

Vickey L. Chivers, Mayor Pro Tem
Vacant, Mayor
Vacant, Council District #1
Ava Harmon, Council District #2
Dustin Frazier, Council District #4
Kristin Clark, Council District #5
Justin Florence, Council District #6



Teresa Herrera, City Manager
April Jackson, City Secretary
Gary Landers, City Attorney

**NOTICE OF MEETING
CITY COUNCIL AGENDA
March 14, 2022
Work Session at 4:00 p.m.
Regular Meeting at 5:30 p.m.
City Council Chambers
504 N. Queen Street
Palestine, Texas**

Zoom Link:

<https://us02web.zoom.us/j/86493520389?pwd=UkJHMxhvc0JhUk9vWE43VjB5QW5yUT09>

Meeting ID: 864 9352 0389

Passcode: 206705

One tap mobile

+13462487799,,86493520389#,,, *206705# 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/palestinetc/](https://www.facebook.com/palestinetc/)

WORK SESSION

1. Discuss the Utility Billing Leak Adjustment Process. Andrew Sibai, Finance Director
2. Discuss Downtown Revitalization Project. Kevin Olson, PW Director
3. Discuss and review the City Vehicle Use Policy. Teresa Herrera, City Manager, and Lisa Cariker, HR Director

REGULAR MEETING

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PROPOSED CHANGES OF AGENDA ITEMS

D. PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS

Any citizen wishing to speak during public comments regarding an item on or off the agenda may do so after completing the required Request to Speak form. All comments must be no more than five minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. Members of the public may join via Zoom or in person.

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. February 2022 Municipal Court Monthly Report
2. February 2022 Public Works Monthly Report
3. February 2022 Utility Billing Monthly Report
4. February 2022 Fire Monthly Report
5. February 2022 Library Monthly Report

I. **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.

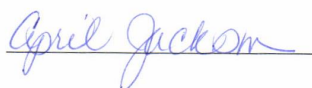
1. Consider approval of minutes of the Work Session and Regular Meeting of February 28, 2022. April Jackson, City Secretary
2. Consider adoption of 2018 International Fire Code with an effective date of April 1, 2022. Kelly Hughes, Fire Marshal
3. Consider approval of expenditures over \$25,000. Andrew Sibai, Finance Director
4. Consider approval of Xerox Lease Agreements for Municipal Court, Finance, and Customer Service Departments. Andrew Sibai, Finance Director
5. Consider authorizing City Manager to purchase two Flygt Pumps and ABB Control enclosure with two 10-HP VFD's from Hahn Equipment Company for Inwood Lift Station in the amount of \$46,833.00. Kevin Olson, PW Director

J. **REGULAR AGENDA**

1. Discussion and possible action regarding authorizing City Manager to execute a contract with Schaumburg & Polk, Inc. (SPI) to provide engineering design services for the Palestine Downtown Revitalization Project in an amount not to exceed \$1.8 million. Kevin Olson, PW Director
2. Discussion and possible action regarding the City Vehicle Use Policy. Teresa Herrera, City Manager, and Lisa Cariker, HR Director

K. **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, March 11, 2022, at 3:30 p.m.**



April Jackson, 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 citysecretary@palestine-tx.org or

903-731-8414.



Agenda Date: March 14, 2022
To: City Council
From: Andrew Sibai, Senior Accountant
Agenda Item: Leak Adjustment Discussion
Date Submitted: 03/09/2022

SUMMARY:

Mayor and Council,

This agenda item is gather your input on a change that staff is proposing to the City code.

The City of Palestine has been much more generous than its neighbors regarding bill adjustments for customers in response to a leak.

We feel that this is hurting the City financially and does not incentivize citizens to fix a leak promptly.

Details are attached and thank you for your consideration

RECOMMENDED ACTION:

I recommend City Council authorize staff to create an ordinance to bring back to council to change the leak adjustment process to what is recommended on the last page of the attached pdf.

This will help the City cover expenses for wasted water and incentivize citizens to fix water leaks more promptly.

Thank you,

CITY MANAGER APPROVAL:

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N: Y
Account #: 610-4-1709
Amount Requested: n/a

BUDGETARY IMPACT:

This discussion and action has potential to improve water sale revenue for the City of Palestine

Attachments

Leak Adjustment Discussion



LEAK ADJUSTMENT DISCUSSION

Comparing our current leak adjustment policy
with other City's around us.



LEAK ADJUSTMENT ISSUE

- Compared to other municipalities, City of Palestine is very generous with leak adjustments for City of Palestine residents
- Residents are able to submit receipts to the City and all costs associated with the leak are removed from the resident, but City still has to pay those costs and there is little incentive for the resident to fix the leak timely.
- City has no language in the Charter authorizing leak adjustments



Our current policy is:

For commercial and residential meters as well as irrigation meters

- Customer turns in a receipt for repairs.
- 1 adjustment per 12 month period.
- We adjust up to **90 days** of a leak.
- City calculates what the average bill for the customer would be and adjusts the bill, so the customer shares none of the cost of the extra water.
- We also refund any late fees and disconnect fees accumulated during the process.
- In cases of extreme weather (Example: Winter Storm Uri), we do allow for additional leak adjustment. Therefore; residents could have 2 per 12 month period.



The City of Athens policy is:

- For residential – Customer must turn in proof of permit paid/obtained. Customer must also turn in receipt for leak.
- For commercial – Customer must turn in proof of permit paid/obtained. Must also turn in receipt from licensed plumber.

(Irrigation adjustments follow the same rules as above.)

They will adjust up to **50%** of consumption above their average, and only for **60 day period**.



The City of Kilgore policy is:

- The customer must turn in proof of repair.
- The customer must install their own shut off valve on their side of the meter to allow them to turn water on and off themselves without tampering with the water meter.

They will adjust **50%** above their average for a **90 day** period.

They only allow 1 leak adjustment per **36 month period**.



- The City of Tyler policy is:
- For commercial & residential meters – Must provide proof of repair.
- For irrigation – They do not adjust for sprinklers unless it is a below ground, concealed leak. No sprinkler head leaks.

They allow 1 leak adjustment per 12 month period

They adjust **50%** above their average of a **90 day** period.

RECOMMENDATION

- I would like to recommend the following changes to our current policy:

Continue to:

- Require proof of repair
- Adjust 1 time per 12 month period (unless of extreme weather)
- Credit late fees and cut off fees if they incur them.

Changes:

- **Only adjust up to 60 days of a leak and only 50% of additional cost resulting from a water leak. Only adjust irrigation leaks if below ground. No sprinkler head leaks.**



Agenda Date: March 14, 2022
To: City Council
From: Lisa Phillips, Public Works Admin
Agenda Item: Downtown Revitalization Project discussion
Date Submitted: 03/08/2022

SUMMARY:

Downtown Revitalization Project discussion with Scope of Work, Summary Sheet and map.

RECOMMENDED ACTION:

Scope of Work, Summary Sheet and map attachments

CITY MANAGER APPROVAL:

Attachments

Schaumburg & Polk Downtown Revitalization Project
Downtown Revitalization Project Map



March 9, 2022

City of Palestine
504 N. Queen Street
Palestine, TX 75801

Re: Engineering Cost Proposal and Scope of Work
Professional Services – Downtown Revitalization Project

Schaumburg & Polk, Inc. (SPI) is pleased to provide you with this proposal for professional services related to the Downtown Revitalization Project. Due to our previous work within Palestine's Downtown and our knowledge of the City's infrastructure, SPI is well-positioned to serve you.

I have developed a Scope of Work (SOW) that is based on meetings with Teresa Herrera, City Manager and Kevin Olson, Director of Public Works. The SOW includes planning, design, bidding, construction administration, and construction representation services. Construction representation services consist of having an SPI inspector on site an average of 4 hours per day for the duration of construction. SPI is also responsible for the costs associated with survey/data collection, Texas Department of Licensing and Regulation (TDLR) plan review, electrical engineering, landscape architectural design, geotechnical testing for design, and TDLR final construction inspection. The boundary of the project area is discussed in the SOW and shown on the City of Palestine, Downtown Revitalization Project, Projected Project Phasing Exhibit. The project will consist of a single design package divided into up to 5 bid packages and contracts for construction.

I have also enclosed a standard Engineers Joint Contract Documents Committee (EJCDC) contract for consideration by the City of Palestine. SPI's total professional services fee is \$1,800,000.

Please contact me if you would like to discuss the project further.

Sincerely,
Schaumburg & Polk, Inc.

Jeffrey C. Simmons, P.E.
Project Manager

Enclosures:
Contract for Professional Services
Project Area Exhibit

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between
_____ The City of Palestine ("Owner") and Schaumburg & Polk, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: _____
Downtown Revitalization ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See attached "Exhibit A, Scope of Work, City of Palestine, Texas, Downtown Revitalization Project"

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: 5 years from receipt of a signed contract from the City of Palestine.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 40 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable

within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a

substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities

undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants

from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$1,800,000.00

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

City of Palestine

504 N. Queen St.

Palestine, TX 75801

903-731-8400

ENGINEER:

By: 

Title: Executive Vice President

Date Signed: 3/9/2022

Engineer License or Firm's Certificate
Number: TBPE 000520

State of: Texas

Address for giving notices:

Schaumburg & Polk, Inc.

320 S. Broadway, Suite 200

Tyler, TX 75702

903-595-3913

EXHIBIT A
Scope of Work
City of Palestine, Texas
Downtown Revitalization Project
March 9, 2022

General Description: This project includes professional services for street, sidewalk, streetscaping, water, sewer, and storm drain improvements in the Palestine downtown area. The boundary of the downtown area is as shown on the City of Palestine, Downtown Revitalization Project, Projected Project Phasing Exhibit and generally described as:

Beginning at the northwest corner of the intersection of W. Oak Street and North Tennessee Avenue, proceeding eastward to the northwest corner of the intersection of West Oak Street and North Queen Street, proceeding northward to the northwest corner of the intersection of West Crawford Street and North Queen Street, proceeding eastward to the northeast corner of the intersection of West Crawford Street and North Sycamore Street, proceeding southward to the northeast corner of the intersection of East Spring Street and North Sycamore Street, proceeding westward to the northwest corner of the intersection of East Spring Street and North Tennessee Avenue, proceeding northward to the point of beginning.

The project will consist of a single design package divided into a maximum of 5 bid packages and contracts for construction.

BASIC SERVICES

1. Planning

- A. Meet with the City to evaluate funding options for the project.
- B. If grant funding is to be pursued, SPI will assist the City in working with a Grant Administrator in order to apply for funds.
- C. Meet with the City to determine project area, desires, and available data.
- D. Coordinate Level B Subsurface Utility Engineering (SUE) locates of City and franchise utilities.
- E. Survey and Field data collection as required, by the Engineer, for design (SPI responsible for survey costs).
- F. Develop a schematic level design of the proposed improvements.
- G. Develop a construction estimate based on the schematic level design.
- H. Review design and estimate with the City and revise as necessary to address any comments

2. Preliminary Design

- A. Coordinate design with TxDOT
- B. Coordinate geotechnical testing necessary for pavement design (SPI responsible for geotechnical testing costs).
- C. Coordinate with Landscape Architect if deemed necessary, by the Engineer, for the design (SPI responsible for any Landscape Architect costs).
- D. Coordinate with Electrical Engineer if deemed necessary, by the Engineer, for the design (SPI responsible for any Electrical Engineering costs).
- E. Develop a preliminary design of the proposed improvements.

- F. Develop a construction estimate based on the preliminary design.
- G. Review preliminary design and estimate with the City and revise as necessary to address any comments.
- H. Attend City meetings/workshops to convey project data.

3. Final Design

- A. Once preliminary design is accepted by the City, prepare final plans, specifications, and contract documents necessary for bidding and construction of the project as developed in the Preliminary Design Phase.
- B. Review final plans and specifications with City and revise as necessary to address any comments.
- C. Coordinate the adjustment of any franchise utilities.
- D. Submit final plans and specs to TCEQ, TXDOT, TDLR, and any other required regulatory reviewer. Respond to review questions or comments. (SPI responsible for TDLR review costs).
- E. Prepare final signed and sealed plans, specifications, and contract documents required for bidding.
- F. Meet with the City and coordinate bid package preparation and release including number of bid packages, individual cost of bid packages, sequence of construction and schedule of bidding and construction.

4. Bidding

- A. Provide contract documents and assist City in bidding project (Max. 5 bid packages).
- B. Contact Contractors directly to help advertise project.
- C. Advertise in newspaper (City responsible for advertisement costs).
- D. Advertise in on-line planrooms.
- E. Print and distribute Plans and Contract Books to responsive contractors.
- F. Issue addendums as necessary.
- G. Conduct bid opening and then evaluate and tabulate bids.
- H. Review qualifications of the Contractor and present findings to the City.
- I. Coordinate execution of construction contracts between the Contractor and the City

5. Construction Phase

- A. Conduct a Pre-Construction Meeting prior to commencement of work (Max. 5 pre-construction meetings)
- B. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer.
- C. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress and quality of the Contractor's executed work. SPI's construction representative to be on site an average of 4 hours per day during construction. We estimate construction to last a total of 40 months (total of all bid packages).
- D. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the Contractor's work.
- E. Recommend and prepare Change Orders and Work Change Directives to Owner, as appropriate.
- F. Review and approve or take other appropriate action with respect to Shop Drawings,

- Samples, and other data which Contractor is required to submit.
- G. Evaluate and determine the acceptability of substitute or "or-equal" materials and methods proposed by Contractor.
 - H. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
 - I. Coordinate materials testing as necessary (City responsible for any material testing costs)
 - J. Process Contractor's pay applications.
 - K. Coordinate a TDLR inspection of the completed project (SPI responsible for TDLR inspection costs)
 - L. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
 - M. Engineer shall assemble and provide a final set of as-built drawings based on Contractors field plan set, Engineer's working plan set, and the Construction Representative's field set of plans.

SPI PROJECT DELIVERABLES

- 1. Schematic Level Plans and Estimate for Review
- 2. Preliminary Plans and Estimate for Review
- 3. Geotechnical Report for Pavement Design
- 4. Unsigned Final Design Plans, Specifications, Estimate, and Contract Documents for Review
- 5. Final Signed and Sealed Plans, Specifications, and Contract Documents
- 6. As-Built Drawings

COST RESPONSIBILITIES OF ENGINEER

- 1. Costs for data collection and survey required for design
- 2. TDLR plan review costs
- 3. Costs for any electrical engineering required for design
- 4. Any landscape architectural costs required for design
- 5. Costs for any geotechnical testing required for design
- 6. TDLR final construction inspection costs

COST RESPONSIBILITIES OF OWNER

- 1. Construction material testing costs
- 2. Bid advertisement costs.
- 3. Any necessary boundary survey or land acquisition.
- 4. Any costs associated with the relocation of franchise utilities
- 5. Any traffic signal design costs (none expected)
- 6. Any structural engineering costs (none expected)

END OF 3-PAGE SPECIFIC SCOPE OF WORK

**City of Palestine, TX
Downtown Revitalization Project
Engineer's Opinion of Probable Construction Costs
March 2022**

Estimated Construction Cost	
Description	EOPCC
W Crawford St.: Queen St. to John St.	\$ 482,737
W Crawford St.: John St. to Magnolia St.	488,036
W Crawford St.: Magnolia St. to Sycamore St.	462,282
Oak St.: Tennessee Ave. to Queen St.	487,344
Oak St.: Queen St. to N John St.	534,063
Oak St.: N John St. to Magnolia	497,396
Oak St.: Magnolia to Sycamore	546,701
W Main St.: Tennessee Ave to N. Queen St	473,716
W Main St.: N Queen St to N John St	474,030
W Main St.: N John St to Magnolia	467,497
W Main St.: Magnolia to Sycamore	595,649
Tennessee Ave: US 84 To W Main	296,841
Tennessee Ave: W Main to W Oak St	276,498
N Queen St: US 84 to W Main St	393,078
N Queen St: Main St to Oak St	387,094
N Queen St: Oak St to W Crawford St	307,553
N John St: US 84 to W Main St	365,981
N John St: Main St to Oak St	350,486
N John St: Oak St to W Crawford St	311,098
Magnolia: US 84 to W Main St	358,254
Magnolia: Main St to Oak St	395,197
Magnolia: Oak St to W Crawford St	331,525
Sycamore: Main St to Oak St	367,853
Sycamore: Oak St to W Crawford St	382,751
Sycamore: US 84 to W Main St	381,787
US 84: Tennessee to Sycamore	493,812
Base Bid Total:	\$ 10,909,258

***Costs are based on current numbers, and SPI in no way guarantees the estimate due to unprecedented inflation in construction costs.**



- Water Valve
- Water Meter
- Manhole
- Fire Hydrant
- Cleanout
- Sewer Main
- Water Line
- Parcel
- Business
- Building

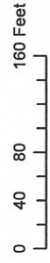
*Disclaimer: Map is intended for general reference use only. Data has been gathered from various sources and is not guaranteed to be accurate and conclusions drawn from the data are the responsibility of the user. Schauburg & Polk, Inc. assumes no responsibility for errors or omissions.



SCHAUBURG & POLK, INC.
 HOUSTON, TEXAS 77002
 BEAUMONT, TEXAS 77705
 803.955.3813
 Firm Registration No. F-540

City of Palestine Downtown Revitalization Project Projected Project Phasing

1:1,200





- Water Valve
- Water Meter
- Manhole
- Fire Hydrant
- Cleanout
- Sewer Main
- Water Line
- Parcel
- Business
- Building

*Disclaimer: Map is intended for general reference use only. Data has been gathered from various sources and is not guaranteed to be accurate and conclusions drawn from the data are the responsibility of the user. Schaumburg & Polk, Inc. assumes no responsibility for errors or omissions.

City of Palestine Downtown Revitalization

SPI
SCHAUMBURG & POLK, INC.
BEAUMONT | HOUSTON | TERRELL | TYLER
320 S. Broadway Ave., Suite 200
Tyler, TX 75702
903.595.3913
Firm Registration No. F-520

1:1,200
0 40 80 160 Feet



Agenda Date: March 14, 2022
To: City Council
From: April Jackson, City Secretary
Agenda Item: City Vehicle Use Policy
Date Submitted: 03/11/2022

SUMMARY:

Discuss and review the City Vehicle Use Policy.


RECOMMENDED ACTION:

Staff recommends review and discussion regarding the City Vehicle Use Policy.

CITY MANAGER APPROVAL:

Attachments

City Vehicle Use Policy

	Title:			
	City Vehicle Use			
	Document #	Revision #	Effective Date	Approved Date
	3.05	0.0		04/24/2017

Some employees are required to use City vehicles as a part of their job. Employees may only use the vehicles they are authorized to use. Employees may not allow other individuals to operate the vehicles they have been assigned.


If personal use of a City vehicle is permitted, the employee will be required to keep a log of all personal miles driven, including to and from work.

Employees who are assigned City vehicles shall be responsible for the care, proper use, and upkeep. The use of all tobacco products of any kind, including smokeless electronic cigarettes is prohibited at any time in City buildings and other facilities, in City vehicles, while using City equipment, and as otherwise directed.

Employees who operate vehicles must maintain a current active driver's license for the operation of that vehicle. Employees must immediately notify a supervisor of any change in status of the license. An employee must maintain a valid driver's license for the specific equipment required to be operated as part of the employee's job description. Failure to maintain the appropriate license in good standing shall be grounds for discipline. An employee who is deemed uninsurable by the City's vehicle insurance carrier for the specific equipment required to be operated as part of the employee's job description shall be subject to discipline.

City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized personnel. If an employee drives a personal vehicle, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

1. Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
2. Always observe all posted laws and speed limits.
3. Always wear seat belts when the vehicle is in operation.
4. No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the Department Director.
5. No personal use of City-provided vehicles is allowed without the prior, specific approval of the Department Head.
6. All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor.
7. Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.

	Title:			
	City Vehicle Use			
	Document #	Revision #	Effective Date	Approved Date
	3.05	0.0		04/24/2017

8. All drivers must be eligible for coverage under the City's insurance policy.
9. Drivers covered by Department of Transportation (DOT) regulations must comply with the DOT regulations at all times.
10. AT NO TIME MAY AN EMPLOYEE UNDER THE INFLUENCE OF ALCOHOL OR A PRESENCE IN THE SYSTEM OF ILLEGAL DRUGS DRIVE A CITY VEHICLE OR A PERSONAL VEHICLE WHILE CONDUCTING CITY BUSINESS. IF AN EMPLOYEE IS TAKING A PRESCRIPTION MEDICATION THAT MAY IMPAIR THE EMPLOYEE'S DRIVING ABILITY, THE EMPLOYEE SHOULD NOTIFY HIS OR HER SUPERVISOR IN ACCORDANCE WITH HIPAA REGULATIONS.
11. EMPLOYEES INVOLVED IN AN ACCIDENT WHILE OPERATING A CITY VEHICLE, OR WHILE OPERATING A PERSONAL VEHICLE ON CITY BUSINESS, MUST IMMEDIATELY NOTIFY THE PROPER LAW ENFORCEMENT AGENCY (IF APPLICABLE) AND THE APPROPRIATE SUPERVISOR, DEPARTMENT DIRECTOR, AND/OR CITY MANAGER. ACCIDENT REPORTS, ALONG WITH ANY LAW ENFORCEMENT REPORT, MUST BE FILED BY THE EMPLOYEE WITH THE DEPARTMENT DIRECTOR AND THE DIRECTOR OF HUMAN RESOURCES.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.



Agenda Date: March 14, 2022
To: City Council
From: Courtney Acklin, Court Administrator
Agenda Item: Municipal Court Report for February 2022
Date Submitted: 03/08/2022

SUMMARY:

- As shown by the activity graphs attached, February's case volume (charges filed) decreased, but the revenue increased compared to the previous month.
- 22 warrants were issued.
- 64 warrants were cleared.
- 1 bench trial was held.
- The booster seat giveaway was a success. A big thank you to all who participated in the event!

RECOMMENDED ACTION:

N/A

CITY MANAGER APPROVAL:

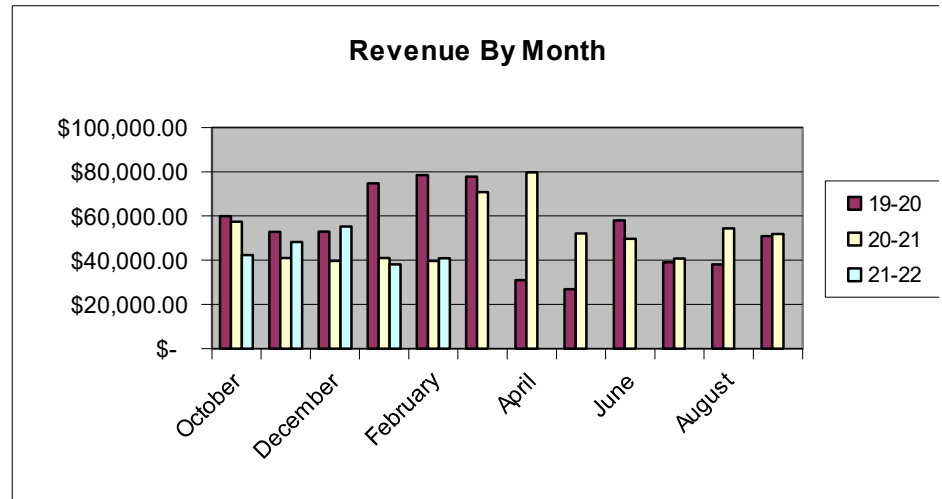
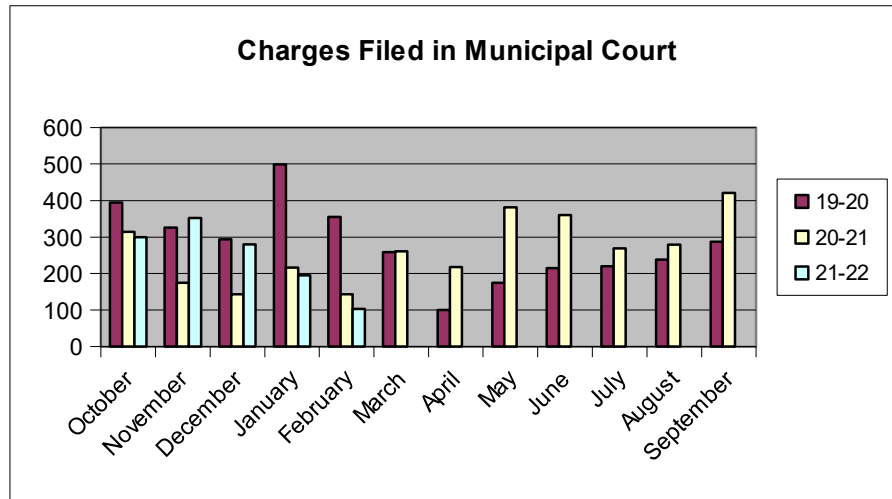
Attachments

Municipal Court Report for February 2022

**City of Palestine Municipal Court
Activity Report - FY 2021 - 2022**

Charges Filed			
All Tickets and Other Complaints (Fail to Appear, School Cases, etc.)			
	19-20	20-21	21-22
October	395	314	300
November	326	175	352
December	294	143	280
January	499	216	195
February	355	143	103
March	259	261	0
April	100	218	0
May	175	381	0
June	215	360	0
July	220	269	0
August	238	279	0
September	287	421	0
Total	3363	3180	1230

Revenue			
	19-20	20-21	21-22
October	\$59,914.18	\$57,324.07	\$42,354.77
November	\$52,769.24	\$40,952.02	\$48,254.01
December	\$52,883.86	\$39,611.27	\$55,144.50
January	\$74,709.81	\$40,867.27	\$38,074.21
February	\$78,471.93	\$39,611.27	\$40,777.61
March	\$77,814.57	\$70,771.05	\$-
April	\$30,928.78	\$79,680.36	\$-
May	\$26,901.55	\$52,072.25	\$-
June	\$57,973.10	\$49,701.23	\$-
July	\$39,070.82	\$40,682.19	\$-
August	\$38,063.12	\$54,333.01	\$-
September	\$50,893.13	\$51,818.39	\$-
Total	\$640,394.09	\$617,424.38	\$224,605.10





Agenda Date: March 14, 2022
To: City Council
From: Lisa Phillips, Public Works Admin
Agenda Item: Public Works February 2022 Project Updates and Monthly Report.
Date Submitted: 03/08/2022

SUMMARY:

See attachments for Public Works Department, February 2022 Monthly Reports and Project Updates

RECOMMENDED ACTION:

Report and updates attached

CITY MANAGER APPROVAL:

Attachments

Public Works February 2022 Project Updates
Public Works February 2022 Monthly Report

PUBLIC WORKS PROJECT UPDATES

February 2022

Utilities

- 24-inch creek crossing sewer replacement project parts have been received. This project will begin March 8, 2022.
- Link Street Waterline replacement parts have been received and project is currently 99% complete. Waterline tie-ins are in the process of being completed.
- Palestine Railroad Park Right-of-Way clearing has begun and is approximately 90% complete currently.
- Palestine Railroad Park waterline replacement project is awaiting materials to up-size waterline from a 6-inch to an 8-inch to accommodate future growth in the area.
- Salt Works Road from Bassett Road to Thomas Road waterline replacement begin date to be projected in the near future.
- Downtown infrastructure project is awaiting kick-off meeting with Schaumburg & Polk.
- Bid Proposals for parts and labor for Sylvan Street and South Jackson waterline and sewer line replacements are planned for the near future.

Streets

- 45 cubic yards of base material and 83 yards of asphalt were used for street repairs
- 12 days of brush burning/tree removal and waste removal from City streets.
- 12 utility cuts were completed.
- 1,464 Potholes were repaired.
- Compost Facility processed 257 loads of compost.
- 14 days mowing and 11 days sweeping throughout City.
- Ross Street resurfacing will begin when the contractor is free and weather permitting.



PUBLIC WORKS STREETS MONTHLY REPORT – FEBRUARY 2022

STREETS - POTHOLES REPAIRED

WEEK OF:	STREETS	POTHOLES REPAIRED
Feb 1-5	Conrad St. 35 - Coronaca St. 47 - S. Queen St. 8 - Maffitt St. 28	118
Feb 6-12	Sunset Rd. 35 - Sandy Ln. 19, Dye St. 12 - Van Fleet St. 2 - Micheax St. 30 - Lipsey St. 60 - Westbrook St. 1 / Peter Calhoun, Collen Whitworth, Miguel 1, Trailhollow Ln. 60 - Saltworks Rd. (Thomas Rd. to Chanclor St.), Coronaca St. 40 - Howard St. 10 - Saltworks Rd. 4 - Lowe St. 20 - Callier St. 25 - Larry St. 5 - Victory St. 10 - Esplanade St. 5,	54, 105, 135, 119
Feb 13-19	Upper Lake Rd. 219 - Westbrook St. 2 - Crestline Dr. 9, Richland Dr. 100, Daniels St. 8 - Langham St. 12 - Gillespie Rd. 15, Kolstad St. 50 - W. Neches St. 50 - W. Park St. 7 - W. Reagan St. 8,	230, 100, 35, 115
Feb 20-26	Variah St. 3 - W. Reagan St. 18 - S. Jackson St. 28, Ridgewood Dr. 3 - Cederview Dr. 2, Lakeview St. 12 - Head St. 21 - Range Rd. 19 - Colorado St. 9 - S. Dorrance St. 80, E. Lacy St. 27,	49, 5, 141, 27
Feb 27, 28	Ferguson Rd. 32 - Lelia St. 73 - Lipsey Ave. 7 - W. Giraud St. 13 - Swantz St. 23 - McLellans St. 21 - S. Jackson St. 7 - Westview St. 11 - Larry St. 44	231
	TOTAL	1,464

UTILITIES MONTHLY REPORT February, 2022

Water Distribution	
Call Outs	36
Taps Made:	2
Taps Repaired:	1
Feet of Lines Placed:	600' of 6"
Water Leaks Repaired:	8
Fire Hydrants Flushed / Gal:	220,000 gal
Fire Hydrants Repaired / Installed:	3
Valve box located:	
Valve box installed:	4
Gate Valve replaced / Installed:	
Meters	
Meter Valves replaced / Installed:	1
Meter box Replaced / Installed:	4
On Call Meters turned off:	2
On Call Meters turned on:	1
Meters Located:	1
Meters Installed:	
¾"	
1"	
1 ½"	2
2"	4
Bigger than 2"	
Wastewater Collection	
Sewer Basin's Cleaned:	
Sewer lines camera:	
Trouble spots ran:	2 days
Sewer Mains Repaired:	
Manhole Installed:	
Manholes Changed/Repaired:	
Sewer Stoppage City:	5
Sewer Stoppage Private:	7
New Sewer Tap Installed:	
Sewer Services Repaired:	
Sewer pipe installed (ft):	
Haul Dirt / Concrete Rip Rap:	24 yards
ROW Mowed / Cleared:	5
On Call Trees:	
Vegetation Management:	
Engineering:	
Line Locates (ft):	80,800' or 15.30 miles
Tap application:	6



PUBLIC WORKS AIRPORT MONTHLY REPORT – FEBRUARY 2022

Airport Manager – Mark Fletcher

138 Total flights
48 Single Engine Piston Aircrafts
8 Multi Engine Piston Aircrafts
42 Turbine Prop Aircrafts
16 Jet Aircrafts
24 Helicopters

Avgas 7,650 (588 Total gallons sold/dispensed) Meter read 3/1/2022 at 9:13 a.m.

Jet-A Meter 909,278.8 (4,778.4 total gallons sold/dispensed). Meter read 3/1/2022 at 9:13 a.m.



Agenda Date: March 14, 2022
To: City Council
From: Andrew Sibai, Senior Accountant
Agenda Item: Utility Billing Report February 2022
Date Submitted: 03/09/2022

SUMMARY:

Mayor and Council,

Attached is a Utility Billing Report from Carolyn Garcia for the month of February 2022

Thank you,

RECOMMENDED ACTION:

I recommend Mayor and Council review and let me know if they have additional questions

CITY MANAGER APPROVAL:

Attachments

Meter Replacement Progress
Monthly Summary
Trend Report

METERS SWAPPED

AS OF	DECEMBER		JANUARY		FEBRUARY	
	NEPTUNE	OTHER	NEPTUNE	OTHER	NEPTUNE	OTHER
CYCLE I	653	1378	660	1369	666	1369
CYCLE II	528	1293	535	1285	538	1269
CYCLE III	2107	20	2105	19	2105	18
CYCLE IV	1562	154	1575	138	1576	132
TOTAL	4850	2845	4875	2811	4885	2788
TOTAL ACTIVE METERS	7695		7686		7673	



Date: March 9, 2022

To: City Council
Andrew Sibai

From: Carolyn Garcia

Subject: February 2022 Utilities Billing Summary

BILLING: The following table includes totals from each Bill Calculation. It includes: number of active accounts (internal & external), billed consumption, dollars billed, and average bill amount.

Cycle	# of Customers	Consumption billed	Billed \$	Avg. Bill \$
1	1,770	12,401	234,494.08	132.48
2	1,598	8,365	184,239.46	115.29
3	2,050	14,114	242,023.06	118.06
4	1,474	12,712	241,432.04	163.79
5	27	N/A	2,990.65	110.76
6	3	55,940	1,678.20	559.40
Totals	6,922	103,532	906,857.49	131.01

* 5= Trash Only 6= Septage

LATE FEES ASSESSED: The following table shows reminder notices sent in February.

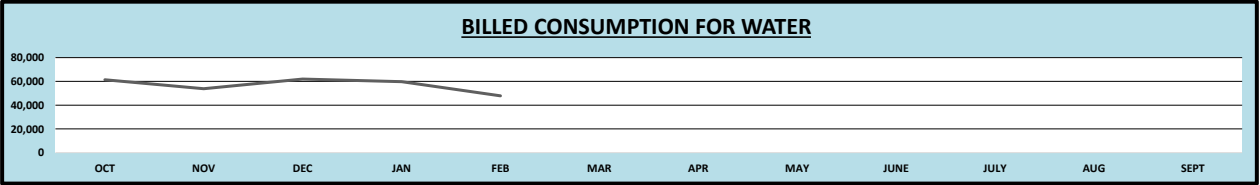
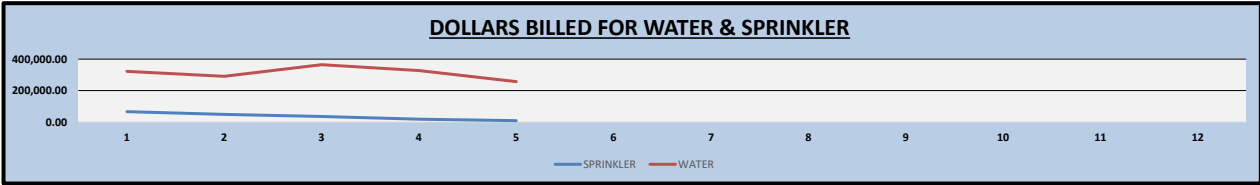
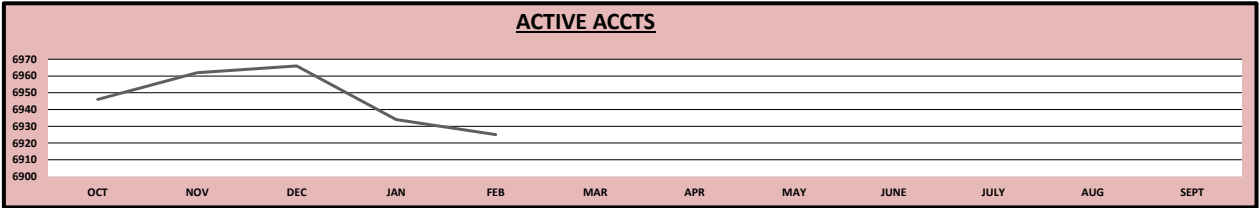
Cycle	# of Customers	Late fee \$	Avg. Per Bill \$
1	482	2,107.11	4.37
2	420	1,538.57	3.66
3	579	2,290.47	3.96
4	473	2,464.49	5.21
Totals	1,954	8,400.64	4.30

CUT OFF: A “yellow notice” is mailed 9 to 12 days prior to cutoff. Unpaid accounts with a past-due balance greater than \$65.00 are disconnected (Commercial businesses are red-tagged), and a cutoff penalty of a \$50.00 is assessed. When they pay the past due balance and penalty, the service is reinstated. The following table summarizes the number of accounts cut off (in order) for the month.

Cycle	# of Customers	Unpaid \$	Cut off Fees Posted \$
4	0	0.00	0.00
1	54	57,495.90	2,700.00
2	60	27,839.56	3,000.00
3	0	0.00	0.00
Totals	114	85,335.46	0.00

- No disconnects for Cycle 4 & 3 due to being closed or opening late for weather issues.

PERIOD	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTALS
ACTIVE ACCTS	6946	6962	6,966	6934	6925								34733
DISC ACCTS	103	87	91	101	80								462
FINALED ACCTS	1356	1367	1,366	1367	1353								6809
BILLED DEPOSITS	870.00	900.00	660.00	840.00	870.00								\$4,140.00
HIGH BILL CONTR	2,082.29	3,061.10	1,568.14	2,004.21	1,911.13								\$10,626.87
METER CHRGR	64,483.07	64,433.16	64,571.48	64,632.21	64,315.80								\$322,435.72
MISC	334.50	66.00	114.50	696.15	214.50								\$1,425.65
NEW CONNECT	890.00	970.00	720.00	860.00	740.00								\$4,180.00
TRASH	234,375.86	232,319.30	234,263.06	233,014.43	234,208.76								\$1,168,181.41
SEPTAGE	1,102.50	1,247.40	1,431.30	1,678.20	1,831.50								\$7,290.90
SPRINKLER	66,368.65	48,980.80	35,621.97	18,669.77	9,065.54								\$178,706.73
SEP SURCHARGE	0.00	0.00	0.00	0.00	0.00								\$0.00
SEW SURCHARGE	116,606.64	115,697.12	124,635.01	123,430.45	117,986.79								\$598,356.01
STREET SAN	14,032.83	14,013.05	14,033.22	13,974.05	14,009.83								\$70,062.98
SEWER	210,553.76	208,846.50	227,090.67	226,314.18	214,463.25								\$1,087,268.36
TRANSF FEE	225.00	275.00	125.00	125.00	175.00								\$925.00
OFF VAC FEE	0.00	0.00	75.00	25.00	75.00								\$175.00
WATER	322,782.69	290,893.93	364,733.30	327,734.55	257,266.14								\$1,563,410.61
TOTAL	1,034,707.79	981,703.36	1,069,642.65	1,013,998.20	917,133.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5,017,185.24
WATER CONS													
BILLED CONS	61,338	53,782	61,966	59,765	47,831								284,682
UNBILLED CONS	48	118	193	29	280								668
TOTAL	61,386	53,900	62,159	59,794	48,111	0	0	0	0	0	0	0	285,350





Agenda Date: March 14, 2022
To: City Council
From: Shannon Davis, Fire Department Chief
Agenda Item: Fire Chief
Date Submitted: 03/09/2022

SUMMARY:

Fire Department Monthly Report

RECOMMENDED ACTION:

Fire Department Monthly Report

CITY MANAGER APPROVAL:

Attachments

Fire Report

PALESTINE FD

02/01/2022 - 02/28/2022 (28 Days)

Breakdown by Incident Type per Zone

Incident Category	# Incidents	% of Total
Station 1		
113 - Cooking fire, confined to container	1	1.09%
311 - Medical assist, assist EMS crew	4	4.39%
321 - EMS call, excluding vehicle accident with injury	1	1.09%
324 - Motor vehicle accident with no injuries	3	3.29%
331 - Lock-in (if lock out, use 511)	1	1.09%
412 - Gas leak (natural gas or LPG)	1	1.09%
444 - Power line down	2	2.19%
480 - Attempted burning, illegal action, other	1	1.09%
511 - Lock-out	1	1.09%
551 - Assist police or other governmental agency	1	1.09%
561 - Unauthorized burning	2	2.19%
652 - Steam, vapor, fog or dust thought to be smoke	1	1.09%
700 - False alarm or false call, other	1	1.09%
Total incidents within Station 1	20	21.97%
Station 2		
311 - Medical assist, assist EMS crew	6	6.59%
322 - Motor vehicle accident with injuries	3	3.29%
324 - Motor vehicle accident with no injuries	2	2.19%
400 - Hazardous condition, other	1	1.09%

Incident Category	# Incidents	% of Total
412 - Gas leak (natural gas or LPG)	1	1.09%
440 - Electrical wiring/equipment problem, other	1	1.09%
444 - Power line down	1	1.09%
461 - Building or structure weakened or collapsed	1	1.09%
480 - Attempted burning, illegal action, other	2	2.19%
550 - Public service assistance, other	1	1.09%
553 - Public service	1	1.09%
700 - False alarm or false call, other	2	2.19%
746 - Carbon monoxide detector activation, no CO.	1	1.09%
Total incidents within Station 2	23	25.27%
Station 3		
111 - Building fire	1	1.09%
311 - Medical assist, assist EMS crew	1	1.09%
322 - Motor vehicle accident with injuries	2	2.19%
324 - Motor vehicle accident with no injuries	4	4.39%
421 - Chemical hazard (no spill or leak)	1	1.09%
444 - Power line down	1	1.09%
462 - Aircraft standby	2	2.19%
700 - False alarm or false call, other	2	2.19%
Total incidents within Station 3	14	15.38%
No Zone Set		
100 - Fire, other	1	1.09%
113 - Cooking fire, confined to container	1	1.09%
143 - Grass fire	1	1.09%
311 - Medical assist, assist EMS crew	2	2.19%
320 - Emergency medical service incident, other	1	1.09%
322 - Motor vehicle accident with injuries	4	4.39%
324 - Motor vehicle accident with no injuries	3	3.29%
412 - Gas leak (natural gas or LPG)	1	1.09%
424 - Carbon monoxide incident	1	1.09%
444 - Power line down	2	2.19%
500 - Service Call, other	1	1.09%



Incident Category	# Incidents	% of Total
511 - Lock-out	1	1.09%
531 - Smoke or odor removal	1	1.09%
550 - Public service assistance, other	1	1.09%
551 - Assist police or other governmental agency	2	2.19%
561 - Unauthorized burning	4	4.39%
600 - Good intent call, other	1	1.09%
622 - No incident found on arrival at dispatch address	1	1.09%
700 - False alarm or false call, other	1	1.09%
710 - Malicious, mischievous false call, other	1	1.09%
745 - Alarm system activation, no fire - unintentional	3	3.29%
Total incidents without zone set	34	37.36%
Overall Total	91	100%



PALESTINE FD

02/01/2022 - 02/28/2022 (28 Days)

Breakdown by Incident Category

Incident Category	# Incidents	% of Total
Accident	23	25.27%
Medical	15	16.48%
Alarm	11	12.08%
Public Service	8	8.79%
Utility Problem	7	7.69%
Unauthorized burning	6	6.59%
HazMat	6	6.59%
Fire	5	5.49%
Agency Assist	3	3.29%
Bomb/Arson Threat	3	3.29%
Rescue	2	2.19%
Canceled	1	1.09%
Smoke Investigation	1	1.09%
Total	91	100%

Detailed Breakdown by Incident Type

Incident Type	# Incidents	% of Total
100 - Fire, other	1	1.09%
111 - Building fire	1	1.09%
113 - Cooking fire, confined to container	2	2.19%
143 - Grass fire	1	1.09%
311 - Medical assist, assist EMS crew	13	14.28%
320 - Emergency medical service incident, other	1	1.09%
321 - EMS call, excluding vehicle accident with injury	1	1.09%
322 - Motor vehicle accident with injuries	9	9.89%
324 - Motor vehicle accident with no injuries	12	13.18%
331 - Lock-in (if lock out, use 511)	1	1.09%
400 - Hazardous condition, other	1	1.09%

Incident Type	# Incidents	% of Total
412 - Gas leak (natural gas or LPG)	3	3.29%
421 - Chemical hazard (no spill or leak)	1	1.09%
424 - Carbon monoxide incident	1	1.09%
440 - Electrical wiring/equipment problem, other	1	1.09%
444 - Power line down	6	6.59%
461 - Building or structure weakened or collapsed	1	1.09%
462 - Aircraft standby	2	2.19%
480 - Attempted burning, illegal action, other	3	3.29%
500 - Service Call, other	1	1.09%
511 - Lock-out	2	2.19%
531 - Smoke or odor removal	1	1.09%
550 - Public service assistance, other	2	2.19%
551 - Assist police or other governmental agency	3	3.29%
553 - Public service	1	1.09%
561 - Unauthorized burning	6	6.59%
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622 - No incident found on arrival at dispatch address	1	1.09%
652 - Steam, vapor, fog or dust thought to be smoke	1	1.09%
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710 - Malicious, mischievous false call, other	1	1.09%
745 - Alarm system activation, no fire - unintentional	3	3.29%
746 - Carbon monoxide detector activation, no CO.	1	1.09%
Total	91	100%





Agenda Date: March 14, 2022
To: City Council
From: Ana Sanchez, Library Director
Agenda Item: Library Report
Date Submitted: 03/10/2022

SUMMARY:

Review Library Director's report including Statistics and Charts Usage report for February 2022.

RECOMMENDED ACTION:

Review Library Director's report including Statistics and Charts Usage report for February 2022.

CITY MANAGER APPROVAL:

Attachments

FEBST22
FEBCH22

Library Usage Report

Operating Statistics	2021												2022
	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
Items circulated-Physical Materials (includes check out, check in, renewals, in-house)	5,398	7,082	6,285	4,604	6,648	6,502	5,568	4,813	4,906	4,745	4,379	4,617	4,659
Print				3,704	5,603	5,479	4,531	3,925	4,102	3,977	3,556	3,759	3,891
Audio				314	234	296	326	285	246	224	228	190	198
Video				586	811	727	711	603	558	544	595	668	570
Downloadable audio/ebook usage	343	382	451	432	405	385	442	503	495	470	536	650	583
Total Circulation Transactions	5,741	7,464	6,736	5,036	7,053	6,887	6,010	5,316	5,401	5,215	4,915	5,267	5,242
Downloadable checkouts as % of total checkouts	5.97%	5.12%	6.70%	8.58%	5.74%	5.59%	7.35%	9.46%	9.16%	9.01%	10.91%	12.34%	11.12%
In-House Use	264	243	253	334	350	378	227	202	166	189	228	271	254
Holds placed on items	36	61	65	63	55	71	51	60	76	36	63	36	72
Fines paid	\$ 362.00	\$ 660.36	\$ 380.69	\$ 609.58	\$ 765.37	\$ 847.32	\$ 749.08	\$ 615.02	\$ 606.74	\$321.59	\$557.34	\$553.48	\$387.24
Overdue notices sent	114	61	120	138	83	188	266	266	127	95	134	92	89
Items added	103	255	347	122	175	197	206	154	484	165	100	63	279
Items deleted	444	368	106	5	20	22	273	985	145	286	827	364	739
New library cards issued	70	89	58	83	120	97	105	69	64	47	54	74	70
Reference questions answered	1,418	2,201	1,853	1,638	1,384	1,321	1,172	1,029	1,104	797	865	846	786
Interlibrary Loan Borrow/Loan	16	18	28	12	25	15	21	34	43	38	43	26	21
Library visits	1,451	2,442	1,943	2,162	2,653	2,681	2,320	2,144	2,039	2,066	2,026	2,125	2,084
Youth programs attendance	120	160	100	35	865	152	140	110	0	211	535	194	175
Adult programs attendance	4	3	25	27	199	53	39	32	4	131	70	15	50
Driving Tests.org	8	6	6	5	8	6	6	3	3	5	1	4	1
Computer usage	381	664	537	555	767	656	671	590	540	484	483	509	455
Wireless usage	12,325	33,077	29,067	26,816	23,827	24,849	25,179	25,717	32,434	32,555	31,587	28,134	28,572

Meeting Room	
Staff Meetings-Training	12
Meeting Room Use	10
Technology Center -Virtual Meetings	2
Technology Center-Workforce Meetings	6
Total	30

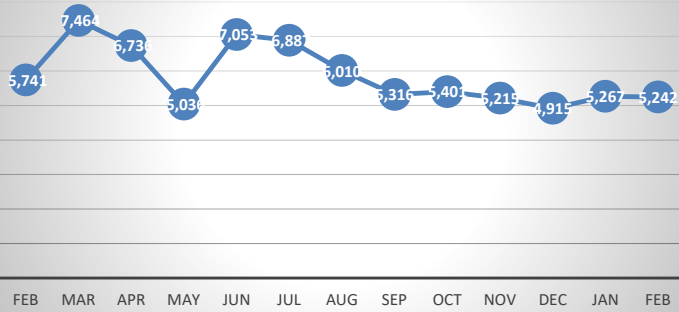
Program Attendance	
Youth-Passive	104
Youth -Active	71
Total	175
Adult-Passive	50
Adult Active	0
Total	50

Passive Programs-Take and Make, activity sheets

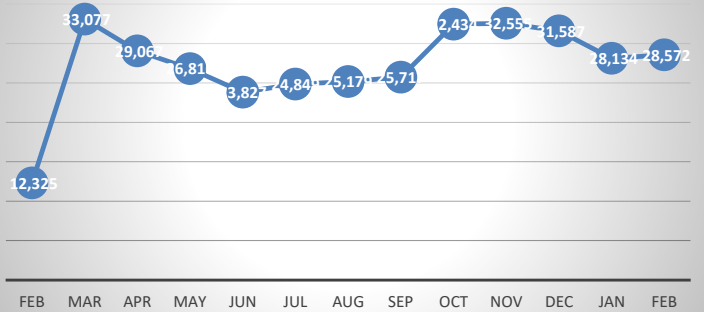
Active-In person programs Tai Chi, Storytime

2022 Statistics

Total Circulation Transactions

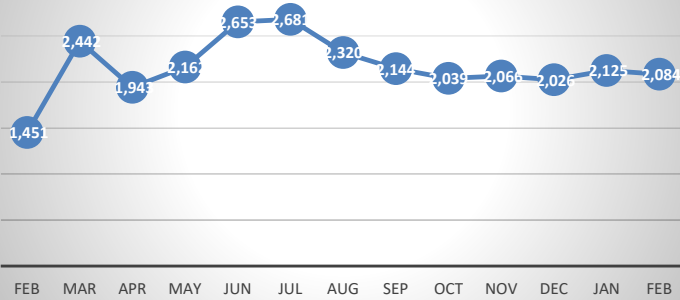


Wireless Usage

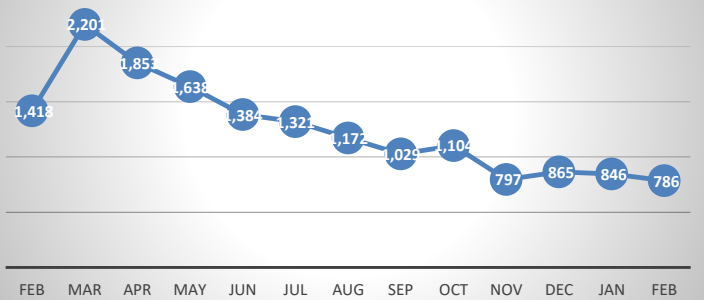


December 2020-Wifi-Upgrade-Errors in the software-resolved 01-05-2021

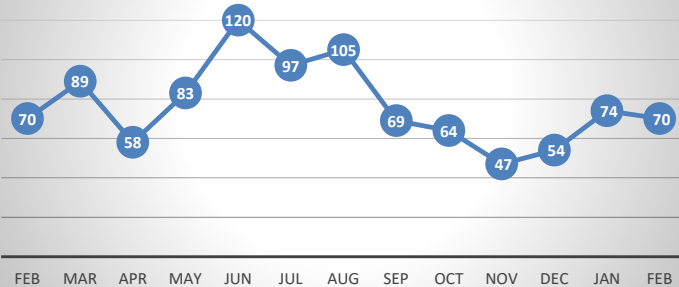
Library Visits



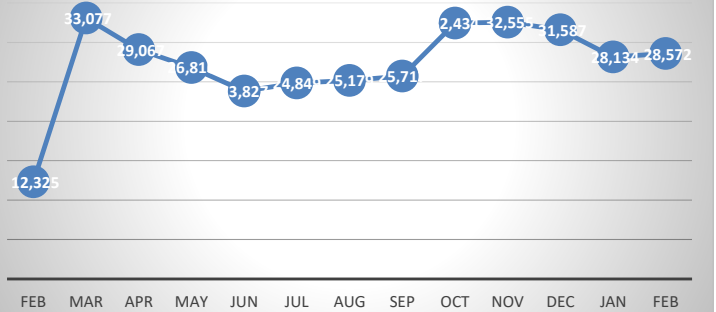
Reference Questions Answered



New Library Cards Issued



Wireless usage





Agenda Date: March 14, 2022
To: City Council
From: April Jackson, City Secretary
Agenda Item: Approval of Minutes
Date Submitted: 03/11/2022

SUMMARY:

Consider approval of minutes of the Work Session and Regular Meeting of February 28, 2022.

RECOMMENDED ACTION:

Staff recommends approval.

CITY MANAGER APPROVAL:

Attachments

February 28, 2022, Minutes

Vickey L. Chivers, Mayor Pro Tem
Vacant, Mayor
Vacant, Council District #1
Ava Harmon, Council District #2
Dustin Frazier, Council District #4
Krissy Clark, Council District #5
Justin Florence, Council District #6



Teresa Herrera, City Manager
April Jackson, City Secretary
Gary Landers, City Attorney

NOTICE OF TELECONFERENCE MEETING

CITY COUNCIL AGENDA

February 28, 2022
Work Session at 4:00 p.m.
Regular Meeting at 5:30 p.m.
City Council Chambers
504 N. Queen Street
Palestine, Texas

The City Council of the City of Palestine, Texas convened on Monday, February 28, 2022, at 4:00 p.m. for the Work Session and at 5:30 p.m. for the Regular Meeting in the Council Chambers at City Hall, 504 N. Queen Street, Palestine, Texas, with the following people present

Mayor Pro Tem Vickey L. Chivers
Council Member Ava Harmon
Council Member Dustin Frazier
Council Member Krissy Clark
Council Member Justin Florence

City Manager Teresa Herrera, City Secretary April Jackson, City Attorney Gary Landers, Parks and Recreation Director Patsy Smith, Utilities Supervisor Jason Shelton, PW Director Kevin Olson, Tourism Marketing Manager Mary Raum, Fire Chief Shannon Davis, Fire Marshal Kelly Hughes, HR Director Lisa Cariker, Finance Director Andrew Sibai, Library Director Ana Sanchez, Interim EDC Director Greg Laudadio, Police Chief Mark Harcrow

WORK SESSION

With a quorum present, Mayor Pro Tem Chivers called the work session to order at 4:00 p.m.

1. Discuss the 2022 National Fitness Campaign. Patsy Smith, Parks and Recreation Director

Parks and Recreation Director Patsy Smith supplied a video providing an overview of the 2022 National Fitness Campaign. The Anderson County Commissioners committed to contribute up to \$62,500. If approved the Blue Cross Blue Shield grant would provide \$50,000. The maximum contribution from the city without the grant would be \$62,500. Ms. Smith reported that she also applied for the Wal-Mart Local Community Grant for up to \$5,000, and the Economic Development Corporation Community Development Grant for up to \$50,000. The Palestine Junior Service League committed to provide approximately \$15,000. The fitness court would be placed at Reagan Park where the sand volleyball court was previously located. Ms. Smith discussed warranty information for the fitness court and equipment.

2. Discuss Wayfinding Signage Project. Mary Raum, Tourism Marketing Manager

Tourism Marketing Manager Mary Raum provided an update regarding the Wayfinding System and Signage Plan project. Funding from the project consists of \$200,000.00 from the Wayfinding Line Item in the Hotel Occupancy Tax Funding and \$50,000.00 from the Palestine Economic Development Community Development Grant. Based on the forecasted cost of materials, the fixtures would cost \$191,000.00. Staff requested approval to seek sealed bids for wayfinding signs to be built and installed.

3. Discuss the adoption of the 2018 International Fire Code and review significant changes to the code. Shannon Davis, Fire Chief

Fire Marshal Kelly Hughes reviewed the significant changes to the 2018 International Fire Code. Staff recommended adoption of the 2018 International Fire Code with an effective date of April 1, 2022.

4. Discussion regarding Palestine Municipal Airport. Kevin Olson, PW Director

PW Director Kevin Olson addressed the current fee schedule for the Airport Land Lease. Mr. Olson discussed the land lease rates in Athens, Cherokee County, Gladewater, East Texas Regional, and McGregor Executive in comparison to the Palestine Municipal Airport. He informed Council the Whipp Farm's Dogwood Fly-In Fair will be held at the end of March at the Palestine Municipal Airport.

With no other business to come before Council the work session was adjourned at 5:15 p.m.

REGULAR MEETING

A. CALL TO ORDER

Mayor Pro Tem Chivers called the Regular Meeting to order at 5:30 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Lieutenant Matt Kerr and was followed by the Pledge of Allegiance.

C. PROPOSED CHANGES OF AGENDA ITEMS

There were no proposed changes.

D. PUBLIC COMMENTS, PUBLIC RECOGNITION, AND ANNOUNCEMENTS

There were no public comments.

1. Recognition of new Police Officer Colton McCoy. Mark Harcrow, Police Chief
Police Chief Mark Harcrow recognized new Police Officer Colton McCoy. Officer McCoy was pinned by his father.

E. CONFLICT OF INTEREST DISCLOSURES

There were none.

F. PUBLIC HEARINGS

G. MAYOR'S REPORT

Mayor Pro Tem Chivers commended Wal-Mart and the City of Palestine on a successful Black History Program.

City Manager Teresa Herrera expressed gratitude towards Wal-Mart for the Black History Program.

H. ITEMS FROM COUNCIL

Council Member Clark welcomed Officer McCoy and discussed recent tours of the city's fire stations.

Council Member Frazier thanked staff and students of Westwood I.S.D. that participated in the painting project at the Palestine Municipal Airport.

Council Member Florence reported that Council does patrol their districts for possible code violations. Mr. Florence reminded the community that Council can be reached by email and through City Manager Teresa Herrera.

I. CITY MANAGER'S REPORT

Police Chief Mark Harcrow gave an overview of the Racial Profiling Report for 2021.

City Manager Herrera announced that the City-Wide Cleanup would be held on April 2, 2022, and that the deadline to file an application for a place on the ballot for the mayoral race is March 7, 2022. Ms. Herrera attended the Texas Economic Development Basic Training.

City Manager Herrera informed that department directors were present to address questions from Council regarding reports.

The following departmental reports were provided:

1. January 2022 Monthly Financial Statement
2. January 2022 Utility Billing Monthly Report
3. December 2021/January 2022 Tourism Monthly Report
4. January 2022/February 2022 Main Street Monthly Report
5. January 2022 Development Services Monthly Report
6. January 2022 Police Department Monthly Report
7. February 2022 Economic Development Monthly Report

J. 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 Councilmember, 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 approval of minutes for January 10, 2022, January 24, 2022, February 7, 2022, February 14, 2022, and February 18, 2022. April Jackson, City Secretary
2. Consider approval of an ordinance canceling the General Election in District 1 and District 3. Teresa Herrera, City Manager
3. Consider awarding bid RFP 2022-003 Calhoun Park ADA Restroom Renovation in the amount of \$31,500.00 to Peterson Construction. Patsy Smith, Parks and Recreation Director
4. Consider authorizing City Manager to seek sealed bids for the Wayfinding Signage System. Mary Raum, Tourism Marketing Manager
5. Consider approving a resolution authorizing the City Manager to execute an agreement with the State for temporary closure of state highways for the Dogwood Omnium Bike Race in Palestine. Mary Raum, Tourism Marketing Manager
6. Consider authorizing City Manager to seek sealed bids as per the contract authorized by City Council with Mark A. Thacker, AIA for the rehabilitation and accessibility of Carnegie Library. Mary Raum, Tourism Marketing Manager
7. Consider authorizing City Manager to purchase Caterpillar 420 C4EX Backhoe Loader with pavement breaker attachment from Sourcewell in the amount of \$143,400.00 for Public Works Department. PW Director, Kevin Olson
8. Consider authorizing City Manager to execute an engineering contract with Freese and Nichols, Inc. for a project to update City of Palestine Water Master Plan in the amount of \$150,000.00. PW Director, Kevin Olson
9. Consider authorizing City Manager to seek out and employ an individual to complete Undergraduate Engineering Internship hours with the City of Palestine Public Works Department. Kevin Olson, PW Director
10. Consider authorizing City Manager to seek sealed bids for additional materials necessary for the Palestine Railroad Waterline Replacement. Kevin Olson, PW Director
11. Consider approval of expenditures over \$25,000. Andrew Sibai, Finance Director
12. Consider an ordinance amending Fiscal Year 2021-22 Budget for the Municipal Court Child Safety Fund. Andrew Sibai, Finance Director
13. Consider an ordinance amending Fiscal Year 2021-22 Budget for the Perpetual Cemetery Fund. Andrew Sibai, Finance Director

Motion by Council Member Harmon, seconded by Council Member Frazier to approve Consent Agenda items as present and adopt **Ordinance No. O-04-22**, **Resolution No. R-11-22**, **Ordinance No. O-05-22**, and **Ordinance No. O-06-22**.

Vote: 5 - 0 – Unanimously

K. REGULAR AGENDA

1. Discussion and possible action regarding an ordinance for an Alley Abandonment for the Antioch Church for the purpose of new residential development at the following locations: The 20-foot alley easement running east and west between N. Dechard Street and N. Fannin Street; and a second 20-foot alley easement running north and south between E. Poplar Street and E. Murchison Street. Mark Miears, Building Official

Building Official Mark Miears presented the application for an alley abandonment for Antioch

Church for new residential development. The twelve owners affected by the abandonment were notified by certified mail and survey. Staff received seven surveys in favor of the request, and no surveys were received in opposition. Mr. Miears reported all alley easements were free of utilities.

Motion by Council Member Harmon, seconded by Council Member to approve item as presented and adopt **Ordinance No. O-07-22**.

Vote: 5 - 0 – Unanimously

2. Discussion and possible action to approve El Camino Gravel Challenge Event Management and Promotion Agreement between the City and Montoya Enterprises LLC doing business in Texas as Momentum Sports LLC and authorize the mayor to execute. Mary Raum, Tourism Marketing Manager

Tourism Marketing Manager Mary Raum requested approval of agreement between the City of Palestine and Montoya Enterprises LLC to allow Montoya Enterprises LLC to facilitate the El Camino Gravel Challenge.

Motion by Council Member Clark, seconded by Council Member Harmon to approve item as presented, and adopt **Resolution No. R-12-22**.

Vote: 5 - 0 – Unanimously

3. Discussion and possible action to approve a resolution setting one public hearing on March 28, 2022, for annexation of Kim's #45; ordering publication of Notice of Hearing in local newspaper of general circulation on March 10, 2022, and on the City website; and ordering notice of hearing by certified mail to the public school district and other entities that provide services to the area. Teresa Herrera, City Manager

City Manager Herrera recommended approval of a resolution to set a public hearing for the voluntary annexation of Kim's Convenience Store #45 on March 28, 2022, and ordering Notice of Hearing to the Palestine Herald Press, on the City's website, and to the public school district and other entities that provide services to the area.

Motion by Council Member Frazier, seconded by Council Florence to approve item as presented and adopt **Resolution No. R-13-22**.

Vote: 5 – 0 – Unanimously

4. Discussion and possible action to approve a resolution setting two public hearings to be held on March 28, 2022, for annexation of a portion of State Highway 19; ordering publication of Notice of Hearing in local newspaper of general circulation on March 10, 2022, and on the City website; and ordering notice of public hearings by certified mail to the public school district and other entities that provide services to the area. Teresa Herrera, City Manager

City Manager Herrera requested approval of resolution setting the two public hearings for the annexation of a portion of State Highway 19 for March 28, 2022, and ordering Notice of Hearing

to the Palestine Herald Press, on the City's website, and to the public school district and other entities that provide services to the area.

Motion by Council Member Harmon, seconded by Council Member Frazier to approve item as presented and adopt **Resolution No. R-14-22**.

Vote: 5 – 0 – Unanimously

5. Discussion and possible action regarding the 2022 National Fitness Campaign. Patsy Smith, Parks and Recreation Director

City Manager Teresa Herrera reported that if approved the funding would be provided from CARES Act Funding not the General Fund. Ms. Smith requested approval to move forward with the Blue Cross Blue Shield Grant application.

Motion by Council Member Harmon, seconded by Council Member Florence to direct staff to move forward with the Blue Cross Blue Shield Grant Application.

Vote: 5 – 0 - Unanimously

L. ADJOURNMENT

With no other business to come before Council the meeting was adjourned at 5:52 p.m.

PASSED AND APPROVED THIS 14TH DAY OF MARCH 2022.



Agenda Date: March 14, 2022
To: City Council
From: April Jackson, City Secretary
Agenda Item: Adoption of 2018 International Fire Code
Date Submitted: 03/01/2022

SUMMARY:

Approval of adoption of the 2018 International Fire Code with an effective date of April 1, 2022.

RECOMMENDED ACTION:

Staff recommends approval of the adoption of the 2018 International Fire Code with an effective date of April 1, 2022.

CITY MANAGER APPROVAL:



Agenda Date: March 14, 2022
To: City Council
From: Chris Mahoney, Accountant
Agenda Item: Approval of invoices over 25K
Date Submitted: 03/08/2022

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:

1. U N R M W A - \$45,794.25
2. MCKINNEY & MOORE OF TEXAS LP- \$47,280.00
3. KSA ENGINEERS, INC.- \$70,254.10
4. JOHNSON LAB & SUPPLY, INC.- \$28,822.11
5. ANDERSON COUNTY APPRAISAL DISTRICT- \$35,968.01

RECOMMENDED ACTION:

Review and approve invoices as presented.

CITY MANAGER APPROVAL:

Attachments

Invoices over 25K

01-01186 ** U N R M W A **

02/25/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
01/01/2022	48803	20-04286	LAKE PALESTINE CONTRACT	15,264.75
01/18/2022	48829	20-04286	LAKE PALESTINE CONTRACT	15,264.75
02/23/2022	49157	20-04286	LAKE PALESTINE CONTRACT	15,264.75

CHECK TOTAL 45,794.25

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

200553

DATE	AMOUNT
02/25/2022	\$***45,794.25

VOID AFTER 90 DAYS

PAY ----- FORTY FIVE THOUSAND SEVEN HUNDRED NINETY FOUR & 25/100 DOLLARS -----

TO THE ORDER OF

** U N R M W A **
P O BOX 1965
PALESTINE, TX 75802

RUB RED IMAGE
FADING WITH HEAT

200553

01-01186 ** U N R M W A **

02/25/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
01/01/2022	48803	20-04286	LAKE PALESTINE CONTRACT	15,264.75
01/18/2022	48829	20-04286	LAKE PALESTINE CONTRACT	15,264.75
02/23/2022	49157	20-04286	LAKE PALESTINE CONTRACT	15,264.75

** U N R M W A **
P O BOX 1965
PALESTINE, TX 75802

CHECK TOTAL 45,794.25

UPPER NECHES RIVER MUNICIPAL
WATER AUTHORITY

P O Box 1965
Palestine TX 75802



Invoice

Date	Invoice #
2/23/2022	49157

Bill To
City of Palestine Finance Department 504 North Queen Palestine, Texas 75801

Due Date
3/15/2022

Item	Description	Rate	Amount
Palestine	Lake Palestine Operation and Maintenance	15,264.75	15,264.75
<div style="border: 1px solid green; padding: 10px; margin: 10px;"> <p align="center">PAYMENT AUTHORIZATION</p> <p>PO # <u>20-04286</u> Partial <input type="checkbox"/> Complete <input type="checkbox"/></p> <p>Acct #: _____ \$ _____</p> <p>Acct #: _____ \$ _____</p> <p>Acct #: <u>610-5-570-3420</u> \$ <u>15,264.75</u></p> <p>Describe: _____</p> <p>DPT DIR: <u>KRO</u> <input checked="" type="checkbox"/>: <u>2/23/27</u></p> <p>FINC DIR: _____ <input type="checkbox"/>: _____</p> <p>CTY MNR: _____ <input type="checkbox"/>: _____</p> </div>			
Thank You		Total	\$15,264.75

Phone #	Fax #	E-mail
903-876-2237	903-876-5200	unrmwa@dcctexas.net

UPPER NECHES RIVER MUNICIPAL
WATER AUTHORITY

P O Box 1965
Palestine TX 75802



Invoice

Date	Invoice #
1/18/2022	48829

Bill To
City of Palestine Finance Department 504 North Queen Palestine, Texas 75801

Due Date
2/15/2022

Item	Description	Rate	Amount
Palestine	Lake Palestine Operation and Maintenance	15,264.75	15,264.75
<div data-bbox="357 1164 1104 1681"> <p>PAYMENT AUTHORIZATION</p> <p>PO # <u>2D-04286</u> Partial <input type="checkbox"/> Complete <input type="checkbox"/></p> <p>Acct #: _____ \$ _____</p> <p>Acct #: <u>610-5-570-3420</u> \$ <u>15,264.75/100</u></p> <p>Acct #: _____ \$ _____</p> <p>Describe: <u>Lake Palestine Maintenance</u></p> <p>OPT DIR: <u>KRe</u> <input checked="" type="checkbox"/> <u>2/23/22</u></p> <p>INC DIR: <input type="checkbox"/> _____</p> <p>CTY MNR: <input type="checkbox"/> _____</p> </div>			
Thank You		Total	\$15,264.75

Phone #	Fax #	E-mail
		unrmwa@dcctexas.net

UPPER NECHES RIVER MUNICIPAL
WATER AUTHORITY

P O Box 1965
Palestine TX 75802



Invoice

Date	Invoice #
12/28/2021	48803

Bill To
City of Palestine Finance Department 504 North Queen Palestine, Texas 75801

Due Date
1/15/2022

Item	Description	Rate	Amount
Palestine	Lake Palestine Operation and Maintenance	15,264.75	15,264.75
<div style="border: 1px solid green; padding: 10px; margin: 10px;"> <p align="center">PAYMENT AUTHORIZATION</p> <p>PO # <u>20-04286</u> Partial <input type="checkbox"/> Complete <input type="checkbox"/></p> <p>Acct #: <u>610-5-570-3420</u> \$ <u>15,264.75</u></p> <p>Acct #: _____ \$ _____</p> <p>Acct #: _____ \$ _____</p> <p>Describe: <u>Lake Palestine Maintenance</u></p> <p>DPT DIR: <u>RRO</u> <input checked="" type="checkbox"/>: <u>2/23/22</u></p> <p>PINC DIR: _____ <input type="checkbox"/>: _____</p> <p>CTY MNR: _____ <input type="checkbox"/>: _____</p> </div>			
Thank You		Total	\$15,264.75

Phone #	Fax #	E-mail
903-876-2237	903-876-5200	unrmwa@detexas.net



City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER


PO Number: 20-04286

Date: 10/04/2021

Request #: 20-04359 Vendor #: 01-01186

ISSUED TO: U N R M W A
P O BOX 1965
PALESTINE, TX 75802

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	LAKE PALESTINE CONTRACT OPERATION AND MAINTENANCE OF LAKE PALESTINE RESERVOIR.	610-5-570-3420		0.00	183,177.24
						
TOTAL						183,177.24

José W. Herrera

City Manager

Andy Feltner

Finance Director

[Signature]

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# 75-6000632

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

01186

City of Palestine – Requisition

Date 9/22/2021	Requested By: James Martin	Exempt From Bidding:	UNRMWA PO BOX 1965 PALESTINE, TX 75802					
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 610-5-570-3420								
Description		Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Operation and Maintenance of Lake Palestine Reservoir Monthly payments of \$15,264.77		1	1	\$183,177.24				
Shipping Charges								
			Total	\$183,177.24	Total		Total	
Awardee: Upper Neches River Municipal Water Authority Dept. Head Signature: City Manager Signature:								

9/30/21



September 16, 2021

UPPER NECHES RIVER MUNICIPAL WATER AUTHORITY

Kevin Olsen, Public Works Director
City of Palestine
504 N. Queen Street
Palestine, TX 75801

Certified Mail Receipt #7015 0640 0005 2213 9632

Subject: Upper Neches River Municipal Water Authority
Lake Palestine Operating Budget, Fiscal Year
October 1, 2021 thru September 30, 2022

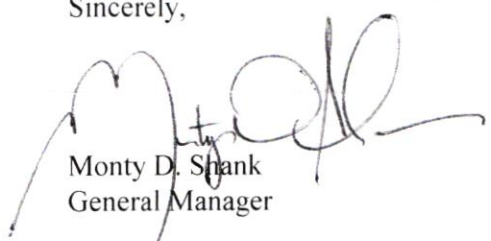
Dear Mr. Garcia:

Transmitted herewith is the Upper Neches River Municipal Water Authority budget for operation and maintenance of Lake Palestine Reservoir for fiscal year October 1, 2021 through September 30, 2022. The document is being provided to you in accordance with provisions of the water supply and storage contract between the City of Palestine and the Upper Neches River Municipal Water Authority dated February 22, 1999.

The total budget is \$1,427,726.00. Palestine's pro-rata share per the contract is \$183,177.24 or 12.83% of the total budget. Accordingly, the monthly payment due to the Authority beginning October 1, 2021 is \$15,264.77.

A budget and tabulation of Palestine's participation is being provided to you with this communication. The budget was adopted by the Board of Directors in regular meeting on September 16, 2021.

Sincerely,



Monty D. Shank
General Manager

MDS/glb

Enclosure: UNRMWA Fiscal 2021-22 Budget
Computation of Palestine's Contribution for fiscal 2021-25
Ten (10) year budget history

XC: Andy Sabai, Interim Director of Finance
504 N. Queen Street
Palestine, TX 75801

**Summary of Customer City Contribution to UNRMWA
Fiscal 2021-22 Operating Budget
Per Water Supply & Storage Contracts**

City of Palestine

UNRMWA 2021-22 Operating Budget	\$1,427,726.00
Palestine Contribution per Water Supply & Storage Contract 12.83%	x 12.83%

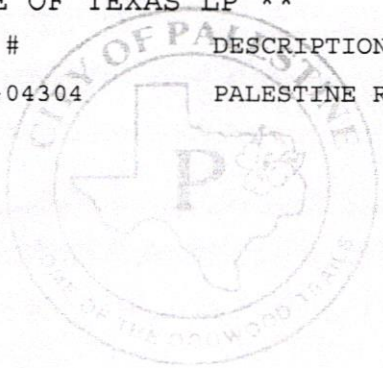
Due from City of Palestine	<u>\$183,177.24</u>
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\$183177.24/12 = \$15,264.77 per month

**UPPER NECHES RIVER MUNICIPAL WATER AUTHORITY
BUDGET COMPARISONS
FISCAL 2012-13 THRU FISCAL 2021-22**

BUDGET YEAR	APPROVED BUDGET	ACTUAL EXPENDITURES	
2012-13	\$1,085,648	\$897,922	
2013-14	\$1,087,969	\$864,584	
2014-15	\$1,038,421	\$829,323	
2015-16	\$1,119,059	\$851,808	
2016-17	\$1,119,610	\$847,437	
2017-18	\$1,174,731	\$857,504	
2018-19	\$1,551,217	\$851,929	
2019-20	\$1,645,463	\$730,731	
2020-21	\$1,586,767	\$731,044	estimate
2021-22	\$1,427,726		
Average (last 10 years)	\$1,283,661	\$829,142	

01-02002	** MCKINNEY & MOORE OF TEXAS LP **		03/04/2022
DATE	I.D.	PO #	DESCRIPTION
02/25/2022	21-772-1PR3C	20-04304	PALESTINE RAILROAD PARK
			AMOUNT
			47,280.00



CHECK TOTAL 47,280.00

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

200599

DATE	AMOUNT
03/04/2022	***47,280.00
	VOID AFTER 90 DAYS

PAY ----- FORTY SEVEN THOUSAND TWO HUNDRED EIGHTY & 00/100 DOLLARS -----

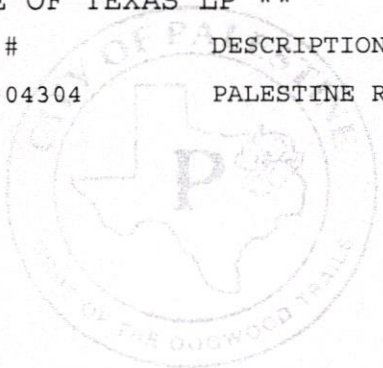
TO THE ORDER OF ** MCKINNEY & MOORE OF TEXAS LP **
 105 NORTH GILLESPIE AVE
 JACKSONVILLE, TX 75766

RUB RED IMAGE
 FACES WITH HEAT

II

200599

01-02002	** MCKINNEY & MOORE OF TEXAS LP **		03/04/2022
DATE	I.D.	PO #	DESCRIPTION
02/25/2022	21-772-1PR3C	20-04304	PALESTINE RAILROAD PARK
			AMOUNT
			47,280.00



** MCKINNEY & MOORE OF TEXAS LP **
 105 NORTH GILLESPIE AVE
 JACKSONVILLE, TX 75766

CHECK TOTAL 47,280.00

McKinney & Moore of Texas,LP

105 N Gillespie Ave
Jacksonville, Texas 75766

Phone 903 586 3911 Fax 903 586 4789

INVOICE

DATE	INVOICE #
2/25/2022	21-772-1PR3C

Bill To:

City of Palestine
504 North Queen Street
Palestine, Texas 75801

DESCRIPTION	Quantity	Unit	Unit Price	AMOUNT
Palestine Railroad Park Right-of-Way Clearing RFP2021-018				
Mulching of Brush and Trees to establish Access to 10,000 LF of Texas State Railroad Right-of Way	30%	LS	\$ 157,600.00	\$ 47,280.00
<div><p>PAYMENT AUTHORIZATION</p><p>PO # <u>20-04304</u> Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/></p><p>Acct #: <u>610-5-110-7440</u> \$ <u>47,280.00</u></p><p>Acct #: <u>012</u> \$</p><p>Acct #: \$</p><p>Describe: <u>ROAD CLEARING</u></p><p>DPT DIR: <u>[Signature]</u> <input type="checkbox"/>: <u>2-28-22</u></p><p>FINC DIR: <u>[Signature]</u> <input type="checkbox"/>: <u>03/01/22</u></p><p>CTY MNR: <input type="checkbox"/>:</p></div>				
TOTAL				\$ 47,280.00

Questions concerning this Invoice please contact George McKinney,
Managing Partner
Phone 903-586-3911 Office
Mobile Phone 903-520-2925
or e-mail george@mckinneyandmoore.com

THANK YOU FOR YOUR BUSINESS!



City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04304


Date: 10/13/2021

Request #: 20-04378

Vendor #: 01-02002

ISSUED TO: MCKINNEY & MOORE OF TEXAS LP
105 NORTH GILLESPIE AVE
JACKSONVILLE, TX 75766

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	PALESTINE RAILROAD PARK PALESTINE RAILROAD PARK 2021-018	610-5-110-7440.012 RIGHT-OF-WAY CLEARING RFP	034	0.00	157,600.00
						
TOTAL						157,600.00

[Signature]
City Manager

[Signature]
Finance Director

[Signature]
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# 75-6000632

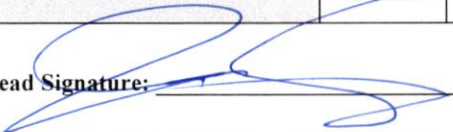
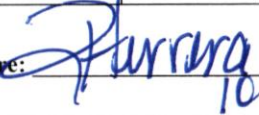
Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

City of Palestine – Requisition

Page 1

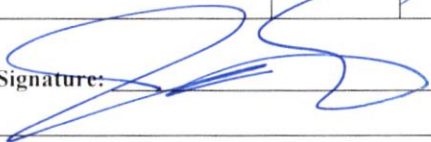
Date 9/16/2021	Requested By: Jason Shelton	Exempt From Bidding: <input type="checkbox"/> Emergency <input type="checkbox"/> Sole Source <input type="checkbox"/> Interlocal Agreement <input checked="" type="checkbox"/> Other (explain below) RFP 2021-015	McKinney & Moore of Texas, LP 105 North Gillespie Avenue Jacksonville, TX 75766 Phone: 903-586-3911	Athens Contractors, LLC PO Box 768 Athens, TX 75751 Phone: 903-804-8331	Duplichain Contractors, LLC PO Box 637 Alto, TX 75925 Phone: 936-858-4100
Ship To 1620 W. Palestine Palestine, TX 75801					
Order to be Replaced By: Requestor <input checked="" type="checkbox"/> Purchasing Agent <input type="checkbox"/> <i>project 033</i>					
Account Number 610-5110-7440.012					

Description	Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Salt Works Road Waterline Replacement RFP 2021-015	1	1	\$237,000.00	1	\$224,360.00	1	\$173,100.00
Shipping Charges							
			Total	\$237,000.00	Total	\$224,360.00	Total \$173,100.00

Awardee: Duplichain Contractors, LLC	Dept. Head Signature: 	City Manager Signature:  10/11/21
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City of Palestine – Requisition

Page 2

Date 9/16/2021	Requested By: Jason Shelton	Exempt From Bidding: <input type="checkbox"/> Emergency <input type="checkbox"/> Sole Source <input type="checkbox"/> Interlocal Agreement <input checked="" type="checkbox"/> Other (explain below)	Timco Blasting and Coatings, Inc. 200 N. Main Street Bristow, OK 74010 Phone: 918-367-1700		Underground Construction Solutions 5535 Memorial Dr., #1212 Houston, TX 77007 Phone: 361-510-9263				
Ship To 1620 W. Palestine Palestine, TX 75801									
Order to be Replaced By: Requestor <input checked="" type="checkbox"/> Purchasing Agent <input type="checkbox"/>									
Account Number 610-5110-7440.012									
		RFP 2021-015							
Description			Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Salt Works Road Waterline Replacement RFP 2021-015			1	1	\$281,000.00	1	\$178,600.00		
Shipping Charges									
				Total	\$281,000.00	Total	\$178,600.00	Total	
Awardee: Duplichain Contractors, LLC			Dept. Head Signature: 		City Manager Signature: _____				

Welcome to our new Agendas & Minutes page. All future meeting agendas and minutes will be posted here. Over time, all historical agendas and minutes will be moved here. Until then, you can still find historical documents in the same place they are in now - see links in the left sidebar.

[Notice of Public Meetings To Consider Possible Tax Abatement Agreement \(/media/gn2dct13/travel-center_tax-abatement-notice-of-potential-agreement-for-posting-120619.pdf\)](/media/gn2dct13/travel-center_tax-abatement-notice-of-potential-agreement-for-posting-120619.pdf)

City Council Work Session & Regular Meeting

[Return to the Search Page](#)

K.20.

Meeting Date: 09/27/2021
Submitted By: Lisa Phillips, Public Works Admin

SUMMARY:
Consider and consent awarding RFP 2021-015; Salt Works Road Waterline Replacement to Duplichain Contractors, LLC in the amount of \$173,100.00. Duplichain Contractors, LLC placed the lower bid and have been a reliable contractor with other City of Palestine infrastructure projects.

RECOMMENDED ACTION:
Recommend consent to award RFP 2021-015; Salt Works Road Waterline Replacement to Duplichain Contractors, LLC.

CITY MANAGER APPROVAL:

[GO TO PREVIOUS PAGE](#) [GO TO THE TOP OF THE PAGE](#)



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Communication

[Contact Us \(/government/city-secretary/policies-forms/contact-us/\)](/government/city-secretary/policies-forms/contact-us/)
[City Directory \(/government/city-directory/\)](/government/city-directory/)

Social Media

Like Us On Facebook

Follow 9.2K Share

RAVE ALERTS (<https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=>)
Sign up to receive emergency notifications from the City with our new system **Rave Alerts**. (<https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=>)

City of Palestine

504 N. Queen Street
Palestine, TX 75801
Phone: (903) 731-8400

City Hall Office Hours
Mon-Thu: 8AM-5PM
Fri: 9AM - 5PM

Meeting Agendas & Minutes

[HOME \(/\)](#) / [GOVERNMENT \(/GOVERNMENT/\)](#) / [CITY COUNCIL \(/GOVERNMENT/CITY-COUNCIL/\)](#) / [MEETING PORTAL \(/GOVERNMENT/CITY-COUNCIL/MEETING-PORTAL/\)](#) / [MEETING AGENDAS & MINUTES \(/GOVERNMENT/CITY-COUNCIL/MEETING-PORTAL/MEETING-AGENDAS-MINUTES/\)](#) /

[City Council Agendas & Minutes \(/government/city-council/meeting-portal/city-council-agendas-minutes/\)](#)

[Meeting Agendas & Minutes \(/government/city-council/meeting-portal/meeting-agendas-minutes/\)](#)

Historical Agendas & Minutes

June 1, 2021 Wolf Creek Lake Waterfall and Dam closed to the Public ([/media/y/3nygjp/press-release-areas-of-wolf-creek-lake-closed](#))

- > **[City Council Agendas & Minutes \(/government/city-council/meeting-portal/city-council-agendas-minutes/\)](#)**
- Boil Water Alert Rescinded: Fort Houston Edition from Variah Street to Harcrow Road due to water outage for waterline repairs (.) x
- > **[Airport Advisory Board \(/government/city-council/boards-commissions/airport-advisory-board/\)](#)**
- > **[Building & Standards Commission \(/government/city-council/boards-commissions/building-standards-commission/\)](#)**
- > **[Civil Service Commission \(/government/city-council/boards-commissions/civil-service-commission/\)](#)**
- > **[Economic Development Corporation \(/government/city-council/boards-commissions/palestine-economic-development-corporation/\)](#)**
- > **[Financial Oversight Advisory Committee \(/government/city-council/boards-commissions/financial-oversight-advisory-committee/\)](#)**
- > **[Historic Landmarks Commission \(/government/city-council/boards-commissions/historic-landmarks-commission/\)](#)**
- > **[Library Board \(/government/city-council/boards-commissions/palestine-public-library-board/\)](#)**
- > **[Main Street Advisory Board \(/government/city-council/boards-commissions/main-street-advisory-board/\)](#)**
- > **[Parks Advisory Board \(/government/city-council/boards-commissions/parks-advisory-board/\)](#)**
- > **[Planning & Zoning Commission \(/government/city-council/boards-commissions/planning-zoning-commission/\)](#)**
- > **[Real Estate Board \(/government/city-council/boards-commissions/real-estate-board/\)](#)**
- > **[Tourism Advisory Board \(/government/city-council/boards-commissions/tourism-advisory-board/\)](#)**
- > **[Zoning Board of Adjustments & Appeals \(/government/city-council/boards-commissions/zoning-board-of-adjustments-appeals/\)](#)**

**CITY OF PALESTINE – PUBLIC WORKS
TABULATION
SALT WORKS ROAD WATERLINE REPLACEMENT
RFP 2021-015**

VENDOR	BID PROPOSAL	AWARDED
ATHENS CONTRACTORS, LLC PO BOX 768 ATHENS, TX 75751 PHONE: 903-804-8331	\$224,360.00	
DUPLICCHAIN CONTRACTORS, LLC 100 ELKHART RD./P.O. BOX 637 ALTO, TX 75925 PHONE: 936-858-4100	\$173,100.00	DUPLICCHAIN CONTRACTORS, LLC 100 ELKHART RD./P.O. BOX 637 ALTO, TX 75925 PHONE: 936-858-4100 \$173,100.00
MCKINNEY & MOORE OF TEXAS, LP 105 NORTH GILLESPIE AVENUE JACKSONVILLE, TX 75766 PHONE: 903-586-3911	\$237,000.00	
TIMCO BLASTING AND COATINGS, INC 200 N. MAIN STREET BRISTOW, OK 74010 PHONE: 918-367-1700	\$281,000.00	
UNDERGROUND CONSTRUCTION SOLUTIONS 5535 MEMORIAL DR., #1212 HOUSTON, TX 77007 PHONE: 361-510-9263	\$178,600.00	



Duplichain Contractors, LLC
100 Elkhart Rd./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
jeff@duplichain.com

Request for Proposal Quote

September 12, 2021

City of Palestine
504 N. Queen St.
Palestine, TX 75801
Attn: City Secretary's Office

Bid Date: September 13, 2021, 3:00pm

Re: Saltworks Rd. - Water Replacement

Labor and Equipment Only. All material provided by the City of Palestine.

1. 6in PVC Water Main in Pavement	3000 lf @ \$20.00	\$60,000.00
2. 6in PVC Water Main in Grass	2000 lf @ \$15.00	\$30,000.00
3. 10in Steel Cased Creek Cross	100 lf @ \$100.00	\$10,000.00
4. 6in Directional Bore Under Culvert	60 lf @ \$60.00	\$3,600.00
5. 1in Service to 3/4in Meter	30 ea @ \$700.00	\$21,000.00
6. Fire Hydrant w/ Valve	4 ea @ \$2,000.00	\$8,000.00
7. Abandon Old Line	5 ea @ \$500.00	\$2,500.00
8. Saw Cut Asphalt Paving	3000 lf @ \$5.00	\$15,000.00
9. Connect to Existing Water Main	5 ea @ \$2,000.00	\$10,000.00
10. Gate Valve	13 ea @ \$1,000.00	<u>\$13,000.00</u>

Saltworks Rd. Water Replacement Total: \$173,100.00

Not included:

Permits/fees

Density test

No imported bedding or backfill material

Any item not specifically mentioned in the quote.

Sincerely,

Jeff Duplichain

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: September 13 2021

Bidder (Legal Name of Firm): Duplicchain Contractors, LLC

Date Organized: June 1970

Address : 100 EIKHART ST. / P.O. BOX 637
: ATLANTA, TX 75925

Date Incorporated June 1970

Federal ID Number: 75-1335955

Number of Years in contracting business under present name 51

List all other names under which your business has operated in the last 10 years:

N/A

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>Attached.</u>		

Type of work performed by your company: UTILITY CONSTRUCTION

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Attached.

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar

importance): Project

Amount \$ Mo/Yr

Completed

Attached.

Major equipment available for this contract: Excavator, backhoe, trencher, loader

Are you in compliance with all applicable EEO requirements? ☒ Yes
☐ No (If no, please attach summary of details on a separate sheet.)

Bank References

Address: 617 E. HOUSTON AVE.

Contact Name: Jerry Pipes

City & State: CROCKETT, TX Zip: 75835

Phone Number: (936) 544-2181

Credit available: \$ Mid 6 Digits

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes
☒ No (If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 13 day of September, 2021.



Signature

Jeff Duplichain, V.P.

Printed Name and Title

Duplicchain Contractors, LLC

Company Name

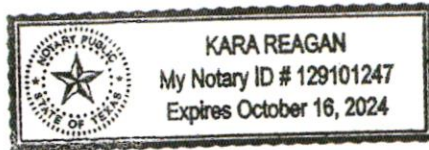
Notary Statement:

Jeff Duplichain, being duly sworn, says that he/she is the
Vice President of Duplichain Cont. (Firm Name), and hereby
swears that the answers to the foregoing questions and all statements therein contained
are true and correct. He/she hereby authorizes and requests any person, firm, or
corporation to furnish any information requested city County of Palestine in
verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 13 day of Sept., 2021. Notary Public

Kara Reagan
Signature

Kara Reagan
Printed Name



My Commission Expires: 10/16/24

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18
U.S.C. 1001.



Duplichain Contractors, LLC
100 Elkhart St./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
kara@duplichain.com

Company Profile

Company Name:

Duplichain Contractors, LLC

Officer Email Addresses:

Greg Duplichain, President – gregd1948@gmail.com
Jeff Duplichain, Vice President – jeff@duplichain.com
Jason Duplichain, Vice President – jason@duplichain.com
Betty Duplichain, Secretary/Treasurer – dupco@consolidated.net

Physical Address:

100 Elkhart St.
Alto, TX 75925

Mailing Address:

P. O. Box 637
Alto, TX 75925

Phone Number:

(936) 858-4100

Fax Number:

(936) 858-4789

Officers & Duties:

- Greg Duplichain – bids jobs, construction manager of and inspects jobs
- Jeff Duplichain – bids jobs, billing for jobs, construction manager of and inspects jobs
- Jason Duplichain – administrative, insurance, bills, submittals, cost analysis, quarterly reports
- Betty Duplichain – administrative, secretarial, grant payroll reports

Primary Business:

Installation of water systems, water plants, wastewater systems, lift stations, & emergency generators in the East Texas area.

Company Background:

Duplichain Contractors, Inc. was formed by Herman Duplichain and his son, Greg Duplichain (SFA Class of 1970) in 1970. The primary function of the business was construction of custom homes. Herman retired in 1985 and Greg continued building custom homes until 1992. In 1992 the primary function of the business changed to utility construction. In 2001 Jeff Duplichain (SFA Class of 2001) entered the business as vice president of Duplichain Contractors, Inc. In 2003 Duplichain Contractors, Inc. changed from a corporation to a Limited Liability Partnership (LLP) becoming Duplichain Contractors, LLP. Jason Duplichain (SFA Class of 1993 and 1998) entered the business as a partner in 2004. On January 14, 2015, Duplichain Contractors converted from a LLP to a Limited Liability Company (LLC) officially becoming Duplichain Contractors, LLC.

Number of Years in Business:

51 years

Number of Employees:

40 employees

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

Estimate 1289



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
CITY OF PALESTINE FINANCE DEPT. ACCOUNTS PAYABLE 504 N. QUEEN ST. PALESTINE, TEXAS 75801	CITY OF PALESTINE FINANCE DEPT. ACCOUNTS PAYABLE 504 N. QUEEN ST. PALESTINE, TEXAS 75801	09/10/2021	\$224,360.00	03/10/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MOBILIZATION	1	15,000.00	15,000.00
	INSTALL 12X6 INCH WET TAP	2	3,500.00	7,000.00
	INSTALL 6 INCH C900	5,000	16.00	80,000.00
	INSTALL STD 4 VF FIRE HYDRANT	4	4,800.00	19,200.00
	INSTALL 6X1 INCH METER SERVICE	30	1,200.00	36,000.00
	INSTALL 6 INCH GATE VALVE	13	1,100.00	14,300.00
	INSTALL 10 INCH BORE W/STEEL ENCASEMENT	100	92.00	9,200.00
	INSTALL 6 INCH DRIVEWAY BORE	630	42.00	26,460.00
	INSTALL 6 INCH CROSS	1	1,200.00	1,200.00
	HYDROVAC SERVICES FOR POTHOLING EXISTING UTILITIES	1	8,000.00	8,000.00
	CONNECT TO EXISTING	3	2,000.00	6,000.00
	KILL EXISTING MAIN	1	2,000.00	2,000.00

RFP 2021-015

SALTWORKS ROAD WATERLINE REPLACEMENT

TOTAL

\$224,360.00

THANK YOU.

Accepted By

Accepted Date

McKINNEY & MOORE

105 North Gillespie Ave.
Jacksonville, Texas 75766

Phone 903/586-3911

Fax 903/586-4789

QUOTATION
CITY OF PALESINE
504 NORTH QUEEN STREET
PALESTINE, TEXAS 75801
SALTWORKS ROAD WATERLINE REPLACEMENT RFP 021-015

Our price for installation and placing in service water line replacement on Saltworks Rd. labor only is \$ 237,000.00 with performance and one year maintenance bond.

Our price includes labor and equipment for street or driveway repair, or slick boring as on-site conditions dictate. City to provide HMAC, Base material (gravel) and concrete needed for these repairs.

Thanks



George G. McKinney

Cell No. 903-520-2925

CONTRACTOR'S QUALIFICATION STATEMENT
JULY 2020

FIRM	MCKINNEY & MOORE OF TEXAS, LP				
ADDRESS	105 N GILLESPIE AVE				
CITY	JACKSONVILLE	STATE	TEXAS	ZIP	75766
PHONE	(903)586-3911	FAX	(903)586-4789		
INDIVIDUAL		PARTNERSHIP	X	CORPORATION	
Incorporated under the laws of the State of Texas with principal place of business in Jacksonville, Texas.					

PRINCIPALS IN FIRM AND YEARS EXPERIENCE IN CONSTRUCTION:

NAME	TITLE	PHONE	NO. OF YEARS
George G. McKinney	General Partner	(903)586-3911	50
Stan L. Martin	Office Manager	(903)586-3911	30

FIRM HISTORY: List firm history below including any other business names used.

From	2006	to	Present	Firm Name	McKinney & Moore of Texas, LP
From	1975	to	2005	Firm Name	McKinney & Moore, Inc.
From		to		Firm Name	
From		to		Firm Name	

Has firm, under its current or former name(s) ever failed to complete a project, defaulted on a contract, or been engaged in litigation over a contract? X yes no. If so, state particulars of most recent occurrence on separate sheet(s) and attach to this form.

The litigation with The City of Wolf City, from 2014 which was settled without a trial. McKinney and Moore of Texas as contractor was a codefendant along with project Engineer, Equipment vendor and equipment design manufacturers.

CONSTRUCTION CAPABILITIES:

FIRM'S AVERAGE ANNUAL CONSTRUCTION VOLUME \$ 750,000.00 Percentage of this volume by construction categories:

Electrical 10%	Utility Lines 40%	Earthwork 5%	Other
Plumbing	Utility Plants 40%	Site work 5%	Other

Water line replacement on Saltworks Rd. Labor only

REPLACEMENT OF OLD 3" CAST IRON WATER MAIN WITH 5,000 FEET OF 6'-INCH C900. \$ 200,000.00

INSTALL 30 EACH -ONE-INCH SERVICES, THEN REDUCE AT METER TO ¾-INCH \$ 36,000.00

INSTALL 4 FIRE HYDRANTS WITH VALVES AT MAIN \$ 9,200.00

KILL OUT OLD MAIN \$ 2,500.00

TIE NEW 6" C900 TO OLD LINES \$ 1,200.00

INSTALL 2 WET TAPS **6x12 AC PIPE AND 6X10 AC PIPE** \$ 3,200.00

INSTALL 1--6" CROSS \$ 500.00

INSTALL 13 VALVES \$ 10,400.00

ONE CREEK CROSSING IN 100' 10" CASING UNDER DEEP CREEK \$ 18,000.00

Proposal Total

\$ 281,000.00

Underground Construction Solutions, LLC

Juan C. Zamora

PM/Owner

5535 Memorial Dr. #1212

Houston, TX 77007

361-510-9263

JC@ucshouston.com

Date:

9/13/2021

Content of Submittal:

proposal

Project Title:

RFP 2021-015

General Contractor:

Underground Construction Solutions

Manufacturer:

Various per specifications

Location of Install:

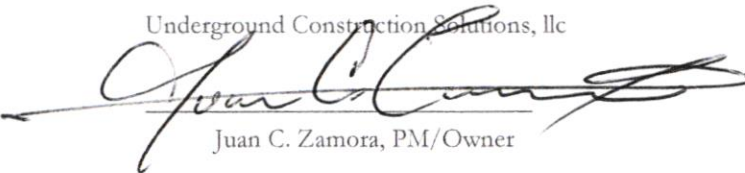
City of Palestine

Underground Construction Solutions, llc is pleased to provide the attached proposal for the Labor, Equipment, Supervision needed to complete the Saltworks Road Waterline Replacement per city of Palestine specifications.

Contractor:

Underground Construction Solutions, llc

Signature:


Juan C. Zamora, PM/Owner





CONSTRUCTION PROPOSAL

Underground Construction Solutions, llc

5535 Memorial Dr. #1212 Houston, TX 77007

(361) 510-9263

jc@ucshouston.com

UCS

CUSTOMER

City of Palestine

ESTIMATE NO

913A

DATE

9/13/2021

ADDRESS

504 North Queen St.

CITY/STATE/ZIP

Palestine, TX 75801

PHONE

903-731-8423

E-MAIL

pwadmin@palestine-tx.org

PREPARED BY

Juan C. Zamora

PROJECT

Saltworks Road Waterline Replacement

ATTENTION

City Secretary

PROPOSED LENGTH OF PROJECT

100 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
5000	6" C900 in place	\$25.00	\$125,000.00
30	1" services, then reduced to 3/4" @ meter	\$600.00	\$18,000.00
4	Fire hydrant assemblies	\$800.00	\$3,200.00
1	Kill out old main-cut and plug only-NO GROUT	\$1,400.00	\$1,400.00
2	Tie New 6" C900 to old lines	\$500.00	\$1,000.00
2	TS&V on AC Lines a (6"X12" and 6"X10")	\$4,000.00	\$8,000.00
1	6" Cross	\$500.00	\$500.00
13	Valves	\$500.00	\$6,500.00
1	Creeck Crossing- 100' of 10" casing under Deep creek	\$15,000.00	\$15,000.00
	Bacterial testing included	\$0.00	\$0.00
	Pressure testing included---120PSI for 8 HRS	\$0.00	\$0.00
	Traffic Control Included	\$0.00	\$0.00
	Trench safety included	\$0.00	\$0.00
	Mobalization included--start date Jan 2022	\$0.00	\$0.00
	Sod restoration NOT included		\$0.00
	swppp per city requirements		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

SUBTOTAL \$178,600.00

TAX RATE 0.00%

SALES TAX \$0.00

OTHER

TOTAL \$178,600.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

All Material to be Provided by City of Palestine including PVC pipe, Valves, Fittings, Casing, Asphalt, bank sand, base, and stabalized sand as needed.

Hauling off site and disposal of spoils to be done by the city.

UCS is responsible in providind labor, Equipment, and Supervision in order to complete the above project

Sign Below to Accept Quote:

Authorized Rep

Date

Qualifying References/Contracts-UCS

Name:	Project	Description	Contract size	Owner	Association	Title	Phone:	Email:
1. Alfredo Arnet P E	Construction of Ier road 12" WL Extension Job No. 00142-0168-0	12" WL wet connect, hydrants, blow off valves, hydrants, blow offs	\$ 70,740.00	Harris Co. MUD #26	James Carter	Civil Engineer	281-795-0901	
2. El Hurrado	Transect Fresno Road Waterline Relocation	12" WL wet connect, bores, T&V, valves, hydrants, blow offs	\$ 306,966.00	Fort Bend Co. FWD No.1	EDP Water	Construction Manager	832-344-4866	
3. Julia Horle P E	East Homestead Way, Re-used Waterlines for New Territory	2"-8" WL wet connects, bores, open cut, valves, blowoffs, meters	\$ 456,351.00	Fort Bend Co. FWD No. 7	Costello INC	Civil Engineer	713-781-7788	jhorle@costelloinc.com
4. David Dyalala P E	Davis and West Davis Road Waterline Job No. W01007519	8" WL wet connects, bores, open cut, valves, hydrants	\$ 106,638.00	Fort Bend Co. FWD No.1	Jacobs Engineering	Civil Engineer	281-981-2444	
5. Philip Huseman P E	City of Hempstead Waterline Replacement	12" WL HDPE/C900, valves, 20" 400F steel casing under creek	\$ 1.38,200.00	City of Hempstead	KSA Engineering	Civil Engineer	281-494-3252	
6. Cole Caraway P E	Emergency interconnect with La Porte	8" WL wet connects, bores, open cut, Metering Vault	\$ 62,076.00	City of Morgan Point	KSA Engineering	Civil Engineer	281-494-3252	ccaraway@ksaeng.com
7. Jeffrey W. Jones	12" WL Improvements, FM 1464 Phase 1 from Bissonnet st. to Belair Blvd	7,000 LF of 12" WL 1,200LF of 20" casing	\$ 677,605.00	Fort Bend Co. MUD#30	JA. Costanza	Inspector	281-930-9339	jw@ja-costanza.com
8. Math Thonies	Bridgeland Centerpoint Underground Conduits, Phase 13	2,000 LF of 8" conduits & 1,200 LF of 20" casing	\$ 465,680.00	Bridgeland Development, LP	BGE	Inspector	772-213-0949	mthonies@bgeinc.com
9. Mike McClure P E	WL Rehabilitation/Replacement for Blacklock Rd., Flint Forest Ln., and Wendover Ln.	8" WL HDPE/C900, wet connects via trenchless	\$ 406,381.00	City of Bunker Hill Village	BPS Klotz	Civil Engineer	281-589-7257	Mike.McClure@bpgroup.com
10. Kimberly Waddell	2018 WL Improvements Seabrook Project No. 2018-008	12" WL wet connect, bores, casing	\$ 39,200.50	City of Seabrook	Cobbendley	Civil Engineer	281-993-4953	kwaddell@cobbendley.com
11. Webb Pederson	Point Aquarius Sub-Section 1 Waterline Replacement-Phase III	2,850 LF of 8" WL C900, casing, valves, FH, trenchless	\$ 272,700.00	Point Aquarius MUD	Hurt-Zollars, INC.	Inspector	281-813-3670	wpederson@hurt-zollars.com
12. Ricky Bourque	Bayshore Park waterline relocation	1,400 LF of 8" WL via trenchless	\$ 130,372.00	City of La Porte	Shauburg-Polk, INC	Civil Engineer	281-920-0887	rbourque@spj-eng.com
13. Bobby Nagel	Phase 3C Reclaimed water Distribution	5,500 LF of 2' 8" PVC via trenchless	\$ 367,275.00	Southern Montgomery Co. MI	Cobbendley/LTA	Civil Engineer	713-859-9528	bnagel@ltaengineers.com
14. Jaime Salinas P E	Waterline extension Along Wallbridge Rd. Phase II	2,413 LF of 12" WL via trenchless with 20" casing	\$ 371,172.00	Harris Co. MUD #53	Hurt-Zollars, INC.	Civil Engineer	281-496-0066	jsalinas@hurt-zollars.com
15. Lev Lowe	Pinewood Drive Waterline	1,400 - 6" WL wet connects, bores, open cut, Meters	\$ 61,925.00	Chateau Woods MUD	L Squared Engineering	Civil Engineer	816-647-0420	lev@l2engineering.com
16. Edwin Lloyd	Street Drains and Water Line Improvements for Warren Dr, Kith Dr, and Valley Star Dr.	3,800 LF of 8" WL wet connects, bores, open cut, DIP, Meter connections	\$ 379,248.00	Bunker Hill Village	Bunker Hill Village	Inspector	281-660-4737	elloyd@ha-engineers.com
17. Stephen Volberg	2018 Water Improvements TXCDRG Contract No. 7218189	2,740 LF of 6" WL Wet connects, meters, FH	\$ 235,500.00	Huntsville TX	TAC Companies Garver	Civil Engineer	512-689-6415	stephen@taccompanies.com
18. David Sankala	2019 Water Distribution System Improvements TXCDRG Contract 7218090	7,000 LF of 6" WL FH, Services, 8" force main to serve	\$ 468,129.00	Columbus TX	John D. Mercer	Civil Engineer	361-782-7121	dsm@jdmcc.com
19. Ryan Craig Vogler	Brackridge west Within Timberlane Utility District	1,800 LF of 8" DR18 sanitary sewer for cmain	\$ 123,530.00	Spring, TX	Van De Wiele & Vogler, Inc	Civil Engineer	713-782-0002	rvogler@vandewiele-eng.com
20. William Ragner	Katy Gap Waterline Extension	1,500 LF of 8" WL C900, access roads, 24" RCP C-76	\$ 148,664.00	Katy, TX	Van De Wiele & Vogler, Inc	Civil Engineer	713-782-0002	WRagner@vandewiele-eng.com
21. Tony Miller	San Houston Ave. & Ave. J Waterline Replacement	Approx. 1,000 LF of 12" & 8" WL	\$ 156,105.00	Huntsville, TX	McClure-Brown Engineering/Surveying, INC	Civil Engineer	979-693-8838	tonym@mcclurebrown.com
22. Steven Robertson	2018-2019 Miscellaneous Waterline Replacement	Approx. 2,500 LF of 12" & 8" WL	\$ 358,862.00	Huntsville, TX	LightPoint Consulting Eng.	Civil Engineer	713-634-9097	steven@spenaa.com
23. Jaime Salinas P E	PAMUD-phase Aquarius Substation Section 1 Waterline Replacement Phase IV	Approx. 2,000 LF of 8" WL	\$ 207,142.00	Wills, TX	Hurt-Zollars, INC.	Civil Engineer	832-350-2123	jsalinas@hurt-zollars.com
24. Doug Bradford	Glen Camp 14-inch Force Main on FM 2094 Project	Approx. 3,000 LF of 14" 35 Force main, 24" Casing	\$ 652,595.00	League City, TX	Attk Engineers	Civil Engineer	832-498-3183	doug.bradford@attkengineers.com
25. Lance Hale	12" PVC WL off 145 Feeder (Private job)	approx 750 LF of 12" WL infint of bor cutter Dealer	\$ 110,000.00	Frenchwood	Freeman	Owner representative	816-695-5783	
26. Shanna O'Hara	Brackridge Water Main Relocation	Approx. 500 LF of 8" WL	\$ 78,726.00	Spring, TX	Vogler & Spencer Eng.	Civil Inspector	713-7820042	Shanna@vsn-eng.com
27. Jesse Leon	Bank	Main Supplier			Wells Fargo	Bank Manager	713-209-6342	Jesse.Leon@coreandmain.com
28. Tim Kirk	Supplier	bonds			HO Supply/Corr&Main	Sales Manager	713-672-1472	timkirk@corcomet.net

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

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
01/01/2022	ARIV1000822	20-04235	KSA PROJECT PA.050 WATER	23,494.08
01/01/2022	ARIV1001080	20-04235	KSA PROJECT PA.050 WATER	23,155.75
01/01/2022	ARIV1001362	20-04235	KSA PROJECT PA.050 WATER	15,444.00
01/29/2022	ARIV1001594	20-04235	KSA PROJECT PA.050 WATER	8,160.27

CHECK TOTAL 70,254.10

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

200593

DATE	AMOUNT
03/04/2022	\$***70,254.10 VOID AFTER 90 DAYS

PAY ---- SEVENTY THOUSAND TWO HUNDRED FIFTY FOUR & 10/100 DOLLARS ----

TO THE ORDER OF ** KSA ENGINEERS, INC. **
140 EAST TYLER STREET
SUITE 600
LONGVIEW, TX 75601

VOID WHEN MADE
FOLDED WITH HEAT

200593

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

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
01/01/2022	ARIV1000822	20-04235	KSA PROJECT PA.050 WATER	23,494.08
01/01/2022	ARIV1001080	20-04235	KSA PROJECT PA.050 WATER	23,155.75
01/01/2022	ARIV1001362	20-04235	KSA PROJECT PA.050 WATER	15,444.00
01/29/2022	ARIV1001594	20-04235	KSA PROJECT PA.050 WATER	8,160.27

** KSA ENGINEERS, INC. **
140 EAST TYLER STREET
SUITE 600
LONGVIEW, TX 75601

CHECK TOTAL 70,254.10



KSA Engineers, Inc.
140 East Tyler Street, Suite 600
Longview, TX 75601
USA

Tax registration number: 75-1600863

Ms. Teresa Herrera, TRMC
City Manager
City of Palestine
1620 Palestine Avenue
Palestine, TX 75801
USA

Invoice

Invoice number ARIV1000822
Date Oct 30, 2021
Customer account ARCU0013236
Payment terms Net 30 Days

Customer PO

Oct 1, 2021 to Oct 30, 2021
Project manager Jeremy Roberts Orr
Purchase Order No. 20-04029 (Study & Report)
Purchase Order No. 20-04096

received
11/15/21

PA050: ; Water Treatment Plant Generator

Phase	Contract value	% Progress	Earned	Previous billing	Current billing
Study and Report	45,000.00	100.00%	45,000.00	45,000.00	0.00
Preliminary Design	160,000.00	100.00%	160,000.00	160,000.00	0.00
Design Survey	2,070.00	100.00%	2,070.00	2,070.00	0.00
Geotechnical Investigation	9,775.00	100.00%	9,775.00	9,775.00	0.00
Final Design	103,415.00	100.00%	103,415.00	103,415.00	0.00
Electrical Power System Study	20,000.00	9.33%	1,866.25	1,866.25	0.00
TCEQ Coordination	5,000.00	75.20%	3,760.00	3,760.00	0.00
Bidding	10,000.00	100.00%	10,000.00	10,000.00	0.00
Construction	90,000.00	50.00%	45,000.00	37,800.00	7,200.00
Construction Materials Testing	20,240.00	51.46%	10,415.50	4,505.42	5,910.08
RPR Construction Services	129,800.00	50.00%	64,900.00	54,516.00	10,384.00
Risk Assessment Plan Update	20,000.00	0.00%	0.00	0.00	0.00
Emergency Response Plan update	15,000.00	0.30%	45.00	45.00	0.00
Reimbursables	10,000.00	39.92%	3,992.00	3,992.00	0.00

PAYMENT AUTHORIZATION		Quantity	Price	Amount
Description: <u>Project PA050: ; Water Treatment Plant Generator</u>				23,494.08
Acct #: <u>20-04235</u>				
Limit: 640,300.00 ; To date: 460,238.75 ; Remaining: 180,061.25				

Acct #: 610-5710-7440 \$ 23,494.08

Describe: Water Plant Generator Project

OPT OIR: [Signature] ☒ 2-28-22

INC DIR: [Signature] ☒ 03/01/2022

CITY MNR: [Signature] ☐

Grand total 23,494.08
Currency USD



Invoice

KSA Engineers, Inc.
140 East Tyler Street, Suite 600
Longview, TX 75601
USA

Tax registration number: 75-1600863

Ms. Teresa Herrera, TRMC
City Manager
City of Palestine
1620 Palestine Avenue
Palestine, TX 75801
USA

Invoice number ARIV1001080

Date Nov 27, 2021

Customer account ARCU0013236

Payment terms Net 30 Days

Customer PO

Oct 31, 2021 to Nov 27, 2021

Project manager Jeremy Roberts Orr

Purchase Order No. 20-04029 (Study &
Report)

Purchase Order No. 20-04096



PA050: ; Water Treatment Plant Generator

Phase	Contract value	% Progress	Earned	Previous billing	Current billing
Study and Report	45,000.00	100.00%	45,000.00	45,000.00	0.00
Preliminary Design	160,000.00	100.00%	160,000.00	160,000.00	0.00
Design Survey	2,070.00	100.00%	2,070.00	2,070.00	0.00
Geotechnical Investigation	9,775.00	100.00%	9,775.00	9,775.00	0.00
Final Design	103,415.00	100.00%	103,415.00	103,415.00	0.00
Electrical Power System Study	20,000.00	15.21%	3,042.00	1,866.25	1,175.75
TCEQ Coordination	5,000.00	75.20%	3,760.00	3,760.00	0.00
Bidding	10,000.00	100.00%	10,000.00	10,000.00	0.00
Construction	90,000.00	60.00%	54,000.00	45,000.00	9,000.00
Construction Materials Testing	20,240.00	51.46%	10,415.50	10,415.50	0.00
RPR Construction Services	129,800.00	60.00%	77,880.00	64,900.00	12,980.00
Risk Assessment Plan Update	20,000.00	0.00%	0.00	0.00	0.00
Emergency Response Plan update	15,000.00	0.30%	45.00	45.00	0.00
Reimbursables	10,000.00	39.92%	3,992.00	3,992.00	0.00

PAYMENT AUTHORIZATION

Description	Quantity	Price	Amount
Project PA050: ; Water Treatment Plant Generator			23,155.75
Acct #: 20-04235			
Limit: 640,300.00 ; To date: 483,394.50 ; Remaining: 156,905.50			

Acct #: 610-5110-7440 \$ 23,155.75
Describe: Water Plant Generator Project
DPT DIR: [Signature] [] 2-28-22
FINC DIR: [Signature] [] 03/01/2022
CTY MNR: [Signature] []

Grand total
Currency

23,155.75
USD



KSA Engineers, Inc.
140 East Tyler Street, Suite 600
Longview, TX 75601
USA

Tax registration number: 75-1600863

Ms. Teresa Herrera, TRMC
City Manager

City of Palestine
1620 Palestine Avenue
Palestine, TX 75801
USA

Invoice

Invoice number ARIV1001362

Date Dec 31, 2021

Customer account ARCU0013236

Payment terms Net 30 Days

Customer PO

Nov 28, 2021 to Dec 31, 2021

Project manager Jeremy Roberts Orr

Purchase Order No. 20-04029 (Study &
Report)

Purchase Order No. 20-04096



PA050: ; Water Treatment Plant Generator

Phase	Contract value	% Progress	Earned	Previous billing	Current billing
Study and Report	45,000.00	100.00%	45,000.00	45,000.00	0.00
Preliminary Design	160,000.00	100.00%	160,000.00	160,000.00	0.00
Design Survey	2,070.00	100.00%	2,070.00	2,070.00	0.00
Geotechnical Investigation	9,775.00	100.00%	9,775.00	9,775.00	0.00
Final Design	103,415.00	100.00%	103,415.00	103,415.00	0.00
Electrical Power System Study	20,000.00	15.50%	3,100.00	3,042.00	58.00
TCEQ Coordination	5,000.00	75.20%	3,760.00	3,760.00	0.00
Bidding	10,000.00	100.00%	10,000.00	10,000.00	0.00
Construction	90,000.00	67.00%	60,300.00	54,000.00	6,300.00
Construction Materials Testing	20,240.00	51.46%	10,415.50	10,415.50	0.00
RPR Construction Services	129,800.00	67.00%	86,966.00	77,880.00	9,086.00
Risk Assessment Plan Update	20,000.00	0.00%	0.00	0.00	0.00
Emergency Response Plan update	15,000.00	0.30%	45.00	45.00	0.00
Reimbursables	10,000.00	39.92%	3,992.00	3,992.00	0.00

Description		Quantity	Price	Amount
Project PA050: ; Water Treatment Plant Generator				15,444.00
Limit: 640,300.00 ; To date: 498,838.50 ; Remaining: 141,461.50				

PAYMENT AUTHORIZATION

PO # 20-01235 Partial ☐ Complete ☐

Acct #: 610-5110-7440 \$ 15,444.00

Describe: Water Plant Generator Project

DPT DIR: [Signature] ☐: 2-28-22

FINC DIR: [Signature] ☐: 02/01/2022

CTY MNR: [Signature] ☐:

Grand total 15,444.00
Currency USD



KSA Engineers, Inc.
140 East Tyler Street, Suite 600
Longview, TX 75601
USA

Tax registration number: 75-1600863

Ms. Teresa Herrera, TRMC
City Manager
City of Palestine
1620 Palestine Avenue
Palestine, TX 75801
USA

Invoice

Invoice number ARIV1001594

Date Jan 29, 2022

Customer account ARCU0013236

Payment terms Net 30 Days

Customer PO

Jan 1, 2022 to Jan 29, 2022

Project manager Jeremy Roberts Orr

Purchase Order No. 20-04029 (Study &
Report)

Purchase Order No. 20-04096



PA050: ; Water Treatment Plant Generator

Phase	Contract value	% Progress	Earned	Previous billing	Current billing
Study and Report	45,000.00	100.00%	45,000.00	45,000.00	0.00
Preliminary Design	160,000.00	100.00%	160,000.00	160,000.00	0.00
Design Survey	2,070.00	100.00%	2,070.00	2,070.00	0.00
Geotechnical Investigation	9,775.00	100.00%	9,775.00	9,775.00	0.00
Final Design	103,415.00	100.00%	103,415.00	103,415.00	0.00
Electrical Power System Study	20,000.00	15.50%	3,100.00	3,100.00	0.00
TCEQ Coordination	5,000.00	75.20%	3,760.00	3,760.00	0.00
Bidding	10,000.00	100.00%	10,000.00	10,000.00	0.00
Construction	90,000.00	70.00%	63,000.00	60,300.00	2,700.00
Construction Materials Testing	20,240.00	59.07%	11,955.77	10,415.50	1,540.27
RPR Construction Services	129,800.00	70.00%	90,860.00	86,966.00	3,894.00
Risk Assessment Plan Update	20,000.00	0.00%	0.00	0.00	0.00
Emergency Response Plan update	15,000.00	0.30%	45.00	45.00	0.00
Reimbursables	10,000.00	40.18%	4,018.00	3,992.00	26.00

PAYMENT AUTHORIZATION	
Description	Project PA050: ; Water Treatment Plant Generator
Acct #:	20-04235
Limit:	640,300.00 ; To date: 506,998.77 ; Remaining: 133,301.23
Acct #:	610-5110-7440
Describe:	Water Plant Generator Project
DPT OIR:	2-28-22
FINC DIR:	03/01/2022
CTY MNR:	

Quantity	Price	Amount
		8,160.27

Grand total 8,160.27
Currency USD



City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04235


Date: 07/12/2021

Request #: 20-04308

Vendor #: 01-01604

ISSUED TO: KSA ENGINEERS, INC.
140 EAST TYLER STREET
SUITE 600
LONGVIEW, TX 75601

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.050 WATER KSA PROJECT PA.050, WATER TREATMENT PLANT GENERATOR- \$640,300, LESS STUDY AND REPORT \$50,000.00	610-5-110-7440.005	014	0.00	296,520.28
						
TOTAL						296,520.28

[Signature]
City Manager

[Signature]
Finance Director

[Signature]
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# 75-600632

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

TASK ORDER FORM

This is Task Order No. PA.050A,
consisting of 7 pages,
dated July 21, 2020.

KSA Project Number: PA.050A

Owner Project (or Purchase Order) Number:

Project Name: Water Treatment Plant Standby Power 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: Water Treatment Plant Standby Power Improvements
- C. Description: Provide professional services for the development of plans and specifications for the construction of a standby diesel generator at the City of Palestine's Water Treatment Plant to power any two existing high service pumps and the rest of the existing water treatment equipment.

The project consists of the construction of a 750-kW, 2400-VAC diesel generator, automatic transfer switch, three (3) new soft starters for the existing high service pumps, new 300-kva transformer, building for automatic transfer switch and soft starters, foundations for generator and transformer. The estimated pre-agreement opinion of probable construction cost is \$1,967,600.00.

- 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:*
Not Included.
 - 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.

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		\$160,000.00	\$103,415.00	\$10,000.00	\$90,000.00		\$363,415.00	Lump Sum
Design Survey		\$2,070.00					\$2,070.00	
Electrical Power System Study					\$20,000.00		\$20,000.00	
Part Time Project Representative (12 months)					\$129,800.00		\$129,800.00	
Risk Assessment Plan Update					\$20,000.00		\$20,000.00	
Emergency Response Plan Update					\$15,000.00		\$15,000.00	
Subtotal		\$162,070.00	\$103,415.00	\$10,000.00	\$274,800.00		\$550,285.00	

TCEQ Coordination					\$5,000.00		\$5,000.00	Hourly Rate and Reimbursable Expenses
Reimbursable Expenses		\$1,000.00	\$1,000.00	\$500.00	\$2,500.00		\$5,000.00	
Geotechnical Investigation			\$9,775.00				\$9,775.00	
Construction Material Testing					\$20,240.00		\$20,240.00	
Subtotal		\$1,000.00	\$10,775.00	\$500.00	\$27,740.00		\$40,015.00	
Total		\$163,070.00	\$114,190.00	\$10,500.00	\$302,540.00		\$590,300.00	

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 360 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:

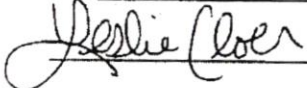
Principal	\$260.00/hour
Senior Environmental Planner	\$215.00/hour
Environmental Planner	\$170.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$168.00/hour
Senior Urban Design Planner	\$215.00/hour
Urban Design Planner	\$185.00/hour
Development Services Manager	\$195.00/hour
Electrical Engineer	\$230.00/hour
Mechanical Engineer	\$175.00/hour
Senior Project Manager	\$205.00/hour
Project Manager	\$175.00/hour
Senior Project Engineer	\$165.00/hour
Project Engineer	\$135.00/hour
Senior Design Engineer	\$120.00/hour
Design Engineer	\$110.00/hour
Senior Project Architect	\$190.00/hour
Project Architect	\$140.00/hour
Design Architect	\$100.00/hour
GIS Specialist	\$140.00/hour
Senior Engineering Technician	\$180.00/hour
Engineering Technician	\$100.00/hour
Senior Design Technician	\$120.00/hour
Design Technician	\$ 85.00/hour
Safety Manager	\$130.00/hour
Safety Specialist	\$ 95.00/hour
TCEQ Instructor	\$ 95.00/hour
Regulation Compliance Specialist	\$ 90.00/hour
Project Assistant	\$ 85.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$100.00/hour
Senior Project Representative - After Hours	\$120.00/hour
Project Representative	\$ 90.00/hour
Project Representative - After Hours	\$110.00/hour
Graphic Designer	\$ 70.00/hour
Administrative Assistant	\$ 75.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$185.00/hour
Two-Man Survey Crew	\$155.00/hour
Senior Registered Surveyor	\$160.00/hour
Registered Surveyor	\$130.00/hour
Senior Survey Technician	\$110.00/hour
Survey Technician	\$ 95.00/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 7/21/2020.

OWNER: City of Palestine

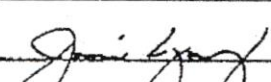
By: 

Name: Leslie Cloer, SPHR, SHRM-SCP

Title: City Manager

Date Signed: 7/21/2020

ENGINEER: KSA Engineers, Inc.

By: 

Name: Joncie H. Young, P.E.

Title: Director of Municipal Services

Date Signed: July 14, 2020

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.gov

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


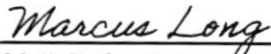

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 FIELD WORK ORDER No. 1	Date	October 5, 2021
	Project No.	PA.050
	Location	Palestine, TX
To (Contractor) McInnis Brothers Construction, Inc. 119 Pearl Street Minden, LA 71055	Job Description	Water Treatment Plant Standby Power Improvements
	Total Contract Price: Original \$1,844,000.00 Previous CO / WO \$0.00 Current \$1,844,000.00	

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
WO 1.1	Item 1.05 - Automatic Transfer Switch: Increase lump sum amount by \$3,000.00 to \$203,000.00	\$0.00	\$3,000.00
WO 1.2	Item 1.19 - Miscellaneous Allowance: Decrease allowance by \$3,000.00 to \$97,000.00 (\$100,000.00 - \$3,000.00 = \$97,000.00).	\$3,000.00	\$0.00
Change in contract price due to this Change Order:			
Total Decrease		\$3,000.00	
Total Increase			\$3,000.00
Difference between Columns (3) and (4)			\$0.00

The sum of **\$0.00** is hereby (unchanged) (~~added to~~) (~~deducted from~~) the total contract price, and the total adjusted contract price to date thereby is **\$1,844,000.00**.

The time provided for completion in the contract is (unchanged) (~~increased by~~) (~~decreased by~~) **00** additional calendar days added to the contract time for a total adjusted contract time of **360** calendar days for substantial completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by (Engineer)	 _____ KSA Engineers, Inc.	10-5-2021 Date
Accepted by (Contractor)	 _____ McInnis Brothers Construction, Inc.	10/5/21 Date
Approved by (Owner)	 _____ City of Palestine	10/19/21 Date

01-00656 ** JOHNSON LAB & SUPPLY, INC. **

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
01/27/2022	246431-001		JOHNSON LAB & SUPPLY, INC.	224.64
	1 1/2 MIP X PVC ADAPTER			
01/10/2022	247044-000		JOHNSON LAB & SUPPLY, INC.	2,785.59
	FIRE HYDRANT WITH STORZ FITTING			
01/05/2022	247307-000		JOHNSON LAB & SUPPLY, INC.	346.77
	6" BENDS, 8: MJ CAP			
01/05/2022	247315-000		JOHNSON LAB & SUPPLY, INC.	2,814.08
	BRASS STOCK			
01/05/2022	247373-000		JOHNSON LAB & SUPPLY, INC.	379.30
	2- 8" MEGA LUG KITS			
01/10/2022	247498-000		JOHNSON LAB & SUPPLY, INC.	720.53
	WATER PARTS-STOCK			

STUB TOTAL 7,270.91
CHECK TOTAL 28,822.11

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

200592

DATE 03/04/2022 AMOUNT \$***28,822.11
VOID AFTER 90 DAYS

PAY ---- TWENTY EIGHT THOUSAND EIGHT HUNDRED TWENTY TWO & 11/100 DOLLARS ----

TO THE ORDER OF ** JOHNSON LAB & SUPPLY, INC. **
415 N TENNESSEE
PALESTINE, TX 75801

RUB RED IMAGE
FACES WITH HEAT

200592

01-00656 ** JOHNSON LAB & SUPPLY, INC. **

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
01/27/2022	246431-001		JOHNSON LAB & SUPPLY, INC.	224.64
	1 1/2 MIP X PVC ADAPTER			
01/10/2022	247044-000		JOHNSON LAB & SUPPLY, INC.	2,785.59
	FIRE HYDRANT WITH STORZ FITTING			
01/05/2022	247307-000		JOHNSON LAB & SUPPLY, INC.	346.77
	6" BENDS, 8: MJ CAP			
01/05/2022	247315-000		JOHNSON LAB & SUPPLY, INC.	2,814.08
	BRASS STOCK			
01/05/2022	247373-000		JOHNSON LAB & SUPPLY, INC.	379.30
	2- 8" MEGA LUG KITS			
01/10/2022	247498-000		JOHNSON LAB & SUPPLY, INC.	720.53
	WATER PARTS-STOCK			

** JOHNSON LAB & SUPPLY, INC. **
415 N TENNESSEE
PALESTINE, TX 75801

STUB TOTAL 7,270.91
CHECK TOTAL 28,822.11

01-00656 ** JOHNSON LAB & SUPPLY, INC. **

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
CONTINUED				
01/27/2022	247498-001		JOHNSON LAB & SUPPLY, INC.	1,206.61
01/06/2022	247511-000		JOHNSON LAB & SUPPLY, INC.	4.72
01/10/2022	247570-000		JOHNSON LAB & SUPPLY, INC.	772.65
01/12/2022	247663-000		JOHNSON LAB & SUPPLY, INC.	115.97
01/18/2022	247687-000		JOHNSON LAB & SUPPLY, INC.	2,220.99
02/22/2022	247868-000		JOHNSON LAB & SUPPLY, INC.	355.70

STUB TOTAL 4,676.64

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

200592

DATE 03/04/2022 AMOUNT ***** VOID *****
 VOID AFTER 90 DAYS

PAY **VOID**VOID**VOID**VOID**VOID**VOID**VOID**VOID

TO THE ORDER OF ** JOHNSON LAB & SUPPLY, INC. **
 415 N TENNESSEE
 PALESTINE, TX 75801

RED RED IMAGE
 FADING WITH HEAT

VOID

⑈200592⑈ ⑆113122655⑆ ⑈6093686⑈

200592

01-00656 ** JOHNSON LAB & SUPPLY, INC. **

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
CONTINUED				
01/27/2022	247498-001		JOHNSON LAB & SUPPLY, INC.	1,206.61
01/06/2022	247511-000		JOHNSON LAB & SUPPLY, INC.	4.72
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** JOHNSON LAB & SUPPLY, INC. **
 415 N TENNESSEE
 PALESTINE, TX 75801

STUB TOTAL 4,676.64

01-00656 ** JOHNSON LAB & SUPPLY, INC. **

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
CONTINUED				
01/26/2022	248030-000		6" TAPPING CLAMP	
01/27/2022	248048-000		6" COUPLING & BOLTS	
01/27/2022	248073-000		WATER- STOCK	
02/22/2022	248450-000		6" MJ X MJ VALVE	
02/23/2022	248618-000		1 1/2 ADAPTERS	
			FIRE HYDRANT & BRASS STOCK	
			JOHNSON LAB & SUPPLY, INC.	246.83
			JOHNSON LAB & SUPPLY, INC.	2,283.92
			JOHNSON LAB & SUPPLY, INC.	1,969.16
			JOHNSON LAB & SUPPLY, INC.	1,349.28
			JOHNSON LAB & SUPPLY, INC.	4,344.40

STUB TOTAL 10,193.59

PLEASE DETACH STUB BEFORE DEPOSITING

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City Of Palestine
504 North Queen Street
Palestine, Texas 75801
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1015 North Church Street
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113122655

200592

DATE	AMOUNT
03/04/2022	**** VOID **** VOID AFTER 90 DAYS

PAY **VOID**VOID**VOID**VOID**VOID**VOID**VOID**VOID

TO THE ORDER OF ** JOHNSON LAB & SUPPLY, INC. **
415 N TENNESSEE
PALESTINE, TX 75801

RUB RED INK
RIDGES WITH HEAT

VOID

⑈200592⑈ ⑆113122655⑆ ⑈6093686⑈

200592

01-00656 ** JOHNSON LAB & SUPPLY, INC. **

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
CONTINUED				
01/26/2022	248030-000		6" TAPPING CLAMP	
01/27/2022	248048-000		6" COUPLING & BOLTS	
01/27/2022	248073-000		WATER- STOCK	
02/22/2022	248450-000		6" MJ X MJ VALVE	
02/23/2022	248618-000		1 1/2 ADAPTERS	
			FIRE HYDRANT & BRASS STOCK	
			JOHNSON LAB & SUPPLY, INC.	246.83
			JOHNSON LAB & SUPPLY, INC.	2,283.92
			JOHNSON LAB & SUPPLY, INC.	1,969.16
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			JOHNSON LAB & SUPPLY, INC.	4,344.40

** JOHNSON LAB & SUPPLY, INC. **
415 N TENNESSEE
PALESTINE, TX 75801

STUB TOTAL 10,193.59

01-00656 ** JOHNSON LAB & SUPPLY, INC. **

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
CONTINUED				
02/22/2022	248619-000		JOHNSON LAB & SUPPLY, INC.	2,878.04
FIRE HYDRANT & COMP. FITTINGS				
02/22/2022	248702-000		JOHNSON LAB & SUPPLY, INC.	263.96
SADDLE TAPS FOR CHECKING TDH IN LS				
02/23/2022	248712-000		JOHNSON LAB & SUPPLY, INC.	135.25
4" CLAMP				
02/24/2022	248763-000		JOHNSON LAB & SUPPLY, INC.	2,848.50
WATER-STOCK				
02/24/2022	248764-000		JOHNSON LAB & SUPPLY, INC.	555.22
2" VALVE				

STUB TOTAL 6,680.97

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

200592

DATE	AMOUNT
03/04/2022	**** VOID **** VOID AFTER 90 DAYS

PAY **VOID**VOID**VOID**VOID**VOID**VOID**VOID**VOID

TO THE ORDER OF ** JOHNSON LAB & SUPPLY, INC. **
415 N TENNESSEE
PALESTINE, TX 75801

VOID RED IMAGE
FADING WITH HEAT

⑈200592⑈ ⑆113122655⑆ ⑈6093686⑈

200592

01-00656 ** JOHNSON LAB & SUPPLY, INC. **

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
CONTINUED				
02/22/2022	248619-000		JOHNSON LAB & SUPPLY, INC.	2,878.04
FIRE HYDRANT & COMP. FITTINGS				
02/22/2022	248702-000		JOHNSON LAB & SUPPLY, INC.	263.96
SADDLE TAPS FOR CHECKING TDH IN LS				
02/23/2022	248712-000		JOHNSON LAB & SUPPLY, INC.	135.25
4" CLAMP				
02/24/2022	248763-000		JOHNSON LAB & SUPPLY, INC.	2,848.50
WATER-STOCK				
02/24/2022	248764-000		JOHNSON LAB & SUPPLY, INC.	555.22
2" VALVE				

** JOHNSON LAB & SUPPLY, INC. **
415 N TENNESSEE
PALESTINE, TX 75801

STUB TOTAL 6,680.97

PAYMENT AUTHORIZATION

PO # _____ Partial ☐ Complete ☒

Acct #: 610.5.571.4450 \$ 224.64

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Acct #: 1 1/2 MIP X AL ADAPTER

DIR: _____ ☐ 2-28-22

DIR: _____ ☐ _____

DIR: _____ ☐ _____



Johnson Lab & Supply Inc.
415 N. Tennessee St.
Palestine, TX 75801
Phone: 903-729-3111
Fax: 903-729-3355

INVOICE

Invoice No.: 247044-000
Date: 01/10/2022
Page: 1

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

PAST DUE

P.O. No.: JASON UTILITY

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247044-000	116680	MIKE	OUR TRUCK	12/16/2021	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
2780-4ST 4" BRY SILVER HYDRANT W/ STORZ PALESTINE HYDRANT	1	1	EACH	2785.59		2,785.59

Sub Total: 2,785.59

Total: \$ 2,785.59

PAYMENT AUTHORIZATION	
PO #	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: 610.5.571.4450	\$ 2,785.59
Acct #:	\$
Acct #:	\$
Describe: F/H AVK WITH STORZ FITTING	
DATE: 2-28-22	
DATE: 03/01/2022	
CTY MNR:	

PAST DUE

Invoice No.: **247307-000**
Date: **01/05/2022**
Page: **1**

Sold To:

**PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801**

Ship To:

**PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801**

P.O. No.: **UTILITY MAINT. AUSTIN**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247307-000	116680	MIKE	CUST PU	01/03/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
DMB0690 6 DI SSB MJ 90 BEND LESS ACC. PACKS	2	2	EACH	130.04		260.08
DMK08 8 MJ CAP LESS ACC. PACKS	1	1	EACH	86.69		86.69

Sub Total: 346.77

Total: \$ 346.77

PAYMENT AUTHORIZATION	
PO #	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: <u>610.5.571.4450</u>	\$ <u>346.77</u>
Acct #:	\$
Acct #:	\$
Describe: <u>6" MJ BENDS, 8" MJ CAP</u>	
DATE: <u>2-28-22</u>	<input type="checkbox"/> : <u>2-28-22</u>
DATE: <u></u>	<input type="checkbox"/> : <u></u>
CITY MNR: <u></u>	<input type="checkbox"/> : <u></u>

Sold To:

**PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801**

Ship To:

**PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801**

PAST DUE

P.O. No.: **JASON UTILITY**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247315-000	116680	MIKE	CUST PU	01/03/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
7500150 1 1/2 BRONZE GATE VALVE ***HAMMOND***	2	2	EACH	165.75		331.50
V15702 2" THD RW GATE VALVE "WITH 2" OPERATING NUT"	6	6	EACH	384.84		2,309.04
2089 1 1/2 X 12 BRASS NIPPLE	2	2	EACH	35.77		71.54
2094 1-1/2" BRASS 45 BEND	2	2	EACH	16.72		33.44
2091 1-1/2" BRASS 90 BEND	4	4	EACH	17.14		68.56

Sub Total: 2,814.08

Total: \$ 2,814.08

PAYMENT AUTHORIZATION	
PO #	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: 610-5-571-4450	\$ 2814.08
Acct #:	\$
Acct #:	\$
Describe: BRASS STOCK	
DATE DIR:	2-28-22
FINC DIR:	03/11/2022
CITY MNR:	

Invoice No.: **247373-000**
Date: **01/05/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

PAST DUE

P.O. No.: **UTILITY MAINT. AUSTIN**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247373-000	116680	MIKE	CUST PU	01/05/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
DML08 8 X 12 DI SSB MJ LONG SLEEVE LESS ACC. PACKS	2	2	EACH	189.65		379.30

Sub Total: 379.30

Total: \$ 379.30

PAYMENT AUTHORIZATION

PO # _____ Partial ☐ Complete ☒

Acct #: 610.6.571.4450 \$ 379.30

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: 2 - 8" MEGA LUBS KITS

OPT DIR: _____ ☐: 2-28-22

FINC DIR: [Signature] ☐: 03/01/2022

CTY MNR: _____ ☐: _____

**Johnson Lab & Supply Inc.**

415 N. Tennessee St.

Palestine, TX 75801

Phone: 903-729-3111

Fax: 903-729-3355

INVOICEInvoice No.: **247498-000**Date: **01/10/2022**Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

PAIDP.O. No.: **JASON UTILITY**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247498-000	116680	MIKE	OUR TRUCK	01/06/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
2112 2" BRASS COUPLING	10	10	EACH	26.55		265.50
C8766NL 11/2 X 11/2 MIPT X PVC PIPE MALE ADAPTER NO LEAD	5	0	EACH	86.39		0.00
UFR1500ZA8 8 CIRCLE-LOCK RETAINER GLAND W/ACC. FOR C900 PI	15	0	EACH	74.79		0.00
UFR1500ZA10 10 RETAINER GLAND FOR IPS & C900 PIE W/ ACCESSORIES	6	0	EACH	129.11		0.00
2109G 2 X 24 BRASS NIPPLE	6	3	EACH	103.01		309.03
2110 2" BRASS TEE	8	4	EACH	36.50		146.00

Sub Total: **720.53**Total: **\$ 720.53**

PAYMENT AUTHORIZATION	
PO # _____	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
Acct #: 610-5-571-4450	\$ 720.53
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: WATER PARTS STOCK	
DPT DIR: _____	<input type="checkbox"/> : 2-28-22
FINC DIR: _____	<input type="checkbox"/> : _____
CTY MNR: _____	<input type="checkbox"/> : _____

**Johnson Lab & Supply Inc.**

415 N. Tennessee St.
Palestine, TX 75801
Phone: 903-729-3111
Fax: 903-729-3355

INVOICE

Invoice No.: 247498-001
Date: 01/27/2022
Page: 1

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

P.O. No.: JASON UTILITY

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247498-001	116680	MIKE	OUR TRUCK	01/06/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
C8766NL 11/2 X 11/2 MIPT X PVC PIPE MALE ADAPTER NO LEAD	5	5	EACH	86.39		431.95
UFR1500ZA8 8 CIRCLE-LOCK RETAINER GLAND W/ACC. FOR C900 PI	15	0	EACH	74.79		0.00
UFR1500ZA10 10 RETAINER GLAND FOR IPS & C900 PIE W/ ACCESSORIES	6	6	EACH	129.11		774.66
2109G 2 X 24 BRASS NIPPLE	3	0	EACH	103.01		0.00
2110 2" BRASS TEE	4	0	EACH	36.50		0.00

Sub Total: 1,206.61

Total: \$ 1,206.61

PAYMENT AUTHORIZATION	
PO # _____	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
Acct #: 610-5-571-4450	\$ 1,206.61
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: WATER STORK	
DPT DIR: _____	<input type="checkbox"/> : 2-28-22
PHC DIR: _____	<input type="checkbox"/> : 03/01/2022
CTY MNR: _____	<input type="checkbox"/> : _____

Invoice No.: **247511-000**
Date: **01/06/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

PAID

P.O. No.: **UTILITY MAINT. DANIEL**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247511-000	116680	MIKE	CUST PU	01/06/2022	

Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
2054 1 X 3/4 BRASS HEX BUSHIN	1	1	EACH	4.72		4.72

Sub Total: 4.72
Total: \$ 4.72

PAYMENT AUTHORIZATION	
PO # _____	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: <u>610.5.571.4450</u>	\$ <u>4.72</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>1" x 3/4" REDUCER</u>	
DATE DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>2-28-22</u>
FINC DIR: _____	<input type="checkbox"/> : _____
CITY MNR: _____	<input type="checkbox"/> : _____



Johnson Lab & Supply Inc.
415 N. Tennessee St.
Palestine, TX 75801
Phone: 903-729-3111
Fax: 903-729-3355

INVOICE

Invoice No.: 247570-000
Date: 01/10/2022
Page: 1

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

PAST DUE

P.O. No.: SUNSET #4 ATHENS CONTR

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247570-000	116680	MIKE	CUST PU	01/10/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
V157106 6" MJ RW GATE VALVE LESS ACC PACKS	1	1	EACH	772.65		772.65

Sub Total: 772.65

Total: \$ 772.65

PAYMENT AUTHORIZATION	
PO #	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: 610.5.571.4450	\$ 772.65
Acct #:	\$
Acct #:	\$
Description: 6" VALVE FOR SUNSET - DID NOT HAVE ONE IN STOCK FOR CON.	
DATE: 2-28-22	
DATE:	
DATE:	

**Johnson Lab & Supply Inc.**

415 N. Tennessee St.
Palestine, TX 75801
Phone: 903-729-3111
Fax: 903-729-3355

INVOICE

Invoice No.: **247663-000**
Date: **01/12/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801



P.O. No.: UTILITY MAINT. AUSTIN

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247663-000	116680	MIKE	CUST PU	01/12/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
F108947 8 X 7 1/2 F C CLAMP 8.54 8.94 O. D.	1	1	EACH	115.97		115.97

Sub Total: 115.97

Total: \$ 115.97

PAYMENT AUTHORIZATION	
PO #	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: 610.5.571.4450	\$ 115.97
Acct #:	\$
Acct #:	\$
Describe: 8" x 7 1/2" CLAMP	
DPT DIR: [Signature]	<input type="checkbox"/> 2-28-22
FINC DIR:	<input type="checkbox"/>
CTY MNR:	<input type="checkbox"/>

Invoice No.: **247687-000**
Date: **01/18/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

PAID

P.O. No.: **UTILITY MAINT. JASON**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247687-000	116680	MIKE	OUR TRUCK	01/13/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
UFR1500ZA8 8 CIRCLE-LOCK RETAINER GLAND W/ACC. FOR C900 PI	6	0	EACH	74.79		0.00
PB404 4 SCH 40 BE PVC PIPE	80	80	FEET	5.64		451.20
BA43232WGNL 3/4 CTS X METER NUT ANGLE BALL VALVE NO-LEAD	5	5	EACH	62.97		314.85
2100 2" X CLS BRASS NIPPLE	10	6	EACH	12.33		73.98
2112 2" BRASS COUPLING	10	0	EACH	26.55		0.00
26100069012000 6.84-7.24 X 12 SS FC CLAMP SMITH BLAIR	10	7	EACH	197.28		1,380.96

PAYMENT AUTHORIZATION	
PO #	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
Acct #: <u>610-5-571-4450</u>	\$ <u>2,220.99</u>
Acct #:	\$
Acct #:	\$
Describe: <u>WATER PARS STOCK</u>	
DPT DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>2-28-22</u>
FINC DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>03/01/22</u>
CTY MNR:	<input type="checkbox"/> :

Sub Total: **2,220.99**
Total: **\$ 2,220.99**

Invoice No.: **247868-000**
Date: **02/22/2022**
Page: **1**

Sold To:

**PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801**

Ship To:

**PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801**

P.O. No.: **JASON UTILITY**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	247868-000	116680	MIKE	OUR TRUCK	01/20/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
*23800069012008 6.84-7.24 X 12 W/ 1"IP TAP	2	2	EACH	177.85		355.70

Sub Total: 355.70

Total: \$ 355.70

PAYMENT AUTHORIZATION	
PO # _____	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: <u>610-5-571-4450</u>	\$ <u>355.70</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>6" TAPPING CLAMP</u>	
OFF DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>355.70</u>
FINC DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>03/01/2022</u>
CTY MNR: _____	<input type="checkbox"/> : _____

**Johnson Lab & Supply Inc.**

415 N. Tennessee St.
Palestine, TX 75801
Phone: 903-729-3111
Fax: 903-729-3355

INVOICEInvoice No.: **248030-000**Date: **01/26/2022**Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

P.O. No.: **utilities**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	248030-000	116680	MIKE	CUST PU	01/26/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
SSA0613 6 SW X SOLID HYD ADAPTR LESS ACC. PACKS	1	1	EACH	211.93		211.93
MG06 6 SM MJ GASKET ONLY	2	2	EACH	7.55		15.10
TB35 3/4 X 3 1/2 T BOLT & NUT	12	12	EACH	1.65		19.80

Sub Total: **246.83**Total: **\$ 246.83**

PAYMENT AUTHORIZATION	
PO # _____	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: <u>410-5-571-4450</u>	\$ <u>246.83</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>6" ANGLE COUPLING 1 BOLT</u>	
EST DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>2-28-22</u>
FINC DIR: _____	<input type="checkbox"/> : _____
CITY MNR: _____	<input type="checkbox"/> : _____

**Johnson Lab & Supply Inc.**

415 N. Tennessee St.
Palestine, TX 75801
Phone: 903-729-3111
Fax: 903-729-3355

INVOICE

Invoice No.: **248048-000**
Date: **01/27/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

P.O. No.: JASON UTILITY

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	248048-000	116680	MIKE	OUR TRUCK	01/27/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
FB5007NL 2" CORP STOP MIPT X MIPT BALL VALVE NO-LEAD	4	0	EACH	316.37		0.00
UFR1500RZA6 6" 1500 RAPID INSTALL RESTRAIN GLAND PACK W/ SOEZ	20	20	EACH	56.39		1,127.80
MG06 6 SM MJ GASKET ONLY	20	20	EACH	7.55		151.00
20000984260 8 HYMAX 2 FLIP COUPLING 8.54-9.84 OD RANGE	4	3	EACH	335.04		1,005.12

Sub Total: 2,283.92

Total: \$ 2,283.92

PAYMENT AUTHORIZATION	
PO # _____	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
Acct #: 610.5.571.4450	\$ 2,283.92
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: WATER STORK	
OUT DIR: _____	<input type="checkbox"/> : 2-28-22
FINC DIR: _____	<input type="checkbox"/> : 2/1/2022
CTY MNR: _____	<input type="checkbox"/> : _____

**Johnson Lab & Supply Inc.**

415 N. Tennessee St.

Palestine, TX 75801

Phone: 903-729-3111

Fax: 903-729-3355

INVOICEInvoice No.: **248073-000**Date: **01/27/2022**Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

P.O. No.: **JASON UTILITY**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	248073-000	116680	MIKE	CUST PU	01/26/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
V157106 6" MJ RW GATE VALVE LESS ACC PACKS	2	2	EACH	772.65		1,545.30
SSA0613 6 SW X SOLID HYD ADAPTR LESS ACC. PACKS	2	2	EACH	211.93		423.86

Sub Total: **1,969.16**Total: **\$ 1,969.16**

PAYMENT AUTHORIZATION	
PO # _____	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: <u>610.5.571.4450</u>	\$ <u>1969.16</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>6" MJ X MJ VALVE</u>	
DATE: _____	DATE: <u>2-28-22</u>
SIGN: <u>[Signature]</u>	DATE: <u>03/01/2022</u>
CITY MNR: _____	DATE: _____

Invoice No.: **248450-000**
Date: **02/22/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

P.O. No.: **JASON UTILITY**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	248450-000	116680	MIKE	OUR TRUCK	02/10/2022	

Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
C1466GNL 11/2 CTS X FIPT FEMALE ADAPTE NO LEAD	10	8	EACH	88.20		705.60
C1766NL 11/2 FIPT X 11/2 PVC FEMALE ADAPTER NO LEAD	10	6	EACH	107.28		643.68

Sub Total: 1,349.28

Total: \$ 1,349.28

PAYMENT AUTHORIZATION

PO # _____ Partial ☒ Complete ☐

Acct #: 610.5.571.4450 \$ 1349.28

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: 11/2 ADAPTERS

DEPT DIR: _____ ☐: 2-28-22

FINC DIR: [Signature] ☐: 03/01/2022

CITY MNR: _____ ☐: _____

Invoice No.: **248618-000**
Date: **02/23/2022**
Page: **1**

Sold To:

**PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801**

Ship To:

**PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801**

P.O. No.: **JASON UTILITY**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	248618-000	116680	MIKE	OUR TRUCK	02/17/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
2780-4ST 4" BRY SILVER HYDRANT W/ STORZ PALESTINE HYDRANT	1	1	EACH	2677.08		2,677.08
2109 2" X 12" BRASS NIPPLE	6	6	EACH	47.51		285.06
2108 2 X 8 BRASS NIPPLE	6	6	EACH	33.21		199.26
2110 2" BRASS TEE	4	0	EACH	36.50		0.00
411023801 2 X 5 DRESSER COUPLING SMITH BLAIR	20	20	EACH	59.15		1,183.00

Sub Total: 4,344.40

Total: \$ 4,344.40

PAYMENT AUTHORIZATION	
PO #	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
PO # 610.5.571.4450	\$ 4,344.40
Acct #	\$
Acct #	\$
Description: F/H AND BRASS STOCK	
OFF DIR: [Signature]	<input checked="" type="checkbox"/> : 2-28-22
FINC DIR: [Signature]	<input checked="" type="checkbox"/> : 03/01/22
CTY MGR:	<input type="checkbox"/> :

Invoice No.: **248619-000**
Date: **02/22/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

P.O. No.: **JASON UTILITY**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	248619-000	116680	MIKE	OUR TRUCK	02/17/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
2780-4ST 4" BRY SILVER HYDRANT W/ STORZ PALESTINE HYDRANT	1	1	EACH	2677.08		2,677.08
C8477GNL 2" MIP X CTS G NUT COUPLING NO LEAD	6	2	EACH	100.48		200.96
C4434GNL 1 X 3/4 CTS COUPLING FOR CTS TUBING G/NUT NO-LEAD	20	0	EACH	30.07		0.00

Sub Total: 2,878.04

Total: \$ 2,878.04

PAYMENT AUTHORIZATION

PO # _____ Partial ☒ Complete ☐

Acct # 610-5-571-4450 \$ 2,878.04

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: F/H AND COMP. FITTINGS

CITY DIR: _____ ☐: 2-28-22

FINC DIR: [Signature] ☐: 03/01/22

CITY MNR: _____ ☐: _____

**Johnson Lab & Supply Inc.**

415 N. Tennessee St.
Palestine, TX 75801
Phone: 903-729-3111
Fax: 903-729-3355

INVOICE

Invoice No.: **248702-000**
Date: **02/22/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

P.O. No.: **W.W.T.P BEN**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	248702-000	116680	MIKE	CUST PU	02/22/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
S71303 3 X 3/4 IP BRASS TAP SADDLE	2	2	EACH	37.06		74.12
S71403 4 X 3/4 IP BRZ SADDLE	2	2	EACH	43.62		87.24
CFA401075 3/4 BRASS BALL VALVE MATCO	4	4	EACH	18.67		74.68
2022 3/4" X 2" BRASS NIPPLE	4	4	EACH	3.24		12.96
250160F 2 1/2 0 160PSI GAGE OIL	1	1	EACH	14.96		14.96

Sub Total: 263.96**Total: \$ 263.96**

PAYMENT AUTHORIZATION	
PO # _____	Partial <input type="checkbox"/> Complete <input type="checkbox"/>
Acct #: <u>610-5-581-4313</u>	\$ <u>263.96</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>Saddle taps for checking TDH in 5 Stations</u>	
DPT DIR: _____	<input type="checkbox"/> : <u>2-28-22</u>
FINC DIR: _____	<input type="checkbox"/> : _____
CTY MNR: _____	<input type="checkbox"/> : _____

Invoice No.: **248712-000**
Date: **02/23/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

P.O. No.: **UTILITY MAINT. AUSTIN**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	248712-000	116680	MIKE	CUST PU	02/22/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
F1047315	1	1	EACH	135.25		135.25
4 X 15 F C CLAMP FOR PVC						
4.45 4.73 OD RANGE						

Sub Total: 135.25

Total: \$ 135.25

PAYMENT AUTHORIZATION	
PO #	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: 610-5-571-4450	\$ 135.25
Acct #:	\$
Acct #:	\$
Describe: 4" CLAMP	
DATE: 2-28-22	
BY: [Signature]	
BY MNR:	

Invoice No.: **248763-000**
Date: **02/24/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

P.O. No.: **JASON UTILITY**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	248763-000	116680	MIKE	CUST PU	02/24/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
C4444GNL 1" CTS COUPLING NO LEAD	20	0	EACH	29.61		0.00
226023807 2 X 7 FC CLAMP 2.35-2.63 OD RANGE	5	5	EACH	80.11		400.55
226023815 2 X 15 FC CLAMP 2.38-2.63 OD RANGE	5	0	EACH	163.57		0.00
DMB0645 6 DI SSB MJ 45 BEND LESS ACC PACKS	4	0	EACH	105.36		0.00
DML06 6 X 12 MJ SLEEVE LESS ACC PACKS	4	4	EACH	118.00		472.00
SSA0613 6 SW X SOLID HYD ADAPTR LESS ACC. PACKS	3	3	EACH	211.93		635.79
20000984260 8 HYMAX 2 FLIP COUPLING 8.54-9.84 OD RANGE	4	4	EACH	335.04		1,340.16

Sub Total: 2,848.50
Total: \$ 2,848.50

PAYMENT AUTHORIZATION

Partial ☒ Complete ☐

610-5-571-4450

2,848.50

WATER STOCK

DT DIR: ☐ 2-28-22

FINC DIR: ☐ 03/01/22

CTY MNR: ☐

Invoice No.: **248764-000**
Date: **02/24/2022**
Page: **1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS PAYABLE
PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF
201 E. CORONACA
PALESTINE, TX 75801

P.O. No.: **AUSTIN UTILITY**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	248764-000	116680	MIKE	T/S	02/24/2022	
Product No./Description	Ordered	Shipped	Unit Of Measure	Unit Price	Unit Discount	Extension
V155102 2" AVK HYMAX VALVE	1	1	EACH	555.22		555.22

Sub Total: 555.22

Total: \$ 555.22

PAYMENT AUTHORIZATION

PO # _____ Partial ☐ Complete ☒

Acct # 610.5.571.4450 \$ 555.22

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: 2" VALVE

EST DIR: _____ ☐: 2-28-22

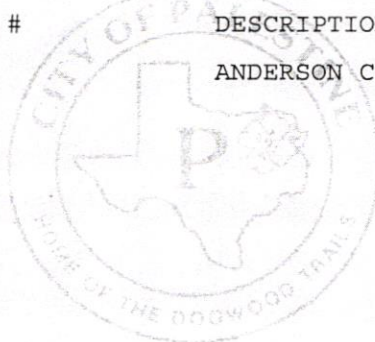
PINC DIR: _____ ☐: _____

CTY/MNR: _____ ☐: _____

01-00068 ** ANDERSON COUNTY APPRAISAL DISTRICT **

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
02/28/2022	FEB 28, 2022		ANDERSON COUNTY APPRAISAL DIST	35,968.01
2ND QTR APPRAISAL FEES				



CHECK TOTAL 35,968.01

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

200573

DATE	AMOUNT
03/04/2022	\$***35,968.01
VOID AFTER 90 DAYS	

PAY ---- THIRTY FIVE THOUSAND NINE HUNDRED SIXTY EIGHT & 01/100 DOLLARS ----

TO THE ORDER OF ** ANDERSON COUNTY APPRAISAL DISTRICT **
P O BOX 279
PALESTINE, TX 75802

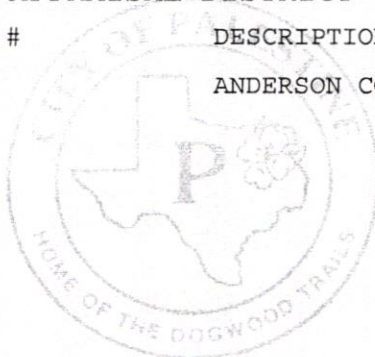
RUB RED IMAGE
PAGES WITH HEAT

200573

01-00068 ** ANDERSON COUNTY APPRAISAL DISTRICT **

03/04/2022

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
02/28/2022	FEB 28, 2022		ANDERSON COUNTY APPRAISAL DIST	35,968.01
2ND QTR APPRAISAL FEES				



** ANDERSON COUNTY APPRAISAL DISTRICT **
P O BOX 279
PALESTINE, TX 75802

CHECK TOTAL 35,968.01

Anderson County Central Appraisal District

February 28, 2022

Financial Dept - Accounts Payable
City of Palestine
504 N. Queen
Palestine, TX 75801

PAYMENT AUTHORIZATION	
Due Date: _____	Vendor # <u>00068</u>
PO # _____	Partial <input type="checkbox"/> Complete <input type="checkbox"/>
Acct #: <u>005-10-301</u>	\$ <u>35,968.01</u>
Acct #: _____	\$ _____
Description: <u>Appraisal Dist Fees</u>	
DPT DIR: _____	D: _____
FIN DIR: _____	E: <u>2/21/22</u>
CITY MGR: _____	D: <u>3/2/22</u>

Entity Participation Costs 2022 Budget: \$143,872.03

	<u>Due Date</u>	<u>Date Paid</u>
1 st Quarterly Payment	Dec. 31, 2021	Dec. 8, 2021
2 nd Quarterly Payment	March 31, 2022	
3 rd Quarterly Payment	June 30, 2022	
4 th Quarterly Payment	Sept. 30, 2022	

2nd Quarterly Payment Due: March 31, 2022 Amount: \$35,968.01

“Sec. 6.06 (e)

Unless the governing body of a unit and the chief appraiser agree to a different method of payment, each taxing unit shall pay its allocation in four equal payments to be made at the end of each calendar quarter, and the first payment shall be made before January 1 of the year in which the budget takes effect. A payment is delinquent if not paid on the date it is due. A delinquent payment incurs a penalty of five (5) percent of the amount of the payment and accrues interest at an annual rate of ten (10) percent. If the budget is amended, any change in the amount of a unit's allocation is apportioned among the payments remaining.”

Thank you,

Adrienne Polk,
Chief Appraiser



Agenda Date: March 14, 2022
To: City Council
From: Andrew Sibai, Senior Accountant
Agenda Item: Xerox Lease Agreement Renewal
Date Submitted: 03/09/2022

SUMMARY:

Mayor and Council,

This agenda item is to request your approval for a new Xerox lease with a 4 year term, this Xerox is shared by the customer service, court and finance departments. If approved, this lease agreement will be made through the Texas Department of Information Resources contract DIR-CPO-4412, a state cooperative purchasing agreement with Xerox.

We currently pay \$315.34 per month for the lease, the cost will come down slightly to \$315.27 per month

Thank you for your consideration,

RECOMMENDED ACTION:

I recommend Mayor and Council approve this agreement, Municipal Court, Finance and Customer Service departments use lots of paper in daily activities and this price is very good for the volume of paper and printer usage.

Thank you

CITY MANAGER APPROVAL:

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N: Y
Account #: 610-5-240-3011
Amount Requested: N/A

BUDGETARY IMPACT:

This contract will be slightly cheaper than the previous one so there is no significant budgetary impact

Attachments

Lease Agreement & Analysis
New Xerox Features

Financial Analysis for CITY OF PALESTINE

Prepared on 2/28/2022

Current Costs

Trade Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges						Totals
				Meter	Volume Band	Per Print Rate	AMPV	Above Plan	Meter Charges	
1 C8070 6TB442779	Lease 48 months	\$267.55	Included	BW	1 - 100,000	Included	15,821	0	\$0.00	\$315.34
				CLR	100,000+ All Prints	\$0.0051 \$0.0456	1,048	1,048	\$47.79	
Xerox Total		\$267.55	\$0.00				16,869		\$47.79	\$315.34

Proposed Costs

New Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges					Totals	
				Meter	Volume Band	Per Print Rate	AMPV	Above Plan	Meter Charges	
1 C8170H (XEROX C8170H)	- Lease - Term: 48 months	\$267.48	Included	1: Black and White Impressions 2: Color Impressions	1 - 25,000 25,001 + All Prints	Included \$0.0051 \$0.0456	15,821 1,048	0 1,048	\$0.00 \$47.79	\$315.27
Total		\$267.48	Included				16,869		\$47.79	\$315.27

Monthly Savings
Annual Savings \$0.07
Contract savings \$0.84
\$3.36

Lease Agreement



Customer: PALESTINE, CITY OF (INC)

BillTo: CITY OF PALESTINE
PURCHASING
504 N QUEEN ST
PALESTINE, TX 75801

Install: CITY OF PALESTINE
CUSTOMER SERVICE
504 N QUEEN ST
PALESTINE, TX 75801-2733

State or Local Government Negotiated Contract : 072804700

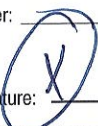
Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8170H (XEROX C8170H)	<ul style="list-style-type: none">- Br Finisher-2/3 Hp- 1 Line Fax- Convenience Stapler- Customer Ed- Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox C8070 S/N 6TB442779 Trade-In as of Payment 48	4/8/2022

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8170H	\$267.48	1: Black and White Impressions	1 - 25,000 25,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
Total	\$267.48	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: _____	Phone: (903)731-8439	Kim Tackett (903)675-3464	
Signature:  _____	Date: _____	For information on your Xerox Account, go to www.xerox.com/AccountManagement	

C8130/C8135/C8145/C8155/C8170

Xerox® AltaLink® Color Multifunction Printer

The Ideal Digital Workplace Assistant for Demanding Teams



ConnectKey®
Technology

xerox™

Xerox® AltaLink® C8130/C8135/C8145/C8155/C8170

Color Multifunction Printer

Want work done right? AltaLink® will help you do a lot more than just print. You can automate document workflows and connect to the systems that run your business – seamlessly. Protected by comprehensive security features, they are true Workplace Assistants that will free up time for you to do more of what really matters.

A PRODUCTIVE WORK EXPERIENCE FOR ALL

Feel right at home instantly with AltaLink®.

The intuitive and personalized tablet-like interface balances simplicity and efficiency, and reduces steps to complete tasks with a single tap.

Native mobility features, like Wi-Fi Direct (optional), make it easy for workers to print from their mobile devices and access the advanced AltaLink® capabilities such as Xerox® @PrintByXerox App, Xerox® Print Service Plug-in for Android™ or AirPrint®.

AltaLink® devices bridge the physical and digital worlds with apps and advanced scanning capabilities that allow you to digitize, route and process information in a snap. Automate tedious tasks to save time and reduce errors.

Translate documents to 50+ languages with the Xerox® Translate and Print App. Convert hard copy to audio for easy listening on the go with the Xerox® Audio Documents App. And get your handwritten note off the page and into the digital world with the Xerox® Note Converter App.

RIGHT FIT FOR EVERY NEED

Big jobs, small jobs and everything in between — AltaLink® can be customized to do it all. Your choice of finishing options and accessories means you can configure your device for any type of document.

The speed of business has never moved so fast, but the AltaLink® makes it easy to keep up.

Stay in the fast lane with access to the Xerox® App Gallery. It's your gateway to an ever-growing collection of apps designed to

simplify time-consuming, repetitive or complex processes as your business evolves.

Simplify IT support as your fleet grows. Fleet Orchestrator allows you to adjust configurations and settings on all your devices at once. Perform interactive training and support your users right from your desktop with the Remote Control Panel.

COMPREHENSIVE SECURITY

Stop threats where they start with the comprehensive protection that's trusted by the most security-minded businesses and governments.

Built-in security, including the AltaLink® Trusted Boot that protects the integrity of the device start-up process from malicious actions, McAfee® whitelisting and integrations with McAfee ePO and Cisco ISE that neutralize threats instantly at the device and protect the network. Configuration Watchdog monitors and automatically remediates critical IT-defined security settings.

Native Security Information and Event Management (SIEM) simplifies reporting and management of security events. And integration with Xerox® Printer Security Audit Service, available as part of Xerox® Intelligent Workplace Services, helps maximize printer fleet, document and content security.

COLOR WHERE IT COUNTS

High-resolution output of 1200 x 2400 dpi and best-in-class HD Super Fine EA Toner plus superior color rendering and consistency will give your documents clarity and impact. You can also upgrade your AltaLink® C8100 Series with the Xerox® EX-c C8100 Print Server Powered by Fiery®, delivering more options for professional-looking documents.

XEROX® CONNECTKEY® TECHNOLOGY

Intuitive User Experience

Enjoy a tablet-like experience with gesture-based touchscreen controls and easy personalization, plus simple workflows and functions.

Mobile and Cloud Ready

Be more mobile with cloud-hosted services and instant connectivity to cloud and mobile devices right from the user interface.

Comprehensive Security

Prevent unauthorized access, detect threats and protect data and documents with built-in comprehensive security features.

Enables Intelligent Workplace Services

Seamless integration with Xerox Intelligent Workplace Services delivers next-level workplace efficiency, employee productivity and security.

Gateway to New Possibilities

Transform the way you work with the apps in the Xerox App Gallery. Or have one of our partners develop a custom solution for you.

Find out more about how you'll work smarter at www.ConnectKey.com.



Xerox® AltaLink® C8130/C8135/C8145/C8155/C8170

Color Multifunction Printer

Single-Pass Duplex Automatic Document Feeder (DADF)

saves time by simultaneously scanning both sides of two-sided documents up to 270 impressions per minute (ipm).



USER INTERFACE



Intuitive Tablet-Like 10.1-inch Color Touchscreen is customizable and lets you perform tasks in just a few taps. Try it out at xerox.com/AltaLink8100UI.

PAPER INPUT¹

Two 520-sheet Adjustable Trays (common with all configurations). Tray 1 handles media sizes up to 11.7 x 17 in. / A3 and Tray 2 handles media sizes up to 12 x 18 in. / SRA3.



Envelope Kit (optional — replaces Tray 1) provides feeding of up to 60 envelopes.



High Capacity Tandem Tray Configuration holds a total paper capacity of up to 3,140 sheets.

Four Tray Module Configuration (available for C8130/C8135) holds a total of up to 2,180 sheets.

Bypass Tray handles up to 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in. / 89 x 98 mm to 320 x 1,320 mm.



High-Capacity Feeder (optional) holds 3,000 sheets of letter/A4 paper, increasing the maximum paper capacity to 6,140 sheets.



LONG SHEET PRINTING

Long Sheet Feed Kit (optional) provides the ability to print up to 12.6 x 52 in. / 320 x 1,320 mm media.



INNOVATIVE TECHNOLOGIES



Xerox® Integrated RFID Card Reader (optional) adds card-based authentication with support for over 90 access cards.



Near Field Communication (NFC) Tap-to-Pair allows users to tap their mobile device to the AltaLink® C8100 Series user panel and quickly connect with the MFP.



Smart Proximity Sensor detects when users are nearby. It conserves energy during inactive periods and automatically activates the device when a user approaches.

PAPER OUTPUT / FINISHERS¹



Office Finisher (optional) provides advanced finishing functions, optional crease/score and saddle-stitch booklet, making it capable of 60-page booklets (2 to 15 sheets).



Business Ready (BR) Finisher (optional) gives you advanced finishing functions at a great value.



C-Fold/Z-Fold Unit (optional) adds C-fold, Z-fold and Z-half-fold to the BR Finisher or BR Booklet Maker Finisher.



BR Booklet Maker Finisher (optional) create 64-page saddle-stitched booklets (2 to 16 sheets).



Dual Offset Catch Tray (available when no finishers are installed; Single Offset Catch Tray with finishers).



Integrated Office Finisher (optional with C8130/C8135/ C8145/C8155) provides 500-sheet stacking and 50-sheet, 2-position stapling.



Convenience Stapler (optional) staples up to 50 sheets of 20 lb. / 75 gsm media.

¹ Paper capacities are based on 20 lb. / 75 gsm stock; capacities will vary with different weight stocks

Xerox® AltaLink® C8130/C8135/C8145/C8155/C8170

Color Multifunction Printer

ConnectKey®
Technology

DEVICE SPECIFICATIONS	ALTALINK® C8130	ALTALINK® C8135	ALTALINK® C8145	ALTALINK® C8155	ALTALINK® C8170
Speed (Color/Black-and-White)	Up to 30/30 ppm	Up to 35/35 ppm	Up to 45/45 ppm	Up to 55/55 ppm	Up to 70/70 ppm
Monthly Duty Cycle ¹	Up to 90,000 pages	Up to 110,000 pages	Up to 200,000 pages	Up to 300,000 pages	Up to 300,000 pages
Hard Drive/Processor/Memory	Minimum 128 GB SSD; Optional: 500GB HDD / INTEL ATOM Quad Core, 1.9GHz/4 GB system memory (8 GB system memory AltaLink® C8170)				
Connectivity	10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, WiFi/WiFi Direct with optional Xerox® Dual Band Wireless Kit, NFC, Bluetooth (iBeacon)				
Optional Controller	Xerox® EX-c C8100 Print Server Powered by Fiery®				
Copy and Print	Copy Resolution: Up to 600 x 600 dpi; Print Resolution: Up to 1200 x 2400 dpi				
First-Copy-Out Time (as fast as) (from platen/warmed-up state)	6.10 seconds color/4.50 seconds black-and-white		5.50 seconds color/4.40 seconds black-and-white	4.70 seconds color/3.70 seconds black-and-white	4.00 seconds color/3.20 seconds black-and-white
First-Print-Out Time (as fast as)	5.70 seconds color/4.20 seconds black-and-white		4.90 seconds color/3.80 seconds black-and-white	4.50 seconds color/3.20 seconds black-and-white	3.80 seconds color/3.00 seconds black-and-white
Page Description Languages	Adobe® PostScript® 3™, Adobe® PDF, PCL® 5c / PCL® 6				
Paper Input ²	Standard	Single-Pass Duplex Automatic Document Feeder (DADF): Up to 82 ppm simplex / 141 ipm duplex (200 dpi). 130-sheet capacity for AltaLink® C8130/C8135/C8145/C8155. Paper sizes: 3.4 x 4.9 in. to 11.7 x 17 in. / 85 x 125 mm to 297 x 432 mm. Up to 135 ppm simplex / 270 ipm duplex (200 dpi). 250-sheet capacity for AltaLink® C8170. Paper sizes: 3.4 x 4.9 in. to 11.7 x 17 in. / 85 x 125 mm to 297 x 432 mm. Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in. / 89 x 98 mm to 320 x 1,320 mm (SEF) Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm (SEF) Tray 2: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF)			
	Choose One	Four Tray Module: (Trays 3 and 4 — available with AltaLink® C8130/C8135): 1,040 sheets; 520 sheets each; Custom sizes: 5.5 x 7.2 to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF). Total standard paper capacity: 2,180 sheets. High Capacity Tandem Tray Module: 2,000 sheets; Sizes: 8.5 x 11 in. / A4. Total standard paper capacity: 3,140 sheets.			
	Optional	High-Capacity Feeder (HCF): Up to 3,000 sheets; Size 8.5 x 11 in. / A4 long edge feed. Max paper capacity with HCF: 6,140 sheets. Envelope Tray (replaces Tray 1): Up to 60 envelopes with Auto Size detection of some sizes Long Sheet Feed Kit (banner printing): 12.6 x 52 in. / 320 x 1,320 mm			
Paper Output/Finishing ²	Standard	Dual Offset Catch Tray (standard when finishers are not attached): 250 sheets each; Face-up Tray: 100 sheets			
	Optional	Integrated Office Finisher: Available with AltaLink® C8130/C8135/C8145/C8155, staple positions: front and rear straight. 500 sheets stacker, 50 sheets stapling, 2-position stapling. Office Finisher: 2,000-sheet stacker, 50 sheets stapled, 2-position stapling, optional hole punch, optional booklet maker (score, saddle stitch 2 to 15 sheets (60 pages)) BR Finisher: 3,000-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching BR Booklet Maker Finisher: 1,500-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching plus saddle-stitch booklet making (2 to 16 sheets, 64 pages) and V-folding C-Fold/Z-Fold Unit: Adds Z-folding, Letter Z-folding and Letter C-folding to the BR Finisher and BR Booklet Maker Finisher Convenience Stapler: 50-sheet stapling, includes Work Surface ⁵			

INTUITIVE USER EXPERIENCE

Customize	Customize user interface, show/hide functions, personalize user experience with authentication, create 1-Touch Apps, auto wakeup with Smart Proximity Sensor.
Print Drivers	Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver®, Application Defaults, Xerox® Pull Print Driver
Xerox® Embedded Web Server	PC or Mobile — Status Information, Settings, Device Management, Cloning, Fleet Orchestrator, Configuration Watchdog, Remote Control Panel
Print Features	Print from USB, Print from Cloud Repositories (Dropbox, One Drive and Google Drive), Sample Set, Saved Job, Booklet Creation, Store and Recall Driver Settings, Scaling, Job Monitoring, Application Control, Two-sided Printing, Draft Mode, Long Sheet (Banner) Printing
Scan and Fax	Scan Preview, Scan to USB/Email/Network (FTP/SFTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-page PDF/XPS/TIFF, Password-protected PDF; Fax Features: Walk-up Fax (one-line or two-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email), Fax dialing, Unified Address Book, Optical Character Recognition (OCR), Server Fax, TWAIN driver (scan); Optional: Scan To Cloud Repositories (Dropbox, One Drive and Google Drive) ³

MOBILE AND CLOUD READY

Mobile Connectivity	Near-Field Communication (NFC); Optional: Wi-Fi Direct, Wi-Fi (802.11 b/g/n/ac), AirPrint (iOS) including iBeacon (Bluetooth)
Mobile Printing	AirPrint, Mopria®, Xerox® Print Service (Android), @PrintByXerox; Optional: Xerox® Workplace Mobile App (iOS/Android)
Mobile Scanning	AirPrint, Mopria®; Optional: Xerox® Workplace Mobile App (iOS/Android)
Cloud Ready	Remote services enabled, native "Print from" Cloud repositories (Dropbox, One Drive, Google Drive). Optional: Native "Scan to" cloud repositories (Dropbox, One Drive, Google Drive), direct connection to cloud hosted services via optional apps (accessed via Xerox® App Gallery app or visit xerox.com/AppGallery).

COMPREHENSIVE SECURITY

Network Security	802.1x, IPsec, HTTPS, SFTP and Encrypted Email, McAfee® ePolicy Orchestrator®, McAfee Enterprise Security Manager ³ , LogRhythm SIEM ³ , Splunk SIEM ³ , Network Authentication, SNMPv3, SHA-256 Hash Message Authentication, TLS 1.1/1.2, Security Certificates utilizing ECDSA, Automatic Self-signed Certificate, Cisco® Identity Services Engine (ISE) integration, automated threat response through McAfee DXL/Cisco pxGrid integration, Local Authentication (Internal Database), FIPS 140-2
Device Access	User Access and Internal Firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Configuration Watchdog, TPM; Optional: Smart Card Enablement Kit (CAC/PIV/NET/SIPRNet) ⁴ , Xerox® Integrated RFID Card Reader, NFC standard (authentication via optional Xerox® Workplace Cloud/Suite Print Management and Content Security; learn more at xerox.com/WorkplaceSolutions).
Data Protection	McAfee Embedded Control Whitelisting, Firmware Verification, Trusted Boot, Job Level Encryption via HTTPS and Drivers, Encrypted Storage Drive (AES 256-bit, FIPS 140-2), Encrypted and Signed Email; Optional: Xerox® Workplace Cloud/Suite Content Security, Encrypted Hard Disk (AES 256-bit, FIPS 140-2) with Image Overwrite, McAfee Integrity Control
Document Security	Under evaluation Common Criteria Certification (ISO 15408) full system against the HCP PP, Encrypted Secure Print, FIPS 140-2 Encrypted Data with Print Drivers

ENABLES INTELLIGENT WORKPLACE SERVICES

Print Management	Xerox® Standard Accounting; Optional: Xerox® Workplace Suite/Cloud, Xerox® Virtual Print Management Service, more at xerox.com/PrintManagement
Fleet / Device Management	Xerox® CentreWare® Web, Xerox® Support Assistant, Automated Meter Read, Xerox® Cloud Fleet Management Solution, Fleet Orchestrator, Configuration Cloning, Intelligent Workplace Services Tool Suite
Security	Secure Device Management: Xerox® Printer Security Audit Service (auto-configuration of security settings, monitoring, and auto-remediation), Digital Certificate Management, SIEM Reporting, Interactive Dashboard Reports

GATEWAY TO NEW POSSIBILITIES

Xerox App Gallery	Automate everyday processes with apps that translate, redact, eSign, personalize print, convert, route, collaborate and communicate. Visit xerox.com/WorkplaceApps to find apps by industry or workflow. Software and services: Xerox® DocuShare® (xerox.com/ecm), XMPie® (xerox.com/XMPie), Xerox® Workplace Solutions (xerox.com/WorkplaceSolutions).
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¹ Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis.

² Paper capacities are based on 20 lb. / 75 gsm stock; capacities will vary with different weight stocks

³ Available post-launch via software update

⁴ Not available in all geographies

⁵ Sold separately in some geographies

Certifications: xerox.com/OfficeCertifications

More information is available at xerox.com/AltaLink.

xerox™



Agenda Date: March 14, 2022

To: City Council

From: Lisa Phillips, Public Works Admin

Agenda Item: Consider authorizing City Manager to purchase two Flygt Pumps and ABB Enclosure for the Inwood Lift Station

Date Submitted: 03/08/2022

SUMMARY:

Consider authorizing City Manager to purchase two Flygt Pumps and ABB Control enclosure with two 10-HP variable frequency drives (VFD's) for Inwood Lift Station from Hahn Equipment Company. The pumps are beginning to run at higher amps due to age and are trapping rags and trash in the pumps. The age and condition of the equipment are preventing optimal operation.

RECOMMENDED ACTION:

Recommend authorizing City Manager to purchase two Flygt Pumps and ABB Control enclosure with two 10-HP VFD's from Hahn Equipment Company for Inwood Lift Station in the amount of \$46,833.00.

Replacement of the pumps and ABB control enclosure is necessary due to the age and technology of the existing equipment.

See attached Requisition with documentation.

CITY MANAGER APPROVAL:

Attachments

Flygt pumps and ABB Control enclosure

City of Palestine - Requisition

Date: March 7, 2022		Requested By: Ben Day		Exempt from bidding: <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Interlocal <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Other /See Notes					
Ship To: WWTP		Company: Hahn Equipment Co. 5636 Kansas St. Houston, TX 770077 Phone 713-868-3255							
Order to be Replaced by:									
Requester <input checked="" type="checkbox"/>									
Purchasing Agent <input type="checkbox"/>									
Account Number: 610-5-581-4313									
Description	Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
Quote # 19183, Two, 10hp FLYGT Model NX3127 HT, 4" discharge, elec sewage pumps w/ hard iron No 488 impeller									
230v 3Ø with 50ft. Of cable and 5 year warranty	1	\$23,209.00	\$23,209.00						
FLYGT MultiSmart 3PC2 w/10" touchscreen HMI	1	\$5,287.00	\$5,287.00						
50 ft. 5/16" SS Lifting Chain	1	\$550.00	\$550.00						
(2) 3/8" SS shackles	1	\$17.00	\$17.00						
Pressure Transducer	1	\$680.00	\$680.00						
SS, HMI window for 10" screen	1	\$740.00	\$740.00						
ABB Nema 3R Enclosure w/ (2) ABB ACQ580-01-031 A-2									
230v variable frequency drives, cooling fan and heater	1	\$16,350.00	\$16,350.00						
Shipping Charges									
Notes: See Sole Source letter for Flygt Pumps and ABB VFD's <i>Tnwood L.S.</i>		Total	\$46,833.00	Total	\$0.00	Total	\$0.00		
Awardee: Hahn Equipment Co.		Department Head Signature: X _____ City Managers Signature: X _____							

HAHN EQUIPMENT Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 713-868-9725

ATTN: Ben Day

QUOTE#: 19183

COMPANY: City of Palestine

DATE: March 7, 2022

FROM: Max Hasson

RE: Inwood Lift Station

HAHN EQUIPMENT CO., INC. is pleased to submit to City of Palestine., the following proposal for pumping equipment:

ITEM NO. 1:

Qty TWO (2) – FLYGT Model NX3127 HT, 4-inch discharge, electric submersible sewage pump complete with 10 H.P., 230-volt, 3 phase, 60 hertz, 1750 RPM, “Hard-Iron” Impeller No. 488, 50' of cable, and FLYGT 5yr warranty.

PRICE FOR ITEM NO. 1: \$23,209.00

ITEM NO. 2:

Qty ONE (1)- FLYGT Multismart 3PC2 w/ 10” touchscreen HMI

PRICE FOR ITEM NO. 2: \$5,287.00

ITEM NO. 3:

Qty FIFTY (50) feet -5/16-inch Stainless steel chain

PRICE FOR ITEM NO. 3: \$550.00

ITEM NO. 4:

Qty Two (2)- 3/8-inch Stainless steel shackle

PRICE FOR ITEM NO.4: \$17.00

ITEM NO. 5:

Qty One (1)- Pressure Transducer

PRICE FOR ITEM NO.5: \$680.00

ITEM NO. 6:

Qty One (1)- Stainless steel HMI window for 10” screen

PRICE FOR ITEM NO.6: \$740.00

ITEM NO. 7:

Qty One (1)- ABB NEMA 3R Enclosure with (2) ABB ACQ580-01-031A-2 230v variable frequency drives, cooling fan, interlock, heater

PRICE FOR ITEM NO.7: \$16,350.00

TOTAL AMOUNT FOR ITEM 1-7: \$46,833.00

NOTE: Pricing includes use of existing owner supplied slide rail bracket. Motor quoted is standard efficiency, if premium efficiency required, please call for price adder and availability. Installation is by others.

PLEASE VERIFY CABLE LENGTH REQUIRED

F.O.B.: Palestine, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 12-16 weeks after receipt of written purchase order and approval drawings unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: Net 30 from the date of the invoice.

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.

A handwritten signature in black ink, appearing to read 'Max Hasson', followed by a long horizontal line extending to the right.

Max Hasson
Sales Representative



Mark A Shaw
SE Territory Manager
Xylem Inc
Flygt Products

1012 Riviera Rd
Roanoke TX 76262
Cell 262 227 3763

mark.shaw@xyleminc.com

July 29, 2021

To Whom it may concern:

RE; Flygt pumps, Flygt Multismart controllers, Flygt control panels, parts and repair services

Please be advised that Hahn Equipment Company located at 5636 Kansas Houston TX is the only authorized Flygt distributor for the sale and certified repair of all Flygt products mentioned above in SE Texas which includes the Houston Greater Metropolitan area and areas east to the Gulf of Mexico and the Sabine River. This not only includes the Flygt pumps but also Flygt authorized parts (upper and intermediate guide bar bracket, oils, coolants, etc.) and Multismart Controllers and Flygt certified factory trained service. Their staff is properly trained by Flygt to provide you with the best possible service available.

In addition to Hahn Equipment being the sole provider of Flygt pumps, Control panels and Multismart controllers, their installation and testing is a critical component to ensuring the equipment functions appropriately under operating conditions in the Lift Station and elsewhere. The installation process utilizes our Flygt authorized products and Flygt certified trained service personnel and includes an official start-up to ensure the equipment is functioning correctly and the Flygt warrantee is intact. The start-up consists of testing of the pumps and/or associated equipment in the field after installation but before being put in continuous service.

Hahn Equipment Company is the only factory certified repair facility in the Greater Houston area uses the Flygt required replacement parts, coolants, and oil blends specified and obtained exclusively through Flygt.

Thank you for your interest in Flygt Products and Services. Please call if we can be of any further help.

Sincerely,

Mark A Shaw
SE Territory Manager
Flygt Product
Xylem Inc.



ABB Inc.
ACQ Model Products

16250 W Glendale
New Berlin, Wisconsin 53151

October 7, 2021

Mr. Ben Day
City of Palestine
Wastewater Superintendent

RE: ABB ACQ SERIES VARIABLE FREQUENCY DRIVES & ACQ SERIES PARTS

Please be advised that Hahn Equipment Company is the only authorized Sales Center for ABB Brand ACQ water / wastewater brand/model/series products and parts for the East/Southeast Texas Area, including City of Palestine. Their staff is properly trained to provide you with the best possible service available.

Thank you for your interest in ABB Products and Services. Please call if we can be of any further help.

Sincerely,

Mike Mattingly
Mike Mattingly
SE Territory Manager
ABB ACQ Water / Wastewater Products
Houston, TX
317-474-7457



Agenda Date: March 14, 2022

To: City Council

From: Lisa Phillips, Public Works Admin

Agenda Item: Consider authorizing City Manager to employ Schaumburg & Polk, Inc. for Palestine Downtown Revitalization Project

Date Submitted: 03/10/2022

SUMMARY:

Consider authorizing City Manager to employ Schaumburg & Polk to provide engineering design services for Palestine Downtown Revitalization Project. The Palestine Downtown Revitalization Project Proposal from Schaumburg & Polk is attached. The project will consist of a single design package divided into a maximum of 5 bid packages and contracts for construction:

- PLANNING
- PRELIMINARY DESIGN
- FINAL DESIGN
- BIDDING
- CONSTRUCTION PHASE

RECOMMENDED ACTION:

Recommend authorizing City Manager to employee Schaumburg & Polk for design services on the Palestine Downtown Revitalization Project.

- Schaumburg & Polk Professional services fee is \$1,800,000.
- Schaumburg & Polk Engineer's Opinion of Probable Construction Costs March 2022 Base Bid Total is \$10,909,258.

CITY MANAGER APPROVAL:

Attachments

Downtown Revitalization Project Map

Schaumburg & Polk Downtown Revitalization Project



- Water Valve
- Water Meter
- Manhole
- Fire Hydrant
- Cleanout
- Sewer Main
- Water Line
- Parcel
- Business
- Building

*Disclaimer: Map is intended for general reference use only. Data has been gathered from various sources and is not guaranteed to be accurate and conclusions drawn from the data are the responsibility of the user. Schaumburg & Polk, Inc. assumes no responsibility for errors or omissions.

SPI
SCHAUMBURG & POLK, INC.
BEAUMONT | HOUSTON | TERRELL | TYLER
320 S. Broadway Ave, Suite 200
Tyler, TX 75702
903.595.3913
Firm Registration No. F-520

City of Palestine Downtown Revitalization

1:1,200
0 40 80 160 Feet



March 9, 2022

City of Palestine
504 N. Queen Street
Palestine, TX 75801

Re: Engineering Cost Proposal and Scope of Work
Professional Services – Downtown Revitalization Project

Schaumburg & Polk, Inc. (SPI) is pleased to provide you with this proposal for professional services related to the Downtown Revitalization Project. Due to our previous work within Palestine's Downtown and our knowledge of the City's infrastructure, SPI is well-positioned to serve you.

I have developed a Scope of Work (SOW) that is based on meetings with Teresa Herrera, City Manager and Kevin Olson, Director of Public Works. The SOW includes planning, design, bidding, construction administration, and construction representation services. Construction representation services consist of having an SPI inspector on site an average of 4 hours per day for the duration of construction. SPI is also responsible for the costs associated with survey/data collection, Texas Department of Licensing and Regulation (TDLR) plan review, electrical engineering, landscape architectural design, geotechnical testing for design, and TDLR final construction inspection. The boundary of the project area is discussed in the SOW and shown on the City of Palestine, Downtown Revitalization Project, Projected Project Phasing Exhibit. The project will consist of a single design package divided into up to 5 bid packages and contracts for construction.

I have also enclosed a standard Engineers Joint Contract Documents Committee (EJCDC) contract for consideration by the City of Palestine. SPI's total professional services fee is \$1,800,000.

Please contact me if you would like to discuss the project further.

Sincerely,
Schaumburg & Polk, Inc.

Jeffrey C. Simmons, P.E.
Project Manager

Enclosures:
Contract for Professional Services
Project Area Exhibit

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between
_____ The City of Palestine ("Owner") and Schaumburg & Polk, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: _____
Downtown Revitalization ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See attached "Exhibit A, Scope of Work, City of Palestine, Texas, Downtown Revitalization Project"

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: 5 years from receipt of a signed contract from the City of Palestine.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 40 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable

within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a

substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities

undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants

from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$1,800,000.00

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

City of Palestine

504 N. Queen St.

Palestine, TX 75801

903-731-8400

ENGINEER:

By: 

Title: Executive Vice President

Date Signed: 3/9/2022

Engineer License or Firm's Certificate
Number: TBPE 000520

State of: Texas

Address for giving notices:

Schaumburg & Polk, Inc.

320 S. Broadway, Suite 200

Tyler, TX 75702

903-595-3913

EXHIBIT A
Scope of Work
City of Palestine, Texas
Downtown Revitalization Project
March 9, 2022

General Description: This project includes professional services for street, sidewalk, streetscaping, water, sewer, and storm drain improvements in the Palestine downtown area. The boundary of the downtown area is as shown on the City of Palestine, Downtown Revitalization Project, Projected Project Phasing Exhibit and generally described as:

Beginning at the northwest corner of the intersection of W. Oak Street and North Tennessee Avenue, proceeding eastward to the northwest corner of the intersection of West Oak Street and North Queen Street, proceeding northward to the northwest corner of the intersection of West Crawford Street and North Queen Street, proceeding eastward to the northeast corner of the intersection of West Crawford Street and North Sycamore Street, proceeding southward to the northeast corner of the intersection of East Spring Street and North Sycamore Street, proceeding westward to the northwest corner of the intersection of East Spring Street and North Tennessee Avenue, proceeding northward to the point of beginning.

The project will consist of a single design package divided into a maximum of 5 bid packages and contracts for construction.

BASIC SERVICES

1. Planning

- A. Meet with the City to evaluate funding options for the project.
- B. If grant funding is to be pursued, SPI will assist the City in working with a Grant Administrator in order to apply for funds.
- C. Meet with the City to determine project area, desires, and available data.
- D. Coordinate Level B Subsurface Utility Engineering (SUE) locates of City and franchise utilities.
- E. Survey and Field data collection as required, by the Engineer, for design (SPI responsible for survey costs).
- F. Develop a schematic level design of the proposed improvements.
- G. Develop a construction estimate based on the schematic level design.
- H. Review design and estimate with the City and revise as necessary to address any comments

2. Preliminary Design

- A. Coordinate design with TxDOT
- B. Coordinate geotechnical testing necessary for pavement design (SPI responsible for geotechnical testing costs).
- C. Coordinate with Landscape Architect if deemed necessary, by the Engineer, for the design (SPI responsible for any Landscape Architect costs).
- D. Coordinate with Electrical Engineer if deemed necessary, by the Engineer, for the design (SPI responsible for any Electrical Engineering costs).
- E. Develop a preliminary design of the proposed improvements.

- F. Develop a construction estimate based on the preliminary design.
- G. Review preliminary design and estimate with the City and revise as necessary to address any comments.
- H. Attend City meetings/workshops to convey project data.

3. Final Design

- A. Once preliminary design is accepted by the City, prepare final plans, specifications, and contract documents necessary for bidding and construction of the project as developed in the Preliminary Design Phase.
- B. Review final plans and specifications with City and revise as necessary to address any comments.
- C. Coordinate the adjustment of any franchise utilities.
- D. Submit final plans and specs to TCEQ, TXDOT, TDLR, and any other required regulatory reviewer. Respond to review questions or comments. (SPI responsible for TDLR review costs).
- E. Prepare final signed and sealed plans, specifications, and contract documents required for bidding.
- F. Meet with the City and coordinate bid package preparation and release including number of bid packages, individual cost of bid packages, sequence of construction and schedule of bidding and construction.

4. Bidding

- A. Provide contract documents and assist City in bidding project (Max. 5 bid packages).
- B. Contact Contractors directly to help advertise project.
- C. Advertise in newspaper (City responsible for advertisement costs).
- D. Advertise in on-line planrooms.
- E. Print and distribute Plans and Contract Books to responsive contractors.
- F. Issue addendums as necessary.
- G. Conduct bid opening and then evaluate and tabulate bids.
- H. Review qualifications of the Contractor and present findings to the City.
- I. Coordinate execution of construction contracts between the Contractor and the City

5. Construction Phase

- A. Conduct a Pre-Construction Meeting prior to commencement of work (Max. 5 pre-construction meetings)
- B. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer.
- C. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress and quality of the Contractor's executed work. SPI's construction representative to be on site an average of 4 hours per day during construction. We estimate construction to last a total of 40 months (total of all bid packages).
- D. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the Contractor's work.
- E. Recommend and prepare Change Orders and Work Change Directives to Owner, as appropriate.
- F. Review and approve or take other appropriate action with respect to Shop Drawings,

- Samples, and other data which Contractor is required to submit.
- G. Evaluate and determine the acceptability of substitute or "or-equal" materials and methods proposed by Contractor.
 - H. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
 - I. Coordinate materials testing as necessary (City responsible for any material testing costs)
 - J. Process Contractor's pay applications.
 - K. Coordinate a TDLR inspection of the completed project (SPI responsible for TDLR inspection costs)
 - L. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
 - M. Engineer shall assemble and provide a final set of as-built drawings based on Contractors field plan set, Engineer's working plan set, and the Construction Representative's field set of plans.

SPI PROJECT DELIVERABLES

- 1. Schematic Level Plans and Estimate for Review
- 2. Preliminary Plans and Estimate for Review
- 3. Geotechnical Report for Pavement Design
- 4. Unsigned Final Design Plans, Specifications, Estimate, and Contract Documents for Review
- 5. Final Signed and Sealed Plans, Specifications, and Contract Documents
- 6. As-Built Drawings

COST RESPONSIBILITIES OF ENGINEER

- 1. Costs for data collection and survey required for design
- 2. TDLR plan review costs
- 3. Costs for any electrical engineering required for design
- 4. Any landscape architectural costs required for design
- 5. Costs for any geotechnical testing required for design
- 6. TDLR final construction inspection costs

COST RESPONSIBILITIES OF OWNER

- 1. Construction material testing costs
- 2. Bid advertisement costs.
- 3. Any necessary boundary survey or land acquisition.
- 4. Any costs associated with the relocation of franchise utilities
- 5. Any traffic signal design costs (none expected)
- 6. Any structural engineering costs (none expected)

END OF 3-PAGE SPECIFIC SCOPE OF WORK

**City of Palestine, TX
Downtown Revitalization Project
Engineer's Opinion of Probable Construction Costs
March 2022**

Estimated Construction Cost	
Description	EOPCC
W Crawford St.: Queen St. to John St.	\$ 482,737
W Crawford St.: John St. to Magnolia St.	488,036
W Crawford St.: Magnolia St. to Sycamore St.	462,282
Oak St.: Tennessee Ave. to Queen St.	487,344
Oak St.: Queen St. to N John St.	534,063
Oak St.: N John St. to Magnolia	497,396
Oak St.: Magnolia to Sycamore	546,701
W Main St.: Tennessee Ave to N. Queen St	473,716
W Main St.: N Queen St to N John St	474,030
W Main St.: N John St to Magnolia	467,497
W Main St.: Magnolia to Sycamore	595,649
Tennessee Ave: US 84 To W Main	296,841
Tennessee Ave: W Main to W Oak St	276,498
N Queen St: US 84 to W Main St	393,078
N Queen St: Main St to Oak St	387,094
N Queen St: Oak St to W Crawford St	307,553
N John St: US 84 to W Main St	365,981
N John St: Main St to Oak St	350,486
N John St: Oak St to W Crawford St	311,098
Magnolia: US 84 to W Main St	358,254
Magnolia: Main St to Oak St	395,197
Magnolia: Oak St to W Crawford St	331,525
Sycamore: Main St to Oak St	367,853
Sycamore: Oak St to W Crawford St	382,751
Sycamore: US 84 to W Main St	381,787
US 84: Tennessee to Sycamore	493,812
Base Bid Total:	\$ 10,909,258

***Costs are based on current numbers, and SPI in no way guarantees the estimate due to unprecedented inflation in construction costs.**



- Water Valve
- Water Meter
- Manhole
- Fire Hydrant
- Cleanout
- Sewer Main
- Water Line
- Parcel
- Business
- Building

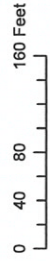
*Disclaimer: Map is intended for general reference use only. Data has been gathered from various sources and is not guaranteed to be accurate and conclusions drawn from the data are the responsibility of the user. Schauburg & Polk, Inc. assumes no responsibility for errors or omissions.



SCHAUBURG & POLK, INC.
 HOUSTON, TEXAS 77002
 BEAUMONT, TEXAS 77705
 803.955.3813
 Firm Registration No. F-540

City of Palestine Downtown Revitalization Project Projected Project Phasing

1:1,200





Agenda Date: March 14, 2022
To: City Council
From: April Jackson, City Secretary
Agenda Item: City Vehicle Use Policy
Date Submitted: 03/11/2022

SUMMARY:


Discussion and possible action regarding the City Vehicle Use Policy.

RECOMMENDED ACTION:

CITY MANAGER APPROVAL:

Attachments

City Vehicle Use Policy

	Title:			
	City Vehicle Use			
	Document #	Revision #	Effective Date	Approved Date
	3.05	0.0		04/24/2017

Some employees are required to use City vehicles as a part of their job. Employees may only use the vehicles they are authorized to use. Employees may not allow other individuals to operate the vehicles they have been assigned.


If personal use of a City vehicle is permitted, the employee will be required to keep a log of all personal miles driven, including to and from work.

Employees who are assigned City vehicles shall be responsible for the care, proper use, and upkeep. The use of all tobacco products of any kind, including smokeless electronic cigarettes is prohibited at any time in City buildings and other facilities, in City vehicles, while using City equipment, and as otherwise directed.

Employees who operate vehicles must maintain a current active driver's license for the operation of that vehicle. Employees must immediately notify a supervisor of any change in status of the license. An employee must maintain a valid driver's license for the specific equipment required to be operated as part of the employee's job description. Failure to maintain the appropriate license in good standing shall be grounds for discipline. An employee who is deemed uninsurable by the City's vehicle insurance carrier for the specific equipment required to be operated as part of the employee's job description shall be subject to discipline.

City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized personnel. If an employee drives a personal vehicle, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

1. Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
2. Always observe all posted laws and speed limits.
3. Always wear seat belts when the vehicle is in operation.
4. No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the Department Director.
5. No personal use of City-provided vehicles is allowed without the prior, specific approval of the Department Head.
6. All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor.
7. Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.

	Title:			
	City Vehicle Use			
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8. All drivers must be eligible for coverage under the City's insurance policy.
9. Drivers covered by Department of Transportation (DOT) regulations must comply with the DOT regulations at all times.
10. AT NO TIME MAY AN EMPLOYEE UNDER THE INFLUENCE OF ALCOHOL OR A PRESENCE IN THE SYSTEM OF ILLEGAL DRUGS DRIVE A CITY VEHICLE OR A PERSONAL VEHICLE WHILE CONDUCTING CITY BUSINESS. IF AN EMPLOYEE IS TAKING A PRESCRIPTION MEDICATION THAT MAY IMPAIR THE EMPLOYEE'S DRIVING ABILITY, THE EMPLOYEE SHOULD NOTIFY HIS OR HER SUPERVISOR IN ACCORDANCE WITH HIPAA REGULATIONS.
11. EMPLOYEES INVOLVED IN AN ACCIDENT WHILE OPERATING A CITY VEHICLE, OR WHILE OPERATING A PERSONAL VEHICLE ON CITY BUSINESS, MUST IMMEDIATELY NOTIFY THE PROPER LAW ENFORCEMENT AGENCY (IF APPLICABLE) AND THE APPROPRIATE SUPERVISOR, DEPARTMENT DIRECTOR, AND/OR CITY MANAGER. ACCIDENT REPORTS, ALONG WITH ANY LAW ENFORCEMENT REPORT, MUST BE FILED BY THE EMPLOYEE WITH THE DEPARTMENT DIRECTOR AND THE DIRECTOR OF HUMAN RESOURCES.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.