

Mitchell W. Jordan, Mayor  
Sean Conner, Council District #1  
Ava Harmon, Council District #2  
James Smith, Council District #3  
Kenneth Davidson, Council District #4  
Krissy Clark, Council District #5  
Christopher Gibbs, Council District #6



Teresa Herrera, City Manager  
April Jackson, City Secretary  
Rezzin Pullum, City Attorney

**NOTICE OF MEETING  
CITY COUNCIL AGENDA  
March 25, 2024  
Work Session at 3:30 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/89547461159?pwd=YkhVNURTVEVHT1I1V0NSbFpiU2xJdz09>

Meeting ID: 895 4746 1159  
Passcode: 182612

One tap mobile  
+13462487799,,89547461159#,,, \*182612# 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. Discussion regarding the purchase of a replacement apparatus for the Fire Department.  
Shannon Davis, Fire Chief
2. Discussion regarding sign ordinance within the downtown district. Mary Ann Admire, Main Street Coordinator
3. Discussion regarding the condition of Eilenstein Street between Variah and Douglas Street.  
James Smith, Council Member
4. Discussion regarding Pavilion and Field Rentals Rules and Regulations. Patsy Smith, Parks and Recreation Director
5. Discussion regarding residential recycling services and the transfer station disposal program.  
James Smith, Council Member
6. Discussion regarding the City-Wide Street Maintenance Program. Kevin Olson, PW 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.*

1. Certificate of Appreciation to Ben Campbell. Christopher Gibbs, Council Member

E. **CONFLICT OF INTEREST DISCLOSURES**

F. **PUBLIC HEARINGS**

1. Public hearing regarding the Forest Management Proposal & Agreement for the City of Palestine Community Forest. Teresa Herrera, City Manager and Patsy Smith, Parks and Recreation Director
  - A. Open Public Hearing
  - B. Receive Public Comments
  - C. Close Public Hearing
2. Public hearing regarding a Specific Use Permit for the sale of alcoholic beverages for off-premises consumption by Ordonez Groceries located at 712 N. Cottage Avenue. Susan Davis, Planning Tech
  - A. Open Public Hearing
  - B. Receive Public Comments
  - C. Close Public Hearing
3. Public hearing regarding a Specific Use Permit for placement of a manufactured home at 210 W. Kentucky Street. Susan Davis, Planning Tech
  - A. Open Public Hearing
  - B. Receive Public Comments
  - C. Close Public Hearing

G. **CITY MANAGER'S REPORT**

1. February 2024 Financial Statement
2. February 2024 Police Monthly Report
3. February 2024 Utility Billing Monthly Report
4. February/March 2024 Economic Development Monthly Report

H. **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 Agenda of March 12, 2024. April Jackson, City Secretary
2. Consider approving a resolution authorizing the Palestine Police Department to apply for a Body-Worn Camera Grant through the Office of the Governor of the State of Texas Public Safety Office. Mark Harcrow, Police Chief

3. Consider approving a resolution authorizing the Palestine Police Department to apply for a Bullet-Resistant Shield Grant through the Office of the Governor of the State of Texas Public Safety Office. Mark Harcrow, Police Chief
4. Consider approval of a resolution authorizing the Palestine Police Department to apply for a Rifle-Resistant Body Armor Grant through the Office of the Governor of the State of Texas Public Safety Office. Mark Harcrow, Police Chief
5. Consider approving a resolution authorizing the Palestine Police Department to apply for a Criminal Justice Grant through the Office of the Governor of the State of Texas Public Safety Office. Mark Harcrow, Police Chief
6. Consider approval of expenditures over \$25,000.00. Andrew Sibai, Finance Director
7. Consider approval of a purchase order for consultant services from Bureau Veritas North America, Inc. in the amount of \$75,000.00. Andrew Sibai, Finance Director

**I. REGULAR AGENDA**

1. Discussion and possible action regarding a Specific Use Permit for the sale of alcoholic beverages for off-premises consumption by Ordonez Groceries located at 712 N. Cottage Avenue. Susan Davis, Planning Tech
2. Discussion and possible action regarding a Specific Use Permit for placement of a manufactured home at 210 W. Kentucky Street. Susan Davis, Planning Tech
3. Discussion and possible action regarding a Downtown Grant Agreement between the Palestine Economic Development Corporation and Mabrico Phil Johnson in an amount not to exceed \$46,583.25. Christophe Trahan, EDC Director
4. Discussion and possible action regarding the purchase of a replacement apparatus for the Fire Department. Shannon Davis, Fire Chief
5. Discussion and possible action regarding Pavilion and Field Rentals Rules and Regulations. Patsy Smith, Parks and Recreation Director
6. Discussion and possible action regarding the Forest Management Proposal and Agreement from Cline & Barnett Consulting Foresters LLC for the City of Palestine Community Forest. Teresa Herrera, City Manager and Patsy Smith, Parks and Recreation Director
7. Discussion and possible action regarding awarding bid RFP 2024-006 - Purchase of City-Owned Real Property to Ernie Williams in the amount of \$1,500.00. Teresa Herrera, City Manager
8. Discussion and possible action regarding a resolution appointing members to the Citizens Charter Review Committee. Teresa Herrera, City Manager
9. Discussion and possible action regarding an ordinance amending Chapter 18, "Aviation," Chapter 34, "Cemeteries," Chapter 70, "Library," and Chapter 98, "Utilities" of the Code of Ordinances. Kevin Olson, PW Director

**J. MAYOR'S REPORT**

**K. ITEMS FROM COUNCIL**

**L. CLOSED SESSION**

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

1. Section 551.071 consultation with attorney: pending or contemplated litigation or a settlement offer: Palestine Municipal Airport, Union Pacific Railroad, Laza, Humber, and any other possible claim

**M. RECONVENE IN REGULAR SESSION**

1. Take any action necessary regarding pending or contemplated litigation or a settlement offer: Palestine Municipal Airport, Union Pacific Railroad, Laza, Humber, and any other possible claim

N. **ADJOURNMENT**

***The Palestine City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).***

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 22, 2024, at 3:15 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](mailto:citysecretary@palestine-tx.org) or 903-731-8414.





Agenda Date: March 25, 2024  
To: City Council  
From: Shannon Davis, Fire Department Chief  
Agenda Item: Fire Chief  
Date Submitted: 03/19/2024

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**SUMMARY:**

Consider replacing Engine 4 with a "Demo Pumper." Engine 4 continues to experience mechanical and electrical issues that often places it out of service, usually for 1–3 weeks at a time. A Demo pumper is already built and can be put into full service as soon as May 2024.

**RECOMMENDED ACTION:**

Staff respectfully requests the funding necessary to purchase a Demo Pumper.

**CITY MANAGER APPROVAL:**

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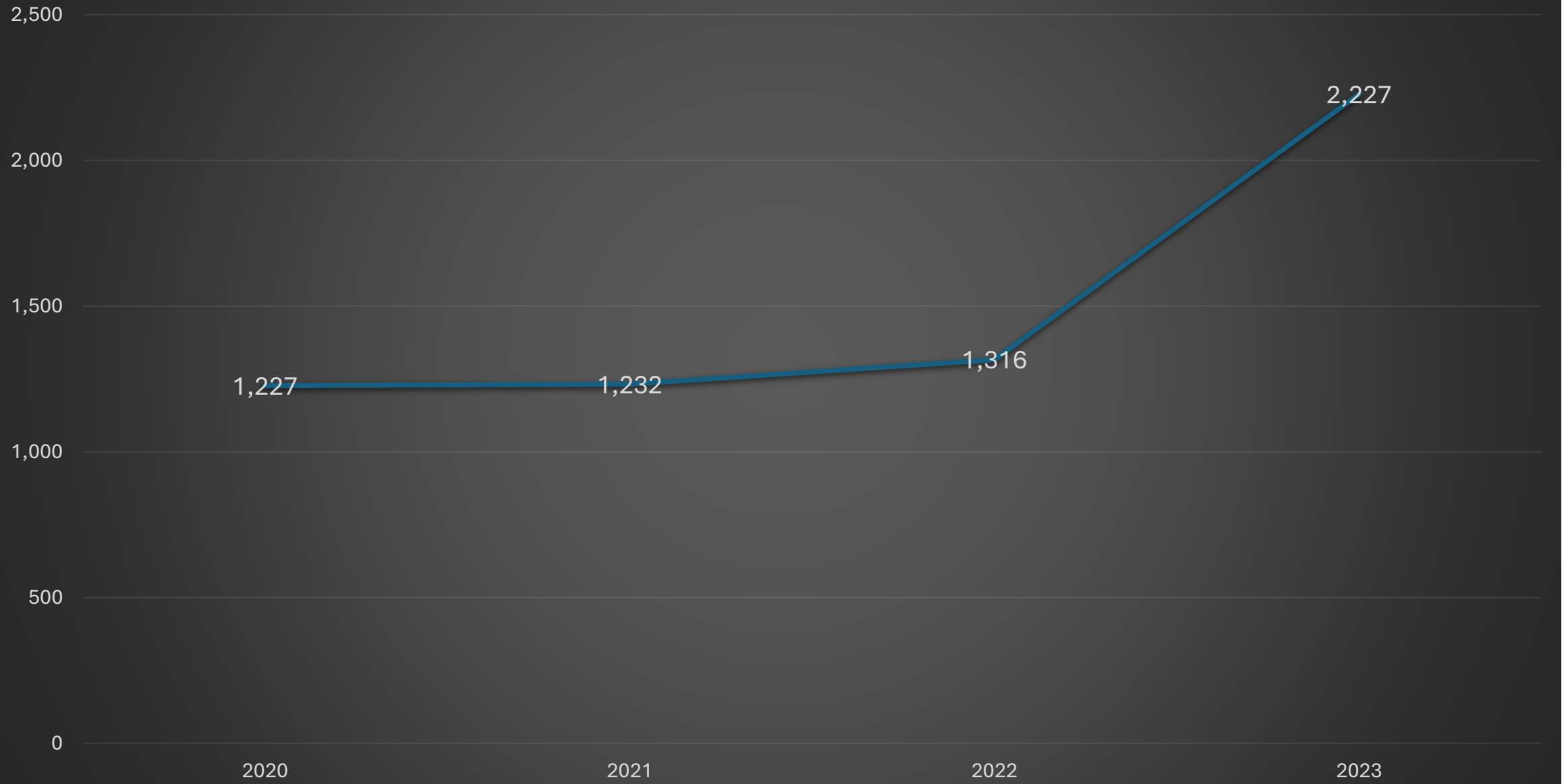
**Attachments**

Apparatus Replacement  
Lonestar Emergency Group Apparatus Proposal

# Palestine Fire Department

## **Apparatus Replacement**

## Emergency Responses Each Year



- The number of emergency responses has increased over the past several years.

2020 – 1,227

2021 – 1,232

2022 – 1,316

2023 – 2,227

- 911 more calls from January 2022 to January 2023
- On pace for approximately 2,500 to 3,000 calls for 2024

- 234 days Engine 2 and/or 4 were out of service January 2023 to January 2024
- 189 calls responded to in Grass 1 and Brush 1 while Engines 2 and 4 were out of service.

Grass 1 responded to 4 structure fires (one of which was 2015 Tile Factory Rd. warehouse fire).

Brush 1 responded to 1 structure fire.

Utility truck responded to 8 emergencies.

- Unable to perform Preventative Maintenance on apparatus due to other apparatus being out of service.
- With the shortage of apparatus, citizens and their property are at risk. Just as important, Firefighter safety.

- NFPA 1901 recommends that apparatus should be put in reserve status at the 15-year mark and retired at the 20-year mark.
- Demo truck can be in service as soon as the middle of May 2024. No 22-30 month wait period.
- \$200 – \$250k less than a custom apparatus
- Engine 2 – 2004: 153,858.3 mi.
- Engine 4 – 2001: 147,2080 mi.
- Engine 2 failed pump test 2023
- Engine 4 failed pump tests in 2020, 2021, 2022









4553 Aldine Bender  
Houston, TX 77032  
833-777-FIRE (3473)

## Apparatus Proposal

DATE: March 12, 2024  
The Proposal has been prepared especially for:  
**Palestine Fire Department**  
**504 North Queen Street**  
**Palestine TX 75801**

Lone Star Emergency Group is pleased to offer the Palestine Fire Department one (1) E-One VM8 Retail Pumper w/FC94 chassis. This vehicle shall be in accordance with the attached specifications. The purchase price shall include all vehicle components and NFPA equipment as detailed in the Lone Star Proposal.

Delivery will be F.O.B. Customer Location and will be made approximately June 2024. Delays due to chassis or component suppliers may affect delivery times. Terms of payment shall be pre-payment or payment on completion of apparatus at factory.

<b>E-One VM8 Pumper w/FC94 Chassis</b>	<b>\$640,400.00</b>
<b>Total for (1)</b>	<b>\$640,400.00</b>

**Unit proposed is a Stock Unit and Subject to Prior Sale**

Pricing provided is **exclusive** of all Federal, State and Local taxes and any other fees, which may apply unless specifically noted herein. If applicable Customer is responsible for all Federal, State, and Local Taxes as well as any associated Fees.

This quote is valid for 30 days unless extended in writing.





4553 Aldine Bender  
Houston, TX 77032  
833-777-FIRE (3473)

**Payment:** Full payment shall be made prior to or upon delivery and acceptance of the apparatus. The vehicle(s) shall not be released to the BUYER until payment is made. If the selling price is subject to any taxes, the taxes added will be that which are prevailing at the time of delivery.

**Late Fee:** A late fee of .04% of the sale price will be charged per day for payments received ten (10) or more days after the payment is due for the first 30 days. On the 31<sup>st</sup> day the late fee shall increase to .05% per day until full payment is received.

**Cancellation:** By accepting this proposal and/or issuance of a purchase order or purchase contract Customer agrees to the following cancellation fee schedule. Lone Star Emergency Group may charge a cancellation fee for any order cancelled or terminated by Customer before completion. The following cancellation fee schedule based on costs incurred may be applied:

- A. 10% of the Purchase Price after order is accepted and entered by Manufacturer.
- B. 20% of the Purchase Price after completion of the approval drawings.
- C. 30% of the Purchase Price upon any material requisition.
- D. Customer shall be responsible for the full cost of all materials purchased and received by Lone Star Emergency Group or the manufacture.





4553 Aldine Bender  
Houston, TX 77032  
833-777-FIRE (3473)

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Customer Authorized Signature

Shaine Reeder  
Shaine Reeder – Territory Manager

Keith A. Gould  
Keith Gould – V.P. Sales

\_\_\_\_\_  
Date

03/12/2024  
Date

03/12/2024  
Date





Agenda Date: March 25, 2024  
To: City Council  
From: Teresa Herrera, City Manager  
Agenda Item: Eilenstein Street  
Date Submitted:

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**SUMMARY:**

Council Member Smith requested to have this item on the work session for discussion.

**RECOMMENDED ACTION:**

**CITY MANAGER APPROVAL:**

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**Attachments**

Eilenstein Street District 3

FROM DISTRICT THREE  
COUNCILMAN JAMES SMITH

TO CITY MANAGER TERESA HERERRA  
RE: PER YOUR POSTPONEMENT REQUEST FOR 3/25/2024

I LOOK FORWARD TO THIS DISCUSSION.

PLEASE NOTE: I AM APPRECIATIVE OF THE SAFE COMMUTE EFFORTS IN DISTRICT 3 AND THROUGHOUT THE CITY YOU AND PWD HAVE ACCOMPLISHED AND LOOK FORWARD TO CONTINUED PROGRESS... BUT HAVE BEEN APPROACHED AGAIN BY DISTRICT THREE RESIDENTS PERTAINING TO THE SECTION OF EILENSTEIN STREET BETWEEN VARIAN AND DOUGLAS STREET AS THIS SECTION OF EILENSTEIN I HAD SUBMITTED EARLY ON AS PRIORITY DUE TO THE UNSAFE COMMUTES CONDITIONS OF LIMITED SIGHT(HILL) ,NO SHOULDERS,DROP OFFS,NO PEDESTRIAN'S PATHWAYS,ROAD SURFACE PROBLEMS,AND ABSENCE OF SIGNAGE TO ENCOURAGE SAFE COMMUTES FOR COMMUTERS CONSISTING OF RESIDENTIAL,COMMERCIAL,DELIVERIES, EMERGENCY PERSONNEL POLICE/FIRE/EMS/INCLUDING SCHOOL BUSES AND PEDESTRIANS OF ALL AGES. PLEASE DO AN ON-SIGHT OBSERVATION THEN TAKE THE NECESSARY STEPS ACCORDED T.U.M.T.C.D. FOR SAFE COMMUTE FOR DRIVERS/PEDESTRIANS.

\*NOTE: THE LIST OF STREETS IN DISTRICT 3 PROVIDED THIS SECTION OF EILENSTEIN (BETWN DOUGLAS-VARIAN) WAS LEFT OFF NEITHER WERE ANY COMMENTS LISTED FOR THIS SECTION. PLEASE NOTE...RESIDENTS IN CLOSE PROXIMITY OF THIS SECTION CONTINUES TO PRESS ME FOR A SOLUTION. I AM REQUESTING YOU & PWD DO AN ON-SIGHT VISIT AND TAKE THE NECESSARY STEPS TO REMEDY THIS UNSAFE COMMUTES ROUTE.

THANKING YOU IN ADVANCE.

DISTRICT THREE  
CITY COUNCILMAN  
JAMES SMITH 3/12/2024

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Agenda Date: March 25, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Discussion regarding Pavilion and Field Rental Rules and Regulations  
Date Submitted: 03/22/2024

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**SUMMARY:**

Discussion regarding Pavilion and Field Rentals Rules and Regulations. On April 6, 2021, the Parks Advisory Board approved the attached rules and regulations for pavilion and field rentals in city-owned parks and ball fields.

**RECOMMENDED ACTION:**

Discussion regarding Pavilion and Field Rentals Rules and Regulations.

**CITY MANAGER APPROVAL:**

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**Attachments**

Rules and Regulations



## City of Palestine Parks and Recreation Department

### Pavilion Rental/Field Rules and Regulations:

**Park Hours: 6:00 am to 10:00 pm**

1. A rental form must be filled out, approved, and payment made prior to using a pavilion or ball field at one of the City owned facilities. Reservations must be made 5 or more days in advance. Online forms submitted must go through a reservation assessment for available date and times. The Reservation Form and payment receipt must accompany the renter during their usage to show proof of payment. Rentals are made on a first come, first serve basis.
2. Payment of rental fee is due within 24hrs of making the reservation before the reservation can be confirmed. All fees are due and can be made to the City of Palestine at the Water Department located at 501 N Queen Street, Palestine Texas, or you can call (903) 731-8400 Opt. 1 Utility Billing. Let the Customer Service person know you are paying for a pavilion rental.
3. **Applicable Fees and/or Payments for Pavilion or Field rentals are as follows (*fees are charged by the hour, fees will not be pro-rated for half or quarter-hour increments*):**
  - a. **Regan Park**
    - Pavilion #1 (Crockett Road) - \$20.00 per hour
    - Pavilion #2 (Brick) - \$20.00 per hour
    - Pavilion #3 - \$10.00 per hour (electricity not available)
    - Multipurpose Court - No Charge
    - Tennis Courts Lights - No Charge
    - Electricity Charge - \$10.00 one-time charge (only available at Pavilions 1 & 2)
  - b. **Calhoun Park**
    - Pavilion - \$10.00 per hour
    - Pavilion Electricity Charge - \$10.00 per hour
    - Field Reservation - \$10.00 per hour
    - Athletic Field Lights - \$50.00 per hour
  - c. **Willie Myers Park**
    - Pavilion - \$20.00 per hour (electricity not available)
  - d. **Mitchell Campbell**
    - Field Reservation - \$10.00 per hour
    - Athletic Field Lights - \$50.00 per hour
  - e. **Larry Street Park**
    - Pavilion - \$10.00 per hour (electricity not available)
4. The rental fee will be forfeited if the renter cancels without a five (5) business day notice. NO EXCEPTIONS.
5. For rain outs, please contact the Parks Department at (903) 731-6000 within 72 hours of your rental for a refund and or to reschedule your date.
6. If you are reserving a pavilion for the weekend (Saturday and Sunday), we **DO NOT** guarantee the cleanliness of the pavilions or restrooms. The City of Palestine Parks Department operates Monday through Friday. The rental fee **ONLY** guarantees the date, time, and location.
7. Vehicles are not to be driven on the grassy area of our parks. We have irrigation lines and drains throughout the park and do not wish to have damage. Special permission will need to be obtained from the Parks Director/City Manager to drive on grassy area.
8. The City of Palestine Parks does not allow alcohol or smoking on the property. Refer to City Ordinance Possession and Consumption of Alcoholic Beverages Section 86-134 and Prohibition of Smoking in Specified Outdoor Areas Section 46-120. All Parks are DRUG FREE.



## City of Palestine Parks and Recreation Department Pavilion

### Rental/Field Rules and Regulations:

9. Animals are welcome at the City Parks, but **must remain on a leash at all times**. Please refer to City Ordinance Animals Section 86-132.
10. The use of any kind of bounce house or water feature is prohibited in our City Parks. No Stakes will be allowed in our parks for pop up tents.
11. Refunds will also not be given back due to the splash pad being closed due to maintenance or non functioning. Your rental is securing the use of a pavilion not the use of the splash pad or playground.
12. Radio's/Music is allowed, but must follow City of Palestine Ordinance Sound Amplification Systems Section 46-27.
13. Only City provided park grills may be used in designated park and pavilion areas. Personal grills and/or smokers are prohibited unless written approval is given by the Parks Director prior to rental.
14. The renter is expected to discard all trash and debris from their party and clean up their own litter. The City has made proper trash receptacles available for this purpose. Keep our parks clean.

Anyone who reserves the pavilion and/or field will have full care and control of that pavilion or field for the time of the rental. The renter is voluntarily assuming all risk of loss, damage, or injury and agree to fully indemnify, release and hold harmless the City of Palestine, Texas, and its officials, employees, and/or agents, jointly and/or severally, from every claim because of loss, damage, or injury of any kind because of such activity, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY THE NEGLIGENCE OF THE CITY OF PALESTINE, ITS OFFICERS, AGENTS, AND EMPLOYEES OR BY ANY OTHER CAUSE. Therefore, the following UNDERSTANDING must be agreed upon before permission to use facility is granted. All renters must adhere to the Governors rules for Pandemic COVID 19 restrictions.





Agenda Date: March 25, 2024  
To: City Council  
From: Teresa Herrera, City Manager  
Agenda Item: Recycling & Transfer Station  
Date Submitted:

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**SUMMARY:**

Council Member Smith requested the discussion regarding residential recycling services and transfer station disposal program.

**RECOMMENDED ACTION:**

**CITY MANAGER APPROVAL:**

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**Attachments**

Recycling & Transfer Station

FROM DISTRICT THREE  
COUNCILMAN JAMES SMITH

TO CITY MANAGER TERESA HERERRA

REQUEST TO PLACE ITEM ON AGENDA FOR MARCH 11, 2024

RE:

I AM REQUESTING YOU TO PLACE THE FOLLOWING ITEM ON THE  
UPCOMING MARCH 11, 2024 AGENDA

\*RESIDENTIAL RECYCLING PROGRAM SERVICES AND THE  
TRANSFER STATION DISPOSAL PROGRAM.

FROM  
DISTRICT THREE  
CITY COUNCILMAN  
JAMES SMITH 3/06/2024

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Agenda Date: March 25, 2024  
To: City Council  
From: Kimberly Beckman, Public Works Admin  
Agenda Item: City-Wide Street Maintenance Program  
Date Submitted: 03/20/2024

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**SUMMARY:**

Discuss and receive guidance for the future next 3-5 year City-Wide Street Maintenance Program.

**RECOMMENDED ACTION:**

No required action.

**CITY MANAGER APPROVAL:**

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**Attachments**

District 1  
District 2  
District 3  
District 4  
District 5  
District 6

STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
ALABAMA STREET W	TEXAS STREET	DEAD END	640	16	N	OS		1	**	
ALTA VISTA	N. JACKSON	DEAD END	410	16	N	ACS		1	***	Repaved 2020
ARMORY RD (a)	N. JACKSON	HWY. 287	4700	20	N	A		1	**	Repaved 1996
AUSTIN	N. JACKSON	SAN DIEGO	360	19	N	ACS		1	**	
BENTWOOD DRIVE (a)	CUL-DE-SAC	WILLOWBROOK	1830	19	N	A	Minor	1	*	
BENTWOOD DRIVE (b)	WILLOWBROOK	DEAD END	244	18	N	A		1	*	
BROOKLYN (a)	TENNESSEE	JACKSON	690	18	N	A		1	***	
BROOKLYN (b)	JACKSON	ESPLANADE	520	25	Y	CA		1	**	
BROOKLYN (c)	ESPLANADE	DEL MAR	940	18	N	A		1	**	
CAMDEN (a)	N. QUEEN	N. SYCAMORE	550	25	Y	ACS		1	***	
CAMDEN (b)	N. SYCAMORE	FOWLER	480	25	Y	ACS		1	***	
CAROLINA (a)	N. SYCAMORE	N. JACKSON	1700	31	Y	ACS		1	***	
CAROLINA (b)	JACKSON	DEL MAR	1630	18	N	ACS		1	***	
CAROLINA (c)	DEL MAR	MISSOURI	2145	16	N	A	Major	1	***	
CEDAR (a)	E. PALESTINE	CORONACA	450	19	N	A		1	***	Overlaid 1998
CHEROKEE	CONRAD	QUEEN	730	16	N	ACS		1	**	
COFFEE STREET	N. QUEEN	DEAD END	1250	15	N	A	Minor	1	**	
COLLEY DRIVE	N. LINK	DEAD END	785	18	N	A		1	**	Repaved 2023
CONRAD (a)	W. PALESTINE	CAROLINA	640	24	N	A		1	**	
CONRAD (b)	CAROLINA	CHEROKEE	885	30	Y	A		1	**	
CONRAD (c)	CHEROKEE	MAFFITT	1240	19	N	A		1	**	
CONRAD (d)	GREEN	N. JACKSON	790	12	N	A		1	***	
CONWAY (c)	W. PALESTINE	BROOKLYN	1080	16	N	A		1		
CORONACA (a)	CEDAR	WAREHOUSE	250	21	N	A	Minor	1		Awarded 2024
CORONACA (b)	WAREHOUSE	LAURA	250	21	N	A		1	**	Awarded 2024
CORONACA (c)	LAURA	SYCAMORE	350	26	Y ones	A		1	*	Awarded 2024
CORONACA (d)	SYCAMORE	TENNESSEE	990	31	Y	ACS		1	**	Awarded 2024
CORONACA (e)	TENNESSEE	HOWARD	1010	16	N	ACS		1	**	Awarded 2024
CORONACA (f)	HOWARD	DEL MAR	1170	15	N	A	Major	1	*	
COTTAGE (d)	W. PALESTINE	CAROLINA	770	18	N	A		1	***	Repaved 1998
CRAWFORD (a)	N. SYCAMORE	N. QUEEN	950	41	Y	A		1	***	
DAVID DRIVE	MONICA LANE	MITZE LANE	890	31	Y	ACS		1	**	
DEBARD (a)	QUEEN	JOHN	300	41	Y	CA		1	**	Repaved 1998
DEBARD (b)	180	QUEEN	136	25	Y	CA		1	*	
DEBARD (c)	TENNESSEE	180	180	31	Y	CA		1	**	
DEBARD (d)	HOWARD	TENNESSEE	635	27	Y	C		1	*	

DISTRICT 1

A = ASPHALT    ACS = ASPHALT WITH CHIP SEAL    C = CONCRETE    CCS = CONCRETE WITH SLURRY SEAL  
CA = CONCRETE ASPHALT OVERLAY    OS = OIL SAND    DP = DUST PROOF

\* = WATER 1970-2001       \*\* = WATER 1940-1970  
\*\*\* = WATER PRE 1940

STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
DEBARD (e)	HOWARD	SPRING	1145	27	Y	A		1	**	
DEL MAR	W. PALESTINE	BROOKLYN	1090	16	N	ACS		1	*	
DONNIEBROOK STREET	LISA	DEAD END	1020	31	Y	Y		1	**	
ESPLANADE (a)	DEBARD	W. LACY	280	25	Y	ACS		1		
ESPLANADE (c)	CAROLINA	PALESTINE AVENUE	675	13	N	ACS		1	**	
ESPLANADE (d)	CAROLINA	BROOKLYN	365	16	N	OS		1		
EZELL (a)	N. SYCAMORE	END CURB & GUTTER	360	23	Y	C	Major	1	***	Repaved 2022
EZELL (b)	END CURB & GUTTER	FOWLER	122	17	N	A		1	***	Repaved 2022
FORT (d)	W. PALESTINE	CAROLINA	1030	18	N	A		1	**	
FOWLER (a)	E. LACY	KOLSTAD	580	26	Y	C		1	***	
FOWLER (b)	E. KOLSTAD	EZELL	360	31	Y	CA		1	***	
FOWLER (c)	EZELL	PINE	180	18	N	A		1	***	
FOWLER (e)	PINE	PALESTINE AVENUE	790	31	Y	A		1	**	
GEORGIA	TEXAS	DEAD END	125	15	N	A		1	*	
GOLFCREST DRIVE	STEPHANIE	DEAD END	570	31	Y	ACS		1	**	
GREEN (a)	N. SYCAMORE	N. JACKSON	1700	31	Y	ACS		1	***	
HARRISON	N. JACKSON	DEAD END	550	16	N	A		1	***	
HOWARD (a)	MAIN	SPRING	80	41	Y	C		1		
HOWARD (b)	OAK	MAIN	100	41	Y	ACS		1	***	
HOWARD (c)	OAK	LACY	513	27	Y	ACS		1	**	
HOWARD (e)	W. PALESTINE	BROOKLYN	1100	16	N	A		1	***	Repaved 2023
HURLEY ST	N. JACKSON	DEAD END	270	16	N	A		1	**	
JAMESON	ALTA VISTA	DEAD END	103	24	N	A		1		
JOHN (a)	E. PINE	DEAD END	1870	31	Y	ACS		1	***	
JOHN (b)	SPRING	OAK	280	41	Y	A		1		
JOHN (c)	OAK	CRAWFORD	125	34	Y	A		1	***	
JOHN (d)	CRAWFORD	DEBARD	395	36	Y	A		1	***	
JOHN (e)	DEBARD	KOLSTAD	865	25	Y	ACS	Minor	1	***	
KICKAPOO (a)	LAURA	N. SYCAMORE	250	18	N	OS		1	**	
KICKAPOO (b)	LAURA	HWY. 155	1635	28	N	A		1	**	
KOLSTAD (d)	QUEEN	FOWLER	1166	25	Y	CA		1		Repaved 1998
KOLSTAD (e)	QUEEN	N. JACKSON	850	31	Y	ACS		1	***	
LACY STREET (i)	N. SYCAMORE	MAGNOLIA	160	29	Y	A		1	***	
LACY STREET (j)	MAGNOLIA	SPRING	3050	25	N	CA		1	*	
LAURA (a)	E. PALESTINE	CORONACA	480	31	Y	ACS		1	**	
LAURA (b)	CORONACA	KICKAPOO	616	16	N	A		1		

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STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
LINCH	N. JACKSON	SAN DIEGO	400	20	N	ACS		1	*	
LISA	STEPHANIE	DEAD END	1200	31	Y	ACS		1	**	
LORI (a)	FM 3309	817	817	31	Y	A		1	***	
LORI (b)	817	DEAD END	400	31	Y	C		1	*	
LOUISIANA (a)	N. QUEEN	RAINY	164	20	N	A		1	***	
LOUISIANA (b)	RAINY	TENNESSEE	215	31	Y	A		1	***	
LOUISIANA (c)	TENNESSEE	JACKSON	320	20	N	A		1	***	
MAFFITT (a)	LINK	DEAD END	644	14	N	A		1	**	
MAFFITT (b)	HWY 155	DEAD END						1		
MAFFITT (c)	N. JACKSON	N. QUEEN	1350	16	N	OS		1	**	
MAGNOLIA (g)	SPRING	CRAWFORD	434	41	Y	A		1	***	
MAGNOLIA (h)	CRAWFORD	LACY	743	35	Y	C		1	***	
MAGNOLIA (i)	LACY	TERRACE	290	27	Y	A		1	***	
MAIN (a)	MILL	75	75	32	Y (s)	A		1	***	
MAIN (b)	75	HOWARD	176	41	Y	C		1	***	
MAIN (c)	QUEEN	HOWARD	976	41	Y	CAD		1	***	
MAIN (d)	N. SYCAMORE	QUEEN	924	37	Y	CAD		1	***	
MEADOWBROOK (b)	LINK STREET	DEAD END	1433	31	Y	ACS	Minor	1	**	Repaved 2023
MELISSA DRIVE	FM 3309	DAVID	1015	31	Y	ACS		1	*	
MILLS (a)	SPRING	MAIN	109	26	Y (one side)	A		1	*	Overlaid 1998
MILLS (b)	MAIN	OAK	500	26	N	ACS		1	***	Overlaid 1998
MISSOURI	CAROLINA	W. SPRING	715	16	N	OS		1	**	
MITZE LANE	FM 3309	DAVID	932	31	Y	ACS		1	*	
MONICA LANE	FM 3309	DAVID	945	31	Y	ACS		1	*	
N. JACKSON (a)	SPRING	W. OAK	260	42	Y	A		1	***	
N. JACKSON (c)	W. PALESTINE	LOOP 256	3500	31	Y	CA		1	***	Overlaid 1998
N. JACKSON (d)	LOOP 256	CITY LIMIT	5125	22	N	CACS		1	***	
NIXON STREET	N. JACKSON	DEAD END	1375	18	N	A		1	***	Repaved 1996
OAK (b)	N. SYCAMORE	QUEEN	939	41	Y	CA		1	***	
OAK (c)	QUEEN	HOWARD	963	41	Y	CA		1	***	
PERRY TAP ROAD	N. JACKSON	CITY LIMIT	985	16	N	A		1	*	
PINE (a)	N. SYCAMORE	N. QUEEN	500	27	Y	A		1	**	
PINE (b)	N. SYCAMORE	FOWLER	500	27	Y	CA		1	**	Overlaid 1998
PINE TREE DRIVE	MEADOWBROOK	DEAD END	750	31	Y	A		1	*	
QUEEN (a)	SPRING	CRAWFORD	450	51	Y	A		1	***	
QUEEN (b)	CRAWFORD	DEBARD	330	38	Y	A		1	***	Repaved 2023

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STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
QUEEN (c)	DEBARD	PALESTINE	2400	27	Y	A		1	***	Overlaid 1998
QUEEN (d)	PALESTINE	CAROLINA	740	27	Y	A		1	***	
QUEEN (e)	CAROLINA	MAFFITT	2070	18	N	A		1	**	
QUEEN (f)	MAFFITT	LOOP 256	900	18	N	A		1		Overlaid 1997
QUEEN (g)	LOOP 256	CITY LIMIT			N	OS		1	*	
RAINEY (a)	LACY	LOUISIANA	308	31	Y	A		1	***	
RAINEY (b)	LOUISIANA	KOLSTAD	250	24	N	A		1	***	
RAVENWOOD DRIVE	LINK	DEAD END	437	18	N	A		1	**	Repaved 2023
RICHARD CIRCLE	LORI LANE	DEAD END	436	27	Y	A		1	***	
RUSSELL STREET	DEBARD	LACY	267	20	N	A		1		
SANDERSON FARM	W. OAK	SEWER PLANT RD.	1600	40	N	A		1		Chip seal 2022
SAN DIEGO	AUSTIN	LINCH	830	416	N	ACS		1	**	
ST ANDREWS	DEAD END	DEAD END	750	31	Y	C		1	*	
STEPHANIE DRIVE	LINK	DEAD END	1680	31	Y	ACS		1	**	
STEPHEN CIRCLE	LORI LANE	DEAD END	340	31	Y	A		1		
SYCAMORE (a)	SPRING	CRAWFORD	500	44	Y	CA		1	***	
SYCAMORE (b)	CRAWFORD	120' PAST LACY	880	44	Y	A		1	*	Repave 1999
SYCAMORE (c)	120' PAST LACY	TERRACE	200	41	Y	A		1	*	Repave 1999
SYCAMORE (d)	TERRACE	KOLSTAD	200	44	Y	A		1	**	Repave 1999
						CA (repave d 98)		1	*	
SYCAMORE (e)	KOLSTAD	KICKAPOO	2670	27	Y			1		
TENNESSEE (a)	SPRING	OAK	275	35	Y	A		1	**	
TENNESSEE (b)	OAK	LACY	690	27	Y	A		1	**	Repaved 1998
TENNESSEE (c)	LACY	KOLSTAD	575	18	N	A	Major	1	**	
TENNESSEE (d)	KOLSTAD	PALESTINE	1490	31	Y	C	Major	1	**	
TENNESSEE (e)	CORONACA	CHEROKEE	1404	18	N	A		1	**	Awarded 2024
TENNESSEE (f)	PALESTINE	CORONACA	216	18	N	A		1		
TERRACE STREET	MAGNOLIA	SYCAMORE	210	24	Y	CA		1	**	
TEXAS (c)	SPRING	ALABAMA	1975	16	N	OS		1	*	
THRELL (a)	N. JACKSON	SAN DIEGO	400	16	N	ACS		1	**	
THRELL (b)	SAN DIEGO	LOOP 256	472	16	N	A		1	**	
TIMBERLINE TRAIL	VENTURE VIEW	CITY LIMIT	3372	18	N	ACS	Major	1	**	
TIP STREET (a)	N. JACKSON	N. CONRAD	485	18	N	A		1	**	
TIP STREET (b)	CONRAD	N. QUEEN	1050	16	N	A		1		
TYLER	N. JACKSON	CITY LIMIT	1440	11	N	A		1	*	

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STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
UPPER LAKE (a)	ARMORY ROAD	SPRING	1560	18	N	A		1		
VENTURE VIEW (a)	LINK	BENTWOOD	2092	22	N	A		1	**	Repaved 1999
VENTURE VIEW (b)	BENTWOOD	TIMBERLINE TRAIL	1862	18	N	ACS		1	*	Repaved 2022
						A (repave d 98)		1	*	
VIRGINIA AVENUE NORTH	CAROLINA	LOOP 256	1910	19	N					
WALL DRIVE	N. JACKSON	DEAD END	1300	20	N	ACS		1	**	
WILLOWBROOK WAY	VENTURE VIEW	BENTWOOD	1100	19	N	A		1	*	Repaved 1999
WILLOWBROOK WAY	BENTWOOD	DEAD END	202	18	N	A		1	*	
WOLF CREEK ROAD	CITY LIMIT	WOLF CREEK LAKE	3920	16	N	OS		1		



	B	C	D	E	F	G	H	I	J	K	L
	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
1											
2	ACADEMY DR	E. MURCHISON	DEAD END	437	20	N	A	Minor	2	*	
3	ANGELINA (a)	S. MAY	MAGNOLIA	426	17	N	ACS		2	***	Overlaid 1994
4	ANGELINA (b)	MAGNOLIA	S. SYCAMORE	409	31	Y	A		2	***	Overlaid 1998
5	ANGLE	W. REAGAN	DORRANCE	1400	20	N	A		2	***	Repaved 1999
6	ASH	E. LACY	E. MURCHISON	465	31	Y	A		2	***	
7	BIRCH (a)	HEAD	MULBERRY	1155	19	EDGE	A	Minor	2	**	Repaved 2022
8	BIRCH (b)	MULBERRY	CURB & GUTTER	122	18	N	A	Minor	2	**	
9	BIRCH (c)	CURB & GUTTER	MOODY	253	31	Y	A	Minor	2	**	
10	BIRCH (d)	MOODY	MCMEAN	432	12	N	DIRT		2	**	
11	BOWERS STREET	S. MAGNOLIA	S. QUEEN	595	25	Y	CA		2	***	
12	BRAZOS (a)	S. SYCAMORE	S. MAGNOLIA	400	33	Y	A		2	***	
13	BROYLES (a)	HICKORY	JACKSON	1316	18	N	A	Minor	2	**	Overlaid 1997
14	BROYLES (b)	HAW	JACKSON	434	16	N	OS		2	***	
15	BURKITT STREET (a)	RAILROAD AVENUE	FULTON	1300	23	N	A		2	*	
16	BURKITT STREET (b)	FULTON	HAW	911	16	N	A		2	*	
17	BUTLER ALLEY	AVENUE A	CRAWFORD	250	14	N	A		2		
18	CALHOUN (a)	MURCHISON	MOODY	1690	31	Y	ACS		2	*	
19	CALHOUN (b)	MOODY	CALHOUN PARK	1040	27	N	ACS		2	*	
20	CAMPBELL (a)	DORRANCE	DEAD END	352	31	Y	A		2	*	
21	CAMPBELL (b)	DORRANCE	FULTON	434	31	Y	A		2	*	
22	CAMPBELL (c)	FULTON	S. JACKSON	419	27	Y	A		2	*	
23	CAMPBELL (d)	S. JACKSON	WALTON	600	31	N	A		2	*	
24	CHURCH (a)	RAILROAD TRACKS	LAMAR	470	31				2	***	
25	CHURCH (b)	RAILROAD TRACKS	E. SPRING	532	20	N			2	***	
26	CIRCLE DRIVE	DALLAS	DEAD END	406	29	Y	A		2	***	
27	CLAY (a)	S. JACKSON	DEAD END	535	18	N	A		2	*	Overlaid 1997
28	CLAY (b)	S. JACKSON	CUMMINS	111	16	N	A		2		
29	CLAY (c)	CUMMINS	MIZELL	374	16	N	A		2	*	
30	COLORADO (a)	RR AVE.	DEAD END						2		
31	COLORADO (b)	MAGNOLIA	RR AVE.	480	18	N	A		2	**	
32	COOK (b)	S. SYCAMORE	MAGNOLIA	407	31	Y	A		2	**	
33	COOK (c)	MAGNOLIA	HICKORY	828	13	N	OS		2	*	
34	COOK (d)	HICKORY	FULTON	930	20	N	A	Major	2	*	Overlaid 1997
35	CRAWFORD (b)	N. SYCAMORE	ELM	1050	21	Y	A		2	***	
36	CRAWFORD (c)	ELM	MALLARD	360	41	Y	A		2	***	
37	CRAWFORD (d)	PERRY	DECHARD	400	41	Y	A		2		

DISTRICT 2

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	B	C	D	E	F	G	H	I	J	K	L
1	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
38	CRAWFORD (e)	DECHARD	SELDEN	890	14	N	A		2		
39	CRAWFORD (f)	SELDEN	PARKER	400	16	N	OS		2		
40	CREEKSIDE	WILLOW CREEK WAY	DEAD END						2		
41	CUMMINS (a)	CLAY	DEAD END	570	16	N	A		2	*	
42	CUMMINS (b)	BURKITT	DEAD END	900	16	N	OS		2		
43	DALLAS (a)	MICHAUX	S. SYCAMORE	866	25	Y	A		2	*	
44	DALLAS (b)	S. SYCAMORE	MAY ST.	863	25	Y	A		2	*	
45	DAVIS STREET	S. SYCAMORE	ROYAL	423	21	Y	ACS		2	*	
46	DECHARD	MARKET	CALHOUN	953	31	Y	A		2	***	
47	DELESPINE STREET	HOXIE	GOOCH	207	25	Y	C		2		
48	DORRANCE (a)	COOK	BURKITT	900	18	N	A		2	*	Overlaid 1998
49	DORRANCE (b)	BURKITT	CAMPBELL	538	31	Y	A		2	**	
50	DORRANCE (c)	CAMPBELL	SOUTH STREET	2496	20	N	A		2	***	
51	DORRANCE (d)	SOUTH STREET	SAN JACINTO	300	18	N	A		2	**	
52	DYE (a)	FULTON	WALTON	689	16	N			2	**	
53	DYE (b)	FULTON	DORRANCE	430	16	N	A		2	**	
54	ELM (a)	AVENUE A	LACY	625	31	Y	ACS		2	***	
55	ELM (b)	E. LACY	E. KOLSTAD	750	31	Y	A		2	***	
56	ERWIN (a)	N. SYCAMORE	JOHNSON ALLEY	238	36	Y	A		2	***	
57	ERWIN (b)	JOHNSON ALLEY	DEAD END	180	27	Y	A		2		
58	FANNIN (a)	LACY	MURCHISON	475	18	N	OS		2	***	Awarded 2024
59	FANNIN (b)	TERRY	LACY	850	20	N	A		2	***	Awarded 2024
60	FANNIN (c)	TERRY	DEAD END	260	31	Y	A		2	*	
61	FIG STREET	BIRCH	CALHOUN	300	12	N	OS		2	***	
62	FORT HOUSTON	167 FT.	RED OAK LANE	345	31	Y	C		2		
63	FORT HOUSTON	VARIAH	167 FT.	167	BLVD 20	Y	C		2		
64	FULTON (a)	W. REAGAN	BURKITT	2050	31	Y	A		2	**	
65	FULTON (b)	BURKITT	DEAD END	940	20	N	A		2	***	Repaved 2023
66	GARLAND	E. LACY	CALHOUN	1160	31	Y	ACS		2	*	
67	GILLESPIE (a)	ROYAL	S. SYCAMORE	800	37	Y	ACS		2	*	Repaved 2004
68	GILLESPIE (b)	S. SYCAMORE	LOOP 256	3193	19	N	ACS		2	*	Repaved 1994
69	GILLESPIE (c)	LOOP 256	CITY LIMIT	916	31	Y	A		2		
70	GIRAUD STREET	GROVE	ANGLE	2052	18	N	A	Minor	2	*	
71	GOOCH (a)	S. QUEEN	MAY	279	16	N	A		2	***	
72	GOOCH (b)	MAY	ROYAL	1323	27	Y	ACS		2	***	Repaved 1994
73	GRANBERRY (a)	E. MAIN	SPRING	90	35	Y	A		2		

	B	C	D	E	F	G	H	I	J	K	L
	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
1	GRANBERRY (b)	SPRING	DEAD END	175	33	Y	A		2	***	
74	GROVE (a)	SAN JACINTO	SOUTH STREET	420	30	N	A		2	*	
75	GROVE (b)	SOUTH STREET	REAGAN	1380	17	N	A		2	*	
76	HAW STREET	BURKITT	BROYLES	465	18	N	A		2	**	
77	HEAD (a)	CALHOUN	NEWMAN	970	22	Y	ACS		2	**	
78	HEAD (b)	NEWMAN	HODGES	575	18	N	A		2	**	
79	HICKORY STREET SOU	BURKITT	COOK	908	16	N	OS	Minor	2	**	
80	HODGES (b)	HEAD	CHURCH	620	31	Y	A		2	***	
81	HODGES (c)	HEAD	DEAD END	346	18	N	A		2	***	
82	HOSPITAL DRIVE	MEDICAL DRIVE	315 FT.	315	31	Y	A		2	*	
83	HOUSTON (a)	OAK	CRAWFORD	267	40	Y	A		2	***	
84	HOUSTON (b)	OAK	AVENUE A	44	40	Y	C		2	***	
85	HOXIE (a)	S. SYCAMORE	S. MAGNOLIA	312	31	Y	A		2	***	
86	HOXIE (b)	S. SYCAMORE	DELESPINE	147	21	Y	A		2	***	
87	HUFFSMITH (a)	MAGNOLIA	DEAD END	120	12	N	A		2	*	
88	HUFFSMITH (b)	S. MAGNOLIA	S. SYCAMORE	452	31	Y	ACS		2	***	
89	HURST ST N	E. LACY	CALHOUN	1010	31	Y	ACS		2	**	
90	JOHNSON ALLEY	ERWIN	LACY	325	25	Y	A		2		
91	JOHNSON STREET	HURST	GARLAND	458	24	Y	ACS		2	***	
92	JOLLY (d)	SYCAMORE	248 FT	248	20	N	A		2	***	
93	JOLLY (e)	248	MAGNOLIA	181	24	Y	A		2	*	
94	KENTUCKY STREET	S. SYCAMORE	OHIO	967	21	N	A		2	**	Overlaid 1997
95	KOLSTAD (a)	CHURCH	PERRY	280	25	Y	ACS		2	***	
96	LACY STREET (c)	HURST	R.R.	2572	20	N	ACS		2		
97	LACY STREET (d)	1390 FT.	HURST	560	28	Y (1/2)	ACS		2	***	
98	LACY STREET (e)	FANNIN	1390 FT.	1390	41	Y	ACS		2	***	
99	LACY STREET (f)	PERRY	FANNIN	140	31	Y	C		2	***	
100	LACY STREET (g)	MALLARD	CHURCH	120	41	Y	ACS		2	***	
101	LACY STREET (h)	N. SYCAMORE	MALLARD	1426	31	Y	A		2	***	Repaved 2022
102	LINE (a)	E. HODGES	E. PALESTINE	457	16	N	A		2	**	
103	LIVE OAK	WILLOW CREEK WAY	DEAD END						2		
104	MAGNOLIA (a)	KENTUCKY	OHIO	600	21	N	A		2	**	Overlaid 1997
105	MAGNOLIA (b)	COOK	HUFFSMITH	483	31	Y	ACS		2	**	
106	MAGNOLIA (c)	COOK	JOLLY	429	17	N	ACS		2	**	Repaved 2024
107	MAGNOLIA (d)	JOLLY	248	248	31	Y	ACS		2	**	Repaved 2024
108	MAGNOLIA (e)	248	228	228	18	N	A		2	**	Repaved 2024

	B	C	D	E	F	G	H	I	J	K	L
	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
1											
110	MAGNOLIA (f)	228	COLORADO	226	27	Y	A		2	**	Repaved 2024
111	MAIN (e)	N. SYCAMORE	AVENUE A	120	41	Y	A		2	***	
112	MAIN (f)	AVENUE A	GRANBERRY	262	35	Y	A		2	***	
113	MARKET (a)	MALLARD	PERRY	380	40	Y	A		2	***	
114	MARKET (b)	PERRY	CEMETERY	2400	18	N	A		2	***	
115	MAY (a)	GOOCH	REAGAN	363	26	Y	CA		2	***	Repaved 2020
116	MAY (b)	REAGAN	PARK AVENUE	950	31	Y	CA		2	***	Repaved 2020
117	MAY (c)	PARK	NECHES	369	31	Y	A		2	***	Repaved 2020
118	MAY (d)	NECHES	ANGELINA	397	16	N	ACS		2	***	Repaved 2020
119	MCCLELLAN (a)	W. SOUTH STREET	GIRAUD	435	31	Y	A		2	*	
120	MCCLELLAN (b)	GIRAUD	SWANTZ	280	31	N	A		2	*	
121	MCMEAN	BIRCH	CALHOUN	426	16	N	DIRT	Minor	2	*	
122	MEDICAL DRIVE	S. SYCAMORE	HOSPITAL	860	31	Y	A	Minor	2	*	
123	MICHAUX (a)	REAGAN	173 FT.	173	31	N	A	Major	2	***	
124	MICHAUX (b)	COLORADO	DALLAS	196	31	Y	C	Major	2	***	Repaved 2023
125	MICHAUX (c)	DALLAS	PARK	586	31	Y	A		2	***	
126	MICHAUX (d)	PARK	NECHES	350	27	Y	CA		2	***	
127	MILLER STREET	W. REAGAN	DEAD END	780	18	N	A		2	**	
128	MIZZEL	CLAY	DEAD END	231	16	N	A		2	*	
129	MONTANA (a)	DORRANCE	FULTON	446	16	N	A		2	**	
130	MONTANA (b)	RR AVE	DEAD END						2		
131	MOODY (a)	MURCHISON	CALHOUN	442	31	Y	ACS		2	**	Repaved 1997
132	MOODY (b)	CALHOUN	END C & G	958	31	Y	A	Minor	2	**	
133	MOODY (c)	END C & G	LOOP 256	2250	22	N	ACS		2	**	Repaved 1997
134	MULBERRY STREET	BIRCH	MURCHISON	778	25	Y	A		2	**	
135	MURCHISON (c)	CHURCH	PERRY	275	31	Y	A		2	**	Repaved 2023
136	MURCHISON (d)	PERRY	HURST	2185	19	N	A		2	**	Repaved 2023
137	MURCHISON (e)	HURST	MURCHISON APTS.	1195	22	EDGE	ACS		2	*	
138	MURCHISON (f)	MURCHISON APTS.	END CURB	700	31	Y	ACS		2	*	
139	MURCHISON (g)	END CURB	LOOP 256	1725	22	N	ACS		2	*	
140	NECHES (a)	MAGNOLIA	MAY	430	15	N	A		2	**	Repaved 2023
141	NECHES (b)	S. SYCAMORE	MAGNOLIA	411	31	Y	CA		2	**	
142	NECHES (c)	S. SYCAMORE	CROCKETT ROAD	1610	31	Y	CA		2/5	***	
143	NORTH STREET	WEST STREET	S. JACKSON	589	15	N	OS		2	***	Overlaid 1998
144	OAK (a)	N. SYCAMORE	AVENUE A	380	41	Y	CA		2		
145	OAKWOOD COURT	FORT HOUSTON DRIVE	DEAD END	360	31	Y	C		2	*	

	B	C	D	E	F	G	H	I	J	K	L
	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE	Drainage	DIST.	Water	Comments
1											
146	OHIO (a)	S. SYCAMORE	CURVE	952	18	N	A		2	**	Overlaid 1997
147	OHIO (b)	CURVE	KENTUCKY	790	21	N	A		2	***	Overlaid 1998
148	PALMER STREET	GILLESPIE	WILBORN	1924	31	Y	A	Minor	2	**	
	PARK AVENUE EAST										
149 (a)		S. SYCAMORE	CROCKETT ROAD	1676	31	Y	ACS		2	*	
150	PARK AVENUE WEST	S. SYCAMORE	MAY	851	31	Y	A		2	***	
151	PARKER	E. LACY	E. CRAWFORD	300	31	Y	A		2	*	
152	PECAN (a)	MURCHISON	CALHOUN	409	31	Y	A	Major	2	*	
153	PECAN (b)	CALHOUN	BIRCH	350	24	N	A		2	*	
154	PERRY (a)	CRAWFORD	TERRY	410	41	Y	A		2	***	
155	PERRY (b)	NEWMAN STREET	HODGES	260	31	Y	A		2	***	
156	PERSHING STREET	S. ROYAL	SYCAMORE	558	20	N	A		2	*	
157	POPLAR (b)	CHURCH	PERRY	300	29	Y	ACS		2		
158	POPLAR (c)	PERRY	FANNIN	135	19	N	OS		2		
159	POPLAR (d)	FANNIN	DECHARD	290	31	Y	A		2		
160	POPLAR (e)	DECHARD	ASH	375	23	Y	A		2		
161	POST OAK DRIVE	HARCROW	SHADOW WOOD	342	31	Y	C		2	*	
162	QUEEN (h)	W. HOXIE	BOWERS	238	16	N	OS		2	***	
163	QUEEN (i)	BOWERS	DEAD END	974	16	N	A		2	***	
164	RAILROAD AVENUE	COLORADO	BURKITT	190	23	N	OS		2	**	
165	REAGAN (b)	CHURCH	DEAD END	2042	27	N	A		2		Repaved 2022
166	REAGAN (c)	S. SYCAMORE	CHURCH	1450	31	Y	ASLS		2		Repaved 1993
167	REAGAN (d)	S. SYCAMORE	MAY	880	27	Y	ASLS		2	**	Repaved 2023
168	REAGAN (e)	MAY	JACKSON	2290	31	Y	A		2	**	Repaved 2023
169	REAGAN (f)	JACKSON	RAILROAD	2042	37	Y	A		2	*	Repaved 2023
170	REAGAN (g)	RAILROAD	VARIAH	2371	37	Y	A		2		
171	RED OAK LANE	FT. HOUSTON	SHADOW WOOD	256	31	Y	C		2	*	
172	ROYAL (a)	GOOCH	REAGAN	395	38	N	A	Minor	2	**	
173	ROYAL (b)	REAGAN	DALLAS	366	18	N	A	Major	2	***	
174	ROYAL (c)	DALLAS	E. NECHES	960	27	Y	CA		2	*	
175	ROYAL (d)	NECHES	ANGELINA	350	27	Y	A		2	***	
176	ROYAL (e)	ANGELINA	RAILROAD	3975	27	Y	A		2		Repaved 2023
177	S. JACKSON STREET	SOUTH STREET	REAGAN	2250	31	Y	A		2		Repaved 2023
178	S. JACKSON STREET	REAGAN	GILLESPIE ROAD	5390	31	Y	ACS		2	**	
179	SAN JACINTO (a)	W. OAK	S. JACKSON	850	31	Y	ASIS		2	**	Repaved 1993
180	SAN JACINTO (b)	S. JACKSON	ANGLE	400	31	Y	ACS		2	**	Repaved 1994

	B	C	D	E	F	G	H	I	J	K	L
	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
1											
181	SELDON (a)	LACY	CRAWFORD	315	16	N	A		2	**	
182	SELDON (b)	CRAWFORD	MARKET	165	16	N	OS		2	**	
183	SHADOW WOOD DRIVE	RED OAK	POST OAK	619	31	Y	C		2	*	
184	SHERWOOD STREET	GROVE	DEAD END	450	16	N	A		2	**	
185	SOUTH STREET WEST	GROVE	ANGLE	1757	31	Y	A		2	**	
186	SWANTZ (a)	S. JACKSON	GROVE	848	31	Y	A		2	**	Awarded 2024
187	SWANTZ (b)	GROVE	DEAD END	300	18	N	OS	Minor	2	**	
188	SYCAMORE ALLEY (a)	S. SYCAMORE	SYCAMORE ALLEY	270	12	N	OS		2		
189	SYCAMORE ALLEY (b)	DEAD END	DEAD END	380	14	N	OS		2		
190	SYLVAN (a)	PARK AVENUE	NECHES	353	26	N	A		2	***	
191	TATE STREET	GILLESPIE	DEAD END	1200	16	N	A	Minor	2	*	
192	TERRY (a)	MALLARD	CHURCH	100	41	Y	A		2	***	
193	TERRY (b)	CHURCH	FANNIN	500	20	N	A		2	***	
194	TERRY (c)	FANNIN	DEAD END	130	16	N	OS		2	*	
195	TRINITY COURT	SYCAMORE	LOOP 256	850	41	Y	A		2	**	
196	TRINITY PLACE	TRINITY COURT	DEAD END						2		
197	VANFLEET (a)	S. JACKSON	FULTON	434	16	N	A	Major	2	*	
198	VANFLEET (b)	FULTON	DEAD END	600	18	N	A	Minor	2	*	Repaved 1998
199	VARIAH (d)	RAILROAD TRACK	LOOP 256	1700	37	Y	ACS		2	**	Repaved 1997
200	VARIAH (e)	LOOP 256	425	425	22	N	A		2	***	
201	VARIAH (f)	425	HARCROW	1590	20	N	OS		2	*	
202	VISTA RIDGE	WILLOW CREEK WAY	DEAD END						2		
203	WALNUT STREET EAS	ASH	DEAD END	420	27	Y	A		2	**	
204	WALTON STREET	DYE	CAMPBELL	430	16	N	A		2		Overlaid 1997
205	WELLS STREET	BIRCH	HEAD	385	20	Y	A		2		
206	WEST (a)	NORTH STREET	200 FT.	200	18	N	A		2	*	
207	WEST (b)	200 FT.	GROVE	160	30	N	A		2	*	
208	WILLOW CREEK DRIVE	WILLOW CREEK WAY	DEAD END						2		
209	WILLOW CREEK WAY	LOOP 256	WILLOW CREEK DRIVE						2		

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	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
1	ARMORY RD (b)	HWY. 287	490 FT	490	23	N	ACS		3	*	
2	ARMORY RD (c)	490	DEAD END	540	16	N	ACS		3	*	
3	ARMORY RD (d)	LOOP 256	LOOP 256	1414	16	N	A		3		
4	AVENUE B (a)	1ST STREET	500 FT.	500	18	Y	A		3	**	Repaved 2024
5	AVENUE B (b)	500 FT.	LOOP 256	160	31	Y	A		3	**	
6	AVENUE B (c)	LOOP 256	FIFTH STREET	570	27	Y	A		3	**	
7	AVENUE B (d)	FIFTH STREET	SIXTH STREET	300	18	N	A		3	*	Repaved 2024
8	AVENUE B (e)	SIXTH STREET	SEVENTH STREET	300	16	N	OS		3	*	Repaved 2024
9	AVENUE C (a)	1ST STREET	490 FT.	490	14	N	A		3	**	
10	AVENUE C (b)	490	FOURTH	406	31	Y	A		3	**	
11	AVENUE C (c)	FOURTH	FIFTH STREET	320	18	N	A		3	*	
12	AVENUE C (d)	FIFTH STREET	SEVENTH STREET	625	31	Y	ACS		3	*	
13	AVENUE D (a)	2ND STREET	LOOP 256	90	18	N	A		3	**	
14	AVENUE D (b)	LOOP 256	SIXTH STREET	1146	31	Y	A		3	***	
15	BOOKER STREET E (a)	W. PALESTINE AVE.	IKE	220	15	N	A		3	*	
16	BOOKER STREET E (b)	DEAD END	W. PALESTINE	280	15	N	OS		3		
17	CALLIER STREET	LARRY	SALT WORKS	540	16	N	A		3	*	Repaved 2022
18	CALLIER STREET	COURT DRIVE	LARRY	540	16	N	A		3	*	Awarded 2024
19	CARVER	W. OAK	SALT WORKS	610	16	N	OS		3	***	
20	CHANCELLOR (a)	COURT DRIVE	SALT WORKS	200	25	N	A		3	*	Repaved 2019
21	CHANCELLOR (b)	SALT WORKS	CRAIG	1400	28	Y (FLAT)	A		3	**	
22	CHANCELLOR (c)	CRAIG	DEAD END						3		
23	CHELSEA	YORKSHIRE	OXFORD	395	31	Y	A		3	*	
24	COLUMBIA STREET	WESTBROOK	DEAD END	970	31	Y	A		3	**	
25	CONWAY (a)	COVERT	GREEN	680	16	N	OS		3	**	
26	CONWAY (b)	GREEN	PALESTINE	314	16	N	A		3	*	
27							A (overlaid 98)		3	***	
28	COTTAGE (a)	W. OAK	SPRING	460	31	Y	ACS		3	***	Awarded 2024
29	COTTAGE (b)	SPRING	1515	1515	31	Y	ACS		3	***	Awarded 2024
30	COTTAGE (c)	1515	PALESTINE	336	18	N	ACS		3	***	Awarded 2024
31	COVERT STREET (a)	ESPLANADE	RAMPART	260	10	N	OS	Major	3	*	
32	COVERT STREET (b)	RAMPART	CURB & GUTTER	528	14	N	OS	Major	3	*	
33	COVERT STREET (c)	CURB & GUTTER	COTTAGE	160	25	Y	A		3	*	
34	COVERT STREET (d)	COTTAGE	PALESTINE	820	14	N	OS		3	**	
35	CRAIG STREET	CHANCELLOR	CHANCELLOR	1240	28	Y (FLAT)	A	Minor	3	**	

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	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Draina ge	DIST.	Water	Comments
1	DAILY STREET	HAMLETT	DEAD END	300	14	N	ACS		3		
36	DEBARD (f)	SPRING	TEXAS	1015	27	Y	ACS		3	***	
37	DEBARD (g)	TEXAS	W. PALESTINE AVE.	565	15	N	OS	Minor	3	**	Repaved 2023
38	DEE ANNE	COURT DRIVE	SALT WORKS	825	17	N	A		3		
39	DEVONSHIRE	FERGUSON ROAD	LELIA	520	31	Y	A		3	*	
40	DOUGLAS STREET	WASHINGTON SCHOOL	SALT WORKS	877	28	Y	A		3	*	
41	DURHAM (a)	LACY	LOUISIANA	260	14	N	DIRT		3	***	
42	DURHAM (b)	LOUISIANA	COVERT	736	20	N	OS	Major	3	***	
43	EIGHTH STREET	W. OAK	LIPSEY AVENUE	300	16	N	A		3	**	Repaved 2024
44	EILENSTEIN STREET	FUTURE	VARIAH	1623	15	N	A		3	*	Repaved 1997
45	EILENSTEIN STREET	VARIAH	DOUGLAS	850	16	N	A		3		
46	ESPLANADE (b)	W. LACY	W. PALESTINE	2060	30	Y	A		3	***	
47	FIFTH STREET	W. OAK	AVENUE D	1340	31	Y	A		3	**	Repaved 2024
48	FIRST STREET	AVENUE C	DEAD END	355	16	N	A		3	**	Repaved 1998
49	FORT (a)	W. OAK	LACY	910	31	Y	A		3	**	
50	FORT (b)	LACY	SPRING	187	18	N	A		3	**	
51	FORT (c)	SPRING	W. PALESTINE AVE.	1165	16	N	OS		3	**	
52	FORTH STREET	W. OAK	AVENUE D	1350	31	Y	ACS		3	**	Repaved 1994
53	FUTURE STREET	SALT WORKS	HAMLETT	1090	24	Y (flat)	A		3	**	
54	GILBERT STREET WEST	N. JACKSON	ESPLANADE	730	18	N	A		3	*	
55	GIVENS STREET	SALT WORKS	SALT WORKS	580	14	N	A		3		Repaved 1999
56	GRANT STREET	W. OAK	MCNIEL	730	19	N	OS (overlaid 97)		3	*	
57	GREEN (b)	N. JACKSON	ESPLANADE	730	31	Y	ACS		3	*	
58	GREEN (c)	CONWAY	COTTAGE	565	13	N	A		3	*	
59	GRIGGS STREET	W. LACY	ROBERTS	263	12	N	OS	Major	3	**	
60	HAMLETT STREET	TEXAS AVENUE	PALESTINE AVENUE	1050	17	N	ACS		3	**	Repaved 1998
61	HARDIN STREET	EILENSTEIN	SALT WORKS	360	18	N	A		3	*	Overlaid 1998
62	HOWARD (d)	W. LACY	W. PALESTINE	2085	30	Y	ACS		3	***	
63	IKE (a)	HAMLETT	BOOKER	365	14	N	A		3	**	
64	IKE (b)	HAMLETT	DEAD END	240	12	N	OS		3	**	
65	ILLINOIS (a)	N. JACKSON	ESPLANADE	733	31	Y	A		3		
66	ILLINOIS (b)	ESPLANADE	DURHAM	577	17	N	OS		3	**	
67	JOE LOUIS STREET	COURT DRIVE	SALT WORKS	1136	28	Y	ACS		3	**	Repaved 1994



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1	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
70	KOLSTAD (f)	N. JACKSON	COTTAGE	1728	30	Y	ACS		3	***	
71	KOLSTAD (g)	COTTAGE	FORT	432	17	N	OS		3	***	Awarded 2024
72	LACY STREET (k)	SPRING	FORT	314	25	Y	ACS		3	***	Repaved 1997
73	LACY STREET (l)	FORT	TEXAS	417	18	N	ACS		3	***	Repaved 1997
74	LACY STREET (m)	TEXAS	PALESTINE	495	20	N	A		3	*	
75	LACY STREET (n)	PALESTINE	DEXTER	677	15	N	OS		3	***	
76	LARRY	STONE	W. PALESTINE AVENUE	2130	27	Y	ACS		3	***	Repaved 1997
77	LELIA	WESTWOOD	OXFORD	530	30	N	A		3		Repaved 2022
78	LELIA	OXFORD	YORKSHIRE	900	30	Y (flat)	A	Minor	3	*	
79	LINCOLN	VARIAH	DOUGLAS	887	18	N	ACS		3	***	Repaved 1997
80	LIPSEY (a)	FOURTH	SEVENTH	1020	17	N	A		3	**	
81	LIPSEY (b)	7TH STREET	160	160	27	Y (one side)	A		3	**	
82	LIPSEY (c)	160	EIGHTH STREET	160	20	N	A		3	**	Repaved 2024
83	LOUISIANA (d)	N. JACKSON	COTTAGE	1760	31	Y	ACS		3	***	Repaved 1994
84	LOWE	COURT DRIVE	SALT WORKS	1070	16	N	A		3	**	
85	M L CARY	W. OAK	W. REAGAN	320	25	Y	A		3	**	
86	MANNING STREET	VARIAH	PENNY	300	15	N	A		3	*	Repaved 1999
87	MAPLE STREET	MCNEIL	CARVER	426	18	N	A		3		Repaved 1997
			W. PALESTINE AVENUE								
88	MARTIN LUTHER KING JR.	TEXAS AVENUE	AVENUE	734	24	N	ACS		3	***	Repaved 1994
89	MCNEIL (a)	SALT WORKS	W. OAK	932	16	N	A		3	***	Repaved 1999
90	MCNEIL (b)	M.L. CARY	VARIAH	2020	17	N	A		3	**	
91	N. JACKSON (b)	W. LACY	W. PALESTINE	2070	31	Y	A		3	*	
92	OAKLAWN DRIVE	SALT WORKS	SHADY OAKS	290	19	N	A		3		
93	OXFORD ROAD (a)	LELIA	FERGUSON ROAD	557	31	Y (flat)	A	Minor	3	*	
94	PENNY STREET	MANNING	HAMLETT	300	15	N	OS		3	*	
							A (overlaid 97)				
95	PILLAR (a)	MCNIEL	W. OAK	127	16	N			3	*	
96	PILLAR (b)	OAK	DEAD END	265	12	N	OS		3	*	
97	PINEWOOD STREET	VARIAH	TIMBER	347	31	Y	A		3	*	
98	PRAIRIE	CRAIG	DEAD END						3		
99	RAMPART (a)	COVERT	ESPLANDES	640	15	N	OS	Major	3	***	
100	RAMPART (b)	LACY	ILLINOIS	830	16	N	ACS		3	***	
101	RANDOLF (a)	W. LACY	ROBERTS	270	12	N	A	Major	3	**	
102	RANDOLF (b)	W. LACY	DEAD END	240	12	N	A	Major	3	**	

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	B	C	D	E	F	G	H	I	J	K	L
	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
1											
103	REAGAN (g)	VARIAH	LOOP 256	1144	41	Y	ACS		3		
104	REDUS	VARIAH	ROBINSON	280	16	N	ACS		3	**	Repaved 1998
105	ROBERTS STREET WEST	GRIGGS	DEAD END	300	12	N	A	Major	3	**	
106	ROBINSON STREET	STERNE AVENUE	REDUS	350	31	Y	A	Minor	3	**	
107	ROMALLEN (a)	SHERIDAN	END C & G	620	31	Y	A		3	**	
108	ROMALLEN (b)	END C & G	LOOP 256	190	20	N	OS		3	**	
109	SALT WORKS (a)	W. OAK	W. PALESTINE AVENUE	1100	20	Y	A		3	**	Repaved 1998
110	SALT WORKS (b)	PALESTINE AVENUE	STONE	2400	31	Y	ACS		3	**	Repaved 1997
111	SALT WORKS (c)	STONE	376	376	18	N	ACS		3	**	Repaved 1997
112	SALT WORKS (d)	376	164	164	20	N	A		3	***	Repaved 1997
113	SALT WORKS (e)	164	LOOP 256	190	29	N	A		3	***	Repaved 1997
114	SALT WORKS (f)	LOOP 256	358	358	19	N	A		3		Repaved 1997
115	SALT WORKS (g)	358	THOMAS ROAD	1300	19	N	A	Minor	3	**	
116	SALT WORKS (h)	THOMAS ROAD	CHANCELLOR	2940	16	N	A	Major	3	*	Repaved 2022
117	SALT WORKS (i)	CHANCELLOR	CITY LIMIT	2550	18	N	A	Major	3	**	Repaved 2022
118	SANDRA STREET	SALT WORKS	LARRY	593	18	N	A		3	*	
119	SECOND (a)	W. OAK	END C & G	80	27	Y	A		3	**	
120	SECOND (b)	END C&G	COURT DRIVE	1320	19	N	A		3	**	
121	SEVENTH (a)	W. OAK	LIPSEY AVENUE	300	36	Y	A		3	**	Repaved 2024
122	SEVENTH (b)	LIPSEY AVENUE	WESTWOOD ST.	700	31	Y	ACS		3	**	Repaved 2024
123	SHADY OAK DRIVE	SALT WORKS	DEAD END	1330	31	Y	ACS		3	*	
124	SHERIDAN (a)	W. OAK	END C & G	1057	31	Y	ACS		3	**	Repaved 1994
125	SHERIDAN (b)	CURB & GUTTER	ONE SIDE C & G	131	24	Y (one side)	A		3	**	Overlaid 1998
126	SHERIDAN (c)	ONE SIDE C & G	LOOP 256	378	19	N	A		3	**	
127	SIXTH STREET	W. OAK	AVENUE D	1340	31	Y	ACS		3	**	
128	SPENCER STREET NORTH	KOLSTAD	COVERT	480	12	N	OS		3		Awarded 2024
129	STEWART STREET	WESTBROOK	DEAD END	900	31	Y	A		3	**	
							(Reconstruct 97)		3	*	
130	STONE STREET	SALT WORKS	LARRY	400	18	N			3		
131	TEXAS (a)	W. OAK	LACY	1370	31	Y	ACS		3	***	Repaved 1998
132	TEXAS (b)	LACY	SPRING	592	20	N	A		3	***	Repaved 1998
133	TIMBER STREET	DEAD END	DEAD END	600	30	Y	A	Minor	3	*	
134	UPPER LAKE (b)	SPRING	MLK	5600	16	N	A		3	*	
135	VARIAH (a)	MLK	REDUS	415	31	Y	ACS		3	**	
136	VARIAH (b)	PALESTINE AVENUE	MLK	2922	37	Y	ACS		3	**	

DISTRICT 3

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	B	C	D	E	F	G	H	I	J	K	L
1	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Draina ge	DIST.	Water	Comments
137	VARIAH (c)	RAILROAD TRACK	PALESTINE AVENUE	1000	37	Y	A		3	**	
138	VICTORY STREET	COURT DRIVE	SALT WORKS	1040	18	N	A		3	*	
139	WASHINGTON	MLK	HAMLETT	420	17	N	OS		3	**	
140	WESTBROOK STREET	STERNE	STEWART	520	31	Y	ACS		3	**	
141	WESTWOOD (a)	SEVENTH STREET	FERGUSON	1200	31	Y	A		3	***	
142	YEAGER STREET	W. OAK	MCMIEL	569	16	N	OS		3	**	Repaved 2023
143	YORKSHIRE (a)	LELIA	THOMAS ROAD	847	31	Y	A	Major	3	*	



	B	C	D	E	F	G	H	I	J	K	L
1	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Draina ge	DIST.	Water	Comments
38	FLORENCE	W. OAK	W. OAK	3555	24	N	CA	Major	4	*	
39	GLENHAVEN ROAD	W. OAK	BROOKHOLLOW	760	18	N	A		4	***	
40	HOLLY LANE	SHAMROCK	DEAD END	253	18	N	ACS		4	**	
41	HOLMES STREET	FERGUSON	PARKCREST	1720	16	N	ACS		4	**	
42	INDUSTRIAL	W. REAGAN	DEAD END	1415	31	Y	ACS	Minor	4	*	
43	JUNIPER DRIVE	SPRUCE	DEAD END	1850	31	Y	ACS		4	*	
44	KENT AVENUE	YORKSHIRE	DEAD END	450	17	N	A	Major	4	*	Awarded 2024
45	LAKE DRIVE	W. POINT TAP	DEAD END	520	18	N	A	Minor	4	**	
46	LARKSPUR (a)	SHAMROCK	EVERGREEN	1318	20	N	A	Major	4	***	
47	LARKSPUR (b)	EVERGREEN	DEAD END	534	30	FLAT Y	A	Major	4	*	
48	LAUREL	W. POINT TAP	SPRUCE	250	31	Y	A		4	*	
49	LERAM (a)	BASSETT	BEG C & G	681	18	N	A	Minor	4	*	
50	LERAM (b)	BEGIN C & G	DEAD END	520	31	Y	A		4	*	
51	LILAC (a)	CLOVER	LARKSPUR	550	16	N	A	Minor	4	**	
52	LILAC (b)	LARKSPUR	PALM	272	15	N	OS	Minor	4	**	
53	LINDEN	SPRUCE	DEAD END	1640	31	Y	ACS		4	*	
54	LONE OAK (a)	RIDGEWOOD	CEDARCREST	300	17	N	A	Major	4	**	
55	LONE OAK (b)	RIDGEWOOD	DEAD END	425	27	Y	A		4	**	
56	LORRAINE	CEDARVALE	DEAD END	450	31	Y	A		4	*	
57	MIDDELTON	BELFAST	BRISTOL	900	31	FLAT Y	A	Minor	4	*	Awarded 2024
58	MIMOSA DRIVE	BROOKVIEW	JUNIPER	864	31	Y	ACS		4	*	
59	OAKHILLS DRIVE	W. POINT TAP	MIMOSA	677	31	Y	ACS		4	*	
60	OLD TUCKER TRAIL	GLENHAVEN	CITY LIMIT	1870	24	N	CA		4	*	
61	OXFORD ROAD (b)	THOMAS	SELKIRK	290	16	N	A	Minor	4	*	
62	PALM DRIVE (a)	SHAMROCK	EVERGREEN	1320	20	Y	A	Major	4	*	
63	PALM DRIVE (b)	EVERGREEN	DEAD END	550	29	FLAT Y	A	major	4	**	
64	PALMETTO DRIVE	CEDARVIEW	BELLVIEW	260	31	Y	A		4	**	
65	PANTHER	W. OAK	W. POINT TAP	1666	31	Y	A		4	**	
66	PARKCREST DRIVE	W. POINT TAP	HOLMES	1550	20	N	A	Minor	4	**	
67	PINERIDGE STREET	WINDRIDGE	DOVERIDGE	470	18	N	A		4	*	
68	QUAILRIDGE (a)	WINDRIDGE	DOVERIDGE	470	18	N	A	Minor	4	*	
69	QUAILRIDGE (b)	DOVERIDGE	DEAD END	120	16	N	A	Minor	4	*	
70	REAGAN (h)	LOOP 256	BEG C & G	874	24	N	A		4	*	
71	REAGAN (i)	BEG C & G	KNOX	1260	34	S. SIDE	A		4	*	
72	REAGAN (j)	TILE FACTORY ROAD	TRANS. MIX	479	24	N	A		4	**	
73	REAGAN (k)	TRANS. MIX	DEAD END	2018	12	N	A	Major	4	**	

DISTRICT 4

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	B	C	D	E	F	G	H	I	J	K	L
	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
1											
74	RIDGEWOOD (a)	W. OAK	W. POINT TAP	700	31	Y	A		4	**	
75	RIDGEWOOD (b)	W. POINT TAP	LONE OAK DRIVE	1430	31	Y	ACS		4	**	
76	SANDEFLAT PLACE	BLACKJACK	BROOKVIEW	546	31	Y	ACS		4	*	
77	SELKIRK AVENUE	YORKSHIRE	OXFORD	409	17	N	A	Major	4	*	
78	SEQUOIA DRIVE	SHAMROCK	EVERGREEN	1300	16	N	A	Major	4	**	
79	SHAMROCK (a)	W. OAK	BEG C & G	690	20	N	A	Minor	4		Awarded 2024
80	SHAMROCK (b)	BEG C & G	W. POINT TAP	1615	31	Y	ACS		4	**	Awarded 2024
81	SPRINGDALE STREET	W. POINT TAP	CITY LIMIT	1188	18	N	ACS		4	*	Awarded 2024
82	SPRUCE STREET	TANGLEWOOD	DEAD END	770	31	Y	ACS		4	*	
83	SURREY CIRCLE	WOODRIDGE	DEAD END	460	18	N	A		4	*	Awarded 2024
84	TANGLEWOOD DRIVE	W. POINT TAP	MIMOSA	590	31	Y	ACS		4	*	
85	THOMAS (b)	COURT DRIVE	SALT WORKS	285	18	N	A	Minor	4	*	
86	THOMAS (a)	WESTWOOD	COURT DRIVE	2240	22	N	A	Major	4	**	
87	TILE FACTORY (a)	W. POINT TAP	W. OAK	1475	18	N	A		4	**	
88	TILE FACTORY (b)	W. OAK	W. REAGAN	1400	25	N	ACS		4	**	
89	WEST POINT TAP (a)	KNOX (FM 1990)	OAK	975	18	N	ACS		4	*	Repaved 2023
90	WEST POINT TAP (b)	W. OAK	BASSETT	4400	31	Y	ACS		4	**	
91	WEST POINT TAP (c)	BASSETT	END C & G	5460	31	Y	ACS		4	**	
92	WEST POINT TAP (d)	END C & G	FLORENCE	4170	18	N	A	Major	4	*	
93	WESTVIEW STREET	BUTTERMILK	BASSETT	570	31	Y	ACS		4	*	
94	WESTWOOD (b)	FERGUSON	THOMAS	400	22	N	A		4	**	
95	WINDRIDGE	QUAIL RIDGE	PINE RIDGE	960	18	N	A	Minor	4	*	
96	WOODBINE (a)	CEDARCREST	RIDGEWOOD	340	31	Y	A		4	**	
97	WOODBINE (b)	RIDGEWOOD	CRESTWOOD	260	31	Y	A		4	**	
98	WOODRIDGE STREET	W. OAK	DOVE RIDGE	1543	20	N	A	Minor	4	*	
99	WOODSIDE DRIVE	PARKCREST	RIDGEWOOD	1310	16	N	A		4	**	
100	YORKSHIRE (b)	THOMAS	FERGUSON	1100	16	N	A	Minor	4	**	Repaved 2022
101	ELMWOOD CT.	FT. HOUSTON	DEAD END						4		
102	HOMESTEAD	RED OAK	POST OAK						4		
103	REAGAN CT	SHADOW WOOD	DEAD END						4		

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	B	C	D	E	F	G	H	I	J	K	L
	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
1	ANDERSON DR	E. PARK	DEAD END	1500	27	Y	A		5	*	
2	ANGELINA (c)	S. SYCAMORE	CROCKETT	1553	31	Y	ACS		5	**	Repaved 1998
3	ANGELINA (d)	CROCKETT	BOWIE	375	27	Y	CA		5	***	
4	ANGELINA (e)	BOWIE	FOREST	2578	31	Y	ACS		5	**	
5	ARROWHEAD RD	LAKE SIDE DRIVE	WIGWAM STREET	470	16	N	A		5	*	
6	BOWIE STREET (a)	LAMAR	NECHES	622	27	Y	ACS		5		
7	BOWIE STREET (b)	NECHES	ANGELINA	345	16	N	ACS		5	***	
8	BOWIE STREET (c)	ANGELINA	BRAZOS	421	27	Y	CACS		5	***	
9	BRAKENRIDGE STREET	WIGWAM	LAKE SIDE	1460	16	N	ACS		5	*	Awarded 2024
10	BRAZOS (b)	S. SYCAMORE	MICHAUX	940	31	Y	ACS		5	**	
11	BRAZOS (c)	MICHAUX	SYLVAN	321	27	Y	CA		5	*	
12	BRAZOS (d)	SYLVAN	CROCKETT	278	31	Y	A		5	***	
13	BRAZOS (e)	CROCKETT	HAMILTON	4288	31	Y	ACS		5	***	Repaved 1997
14	BREABURN DRIVE	ANDERSON	DEAD END	185	17	N	A		5	*	
15	CAPLIN (a)	E. PALESTINE	BOWDEN	1170	18	N	A		5	**	Repaved 2022
16	CAPLIN (b)	BOWDEN	WANDA	285	16	N	A		5	*	Repaved 2022
17	CEDAR (b)	E. PALESTINE	KOLSTAD	1300	27	Y	A		5	*	
18	CEDAR (c)	E. LACY	KOLSTAD	670	16	N	A		5	***	
19	COLORADO (c)	S. SYCAMORE	MICHAUX	970	31	Y	A		5	***	
20	COLORADO (d)	MICHAUX	SYLVAN	281	37	Y	A		5	***	
21	COLORADO (e)	SYLVAN	CROCKETT	258	19	N	A		5	***	
22	COOK (a)	ROYAL	S. SYCAMORE	464	18	N			5	***	
23	CREST DRIVE	EASY	WANDA	834	27	Y	A		5	***	
24	DANIELS (a)	LUDOLPH	GARDNER	900	18	N	A	Minor	5	*	
25	DANIELS (b)	GARDNER	DEAD END	1022	31	Y	ACS		5	**	Repaved 1994
26	DOWLING STREET	NECHES	BRAKENRIDGE	1270	16	N	A		5	*	
27	DREXEL STREET	RAGLAND	DEAD END	2240	16	N	A		5	**	Awarded 2024
28	EASY (a)	CAPLIN	CREST	332	16	N	A		5	**	
29	EASY (b)	CREST	SCHOOL	150	27	Y	A		5		
30	FITZHUGH (a)	LUDOLPH	DREXEL	127	14	N	A	Minor	5	**	Awarded 2024
31	FITZHUGH (b)	DREXEL	GARDNER	420	31	Y	A	Minor	5	**	Awarded 2024
32	FITZHUGH (c)	GARDNER	CITY LIMIT	760	16	N	A	Minor	5	**	
33	FORREST (a)	NECHES	BRAZOS	812	31	Y	A		5	**	Overlaid 1998
34	FORREST (b)	BRAZOS	RAMBLING	283	17	N	ACS		5	**	
35	FORREST (c)	RAMBLING	WOODLAND	304	23	Y 1/2	ACS		5	**	
36	GAMBREL (a)	HWY. 155	MARION	394	16	N	A	Major	5	**	

	B	C	D	E	F	G	H	I	J	K	L
1	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Draina ge	DIST.	Water	Comments
38	GAMBREL (b)	MARION	LUDOLPH	407	20	N	ACS	Minor	5		
39	GARDNER (a)	E. PALESTINE	RAGLAND	3023	41	Y	ACS		5	**	Awarded 2024
40	GARDNER (b)	RAGLAND	HWY. 155	1366	31	Y	ACS		5	**	Awarded 2024
41	GILLIS STREET	MARION	LUDOLPH	420	31	Y	ACS		5	**	Repaved 1994
42	GLENWOOD (b)	BRAZOS	WOODLAND	667	31	Y	A		5	**	
43	GREEVER (a)	HWY. 155	DREXEL	790	16	N	A	Major	5	**	
44	GREEVER (b)	DREXEL	GARDNER	460	16	N	A		5	**	
45	GREEVER (c)	GARDNER	87	87	31	Y	A		5		Awarded 2024
46	GREEVER (d)	87	TRIMBLE	327	18	N	A		5		Awarded 2024
47	HAMILTON ROAD	OAKRIDGE	INDIAN CREEK	1487	17	N	A		5	**	
48	HAYS STREET	DOWLING	DEAD END	1216	31	Y	A		5	*	
49	HILLTOP (c)	GLENWOOD	DEAD END	950	31	Y	A		5	**	
50	HODGES (a)	CHURCH	MALLARD	200	31	Y	A		5	***	
51	HOOD (a)	SWIFT	PARK	661	27	Y	A		5	***	
52	HOOD (b)	PARK	NECHES	320	27	Y	CA		5	***	
53	HOOD (c)	NECHES	ANGELINA	352	29	Y	ACS		5	***	
54	HOOD (d)	ANGELINA	HIGHLAND	1426	31	Y	ACS		5	***	Repaved 1994
55	HUFFSMITH (c)	S. SYCAMORE	SYLVAN	1178	18	N	A		5	**	
56	HUFFSMITH (d)	SYLVAN	CROCKETT ROAD	857	16	N	A	Major	5	**	
57	HUNTER DRIVE	VAUGHN	JOLLY	373	31	Y	ACS		5	**	Repaved 1997
58	INDIAN (a)	HAMILTON	1308	1308	17	N	ACS		5	**	Awarded 2024
59	INDIAN (b)	1308	FOREST	80	28	Y 1/2	A		5	**	Awarded 2024
60	INDIAN (c)	FOREST	DEAD END	164	18	N	A		5	**	
61	JOLLY (a)	BEGIN C & G	HUNTER	680	31	Y	ACS		5	***	Repaved 2022
62	JOLLY (b)	ROYALL	BEGIN C & G	400	18	N	A		5	***	Repaved 1998
63	JOLLY (c)	S. SYCAMORE	ROYALL	400	18	N	ACS		5	***	
64	KENNY (a)	OLD BRUSHY CREEK	204	204	17	N	OS		5		
65	KENNY (b)	204	FM 315	1100	11	N	OS		5		
66	KOLSTAD (b)	MALLARD	CHURCH	130	27	N	A		5	***	
67	KOLSTAD (c)	FOWLER	MALLARD	1130	25	Y	CA		5	**	
68	LACY STREET (a)	LOOP 256	CITY LIMIT	350	25	N	A		5		
69	LACY STREET (b)	R. R. TRACKS	LOOP 256	1628	20	N	ACS	Major	5		Repaved 1997
70	LAKESHORE (a)	BRAZOS	538	538	17	N	ACS		5	**	
71	LAKESHORE (b)	538	260	260	28	Y 1/2	ACS		5	**	
72	LAKESHORE (c)	260	GLENWOOD	483	18	N	ACS		5	**	
73	LAKESHORE (d)	GLENWOOD	WOODLAND	917	31	Y	ACS		5	**	



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	B	C	D	E	F	G	H	I	J	K	L
1	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Draina ge	DIST.	Water	Comments
74	LAKESHORE (e)	WOODLAND	HAMILTON	917	20	N	ACS		5	**	
75	LAKESIDE DRIVE	BRAKENRIDGE	ARROWHEAD	450	16	N	A	Major	5	*	
76	LAKEVIEW AVENUE	NECHES	DEAD END	1600	31	Y	ACS		5	*	Repaved 1994
77	LAMAR (a)	CROCKETT ROAD	1038	1038	27	Y	ACS		5	*	
78	LAMAR (b)	1038	ROSS	1164	27	Y	CACS		5	*	
79	LAMAR (c)	ROSS	LAKEVIEW	1147	31	Y	ACS		5	*	
80	LINE (b)	E. PALESTINE	DEAD END	305	18	N	A	Minor	5	**	
81	LINK	KOLSTAD	E. PALESTINE	1310	24	Y	CA		5	*	Overlaid 1998
82	LUDOLPH	DREXEL	DEAD END	1350	16	N	A	Major	5	*	
83	MARION (a)	GREEVER	GAMBRELL	426	16	N	A		5	*	Awarded 2024
84	MARION (b)	GAMBRELL	DEAD END	545	31	Y	ACS		5	*	Awarded 2024
85	MCCULLOUGH (a)	E. NECHES	PARK	321	30	Y	ACS		5	*	Repaved 1994
86	MCCULLOUGH (b)	PARK	SWIFT	731	27	Y	ACS		5	**	Repaved 1994
87	MCCULLOUGH (c)	SWIFT	REAGAN	310	12	N	A & OS		5	**	
88	MICHAUX (e)	NECHES	JOLLY	1970	31	Y	A		5	***	
89	MICHAUX (f)	JOLLY	HUFFSMITH	880	16	N	A	Minor	5	***	
90	MILAM STREET	E. LAMAR	NECHES	612	15	N	A		5	***	
91	MOODY (d)	LOOP 256	BRIDGE						5		
92	MOODY (e)	BRIDGE	WIDTH CHANGE	320	42	Y	A		5	**	
93	MOODY (f)	WIDTH CHANGE	WANDA	297	36	Y	A		5	***	
94	MURCHISON (a)	ELM	CEDAR	436	17	N	A		5	***	
95	MURCHISON (b)	CHURCH	ELM	355	31	Y	ACS		5	***	
96	NECHES (d)	CROCKETT ROAD	HOOD	1390	27	Y	CACS		5	**	
97	NECHES (e)	HOOD	LAKEVIEW	1884	31	Y	ACS		5	**	Repaved 1994
98	NECHES (f)	LAKEVIEW	PARK AVE	1000	17	N	A		5	**	
99	OAKRIDGE DRIVE	LAKESHORE	DEAD END	460	19	N	A		5	**	
100	OLD BRUSHY CREEK (a)	TURNER	KENNY	2102	17	N	A		5	**	Repaved 2023
101	OLD BRUSHY CREEK (b)	KENNY	CITY LIMIT	960	13	N	OS		5	*	Repaved 2023
102	PEACH TREE (a)	LUDOLPH	308 PEACH TREE	1390	31	Y	ACS		5	**	Repaved 1994
103	PEACH TREE (b)	308 PEACH TREE	TRIMBLE	293	23	Y (1/2)	A		5	**	
104	PEACH TREE (c)	TRIMBLE	CITY LIMIT	1080	16	N	ACS	Minor	5	*	Repaved 2022
105	PINE (c)	FOWLER	CEDAR	250	20	N	A		5	**	
106	PINE (d)	CEDAR	LINK	350	24	Y	CA		5	***	
107	PINE (e)	LINK	MALLARD	410	15	N	A		5	***	
108	POPLAR (a)	MALLARD	CHURCH	115	38		ACS		5		Repaved 1994
109	POPLAR (f)	CEDAR	ELM	375	15	N	ACS		5	***	Repaved 1997

	B	C	D	E	F	G	H	I	J	K	L
1	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Draina ge	DIST.	Water	Comments
110	RAGLAND (a)	HWY 155	DREXEL	422	18	Y (1/2)	ACS		5	**	
111	RAGLAND (b)	DREXEL	DEAD END	1090	18	N	A		5	**	
112	RAMBLING (a)	HIGHLAND	HOOD	385	31				5	**	
113	RAMBLING (b)	HOOD	LAKESHORE	1935	27	Y	A		5	**	
114	RAMBLING (c)	LAKESHORE	GLENWOOD	426	31	Y	A		5	**	
115	RANGE ROAD	LOOP 256	CITY LIMIT	2570	20	N	A	Minor	5	*	
116	RAVINE DRIVE	LOOP 256	DEAD END	1020	18	N	A		5		
117	REAGAN (a)	END C&G	DEAD END	1327	18	N	A		5	***	
118	REAGAN (b)	CHURCH	END C&G	715	31	Y	A		5	***	
119	RICKY (a)	OLD BRUSHY CREEK	450	450	16	N	OS	Minor	5	**	Awarded 2024
120	RICKY (b)	1164	SHERRY	256	15	N	OS	Minor	5	*	Awarded 2024
121	RICKY (c)	450	1164	714	15	N	A	Minor	5	**	
122	ROGERS (a)	E. PARK	LAMAR	300	27	Y	A		5	*	
123	ROGERS (b)	LAMAR	BRAKENRIDGE	637	18	N	A		5	***	
124	ROSS (a)	RAMBLING	HIGHLAND	282	14	N	A		5	***	Repaved 1997
125	ROSS (b)	LAMAR	DEAD END	148	15	N	A		5	***	
126	ROSS (c)	LAMAR	PARK	301	31	Y	ACS		5	***	Repaved 1997
127	ROSS (d)	PARK	NECHES	300	17	N	A		5	***	
128	ROSS (e)	NECHES	160	160	22	Y 1/2	ACS		5	***	
129	ROSS (f)	160	ANGELINA	137	31	Y	ACS		5	***	
130	ROYAL (e)	ANGELINA	HUFFSMITH	2459	31	Y	ACS		5	***	
131	RUGGED ROAD	ANDERSON	DEAD END	320	17	N	ACS		5	*	
132	RUTH STREET	REAGAN	DEAD END	257	14				5	**	
133	SHERRY LANE	OLD BRUSHY CREEK	FM 315	1350	31	Y	A		5	**	
134	SWIFT (a)	REAGAN	TURN	322	15	N	OS		5		
135	SWIFT (b)	TURN	DOWLING	1253	31	Y	A		5	**	
136	SYLVAN (b)	NECHES	JOLLY	2011	25	Y	CA		5	***	
137	SYLVAN (c)	JOLLY	HUFFSMITH	857	31	Y	A		5	***	Repaved 2023
138	THORNWOOD	HILLTOP	DEAD END	200	31	Y	A		6		
139	TONY (a)	RICKY	SHERRY	253	15	N	OS		5		
140	TONY (b)	SHERRY	93	93	31	Y	A		5		
141	TONY (c)	93	KENNY	167	19	N	A		5		
142	TRAVIS (a)	NECHES	162	162	20	Y 1/2	A		5		
143	TRAVIS (b)	162	PARK	150	14	N	A		5		
144	TRAVIS (c)	PARK	145	145	18	Y 1/2	A		5		
145	TRAVIS (d)	145	LAMAR	148	17	N	A		5		

	B	C	D	E	F	G	H	I	J	K	L
1	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
146	TRIMBLE (a)	PEACH TREE	DANIELS	574	31	Y	ACS		5	**	
147	TRIMBLE (b)	DANIELS	RAGLAND	1186	16	N	ACS		5	**	Repaved 1994
148	TURNER (a)	OLD BRUSHY CREEK	HWY 155	955	13	N	A	Minor	5	*	
149	TURNER (b)	HWY. 155	GARDNER	650	13	N	A		5		
150	TURNER (c)	GARDNER	CITY LIMIT	450	17	N	A		5	*	
151	VAUGHAN STREET	MICHAUX	HUNTER	637	27	Y	ACS		5		
152	WANDA (a)	CAPLIN	SCHOOL	669	32	Y	ACS		5	**	
153	WANDA (b)	SCHOOL	MOODY	526	31	Y	A		5	***	
154	WIGWAM STREET	HAYS	ARROWHEAD	671	18	N	A		5	*	
155	WOODLAND (a)	RAMBLING ROAD	DEAD END	2594	31	Y	ACS		5	**	
156	WOODLAND (b)	GLENWOOD	HAMILTON	389	31	Y	A		5	**	

	B	C	D	E	F	G	H	I	J	K	L
	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
1											
2	ALETA DR	BRIERWOOD	INWOOD DRIVE	956	31	Y	A		6	**	
3	ALPINE STREET	LOOP 256	CRESTLINE	990	16	N	A		6	*	
4	BEN MILAM ROAD	LOOP 256	CITY LIMITS	2306	31	Y	A		6	**	
5	BENBROOK DRIVE (a)	LOOP 256	CITY LIMITS	2698	41	Y	A	Minor	6	*	
6	BENBROOK DRIVE (b)	CROCKETT	CITY LIMITS	1090	16	N	A	Minor	6		
7	BENT TREE DRIVE	WOODGATE	RICHLAND DRIVE	670	31	Y	A		6	*	
8	BERKLEY DRIVE	HILLTOP	DEAD END	1260	31	Y	A		6	*	
9	BEVERLY DRIVE	INWOOD DRIVE	DEAD END	500	31	Y	ACS		6	**	
10	BRIDGES DRIVE	CRESTLINE	CITY LIMITS	325	18	N	OS		6	*	
11	BRIERWOOD DRIVE (	INWOOD DRIVE	HILLCREST	2743	31	Y	A		6		Repaved 1999
12	BRIERWOOD DRIVE (	HILLCREST	INWOOD	763	31	Y	ACS		6	*	
13	BROOKHAVEN DRIVE	MUSTANG	DEAD END	640	30	Y	A		6	**	
14	CARDINAL	BRIERWOOD	INWOOD DRIVE	696	31	Y	A		6	**	
15	CHAMBOARD	GAY	DEAD END	154	15	N	A		6		
16	CRESCENT DRIVE	INWOOD	INWOOD	476	31	Y	A		6	**	Overlaid 1998
17	CRESTLINE (a)	INWOOD	HILLCREST	3014	18	N	A		6	**	
18	CRESTLINE (b)	HILLCREST	LOOP 256	891	31	Y	A		6	**	
19	CRESTLINE (c)	LOOP 256	CITY LIMIT	1244	20	N	ASLS		6		
20	CYPRESS DRIVE	WYNNWOOD	REDWOOD	705	27	Y	A		6		
21	DAISEY LANE	KENWOOD	RENNER ROAD	1150	19	N	A		6		
22	DELLA DRIVE	FAY WAY	DEAD END	700	16	N	A		6	*	
23	DOGWOOD STREET	HILLTOP	SWANSON	591	16	N	A		6	**	
24	FAY WAY DRIVE	WESLEY	OLD ELKHART ROAD	2740	31	Y	A		6	*	
25	GAY (a)	CROCKETT ROAD	734	734	16	N	A		6	**	Awarded 2024
26	GAY (b)	734	SYLVAN	689	31	Y	ACS		6	**	Awarded 2024
27	GLENWOOD (a)	BRIERWOOD	LAKESHORE	2270	31	Y	A		6	**	Awarded 2024
28	HIGHLAND DRIVE	CROCKETT ROAD	DEAD END	1918	31	Y	ACS		6	**	
29	HILLCREST (a)	INWOOD	CRESTLINE	1180	31	Y	ACS		6	**	Repaved 1994
30	HILLCREST (b)	CRESTLINE	DEAD END	194	20	N	A		6	**	
31	HILLSIDE LANE	SWANSON	SIERRA	465	31	Y	A		6	***	Overlaid 1998
32	HILLTOP (a)	CROCKETT ROAD	DOGWOOD	1770	41	Y	A		6	**	
33	HILLTOP (b)	DOGWOOD	REDLAND	529	31	Y	A		6	**	
34	INWOOD (a)	CROCKETT ROAD	OVERHILL	435	41	Y	ACS		6	**	
35	INWOOD (b)	OVERHILL	BRIERWOOD	2831	31	Y	ACS		6	**	
36	KENWOOD ROAD	CROCKETT ROAD	DEAD END	827	18	N	A		6	**	
37	LANGHAM LANE	CROCKETT ROAD	BENBROOK	675	16	N	A		6	**	Overlaid 1998

	B	C	D	E	F	G	H	I	J	K	L
	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
1											
38	LONGHORN	RANGE ROAD	RANGE ROAD	2824	18	N	A	Minor	6	*	Awarded 2024
39	MAVERICK DRIVE	RANGE ROAD	RANGE ROAD	1622	18	N	A	Minor	6	*	Awarded 2024
40	MEADOW DRIVE	GAY	SANDY LANE	461	31	Y	A		6	**	
41	MEADOWBROOK (a)	GOLFCREST	LINK	850	30	Y	ACS		6	**	
42	MEMORY LANE	CROCKETT ROAD	OLD ELKHART	2220	22	N	A		6		
43	MOORE DRIVE	CROCKETT ROAD	DEAD END	1346	16	N	A		6	**	
44	MUSTANG (a)	RANGE ROAD	LONGHORN	735	20	Y	A		6	*	
45	MUSTANG (b)	LONGHORN	BROOKHAVEN	330		N	A		6	*	
46	NANNIE LANE	LOOP 256	TRAIL HOLLOW	1233	31	Y	A		6	*	
47	OAKDALE DRIVE	HUFFSMITH	GAY	742	31	Y	A		6	**	
48	OAKHURST DRIVE	WYNWOOD	DEAD END	705	31	Y	A		6	**	
49	OAKLAND DRIVE	CROCKETT ROAD	CITY LIMIT	741	16	N	A		6	*	
50	OLD ELKHART (a)	OLD PALESTINE ROAD	LOOP 256	2087	31	Y	ACS		6	**	
51	OLD ELKHART (b)	LOOP 256	END C & G	600	41	Y	A		6		Awarded 2024
52	OLD ELKHART (c)	END C & G	1384	1384	22	N	A	Minor	6		Awarded 2024
53	OLD ELKHART (d)	1384	MEMORY LANE	394	22	N	A		6	**	Awarded 2024
54	OLD PALESTINE ROAD	CROCKETT ROAD	OLD ELKHART ROAD	427	19	N	A		6		
55	OVERHILL DRIVE	SIERRA	INWOOD	313	31	Y	A		6	**	
56	RANGE	LOOP 256	COUNTY LINE	2570	18	N	A		6		Repaved 2023
57	REDBUD (a)	HILLTOP	WRIGHT	341	41	Y	A		6	**	
58	REDBUD (b)	WRIGHT	SWANSON	239	31	Y	A		6	**	
59	REDLAND LANE	HILLTOP	DEAD END	780	31	Y	ACS		6	**	
60	REDWOOD (a)	END C & G	CRESTLINE	119	22	N	A		6	**	Awarded 2024
61	REDWOOD (b)	END C & G	CYPRESS	912	31	Y	A		6	**	Awarded 2024
62	RICHLAND DRIVE	BENT TREE	DEAD END	2031	31	Y	A		6	**	
63	RIDGECREST	CRESTLINE	DEAD END	200	24	Y	A		6	**	
64	ROCK CREEK AVENUE	GAY	SANDY LANE	475	16	N	A		6		
65	ROSEBUD	CRESTLINE	DEAD END	130	24	N	A		6	*	
66	ROSEWOOD DRIVE	OAKHURST	CYPRESS	817	31	Y	ACS		6	**	
67	ROYAL (f)	HUFFSMITH	R.R. TRACKS	1516	31	Y	ACS	Major	6	***	
68	ROYAL (g)	R.R. TRACKS	LOOP 256	3806	31	Y	ACS		6	***	
69	ROYAL (h)	LOOP 256	CITY LIMIT	358	16	N	OS		6		
70	SAGEBRUSH DRIVE	RANGE ROAD	LONGHORN	500	18	N	A	Minor	6	*	
71	SANDY LANE	SYLVAN	CROCKETT ROAD	1596	31	Y	A		6	**	
72	SETTLERS COURT	WYNNWOOD	DEAD END	1082	31	Y	C		6	*	
73	SHADY CREEK DRIVE	CROCKETT ROAD	DAISEY LANE	854	27	Y	ACS		6	**	Repaved 1994

	B	C	D	E	F	G	H	I	J	K	L
1	STREET	FROM	TO	LENGTH	WIDTH	CURB & GUTTER	TYPE PVMNT	Drainage	DIST.	Water	Comments
74	SIERRA DRIVE	CROCKETT ROAD	INWOOD	1297	31	Y	A		6	*	
75	SOUTHVIEW	CROCKETT ROAD	OLD ELKHART	1635	18	N	A		6	*	Repaved 1998
76	SUGAR LANE	WESLEY	OLD ELKHART ROAD	1425	31	Y	A		6	*	
77	SUMMIT ROAD	INWOOD	BEVERLY	353	31	Y	A		6	**	
78	SUNSET ROAD	SANDY LANE	CROCKETT ROAD	1326	31	Y	ACS		6	**	
79	SWANSON DRIVE	REDBUD	GLENWOOD	1956	31	Y	A		6	**	Awarded 2024
80	SYLVAN (d)	HUFFSMITH	GAY AVENUE	332	31	Y	A	Major	6	***	Repaved 2023
81	SYLVAN (e)	GAY	SANDY LANE	656	16	N	A		6	*	
82	TRAIL HOLLOW LANE	LOOP 256	OLD ELKHART ROAD	3130	31	Y	A	Major	6	*	
83	VILLAGE STREET	CROCKETT ROAD	OLD ELKHART ROAD	654	42	Y	A		6	**	
84	WESLEY DRIVE	LOOP 256	FAY WAY	2037	31	Y	ACS		6	*	
85	WILLOW DRIVE	GAY	SANDY LANE	301	31	Y	A		6	*	
86	WOODGATE DRIVE	CROCKETT ROAD	DEAD END	688	33	Y	A		6	*	
87	WRIGHT DRIVE	CROCKETT ROAD	REDBUD	543	31	Y	ACS		6	**	
88	WYNNWOOD (a)	OAKHURST	CYPRESS	877	31	Y	ACS		6	**	
89	WYNNWOOD (b)	OAKHURST	SETTLERS COURT	130	26	Y 1/2	ACS		6		
90	WYNNWOOD (c)	SETTLERS COURT	CRESTLINE	134	18	N	ACS		6		
91	YAUPON	CROCKETT ROAD	DAISEY LANE	900	18	N	A		6	*	Repaved 1998



Agenda Date: March 25, 2024  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Specific Use Permit for Sale of Alcoholic Beverages at 712 N. Cottage Ave.  
Date Submitted: 03/19/20024

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**SUMMARY:**

Public Hearing and consideration of a request for a Specific Use Permit for the sale of alcoholic beverages for off-premises consumption by Ordonez Groceries located at 712 N. Cottage Avenue. The applicant is Gorgonio Ordonez, Jr. The property is located within a Mixed Use Neighborhood (MUN), which allows the sale of alcoholic beverages by Specific Use. On February 23, 2024, twelve notices were mailed to property owners within 200-feet of the location of the specific use permit request. None have been returned in favor of the request. One (8.3%) has been returned in opposition. Eleven (91.7%) owners did not respond.

During the regular meeting of the Planning and Zoning Commission held on March 7, 2024, a motion to deny the Specific Use Permit passed unanimously by 5-0 vote.

**RECOMMENDED ACTION:**

Public hearing and consideration.

**CITY MANAGER APPROVAL:**

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**Attachments**

Application  
Staff Report

# 240077



## SPECIFIC USE PERMIT APPLICATION

### APPLICANT INFORMATION

Applicant Name: Gorgonio Ordonez, Jr. (Ordonez Groceries LLC)  
Address: 808 North Cottage Avenue  
City: Palestine State: Texas Zip: 75801  
Phone Number: 903-948-7341 Email: \_\_\_\_\_ Fax: \_\_\_\_\_

### PROPERTY DESCRIPTION

Address (if available): 712 North Cottage Avenue  
Subdivision: \_\_\_\_\_ Lot: 5B & 6 Block: B2  
Anderson County Appraisal District Block Map # \_\_\_\_\_ Tract #: \_\_\_\_\_  
Existing Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No  
Proposed Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No

### PRESENT USE OF PROPERTY

Describe how the property is currently being used: The building on the property is being used as a grocery store, selling produce, soft drinks, dairy products, and misc. dry goods.

### PROPOSED USE OF PROPERTY

Describe the proposed use of the property (be specific): \_\_\_\_\_

PLEASE SEE ATTACHED

Attach additional sheets if necessary including any surveys or drawings that will show the proposed improvements on the property.

Application continued on the second page.





## SPECIFIC USE PERMIT APPLICATION

### PROPERTY OWNER OR AUTHORIZED APPLICANT ACKNOWLEDGEMENT

I acknowledge under penalty of perjury that I am the legal owner of the property described in the application or, alternatively, that I am authorized to represent all of the owners of the property described in this application.

State of: Texas County of: Anderson

This instrument was acknowledged before me on the

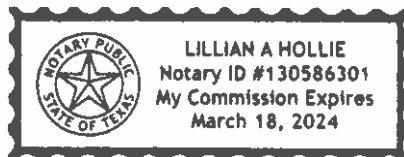
07/02/2024

Day/Month/Year

By: Lillian Hollie

Signature of Notary Public

Signature of Applicant



**Gorgonio Ordóñez, Jr.**  
**Ordones Groceries LLC**  
**712 North Cottage Avenue, Palestine, Texas 75801**

**Attachment to Specific Use Application**

**PROPOSED USE OF PROPERTY**

*Describe the proposed use of the property (be specific):*

The proposed use of the property is the addition of the sale of beer and wine to the items already sold by Ordones Groceries (currently selling groceries, produce, soft drinks, dairy products and misc. dry goods).

The license being applied for through the State of Texas limits the sale of beer and wine to be consumed off-premises only.

On October 11, 2021, The City Council declined to issue a Specific Use Permit to Ordones Groceries. The Public Hearing minutes specified that, although two Notification Surveys were received back in favor of the request, the Planning and Zoning Commissions stated Notification Surveys were not available in Spanish.

Therefore, we are requesting that the Notification Surveys pertinent to this application be sent in both Spanish and English or to be notified if that is something the applicant needs to undertake.

As part of the current State Application underway, a Legal Notice was published in the Palestine Herald Press for two consecutive days with no response (see attached). Recently Ordones Groceries status as an LLC in good standing was verified by the State Controller's Office.

We are questioning the measurements used to determine the proximity of the grocery store to the New Jerusalem Church located at 814 Spencer Street. Measurements, utilizing instructions found in Charter Reference – "location of alcoholic beverage establishments (b)," taken independently do not agree with your records.

Also being questioned is the use of term, "alcoholic beverage establishment" in the Charter reference. The grocery store will be selling beer and wine to be consumed off-site and as part of their inventory, not as their sole inventory as the term "establishment" implies.

Secondly, we understand the Police Department was represented at the City Council Meeting of October 11, 2021 and can appreciate the concern. Therefore, we have requested and received Police Report records for the area surrounding the grocery store. Records indicate that the neighborhood is safe with only a "dog incident" reported since 2021. The grocery store itself is

secured with iron bars. Mr. Ordonez's family residence is directly behind the grocery store. He has a vested interest in continuing to keep the neighborhood safe for his family and neighbors.

Mr. Ordonez seeks to be competitive and to grow his business while providing a safe alternative to traveling out of the neighborhood to make these purchases.

Meeting Minutes

Palestine Herald

Police Report

Mapping Requirements



**CITY COUNCIL**  
**AGENDA DATE: March 25, 2024**  
**ITEM XZ-24-2 / STAFF REPORT**

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**REQUEST:** A specific use permit to allow the sale of alcoholic beverages by Ordonez Groceries located at 712 North Cottage Avenue

**APPLICANT:** Gorgonio Ordonez, Jr.

**EXHIBITS:** Zoning Map, Area Map, Measurement of Distance to Church

**PREPARED BY:** Susan Davis, Planning Tech

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**PROPERTY INFORMATION**

**LOCATION:** 712 Cottage Avenue

**ZONING:** MUN, Mixed Use Neighborhood

**OVERLAY ZONES:** None

**LAND USE:** Commercial - Grocery Store

**ADJACENT ZONING:** MUN, Mixed Use Neighborhood and MR, Mixed Residential

**ACREAGE:** 0.4305 acres

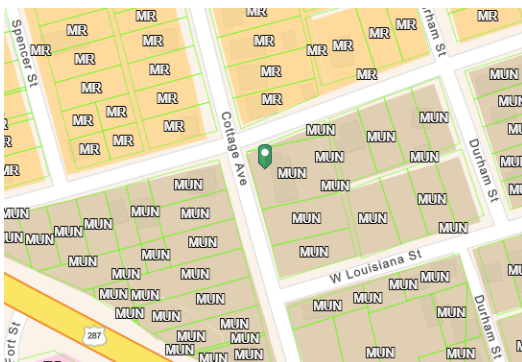
**SUBDIVISION:**

**SUMMARY OF REQUEST**

The applicant, Gorgonio Ordonez, Jr., applied for a specific use permit to allow the sale of beer and wine by his grocery store located at 712 North Cottage Avenue for off-premises consumption. The property is zoned MUN, Mixed Use Neighborhood which allows the sale of alcoholic beverages if approved by specific use permit.

**PROPERTY ZONING AND LAND USE**

The property where the sale of alcoholic beverages is proposed to be located is zoned Mixed Use Neighborhood. Adjacent zoning districts include Mixed Residential to the north and Mixed Use Neighborhood to the south, east, and west.



## **PUBLIC NOTICE**

On February 23, 2024, twelve notices (written in English and Spanish) were mailed to property owners within 200-feet of the location of the specific use permit request. One (8.3%) has been returned in favor of the request. One (8.3%) has been returned in opposition. Ten (83.4%) owners did not respond.

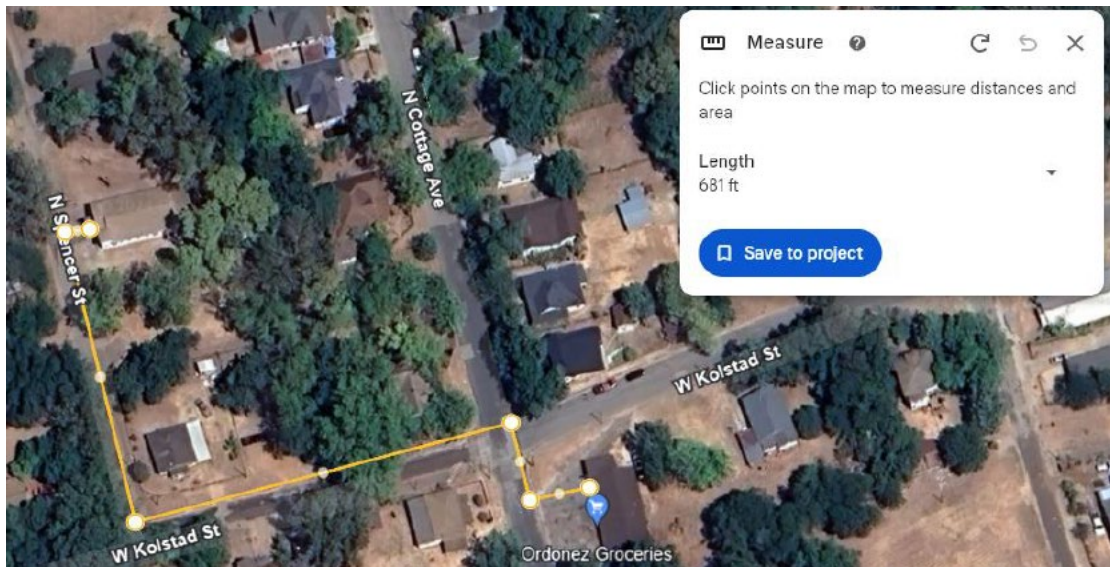
## **ZONING AND DEVELOPMENT REQUIREMENTS**

Chapter 10, Article 1, Section 10-2 of the Code of Ordinances for the City of Palestine provides as follows:

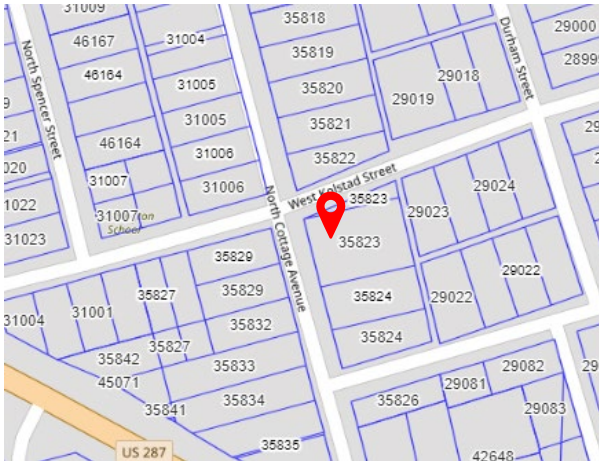
### Sec. 10-2. - Proximity of business to churches, hospitals and schools.

- (a) No alcoholic beverage license or permit shall be issued to any dealer or person engaged in the handling of alcoholic beverages as defined in the Alcoholic Beverage Code, where the place of business of any such dealer or person is within 300 feet of any church, public hospital, school or other educational institution.
- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door and in direct line across intersections.

New Jerusalem Baptist Church is located at 814 Spencer Street, Palestine, Avenue. The distance between Ordonez Groceries and New Jerusalem Baptist Church is 681 ft. based upon measurements along the property lines of the street fronts and from front door to front door as shown on the map below:



### **SPECIFIC USE PERMIT LOCATION MAP**



### **STAFF COMMENTS**

On October 11, 2021, City Council declined to issue a Specific Use Permit to Ordonez Groceries after discussing concerns of beer and wine being sold in a residential neighborhood and notification surveys not being available in Spanish.

Notification Surveys were mailed to the property owners within a 200 ft. radius in both English and Spanish on February 23, 2024.

In addition, the map provided during the October 2021 Planning and Zoning and City Council meetings indicates that distance between New Jerusalem Church and Ordonez Groceries was 284.3 ft. The method of measurement was in a straight line directly to a property identified as the church and across adjacent property owner's property. The information available through mapping and the Anderson County Appraisal District indicates that the church is several lots north of the property identified on the 2021 map.

## **PLANNING & ZONING COMMISSION RECOMMENDATION**

During the regular meeting of the Planning and Zoning Commission held on March 7, 2024, a motion to deny the Specific Use Permit passed unanimously by 5-0 vote.



Agenda Date: March 25, 2024  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Specific Use Permit for Manufactured Home at 210 W. Kentucky  
Date Submitted: 03/19/2024

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**SUMMARY:**

Public hearing and consideration of a Specific Use Permit for placement of a manufactured home at 210 W. Kentucky Street, Yokum & Hearn, Block M, Lot 1R, 2R, 3R, which is zoned Mixed Residential. The applicants are David and Kimberly Hively. On February 15, 2024, twelve notices were mailed to property owners within 200 feet of the location of the specific use permit request. Three (25%) have been returned in favor of the request, one (8.3%) has been returned in opposition, and eight (66.7%) have not responded. During the regular meeting of the Planning and Zoning Commission, a motion to approve the Specific Use Permit passed unanimously 5-0.

**RECOMMENDED ACTION:**

Public hearing.

**CITY MANAGER APPROVAL:**

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**Attachments**

Application  
Staff Report



210 Kentucky St #24025  
R 37017-2085  
R 840018  
R 840017

## SPECIFIC USE PERMIT APPLICATION

### APPLICANT INFORMATION

Applicant Name: David & Kimberly Hively  
Address: 312 S Carroll St.  
City: Athens State: Texas Zip: 75751  
Phone Number: 903-288-7073 Email: david.hively1968@gmail.com Fax: \_\_\_\_\_

### PROPERTY DESCRIPTION

Address (if available): 210 Kentucky St  
Subdivision: Yakum & Hearns Lot: 2R-3R Block: M  
Anderson County Appraisal District Block Map # \_\_\_\_\_ Tract #: \_\_\_\_\_  
Existing Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No  
Proposed Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No

### PRESENT USE OF PROPERTY

Describe how the property is currently being used: vacant lot  
\_\_\_\_\_  
\_\_\_\_\_

### PROPOSED USE OF PROPERTY

Describe the proposed use of the property (be specific): \_\_\_\_\_  
Double Wide Mobil home for Residence  
w Storage building  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach additional sheets if necessary including any surveys or drawings that will show the proposed improvements on the property.

Application continued on the second page.





CITY OF PALESTINE DEVELOPMENT SERVICES / 504 N. QUEEN ST. / PALESTINE, TX. / 903-731-8495

### SPECIFIC USE APPLICATION PERMIT

PERMIT #:	240025	DATE ISSUED:	1/22/2024
JOB ADDRESS:	<del>1601 S MAGNOLIA ST</del> 210 Kentucky St	EXPIRES:	7/20/2024
SUBDIVISION:		TRACT #:	
LOT:		LAND USE ZONE:	
BLOCK:			
ISSUED TO:	DAVID&KIMBERLY HIVELY	CONTRACTOR:	DAVID&KIMBERLY HIVELY
ADDRESS:	312 S CARROLL ST	ADDRESS:	312 S CARROLL ST
CITY, STATE ZIP:	ATHENS TX 75751-2532	CITY, STATE ZIP:	ATHENS TX 75751-2532
PHONE:	903-288-7073	PHONE:	
DESC. OF WORK:	SPECIFIC USE PERMIT	CLASS OF WORK:	SPECIFIC USE
CONST. TYPE:		PROJECT SIZE:	0.00
PROJ VALU:	\$ 160,000	NUMBER OF STORIES:	
ARCHITECT:		ENGINEER:	
PROPERTY USE:			

WORK DESCRIPTION: APPLICATION FEE FOR SPECIFIC USE CONSIDERATION FOR PLACEMENT OF SINGLE FAMILY MANUFACTURED HOME TO BE PLACED ON CURRENT VACANT LOT

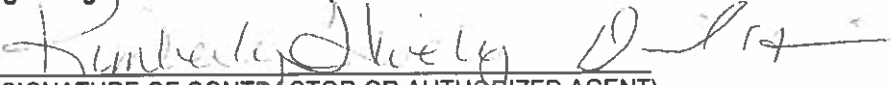
SPECIAL CONDITIONS:

DESCRIPTION	CONTRACTOR	
SPECIFIC USE PERMIT	DAVID&KIMBERLY HIVELY	\$125.00

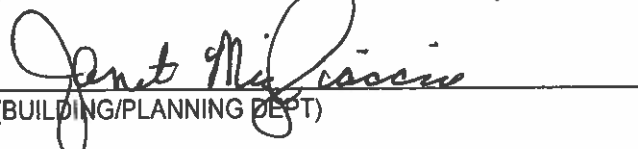
#### NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performances of construction and that I make this statement under penalty of perjury.

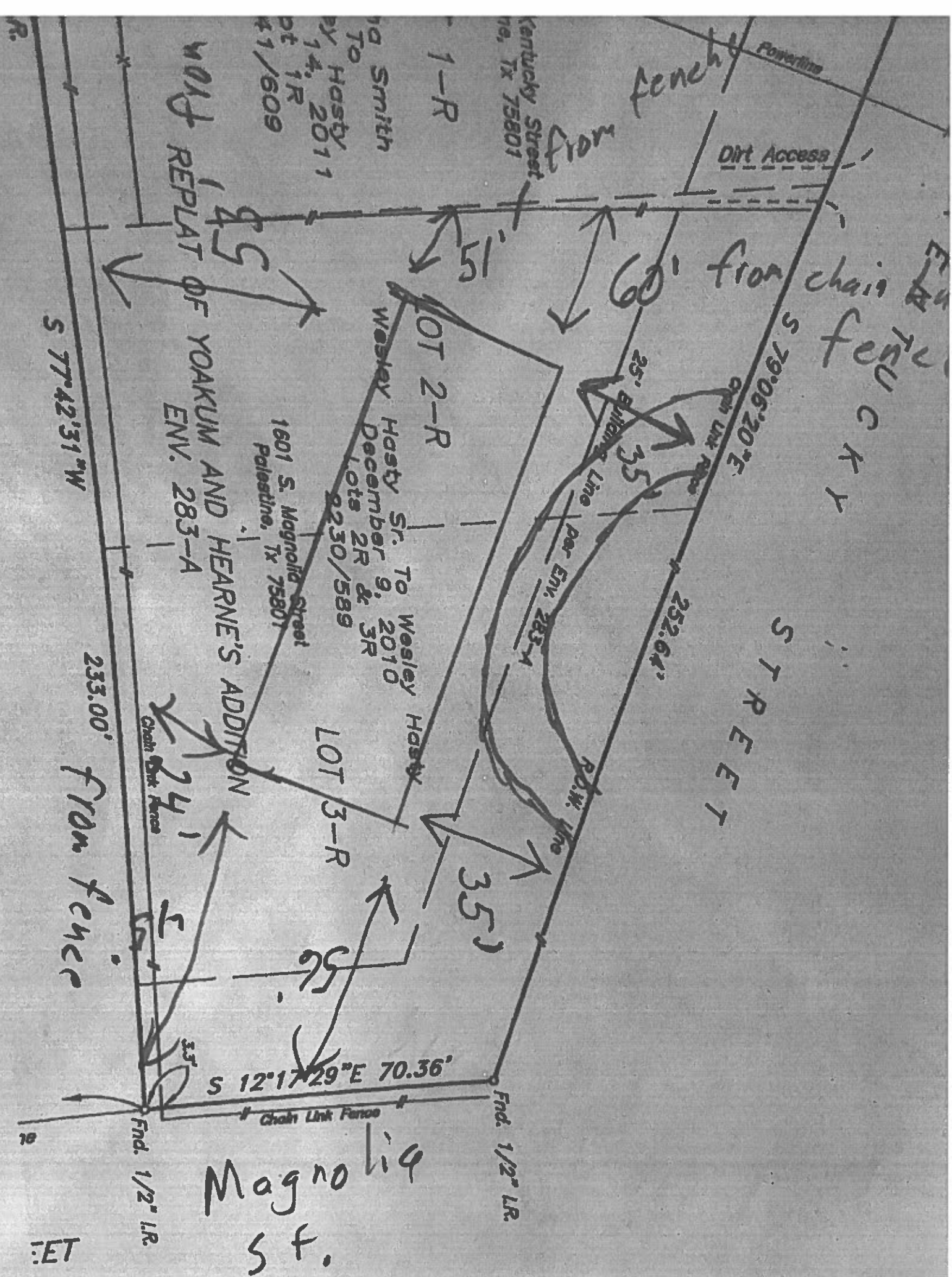
  
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

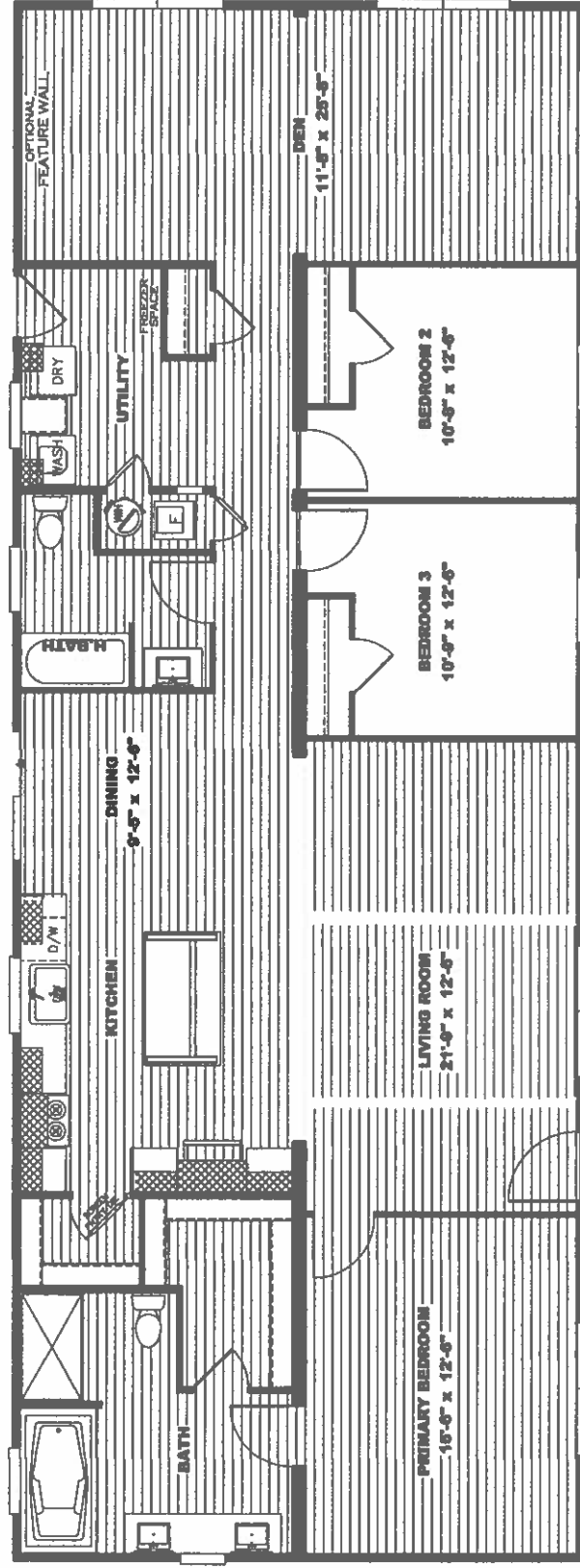
1/22/2024  
DATE

  
(BUILDING/PLANNING DEPT)

1/22/24  
DATE

FOR INSPECTIONS PLEASE CALL (903)731-8435





MODEL #FRM28723A  
DRAWING # 52M023  
28'X72' FARM 3 FLEX







**CITY COUNCIL**  
**AGENDA DATE: March 25, 2024**  
**ITEM XZ-24-1 / STAFF REPORT**

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<b>REQUEST:</b>	A specific use permit to allow a manufactured home to be placed at 210 Kentucky Street
<b>APPLICANT:</b>	David and Kimberly Hively
<b>EXHIBITS:</b>	Manufactured home floor plan, Area Map, and Photos of Adjacent Properties
<b>PREPARED BY:</b>	Susan Davis, Planning Tech

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**PROPERTY INFORMATION**

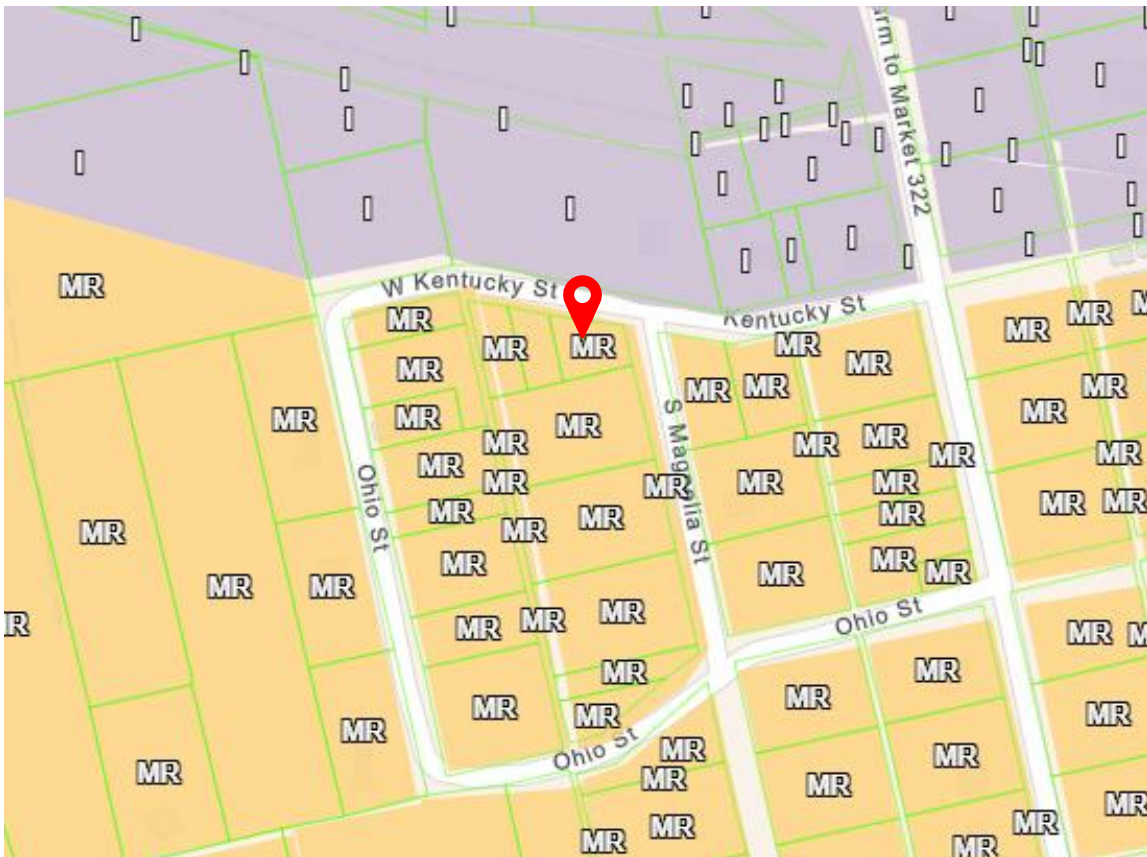
LOCATION:	210 Kentucky Street
ZONING:	MR, Mixed Residential
OVERLAY ZONES:	None
LAND USE:	Vacant
ADJACENT ZONING:	I, Industrial
ACREAGE:	1.3754 acres
SUBDIVISION:	Yokum & Hearn

**SUMMARY OF REQUEST**

The applicants, David and Kimberly Hively, applied for a specific use permit to place a double-wide mobile home at 210 Kentucky Street. The property is zoned MR, Mixed Residential which allows the placement of a mobile home if approved by specific use permit.

**PROPERTY ZONING AND LAND USE**

The property where the mobile home is proposed to be located is zoned Mixed Residential. Adjacent zoning districts include Mixed Residential to the east, south and west; and I, Industrial zone to the north.



### **WATER, SEWER AND STREET ACCESS**

Public water, sewer and street access are available from Kentucky and/or S. Magnolia Street.

### **PUBLIC NOTICE**

On February 15, 2024, twelve notices were mailed to property owners within 200-feet of the location of the specific use permit request. Three (25%) have been returned in favor of the request. One (8.3%) has been returned in opposition. Eight (66.7%) owners did not respond.

### **ZONING AND DEVELOPMENT REQUIREMENTS / MOBILE HOMES**

The requirements for placement of a manufacture home are stated as follows:

- Mobile home manufactured cannot be over five years old;
- Non-combustible underpinning shall be installed;
- The front of the mobile home shall face the street;
- All-weather off-street parking spaces for two vehicles;
- Only double-wide mobile homes shall be considered for a specific use permit;



There are no structures on the property where the manufactured home is proposed to be located. The area is sparsely populated with single family residences, which includes manufactured homes.

During the regular meeting of the Planning and Zoning Commission held on March 7, 2024, a motion to approve the Specific Use Permit passed unanimously by 5-0 vote.



Agenda Date: March 25, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: February 2024 Financial Statement  
Date Submitted: 03/22/2024

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**SUMMARY:**

February 2024 Financial Statement

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

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**Attachments**

February 2024 Financial Statement





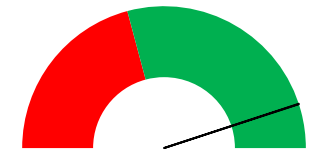
City of Palestine, Texas  
Financial Statement  
As of February 29, 2024

**OVERVIEW**

February 29, 2024 marks the end of the fifth period of the FY 2024 budget year.  
Therefore, the year-to-date budget percentage for budgetary comparison is 41.67%.

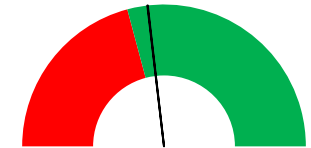
As of February 29th, 2024, General & Utility Fund combined revenues are \$16,876,418.  
This is higher than budgeted expectations at 53% of the annual budgeted amount.  
FY 2024 revenues are increased \$1.76 million or 12% more than FY 2023.  
This is due to different timing of property tax deposits between FY 2023 and FY 2024.

89.9% of Annual Projection



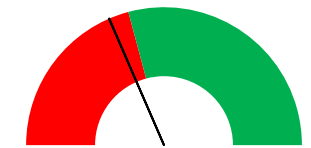
Property Taxes

46.2% of Annual Projection



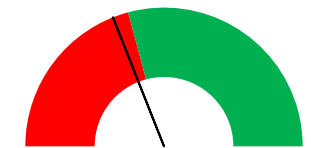
Sales Taxes

36.9% of Annual Projection



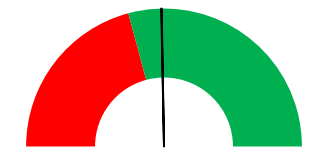
Water Sales

37.9% of Annual Projection



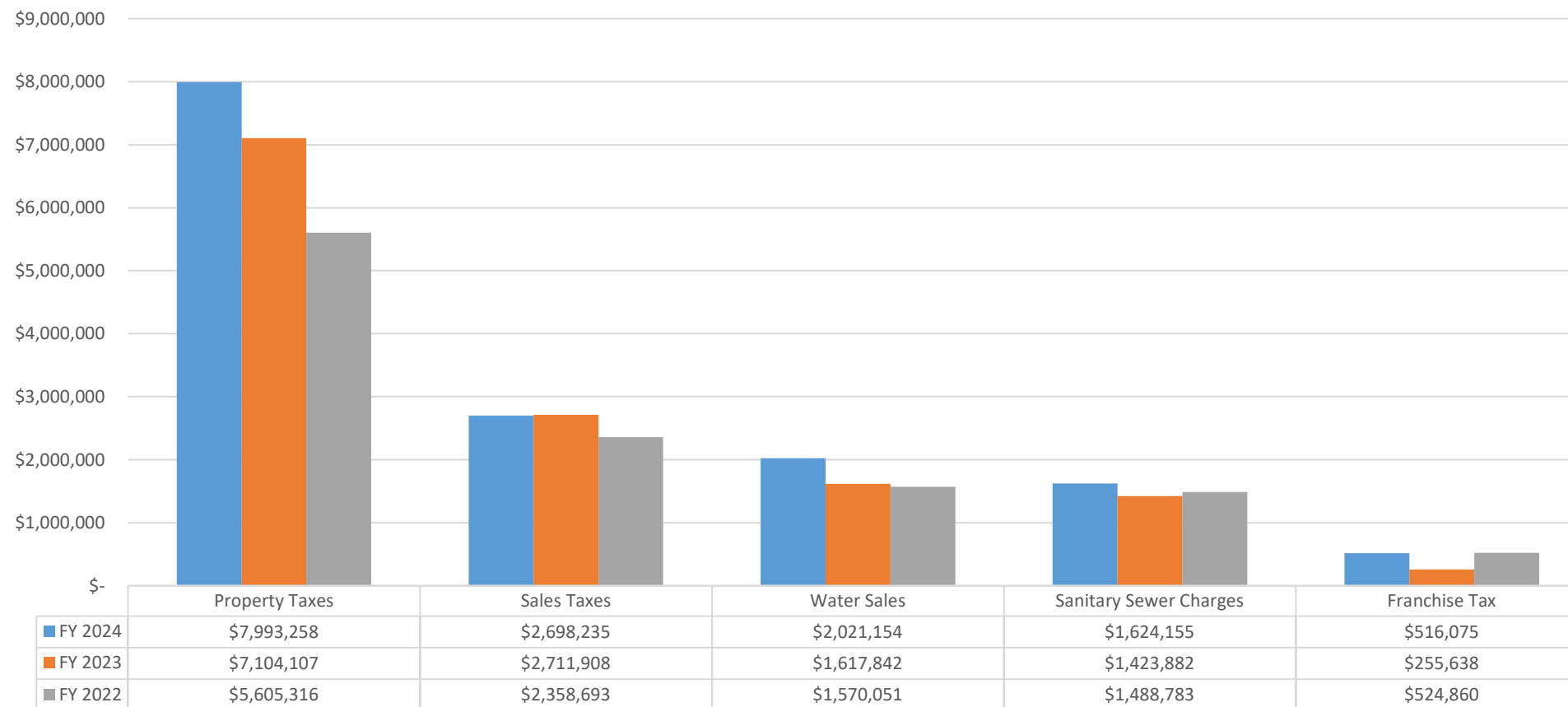
Sanitary Sewer Charges

49.4% of Annual Projection



Franchise Taxes

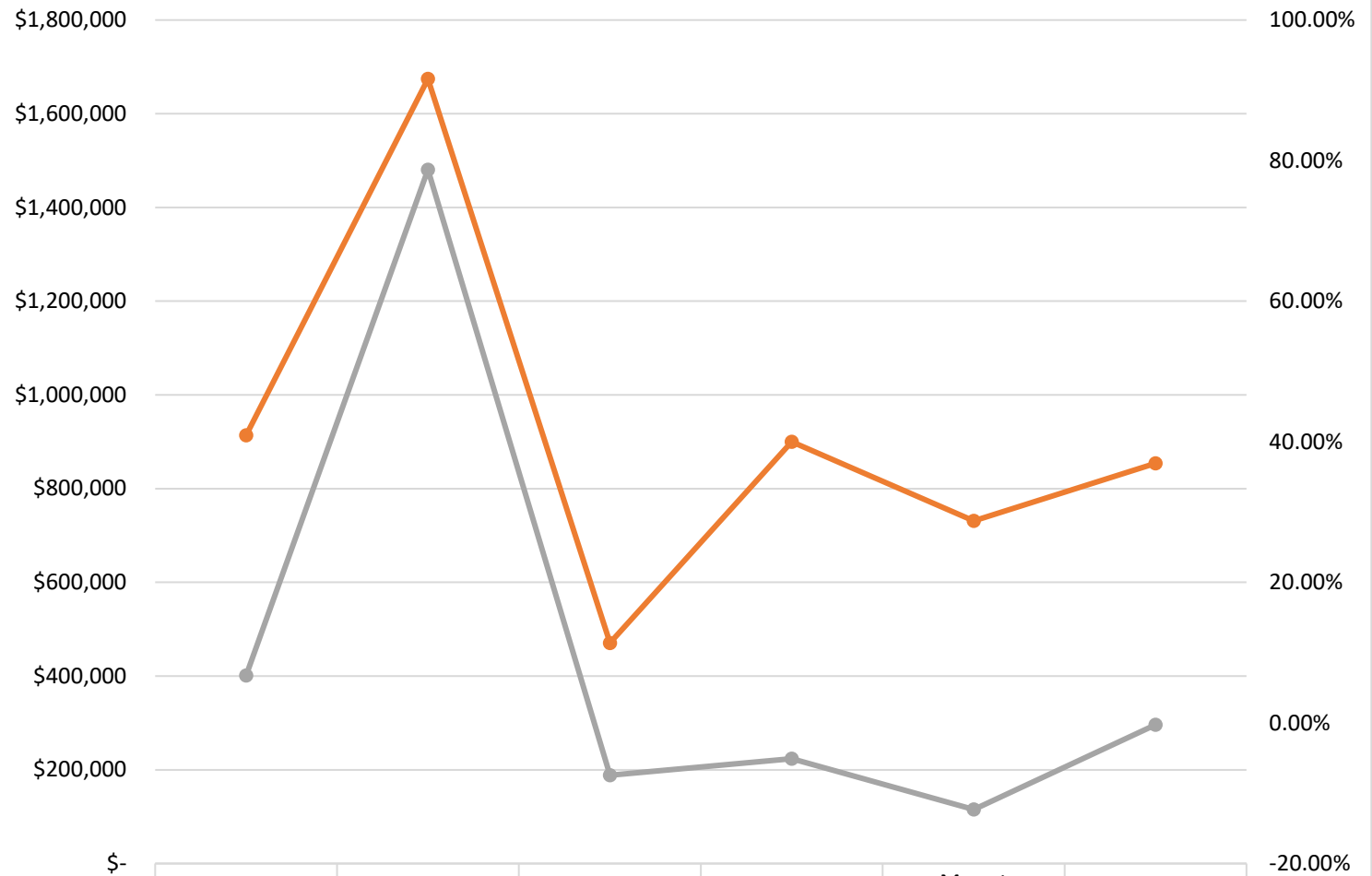
Top 5 Revenue Sources- Comparison to Prior Fiscal Years





City of Palestine  
Financial Statement  
As of February 29, 2024

Sales Tax FY 2024 - Dec - Period 3



	Palestine	Athens	Jacksonville	Kilgore	Mount Pleasant	Sulphur Springs
— \$ Sales Tax Received February 2024	913,545.97	1,674,285.92	470,821.19	899,675.14	730,904.57	853,946.79
— % Inc(+) Dec(-) from prior year	6.76%	78.71%	-7.44%	-5.07%	-12.32%	-0.27%

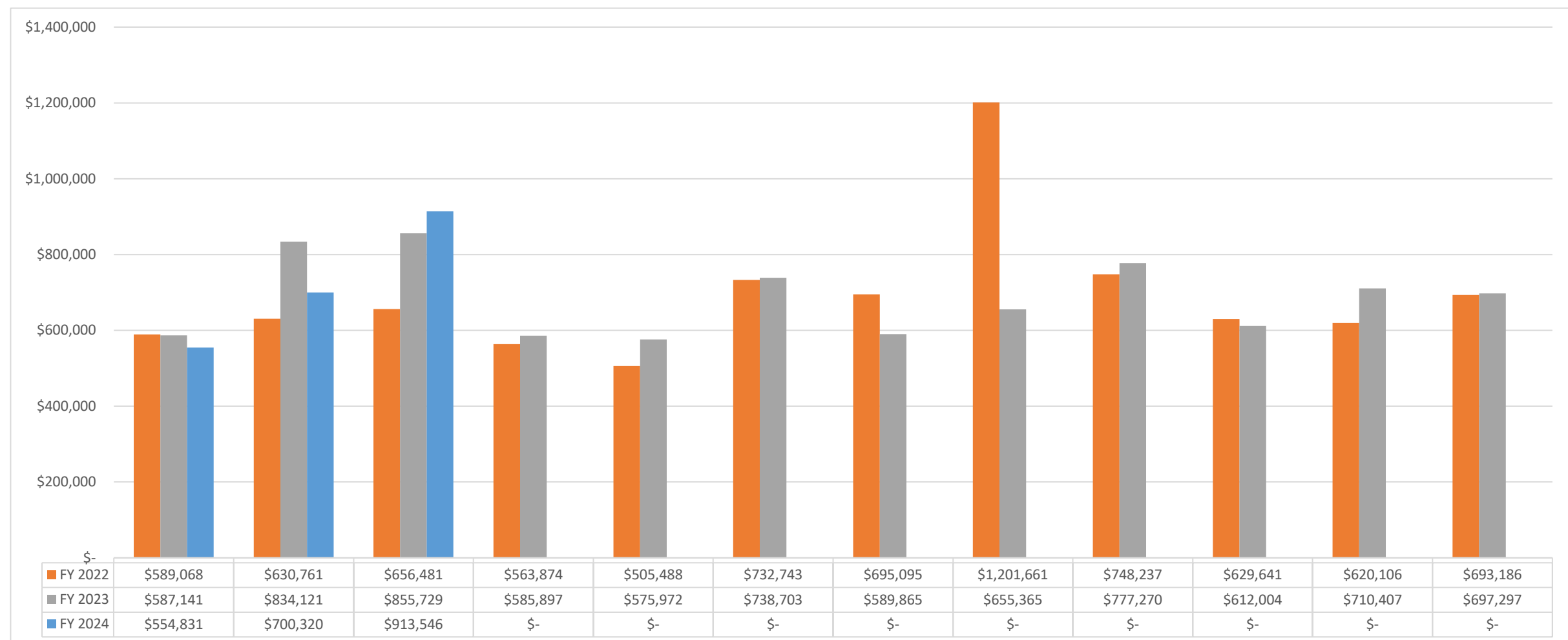


## Sales Tax History: Fiscal Years 2022 - 2024

FY 2022				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 490,870	\$ 98,198	\$ 589,068	\$ 589,068
November	525,613	105,148	\$ 630,761	1,219,828
December	547,046	109,435	\$ 656,481	1,876,309
January	469,876	93,998	\$ 563,874	2,440,183
February	421,224	84,265	\$ 505,488	2,945,672
March	610,594	122,148	\$ 732,743	3,678,414
April	579,223	115,872	\$ 695,095	4,373,509
May	1,001,344	200,317	\$ 1,201,661	5,575,170
June	623,506	124,731	\$ 748,237	6,323,407
July	524,680	104,961	\$ 629,641	6,953,048
August	516,734	103,372	\$ 620,106	7,573,154
September	577,632	115,554	\$ 693,186	8,266,340
	<b>\$ 6,888,341</b>	<b>\$ 1,377,999</b>	<b>\$ 8,266,340</b>	




FY 2023				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 489,264	\$ 97,876	\$ 587,141	\$ 587,141
November	695,073	139,048	\$ 834,121	1,421,262
December	713,079	142,650	\$ 855,729	2,276,991
January	488,228	97,669	\$ 585,897	2,862,888
February	479,957	96,014	\$ 575,972	3,438,860
March	615,561	123,142	\$ 738,703	4,177,563
April	491,534	98,330	\$ 589,865	4,767,428
May	546,115	109,249	\$ 655,365	5,422,792
June	647,699	129,571	\$ 777,270	6,200,063
July	509,983	102,021	\$ 612,004	6,812,067
August	591,982	118,425	\$ 710,407	7,522,474
September	581,058	116,239	\$ 697,297	8,219,771
	<b>\$ 6,849,535</b>	<b>\$ 1,370,236</b>	<b>\$ 8,219,771</b>	























FY 2024				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 462,340	\$ 92,490	\$ 554,831	\$ 554,831
November	583,576	116,743	\$ 700,320	1,255,151
December	761,258	152,288	\$ 913,546	2,168,697
January	-	-	\$ -	2,168,697
February	-	-	\$ -	2,168,697
March	-	-	\$ -	2,168,697
April	-	-	\$ -	2,168,697
May	-	-	\$ -	2,168,697
June	-	-	\$ -	2,168,697
July	-	-	\$ -	2,168,697
August	-	-	\$ -	2,168,697
September	-	-	\$ -	2,168,697
	<b>\$ 1,807,175</b>	<b>\$ 361,522</b>	<b>\$ 2,168,697</b>	





GENERAL FUND REVENUES

Revenue Signal Key		
	> 100% of Projected	
	95-100% of Projected	
	< 95% of Projected	

	February 2024					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Property Taxes		\$ 2,104,140	\$ 741,071	283.9%			\$ 7,993,258	\$ 3,705,353	215.7%		\$ 7,993,258	\$ 8,892,848	89.9%		\$ 7,104,107	\$ 7,969,028	89.1%
Sales Tax		689,434	486,188	141.8%			2,698,235	\$ 2,430,942	111.0%		2,698,235	5,834,261	46.2%		2,711,908	5,455,077	49.7%
Franchise Tax		241,055	87,121	276.7%			516,075	\$ 435,604	118.5%		516,075	1,045,450	49.4%		255,638	1,055,713	24.2%
Permits Licenses & Fees		33,759	9,959	339.0%			179,597	\$ 49,794	360.7%		179,597	119,505	150.3%		79,707	104,534	76.2%
Fines & Warrants		34,258	32,274	106.1%			138,782	\$ 161,370	86.0%		138,782	387,288	35.8%		144,813	355,460	40.7%
Lease / Rental Revenue		3,440	2,288	150.3%			13,513	\$ 11,442	118.1%		13,513	27,460	49.2%		12,480	27,460	45.4%
Charges for Services		1,139	3,367	33.8%			24,794	\$ 16,833	147.3%		24,794	40,400	61.4%		12,505	40,400	31.0%
Intergovernmental Revenue		2,431	189,302	1.3%			77,431	\$ 946,509	8.2%		77,431	2,271,622	3.4%		82,046	2,271,622	3.6%
Other Income		54,460	35,925	151.6%			297,656	\$ 179,625	165.7%		297,656	431,100	69.0%		177,877	148,152	120.1%
Interfund Activity		204,318	204,318	100.0%			1,021,590	\$ 1,021,590	100.0%		1,021,590	2,451,815	41.7%		1,034,899	2,483,757	41.7%
Total Revenues		\$ 3,368,435	\$ 1,791,812	188.0%			\$ 12,960,930	\$ 8,959,062	144.7%		\$ 12,960,930	\$ 21,501,748	60.3%		\$ 11,615,980	\$ 19,911,203	58.3%

YEAR-TO-DATE OVERVIEW

February 29, 2024 marks the end of the fifth period of the fiscal year. General Fund revenue of \$12,960,930 is around \$2.2 million more than projected and increased 11.5% over last fiscal year due to more property tax collection earlier.

PROPERTY TAXES

Tax collection of \$7,993,258 is around \$4.2 million more than projected and increased around \$890,000 more than last year or 12.5% over last fiscal year.

SALES TAX

Through February 29, 2024, \$2,698,235 of sales tax revenue has been received. Receipts are around \$267,000 more than projected and are decreased about \$14,000 from last fiscal year.

FRANCHISE TAX

Year-to-date Franchise Taxes total \$516,075. Receipts are \$80,000 higher than projected. Collections are \$260,000 more than the previous fiscal year.

PERMITS LICENSES & FEES

Revenue of \$179,597 is about \$130,000 more than the year-to-date projection and is increased around \$100,000 over February 2023 year-to-date receipts.

FINES & WARRANTS

Revenue of \$138,782 is \$23,000 less than the year-to-date projection. Collections are decreased around \$6,000 from the prior year.

LEASE & RENTAL REVENUE

Through February 2024, \$13,513 of lease & rental revenue has been earned. This amount is about \$2,000 more than the year-to-date projection and is about \$1,000 more than last fiscal year.

CHARGES FOR SERVICES

Charges for services revenue year-to-date is \$24,794 which is about \$8,000 more than year-to-date projections. Collections are increased approximately \$12,000 over last fiscal year.

INTERGOVERNMENTAL REVENUE

Intergovernmental revenue is comprised of local, county, state, and federal grants and reimbursements received by the city.

OTHER INCOME

As of February 29th, \$297,656 of other income was received. This revenue includes Interest and other miscellaneous one-off revenue that is not received consistently.

INTERFUND ACTIVITY

Monthly transfers reimburse the General Fund for the transferring fund's share of general, administrative and other applicable expenses.



## GENERAL FUND EXPENDITURES

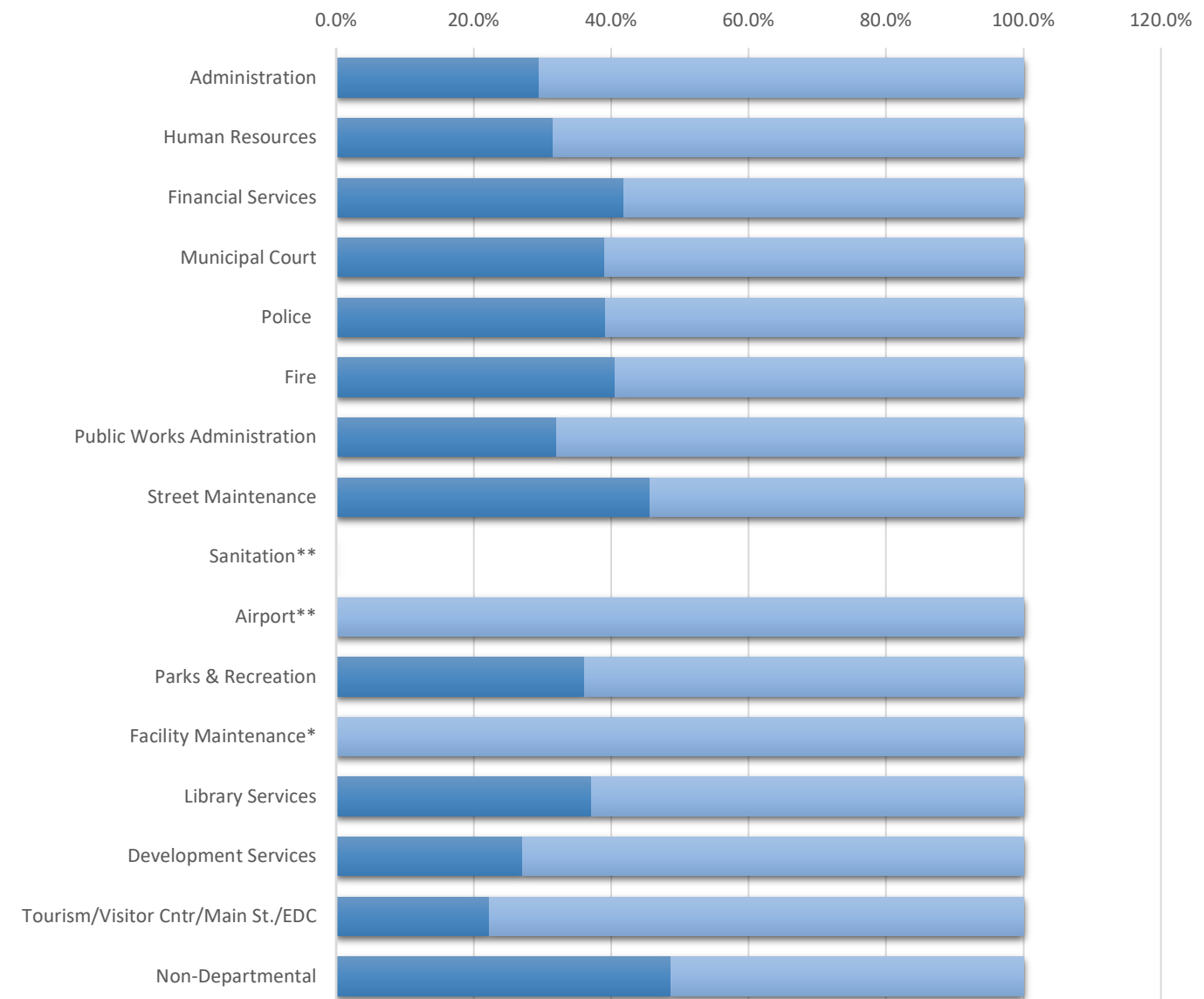
	February 2024			February 2023		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Administration	209,376	\$ 709,031	29.5%	227,006	\$ 719,976	31.5%
Human Resources	102,838	325,311	31.6%	139,693	317,519	44.0%
Financial Services	268,077	641,173	41.8%	268,258	612,524	43.8%
Municipal Court	138,660	355,172	39.0%	142,527	342,447	41.6%
Police	2,575,861	6,570,756	39.2%	2,069,916	5,791,066	35.7%
Fire	1,648,957	4,064,180	40.6%	1,516,863	3,708,964	40.9%
Public Works Administration	178,838	557,034	32.1%	154,912	426,630	36.3%
Street Maintenance	1,740,831	3,808,731	45.7%	1,091,357	3,778,314	28.9%
Sanitation**	572	-	0.0%	5,354	-	0.0%
Airport**	-	-	0.0%	-	-	0.0%
Parks & Recreation	586,687	1,624,443	36.1%	616,395	1,289,403	47.8%
Facility Maintenance*	-	-	0.0%	-	-	0.0%
Library Services	254,106	683,536	37.2%	276,291	640,220	43.2%
Development Services	154,327	569,035	27.1%	148,933	548,206	27.2%
Tourism/Visitor Cntr/Main St./EDC	3,456	15,500	22.3%	3,134	13,950	22.5%
Non-Departmental	813,959	1,671,884	48.7%	841,451	1,765,917	47.6%
Total Expenditures	\$ 8,676,547	\$ 21,595,786	40.2%	\$ 7,502,091	\$ 19,955,136	37.6%

### OVERVIEW

February 29th, 2024, marks the end of the fifth period of the FY 2024 budget year. The year-to-date budget percentage for budgetary comparison is therefore 41.67%. Year to date expenditures total \$8,676,547 or 40.2% of the budget and are therefore below budgetary expectations. FY 2024 expenditures are increased around \$1.2M or 15.7%, over FY 2023. This is mostly due to lots of street repair projects from summer months completing in November 2023.

\* Department combined with another department in the General Fund.

\*\* Department moved to a separate fund.





UTILITY FUND REVENUES

Revenue Signal Key	
<div><div></div><div></div><div></div></div>	> 100% of Projected
<div><div></div><div></div><div></div></div>	95-100% of Projected
<div><div></div><div></div><div></div></div>	< 95% of Projected

	February 2024					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Charges for Services	<div><div></div><div></div><div></div></div>	\$ 902,267	\$ 839,962	107.4%		<div><div></div><div></div><div></div></div>	\$ 3,832,779	\$ 4,199,810	91.3%		\$ 3,832,779	\$ 10,079,545	38.0%		\$ 3,371,010	\$ 9,125,000	36.9%
Intergovernmental Revenue	<div><div></div><div></div><div></div></div>	-	4,167	0.0%		<div><div></div><div></div><div></div></div>	-	\$ 20,833	0.0%		-	50,000	0.0%		49,193	15,068,197	0.3%
Other Income	<div><div></div><div></div><div></div></div>	12,370	5,000	247.4%		<div><div></div><div></div><div></div></div>	82,709	\$ 25,000	330.8%		82,709	60,000	137.8%		70,381	60,000	117.3%
Interfund Activity	<div><div></div><div></div><div></div></div>	-	-	0.0%		<div><div></div><div></div><div></div></div>	-	\$ -	0.0%		-	-	0.0%		-	-	0.0%
Total Revenues	<div><div></div><div></div><div></div></div>	\$ 914,638	\$ 849,129	107.7%		<div><div></div><div></div><div></div></div>	\$ 3,915,488	\$ 4,245,644	92.2%		\$ 3,915,488	\$ 10,189,545	38.4%		\$ 3,490,584	\$ 24,253,197	14.4%

YEAR-TO-DATE OVERVIEW

Total Utility Fund operational revenue of \$3,915,488 ended February about \$330,000 less than the year-to-date projection and revenue was increased about \$425,000 from the same period prior fiscal year.

WATER AND SEWER CHARGES

Revenue totaling \$3,832,779 was approx \$360,000 less than the year-to-date projection.

INTERGOVERNMENTAL REVENUE

There has been no Intergovernmental Revenue activity this year to date.

OTHER INCOME

Other income includes interest on investments, bond sale premium proceeds, sale of scrap metal, and transfers from other funds.

INTERFUND ACTIVITY

There has been no interfund activity this year to date.



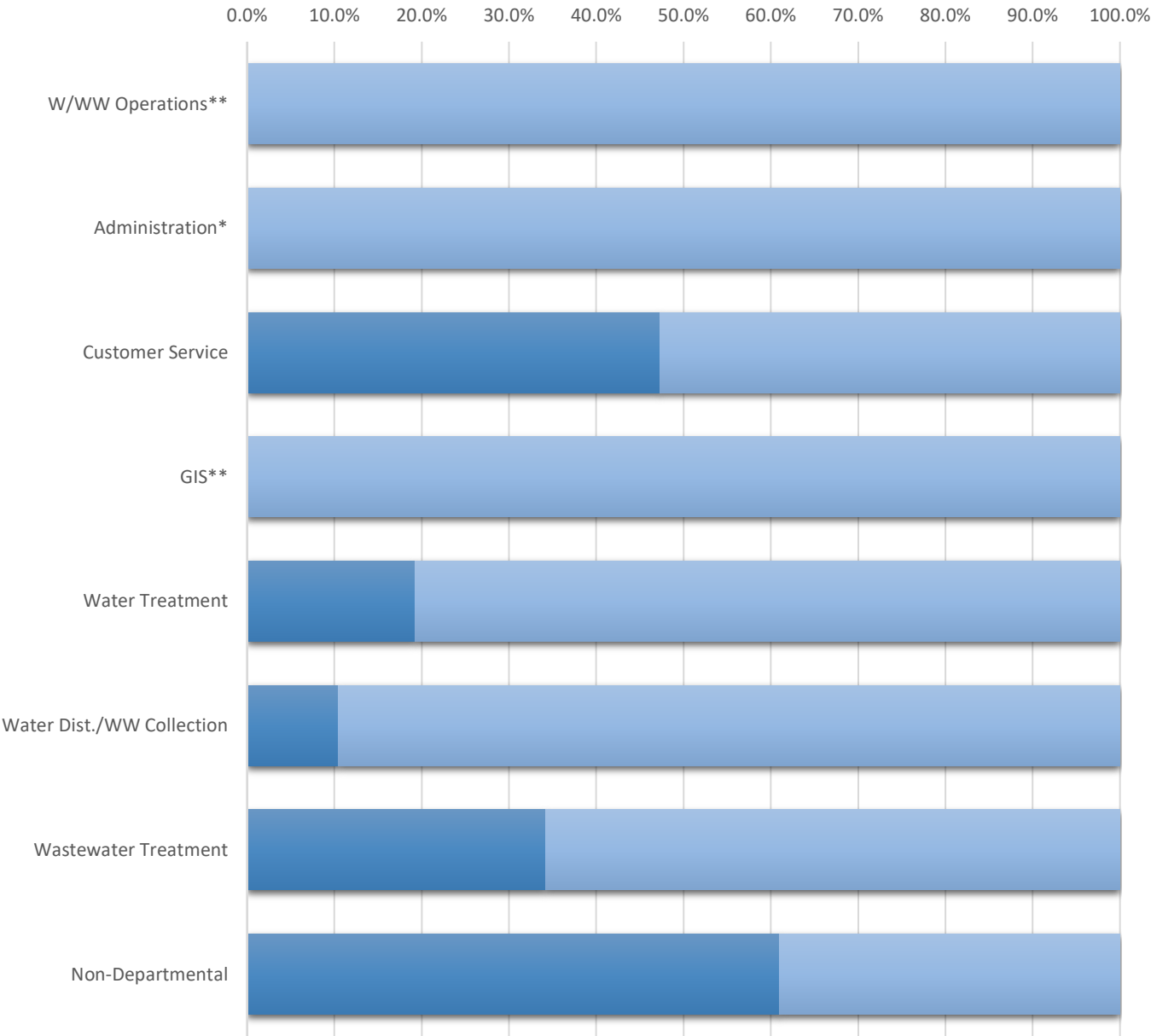
UTILITY FUND EXPENDITURES

	February 2024			February 2023		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
W/WW Operations**	8,881	\$ -	0.0%	\$ 21,815	\$ 1,072,148	2.0%
Administration*	-	-	0.0%	\$ -	-	0.0%
Customer Service	320,819	678,547	47.3%	\$ 281,398	626,306	44.9%
GIS**	-	-	0.0%	\$ -	-	0.0%
Water Treatment	670,972	3,481,663	19.3%	\$ 937,905	3,167,893	29.6%
Water Dist./WW Collection	1,443,227	13,796,350	10.5%	\$ 1,464,916	13,934,866	10.5%
Wastewater Treatment	815,609	2,385,603	34.2%	\$ 1,218,857	2,300,351	53.0%
Non-Departmental	2,044,551	3,351,236	61.0%	\$ 1,850,328	3,275,259	56.5%
Total Expenditures	\$ 5,304,059	\$ 23,693,399	22.4%	\$ 5,775,219	\$ 24,376,823	23.7%

OVERVIEW

February 29, 2024 marks the end of the fifth period of the FY 2024 budget year. The year-to-date budget percentage for budgetary comparison is therefore 41.67%. Year to date expenditures total \$5,304,059 or 22.4% of the budget and are therefore under budgetary expectations. FY 2024 expenditures decreased approximately \$471,000, or about 8.15%, less than FY 2023. This is due to differences in project completion and invoicing.

\* Department moved to General Fund 010-510  
\*\* Department Closed FY22-23 - expense was due to remaining encumbrance from FY21-22.







010 -GENERAL FUND- DETAIL

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
REVENUE								
PROPERTY TAXES								
010-41001	AD VALOREM TAXES - CURRENT	8,678,524	2,082,096	7,922,303	91.3%	756,220	7,040,510	881,793
010-41002	PROPERTY TAX DELINQUENT	124,324	8,760	43,330	34.9%	80,994	43,430	(100)
010-41003	PROPERTY TAX PENALTY	90,000	13,284	27,625	30.7%	62,375	20,167	7,459
*** REVENUE CATEGORY TOTALS ***		8,892,848	2,104,140	7,993,258	89.9%	899,589	7,104,107	889,151
SALES TAX								
010-41010	CITY SALES TAX	5,179,486	609,031	2,384,267	46.0%	2,795,219	2,393,522	(9,256)
010-41011	MIXED BEVERAGE TAX	38,170	4,275	15,934	41.7%	22,236	19,196	(3,261)
010-41012	CITY SALES TAX - PROP TAX REDU	616,605	76,129	298,033	48.3%	318,572	299,190	(1,157)
*** REVENUE CATEGORY TOTALS ***		5,834,261	689,434	2,698,235	46.2%	3,136,027	2,711,908	(13,674)
FRANCHISE TAX								
010-41101	FRANCHISE - ELECTRICAL	825,000	178,128	450,252	54.6%	374,748	175,759	274,493
010-41102	FRANCHISE - GAS	172,937	55,323	55,323	32.0%	117,614	66,029	(10,706)
010-41103	FRANCHISE - TELEPHONE	32,513	4,961	4,961	15.3%	27,552	6,140	(1,179)
010-41104	FRANCHISE - CABLE TV	15,000	2,644	5,539	36.9%	9,461	7,709	(2,170)
*** REVENUE CATEGORY TOTALS ***		1,045,450	241,055	516,075	49.4%	529,375	255,638	260,437
PERMITS LICENSES AND FEES								
010-41301	BUILDING PERMIT FEES	55,000	10,339	55,762	101.4%	(762)	33,588	22,173
010-41302	ELECTRICAL PERMIT FEES	13,000	2,342	8,562	65.9%	4,438	6,180	2,382
010-41303	PLUMBING PERMIT FEES	10,000	1,522	6,191	61.9%	3,809	4,222	1,968
010-41304	HEALTH PERMITS	-	8,700	38,350	0.0%	(38,350)	-	38,350
010-41305	ALARM PERMITS	5,000	40	4,955	99.1%	45	5,065	(110)
010-41306	MECHANICAL PERMITS	5,250	345	1,415	27.0%	3,835	3,170	(1,755)
010-41307	FIRE OPERATION PERMITS	205	-	330	161.0%	(125)	80	250
010-41310	OTHER PERMITS	500	150	600	120.0%	(100)	-	600
010-41311	MERCHANT PERMITS	550	50	465	84.5%	85	135	330
010-41312	BEVERAGE PERMITS	7,000	405	7,405	105.8%	(405)	7,128	278
010-41313	ZONING AND PLAT FEES	8,000	6,444	45,732	571.7%	(37,732)	10,293	35,439
010-41315	CONTRACTOR LICENSE	10,000	1,625	6,375	63.8%	3,625	6,875	(500)
010-41317	RIGHT OF WAY FEES (ROW)	5,000	1,798	3,456	69.1%	1,544	2,971	485
*** REVENUE CATEGORY TOTALS ***		119,505	33,759	179,597	150.3%	(60,092)	79,707	99,890
FINES AND WARRANTS								
010-41401	MUNICIPAL COURT FINES	381,602	33,341	136,373	35.7%	245,229	142,858	(6,485)
010-41403	LIBRARY FINES	5,000	536	1,927	38.5%	3,073	1,815	111
010-41404	WARRANT SERVICE FEES	420	-	35	8.3%	385	35	-
010-41405	JFCI JUDICIAL FEE - CITY	56	5	13	22.9%	43	23	(10)
010-41406	MUNICIPAL JURY FUND	210	16	75	35.6%	135	82	(7)
010-41411	LIEN REVENUE	-	360	360	0.0%	(360)	-	360
010-41413	ALARM FINES	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***		387,288	34,258	138,782	35.8%	248,506	144,813	(6,031)
LEASE/RENTAL REVENUE								
010-41605	OTHER RENTS & LEASES	700	-	120	17.1%	580	120	-
010-41611	CELL TOWER RENTAL	26,760	3,440	13,393	50.0%	13,367	12,360	1,033
*** REVENUE CATEGORY TOTALS ***		27,460	3,440	13,513	49.2%	13,947	12,480	1,033
CHARGES FOR SERVICE								
010-41706	SALE OF EQUIPMENT	90,000	-	17,952	19.9%	72,048	-	17,952
010-41712	OPEN RECORD FEE	3,000	171	780	26.0%	2,220	1,809	(1,029)





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010-41713	RECREATION FEE	4,000	230	1,330	33.3%	2,670	1,430	(100)
010-41715	SANITATION COLLECTION CHARGES	-	-	-	0.0%	-	-	-
010-41720	FIRING RANGE FEE	-	-	-	0.0%	-	-	-
010-41723	SALES TAX DISCOUNT	-	-	-	0.0%	-	211	(211)
010-41726	POOL PASS FEES	1,200	-	-	0.0%	1,200	-	-
010-41730	RETIREE INSURANCE	30,000	729	3,643	12.1%	26,357	9,055	(5,412)
010-41734	ATHLETIC FEES	-	-	-	0.0%	-	-	-
010-41735	MAIN STREET REVENUE	-	9	1,089	0.0%	(1,089)	-	1,089
*** REVENUE CATEGORY TOTALS ***		128,200	1,139	24,794	19.3%	103,406	12,505	12,289
INTERGOVERNMENTAL REVENUE								
010-41804	STATE & FEDERAL GRANTS	2,196,622	2,431	2,431	0.1%	2,194,191	-	2,431
010-41805	EMERGENCY MANAGEMENT REIMB	-	-	-	0.0%	-	-	-
010-41806	COUNTY - LIBRARY	75,000	-	75,000	100.0%	-	75,000	-
010-41811	PEDC GRANT	-	-	-	0.0%	-	-	-
010-41812	LIBRARY GRANTS	5,000	-	-	0.0%	5,000	7,046	(7,046)
*** REVENUE CATEGORY TOTALS ***		2,276,622	2,431	77,431	3.4%	2,199,191	82,046	(4,616)
OTHER INCOME								
010-41901	INTEREST REVENUE	400,000	50,320	240,288	60.1%	159,712	134,870	105,418
010-41902	INSURANCE RECOVERIES	10,000	2,182	12,521	125.2%	(2,521)	(1,464)	13,985
010-41907	FIRE SUPPRESSION REVENUE	-	-	-	0.0%	-	-	-
010-41910	FIRE RECOVERY REVENUE	-	-	333	0.0%	(333)	910	(576)
010-41912	DONATIONS	10,000	711	4,118	41.2%	5,882	35,054	(30,936)
010-41913	LIBRARY LOST/DAMAGED BOOKS	1,000	39	344	34.4%	656	170	174
010-41916	LOT CLEANUP REIMBURSEMENT	-	-	-	0.0%	-	-	-
010-41918	LIBRARY REVENUE	5,100	1,175	1,937	38.0%	3,163	4,226	(2,289)
010-41919	AIRPORT FUEL SALES	-	-	-	0.0%	-	-	-
010-41922	REBATE REVENUE	-	-	35,727	0.0%	(35,727)	-	35,727
010-41927	TAX SALE EXCESS PROCEEDS	-	-	-	0.0%	-	-	-
010-41923	EMS FUEL SALES	-	-	-	0.0%	-	-	-
010-41924	MISC REVENUE	1,000	-	1,447	144.7%	(447)	723	724
010-41926	SCRAP METAL RECOVERY	4,000	19	942	23.5%	3,058	3,388	(2,446)
010-41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
010-41940	CASH OVER/SHORT	-	13	(2)	0.0%	2	-	(2)
*** REVENUE CATEGORY TOTALS ***		431,100	54,460	297,656	69.0%	133,444	177,877	119,778
INTERFUND ACTIVITY								
010-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
010-49150	TRANSFER FROM OCCUPANCY TAX	31,371	2,614	13,071	41.7%	18,300	13,071	-
010-49215	TRANSFER FROM PEDC	31,371	2,614	13,071	41.7%	18,300	13,071	-
010-49561	TRANSFER FROM UNEMP FUND	-	-	-	0.0%	-	-	-
010-49610	TRSF FROM UTILITY FUND	1,190,925	99,244	496,219	41.7%	694,706	496,219	-
010-49620	TRANSFER FROM SANITATION	1,198,148	99,846	499,228	41.7%	698,920	512,538	(13,309)
010-49625	TRSF FROM RETAIL FUND	-	-	-	0.0%	-	-	-
010-49819	TRANSFER FROM EMERGENCY FUND	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***		2,451,815	204,318	1,021,590	41.7%	1,430,225	1,034,899	(13,309)
*** TOTAL REVENUE ***		21,594,548	3,368,435	12,960,930	60.0%	8,633,619	11,615,980	1,344,950
010 -GENERAL FUND- DETAIL								
EXPENSE								
PERSONNEL								
010-51010	SALARIES & WAGES	8,590,015	600,247	3,015,415	35.1%	5,574,601	2,930,358	85,057
010-51011	PART-TIME WAGES	-	-	-	0.0%	-	-	-
010-51020	OVERTIME	511,600	34,312	272,463	53.3%	239,137	253,082	19,381
010-51021	STEP OVERTIME	-	-	2,228	0.0%	(2,228)	-	2,228



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010-51030	LONGEVITY	74,520	5,895	26,416	35.4%	48,104	24,953	1,463
010-51031	CERTIFICATION PAY	280,328	23,947	106,447	38.0%	173,881	103,439	3,008
010-51032	SHIFT PAY	14,400	1,100	5,289	36.7%	9,111	5,779	(489)
010-51033	CAR ALLOWANCE	6,300	525	2,475	39.3%	3,825	2,400	75
010-51034	UNIFORM ALLOWANCE	11,045	1,087	4,526	41.0%	6,519	3,624	901
010-51036	CELL PHONE ALLOWANCE	6,000	550	2,621	43.7%	3,379	2,743	(122)
010-51040	SOCIAL SECURITY	726,192	49,752	257,125	35.4%	469,067	269,298	(12,173)
010-51050	HEALTH INSURANCE	1,269,964	80,316	518,655	40.8%	751,308	357,157	161,498
010-51061	WORKER'S COMPENSATION	218,616	29,980	153,945	70.4%	64,671	32,287	121,658
010-51063	UNEMPLOYMENT CLAIMS EXP.	50,000	-	-	0.0%	50,000	-	-
010-51070	RETIREMENT	1,349,921	95,727	486,783	36.1%	863,138	461,444	25,339
*** EXPENSE CATEGORY TOTALS ***		13,108,901	923,437	4,854,389	37.0%	8,254,512	4,446,564	407,825
SUPPLIES AND MATERIALS								
010-52010	OFFICE SUPPLIES/EQUIPMENT	61,780	3,608	18,389	29.8%	43,391	12,673	5,715
010-52020	POSTAGE	12,955	806	2,956	22.8%	9,999	5,502	(2,545)
010-52030	JANITORIAL SUPPLIES	38,800	3,188	12,553	32.4%	26,247	7,934	4,620
010-52031	CHEMICALS	3,000	-	105	3.5%	2,895	-	105
010-52032	PLANTS SEED FERTILIZER	4,000	-	-	0.0%	4,000	-	-
010-52040	UNIFORMS/APPAREL	63,050	6,226	33,403	53.0%	29,647	17,166	16,237
010-52050	MEDICAL SUPPLIES	1,500	415	1,893	126.2%	(393)	464	1,428
010-52051	ANIMAL MEDICAL SUPPLIES	250	-	-	0.0%	250	-	-
010-52060	PUBLICATIONS	3,458	573	1,134	32.8%	2,324	128	1,006
010-52061	SAFETY MATERIALS	5,000	4,496	4,687	93.7%	313	112	4,575
010-52062	POLICE INFORMANT	3,000	-	-	0.0%	3,000	-	-
010-52070	GASOLINE AND OIL	3,200	135	507	15.9%	2,693	653	(145)
010-52080	SMALL TOOLS/EQUIPMENT	68,300	23,241	51,155	74.9%	17,145	22,300	28,855
010-52082	PERS PROTECTIVE EQUIP	25,000	-	1,330	5.3%	23,670	2,998	(1,668)
010-52083	ARSENAL	18,000	18	3,651	20.3%	14,349	4,343	(692)
010-52084	ELECTION EXPENSE	17,000	-	5,375	31.6%	11,625	7,547	(2,172)
010-52091	FURNITURE & OFFICE EQUIPMENT	4,000	-	290	7.2%	3,710	-	290
010-52092	COMPUTER EQUIPMENT	1,000	-	-	0.0%	1,000	-	-
010-52120	STREET SIGNS	7,500	-	7,322	97.6%	178	3,278	4,044
010-52130	GARBAGE BAGS	-	-	-	0.0%	-	4,992	(4,992)
010-52201	READING PROGRAM	4,000	-	1,978	49.5%	2,022	-	1,978
010-52210	MARKETING SUPPLIES	1,800	-	-	0.0%	1,800	-	-
*** EXPENSE CATEGORY TOTALS ***		346,593	42,707	146,729	42.3%	199,864	90,091	56,638
PROF/CONTRACTUAL SERV								
010-53010	LEGAL SERVICES	120,000	4,792	12,176	10.1%	107,824	28,169	(15,992)
010-53011	LEGAL LITIGATION EXPENSES	50,000	4,428	10,518	21.0%	39,482	3,005	7,514
010-53012	LEGAL SERVICES - HR RELATED	6,000	-	3,386	56.4%	2,614	-	3,386
010-53016	JURY EXPENSE	1,200	-	-	0.0%	1,200	-	-
010-53017	MUNICIPAL PROSECUTORS	12,000	930	2,295	19.1%	9,705	3,608	(1,313)
010-53019	TOWING FEE	1,200	-	-	0.0%	1,200	-	-
010-53020	AUDIT & ACCOUNTING SERVICES	27,225	-	2,619	9.6%	24,606	18,385	(15,766)
010-53021	APPRAISAL DISTRICT	152,000	-	57,178	37.6%	94,822	38,005	19,173
010-53022	TAX ASSESSOR-COLLECTOR	14,000	-	-	0.0%	14,000	5,555	(5,555)
010-53023	RAILROAD WATER LINE LEASE	300	162	162	54.0%	138	154	8
010-53026	CODIFICATION	6,000	-	-	0.0%	6,000	237	(237)
010-53027	RECORDS MANAGEMENT	500	156	743	148.7%	(243)	155	588
010-53029	POLY/PSYCH	1,125	-	-	0.0%	1,125	750	(750)
010-53030	PROFESSIONAL SERVICES	14,550	447	4,339	29.8%	10,211	6,082	(1,743)
010-53031	CONSULTANT SERVICES	110,394	1,486	16,357	14.8%	94,037	23,719	(7,362)
010-53033	EMPLOYEE EAP	7,200	-	-	0.0%	7,200	250	(250)
010-53034	CITY SPONSORED EVENT	25,000	-	-	0.0%	25,000	-	-
010-53035	MEDICAL/DOCTOR-HOSPITAL	-	-	-	0.0%	-	-	-
010-53037	PRE-EMPLOYMENT SCREENINGS	13,000	711	4,987	38.4%	8,013	5,469	(482)
010-53039	CIVIL SERVICE EXAMS	8,000	341	3,189	39.9%	4,811	1,300	1,889



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010-53041	CITY ISSUED CELL PHONES	21,480	1,491	7,404	34.5%	14,076	6,223	1,181
010-53042	CITY ISSUED TABLETS	11,200	1,139	5,644	50.4%	5,556	3,008	2,636
010-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
010-53060	DEMOLITION/CLEANUP	5,000	-	-	0.0%	5,000	-	-
010-53070	UNIFORM SERVICES	-	-	-	0.0%	-	-	-
010-53075	RECRUITMENT / RETENTION	5,000	-	-	0.0%	5,000	-	-
010-53076	CERTIFICATION FEES	2,850	-	2,357	82.7%	493	64	2,293
010-53083	POSITION 1 TRAVEL	1,500	-	630	42.0%	870	992	(363)
010-53084	POSITION 2 TRAVEL	1,500	-	801	53.4%	699	-	801
010-53085	POSITION 3 TRAVEL	1,500	-	514	34.3%	986	913	(399)
010-53086	POSITION 4 TRAVEL	1,500	-	714	47.6%	786	992	(279)
010-53087	POSITION 5 TRAVEL	1,500	-	652	43.5%	848	458	194
010-53088	POSITION 6 TRAVEL	1,500	-	714	47.6%	786	335	379
010-53089	MAYOR POSITION TRAVEL	1,500	-	440	29.3%	1,060	1,122	(682)
010-53090	IT SUPPORT	75,640	6,014	30,070	39.8%	45,571	36,084	(6,014)
010-53095	SOFTWARE MAINTENANCE	379,709	36,225	239,263	63.0%	140,446	263,047	(23,784)
010-53100	CHAPTER 380 AGREEMENT	-	-	-	0.0%	-	-	-
010-53150	MARKETING SERVICES	1,000	-	-	0.0%	1,000	-	-
010-53210	FINANCIAL SERVICE CHARGES	-	1,255	1,361	0.0%	(1,361)	8	1,353
010-53310	EQUIPMENT RENTAL/LEASE	23,656	3,108	6,086	25.7%	17,570	15,619	(9,533)
010-53311	PRINTER/COPIER LEASE	29,640	2,361	8,519	28.7%	21,121	8,586	(67)
010-53315	VEHICLE LEASE FEES	432,128	85,666	191,746	44.4%	240,382	117,660	74,085
010-53321	UPRR LEASED LAND	500	-	-	0.0%	500	-	-
010-53331	CONTRACT SERV-HUMANE SOCIETY	35,000	-	-	0.0%	35,000	-	-
010-53333	BUILDING DEMOLITION	28,000	-	-	0.0%	28,000	-	-
010-53334	PESTICIDE SPRAYING	25,000	-	-	0.0%	25,000	-	-
010-53342	DUE TO OMNI	-	-	-	0.0%	-	-	-
010-53343	CHILD SAFETY FEE	-	-	-	0.0%	-	-	-
010-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
010-53503	RETIREE INSURANCE PREMIUMS	30,000	2,365	11,826	39.4%	18,175	10,967	858
010-53504	ROLL OFFS	-	-	-	0.0%	-	-	-
010-53505	RESIDENTIAL COLLECTION	-	-	-	0.0%	-	-	-
010-53506	COMMERCIAL COLLECTION	-	-	-	0.0%	-	-	-
010-53508	CITY WIDE CLEAN-UP COLLECTION	-	-	572	0.0%	(572)	-	572
010-53509	MEMBERSHIPS & SUBSCRIPTIONS	50,294	3,743	21,764	43.3%	28,530	24,354	(2,589)
010-53510	TRAVEL AND TRAINING	162,039	12,849	58,342	36.0%	103,697	43,915	14,427
010-53511	ADVERTISING	13,250	4,844	6,743	50.9%	6,507	5,049	1,695
010-53512	PRINTING SERVICES	5,100	-	126	2.5%	4,974	1,034	(908)
010-53513	MERCHANT CR CRD PROCESSING	19,500	2,153	9,168	47.0%	10,332	7,939	1,229
010-53514	TML INSURANCE	211,058	-	211,247	100.1%	(189)	166,181	45,066
010-53515	INSURANCE AND BONDS	1,000	-	-	0.0%	1,000	521	(521)
010-53516	LIFE, DISABILITY, AD & D PREM	-	4,317	21,422	0.0%	(21,422)	16,802	4,619
010-53517	CONTRACTUAL SERVICES	210,335	11,503	50,014	23.8%	160,321	99,870	(49,856)
010-53518	CITY POOL	90,000	7,029	46,249	51.4%	43,751	49,978	(3,729)
010-53520	JANITORIAL SERVICES	88,588	5,605	22,641	25.6%	65,947	32,432	(9,791)
*** EXPENSE CATEGORY TOTALS ***		2,537,161	205,120	1,074,976	42.4%	1,462,185	1,048,996	25,980
MAINTENANCE & REPAIR								
010-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	251,800	34,090	100,244	39.8%	151,556	93,352	6,892
010-54011	PLANTER BOXES-MAINTENANCE	300	-	-	0.0%	300	-	-
010-54020	STREET MAINTENANCE	2,080,522	225,694	966,109	46.4%	1,114,413	517,404	448,705
010-54022	SIDEWALK REPAIR/REPLACEMENT	10,000	-	-	0.0%	10,000	-	-
010-54110	MOTOR VEHICLE REPAIRS	44,100	6,850	65,790	149.2%	(21,690)	35,623	30,167
010-54120	EQUIPMENT REPAIR/MAINT EXP	38,460	5,720	11,171	29.0%	27,289	34,555	(23,384)
010-54121	GREEN'S PARK PORTABLE	10,300	679	2,036	19.8%	8,265	339	1,696
010-54125	LADDER TESTING	1,700	1,947	1,947	114.6%	(247)	1,490	457
010-54130	AIR PACK TESTING	1,500	-	-	0.0%	1,500	-	-
010-54135	PUMP TESTING	1,500	-	1,536	102.4%	(36)	-	1,536
010-54140	JAWS TESTING	4,400	-	-	0.0%	4,400	3,890	(3,890)



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*** EXPENSE CATEGORY TOTALS ***		2,444,582	274,979	1,148,832	47.0%	1,295,750	686,653	462,179
UTILITIES								
010-54500	UTILITIES - ELECTRIC	529,200	43,592	155,016	29.3%	374,184	204,303	(49,287)
010-54501	UTILITIES - WATER/SEWER	57,700	-	16,452	28.5%	41,248	24,596	(8,145)
010-54502	UTILITIES - GAS	17,500	4,035	10,032	57.3%	7,468	9,584	448
010-54503	PHONES/INTERNET	71,756	10,012	45,951	64.0%	25,805	42,184	3,767
010-54504	CITY POOL ELECTRIC	8,000	818	3,710	46.4%	4,290	3,496	215
*** EXPENSE CATEGORY TOTALS ***		684,156	58,457	231,162	33.8%	452,994	284,164	(53,003)
OTHER/MISC.								
010-55001	EMPLOYEE APPRECIATION	10,000	-	5,429	54.3%	4,571	5,793	(364)
010-55002	EVENTS & PROMOTIONS	5,000	-	254	5.1%	4,746	108	146
010-55200	MEETING MEALS	2,700	40	1,402	51.9%	1,298	134	1,268
010-55202	ANIMAL FOOD	200	-	-	0.0%	200	-	-
010-55203	CHRISTMAS ACTIVITIES	1,500	-	1,100	73.3%	400	1,215	(115)
010-55409	EMERGENCY RESPONSE EXP	-	-	-	0.0%	-	-	-
010-55411	DONATION FUNDED EXPENSE	10,000	5,186	21,790	217.9%	(11,790)	40,389	(18,599)
*** EXPENSE CATEGORY TOTALS ***		29,400	5,226	29,975	102.0%	(575)	47,639	(17,664)
CAPITAL OUTLAY								
010-58030	IMPROVEMENTS	316,100	-	121,930	38.6%	194,170	176,480	(54,550)
010-58040	VEHICLES & EQUIPMENT	540,775	47,699	284,956	52.7%	255,820	34,543	250,413
010-58060	COMPUTER SOFTWARE	1,000	-	-	0.0%	1,000	-	-
010-58070	LIBRARY BOOKS	50,000	5,798	17,819	35.6%	32,181	20,988	(3,169)
*** EXPENSE CATEGORY TOTALS ***		907,875	53,497	424,705	46.8%	483,170	232,011	192,694
INTERFUND ACTIVITY								
010-59240	TRANSFER TO AIRPORT FUND	307,633	25,636	128,180	41.7%	179,453	34,230	93,950
010-59283	TRANS TO HOME GRANT FUND-283	-	-	-	0.0%	-	-	-
010-59310	TRANSFER TO DEBT SERVICE FUND	949,535	79,128	395,640	41.7%	553,895	451,072	(55,432)
010-59511	TRSF TO VEH/EQUIP FUND	-	-	-	0.0%	-	-	-
010-59570	TRANSFER TO FLEET FUND	552,450	74,078	241,959	43.8%	310,491	180,929	61,030
*** EXPENSE CATEGORY TOTALS ***		1,809,618	178,842	765,779	42.3%	1,043,839	666,231	99,548
*** TOTAL EXPENSE ***		\$ 21,868,286	\$ 1,742,265	\$ 8,676,547	39.7%	\$ 13,191,740	\$ 7,502,349	\$ 1,174,198
310 -DEBT SERVICE FUND- DETAIL								
REVENUE								
310-41001	AD VALOREM TAXES - CURRENT	429,656	118,864	452,429	105.3%	(22,773)	272,948	179,481
310-41002	DELINQUENT TAX REVENUE	25,680	904	4,450	17.3%	21,230	9,472	(5,022)
310-41003	PENALTY & INTEREST TAXES	22,229	985	2,706	12.2%	19,523	3,175	(469)
310-41901	INTEREST REVENUE	1,500	98	4,282	285.4%	(2,782)	1,609	2,672
310-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
310-49010	TRANSFER FROM GENERAL FUND	949,535	79,128	395,640	41.7%	553,895	451,072	(55,432)
310-49610	TRSF FROM UTILITY FUND	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		1,428,600	199,978	859,506	60.2%	569,094	738,277	121,230
310 -DEBT SERVICE FUND- DETAIL								
EXPENSE								
310-53030	PROFESSIONAL SERVICES	-	-	-	0.0%	-	-	-
310-53045	COMPLIANCE REPORTING	3,500	-	-	0.0%	3,500	-	-
310-55412	AGENT FEES	-	-	-	0.0%	-	-	-
310-56024	PRINCIPAL- BONDED DEBT	417,691	417,691	417,691	100.0%	0	243,000	174,691
310-56025	PRINCIPAL - CAPITAL LEASE	224,353	-	161,819	72.1%	62,533	157,920	3,899
310-56050	INTEREST- BONDED DEBT	926,240	466,316	466,316	50.3%	459,924	468,416	(2,100)





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310-56051	INTEREST- CAPITAL LEASE	26,357	-	20,066	76.1%	6,291	23,965	(3,899)
310-56054	PAY/ESCROW AGENT FEES	-	-	2,363	0.0%	(2,363)	2,363	-
*** TOTAL EXPENSE ***		\$ 1,598,141	\$ 884,007	\$ 1,068,255	66.8%	\$ 529,886	\$ 895,664	\$ 172,591
610 -WATER & WASTEWATER FUND - DETAIL								
REVENUE								
610-41706	SALE OF EQUIPMENT	-	-	-	0.0%	-	2,584	(2,584)
610-41709	WATER METERED SALES	5,474,905	471,909	2,021,154	36.9%	3,453,751	1,617,842	403,312
610-41710	METER REPLACEMENT FEE	-	-	-	0.0%	-	213,263	(213,263)
610-41711	SEWER SERVICE CHARGES	4,280,840	372,441	1,624,155	37.9%	2,656,685	915,353	708,801
610-41716	BULK WATER SALES	1,000	-	-	0.0%	1,000	-	-
610-41717	SEWER SURCHARGE	-	-	-	0.0%	-	508,529	(508,529)
610-41718	WATER TAPS	45,000	18,938	29,707	66.0%	15,293	16,852	12,854
610-41719	SEWER TAPS	45,000	-	6,527	14.5%	38,473	8,987	(2,460)
610-41724	SERVICE FEES	120,000	11,965	42,224	35.2%	77,776	45,488	(3,264)
610-41725	TAMPERING FEES	1,800	-	-	0.0%	1,800	1,265	(1,265)
610-41727	SEPTAGE FEES AND OTHER	30,000	2,008	10,179	33.9%	19,821	10,418	(239)
610-41728	REBATE - COMPOST FACILITY	20,000	-	-	0.0%	20,000	-	-
610-41732	MISC. CHARGES THRU WATER BILLS	1,000	33	(522)	-52.2%	1,522	495	(1,017)
610-41733	PENALTY WATER BILLINGS	60,000	24,973	99,356	165.6%	(39,356)	29,934	69,422
610-41804	STATE & FEDERAL GRANTS	-	-	-	0.0%	-	-	-
610-41815	UNMWA REIMB.	50,000	-	-	0.0%	50,000	49,193	(49,193)
610-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
610-41901	INTEREST REVENUE	60,000	8,042	62,421	104.0%	(2,421)	60,799	1,622
610-41902	INSURANCE RECOVERIES	-	4,329	17,905	0.0%	(17,905)	3,598	14,308
610-41903	BOND SALE PREMIUM	-	-	-	0.0%	-	-	-
610-41924	MISC REVENUE	-	-	-	0.0%	-	5,947	(5,947)
610-41926	SCRAP METAL RECOVERY	-	-	2,383	0.0%	(2,383)	37	2,346
610-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
610-49620	TRANSFER FROM SANITATION	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		10,189,545	914,638	3,915,488	38.4%	6,274,057	3,490,584	424,904
610 -WATER & WASTEWATER FUND - DETAIL								
EXPENSE								
PERSONNEL								
610-51010	SALARIES & WAGES	1,428,409	97,702	508,523	35.6%	919,886	493,479	15,044
610-51020	OVERTIME	172,400	29,869	110,147	63.9%	62,253	75,642	34,505
610-51030	LONGEVITY	8,712	627	2,814	32.3%	5,898	2,310	504
610-51031	CERTIFICATION PAY	34,200	4,375	20,148	58.9%	14,052	19,818	330
610-51032	SHIFT PAY	3,600	300	1,361	37.8%	2,239	1,421	(61)
610-51034	UNIFORM ALLOWANCE	6,854	437	1,898	27.7%	4,956	2,117	(218)
610-51036	CELL PHONE ALLOWANCE	7,200	650	2,948	40.9%	4,252	3,200	(252)
610-51040	SOCIAL SECURITY	123,800	10,006	48,456	39.1%	75,344	48,695	(239)
610-51050	HEALTH INSURANCE	304,214	17,784	121,899	40.1%	182,315	90,079	31,819
610-51061	WORKER'S COMPENSATION	49,614	5,591	26,184	52.8%	23,430	8,385	17,798
610-51070	RETIREMENT	229,634	19,165	91,744	40.0%	137,890	83,108	8,636
*** EXPENSE CATEGORY TOTALS ***		2,368,637	186,506	936,121	39.5%	1,432,515	828,255	107,866
SUPPLIES AND MATERIALS								
610-52010	OFFICE SUPPLIES/EQUIPMENT	2,800	521	631	22.5%	2,169	1,059	(428)
610-52020	POSTAGE	35,900	83	15,386	42.9%	20,514	15,452	(66)
610-52030	JANITORIAL SUPPLIES	2,600	69	69	2.7%	2,531	175	(106)
610-52031	CHEMICALS	597,000	69,068	156,803	26.3%	440,197	194,817	(38,015)
610-52040	UNIFORMS/APPAREL	11,500	270	6,297	54.8%	5,203	3,660	2,637
610-52050	MEDICAL SUPPLIES	400	-	405	101.3%	(5)	-	405
610-52057	LAB SUPPLIES	12,000	713	5,329	44.4%	6,671	950	4,379
610-52061	SAFETY MATERIALS	10,000	659	2,258	22.6%	7,742	2,133	125



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610-52070	GASOLINE AND OIL	-	26	44	0.0%	(44)	29	15
610-52080	SMALL TOOLS/EQUIPMENT	41,200	6,034	27,496	66.7%	13,704	21,937	5,560
*** EXPENSE CATEGORY TOTALS ***		713,400	77,442	214,717	30.1%	498,683	240,212	(25,495)
PROF/CONTRACTUAL SERV								
610-53020	AUDIT & ACCOUNTING SERVICES	19,800	-	1,729	8.7%	18,072	12,134	(10,406)
610-53030	PROFESSIONAL SERVICES	45,000	710	22,668	50.4%	22,333	30,556	(7,889)
610-53041	CITY ISSUED CELL PHONES	600	80	402	67.0%	198	456	(54)
610-53042	CITY ISSUED TABLETS	1,800	152	760	42.2%	1,040	572	188
610-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
610-53046	COMPLIANCE MONITORING	50,000	14,952	17,902	35.8%	32,098	19,925	(2,023)
610-53090	IT SUPPORT	15,175	1,066	5,329	35.1%	9,846	6,395	(1,066)
610-53095	SOFTWARE MAINTENANCE	43,104	563	24,677	57.3%	18,427	26,605	(1,928)
610-53310	EQUIPMENT RENTAL/LEASE	11,500	464	972	8.5%	10,528	1,160	(188)
610-53311	PRINTER/COPIER LEASE	6,400	580	1,694	26.5%	4,706	547	1,148
610-53315	VEHICLE LEASE FEES	84,733	15,491	38,725	45.7%	46,008	5,705	33,020
610-53341	COLLECTIONS/LEGAL MVBA	500	759	759	151.8%	(259)	121	637
610-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
610-53507	SLUDGE COLLECTION	365,000	19,130	98,449	27.0%	266,551	103,516	(5,067)
610-53509	MEMBERSHIPS & SUBSCRIPTIONS	1,260	-	70	5.6%	1,190	490	(420)
610-53510	TRAVEL AND TRAINING	20,000	321	5,057	25.3%	14,943	5,741	(683)
610-53512	PRINTING SERVICES	7,500	-	3,494	46.6%	4,006	2,068	1,426
610-53513	MERCHANT CR CRD PROCESSING	160,000	28,810	90,492	56.6%	69,508	60,193	30,299
610-53514	TML INSURANCE	147,441	-	145,187	98.5%	2,254	92,378	52,809
610-53517	CONTRACTUAL SERVICES	-	75	228	0.0%	(228)	150	78
610-53519	TANK MAINTENANCE	215,000	8,753	8,753	4.1%	206,247	162,954	(154,201)
610-53520	JANITORIAL SERVICES	1,920	1,337	5,401	281.3%	(3,481)	5,398	3
610-53521	UNRMWA WATER CONTRACT	203,582	-	28,784	14.1%	174,799	81,107	(52,324)
*** EXPENSE CATEGORY TOTALS ***		1,400,316	93,241	501,531	35.8%	898,785	618,171	(116,640)
MAINTENANCE & REPAIR								
610-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	40,000	2,634	21,898	54.7%	18,102	20,922	975
610-54110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	1,633	(1,633)
610-54120	EQUIPMENT REPAIR/MAINT EXP	296,360	20,900	119,667	40.4%	176,693	62,963	56,704
610-54220	WATER METERS	-	-	-	0.0%	-	-	-
610-54310	SEWER LINE MAINTENANCE	-	-	-	0.0%	-	-	-
610-54311	SEWER PLANT MAINTENANCE	175,000	11,441	29,814	17.0%	145,186	83,492	(53,678)
610-54313	LIFT STATION MAINTENANCE	290,000	7,807	132,512	45.7%	157,488	129,324	3,188
610-54314	GENERATOR MAINTENANCE	13,500	1,258	6,784	50.2%	6,716	1,631	5,153
610-54315	PRETREATMENT FOG MGMT	2,300	-	-	0.0%	2,300	-	-
610-54421	WATER METER REPLACEMENT PROJECT	200,000	13,412	184,667	92.3%	15,333	111,384	73,283
610-54450	WATER/SEWER LINE REPAIR	600,000	120,327	342,924	57.2%	257,076	289,874	53,049
610-54460	METER READER HANDHELDS	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		1,617,160	177,780	838,266	51.8%	778,894	701,224	137,042
UTILITIES								
610-54500	UTILITIES - ELECTRIC	386,000	44,723	151,187	39.2%	234,813	380,482	(229,294)
610-54501	UTILITIES - WATER/SEWER	32,700	-	11,054	33.8%	21,646	10,477	577
610-54502	UTILITIES - GAS	-	-	-	0.0%	-	-	-
610-54503	PHONES/INTERNET	21,000	2,632	14,057	66.9%	6,943	13,827	230
*** EXPENSE CATEGORY TOTALS ***		439,700	47,355	176,298	40.1%	263,402	404,786	(228,487)
OTHER/MISC.								
610-55005	TCEQ PERMITTING	65,000	-	55,617	85.6%	9,383	52,518	3,099
610-55030	BAD DEBT EXPENSE	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		65,000	-	55,617	85.6%	9,383	52,518	3,099



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REVENUE BOND PRINCIPAL PAYMENT								
610-56005	REVENUE BOND PRIN PAYMENT	755,000	855,309	855,309	113.3%	(100,309)	885,000	(29,691)
610-56009	CERT OBLIG PRIN PAYMENT	480,000	210,000	210,000	43.8%	270,000	-	210,000
610-56025	PRINCIPAL - CAPITAL LEASE	59,131	-	61,955	104.8%	(2,824)	81,079	(19,123)
610-56050	INTEREST- BONDED DEBT	737,855	375,322	265,143	35.9%	472,712	276,971	(11,827)
610-56051	INTEREST- CAPITAL LEASE	5,783	-	2,959	51.2%	2,824	-	2,959
610-56054	PAY/ESCROW AGENT FEES	2,000	500	1,250	62.5%	750	1,750	(500)
*** EXPENSE CATEGORY TOTALS ***		2,039,769	1,441,132	1,396,617	68.5%	643,152	1,244,799	151,817
CAPITAL OUTLAY								
610-58030	IMPROVEMENTS	12,154,447	7,633	533,788	4.4%	11,620,659	718,987	(185,199)
610-58040	VEHICLES & EQUIPMENT	404,000	18,259	57,875	14.3%	346,125	428,548	(370,673)
610-58044	COMMUNICATION EQUIPMENT	130,000	-	-	0.0%	130,000	-	-
610-58046	LIFT STATION REPLACEMENT	1,146,800	-	-	0.0%	1,146,800	-	-
*** EXPENSE CATEGORY TOTALS ***		13,835,247	25,892	591,663	4.3%	13,243,584	1,147,535	(555,872)
INTERFUND ACTIVITY								
610-59010	TRANSFER TO/FROM GENERAL FUND	1,146,530	99,244	496,219	43.3%	650,311	496,219	-
610-59570	TRANSFER TO FLEET FUND	135,200	26,258	84,788	62.7%	50,412	41,501	43,287
*** EXPENSE CATEGORY TOTALS ***		1,281,730	125,502	581,007	45.3%	700,723	537,720	43,287
*** TOTAL EXPENSE ***		\$ 23,760,958	\$ 2,174,849	\$ 5,291,837	22.3%	\$ 18,469,121	\$ 5,775,219	\$ (483,382)
620-SANITATION FUND- DETAIL								
REVENUE								
620-41715	SANITATION COLLECTION CHARGES	3,160,569	263,474	1,165,231	36.9%	1,995,338	1,130,216	35,015
620-41721	COLLECTION BAG SALES	20,000	1,569	6,825	34.1%	13,175	6,537	289
620-41722	CLEAN STREETS PROGRAM	166,233	14,055	70,437	42.4%	95,796	69,875	562
620-41723	SALES TAX DISCOUNT	600	118	587	97.9%	13	326	261
620-41729	ROLL OFF CHARGES	721,313	1,775	235,619	32.7%	485,694	244,893	(9,274)
620-41901	INTEREST REVENUE	7,000	-	277	4.0%	6,723	2,454	(2,177)
620-41902	INSURANCE RECOVERIES	-	-	-	0.0%	-	-	-
620-41922	REBATE REVENUE	15,000	-	-	0.0%	15,000	9,982	(9,982)
620-41924	MISC REVENUE	-	-	-	0.0%	-	-	-
620-41926	SCRAP METAL RECOVERY	-	-	-	0.0%	-	-	-
620-49010	TRANSFER FROM GENERAL FUND	-	-	-	0.0%	-	226	(226)
*** TOTAL REVENUE ***		4,090,715	280,991	1,478,977	36.2%	2,611,738	1,464,508	14,468
620-SANITATION FUND- DETAIL								
EXPENSE								
SUPPLIES AND MATERIALS								
620-52130	GARBAGE BAGS	12,493	-	4,966	39.8%	7,527	-	4,966
*** EXPENSE CATEGORY TOTALS ***		12,493	-	4,966	39.8%	7,527	-	4,966
PROF/CONTRACTUAL SERV								
620-53504	ROLL OFFS	453,932	39,837	211,576	46.6%	242,356	184,733	26,842
620-53505	RESIDENTIAL COLLECTION	808,000	50,000	341,195	42.2%	466,805	205,515	135,680
620-53506	COMMERCIAL COLLECTION	1,456,000	128,560	640,454	44.0%	815,546	573,629	66,825
620-53508	CITY WIDE CLEAN-UP COLLECTION	82,692	-	37,532	45.4%	45,161	43,375	(5,843)
620-53520	JANITORIAL SERVICES	1,450	362	725	50.0%	726	120	604
*** EXPENSE CATEGORY TOTALS ***		2,802,074	218,760	1,231,481	43.9%	1,570,593	1,007,373	224,109
MAINTENANCE & REPAIR								



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620-54110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		-	-	-	0.0%	-	-	-
OTHER/MISC.								
620-55030	BAD DEBT EXPENSE	20,000	-	-	0.0%	20,000	-	-
*** EXPENSE CATEGORY TOTALS ***		20,000	-	-	0.0%	20,000	-	-
INTERFUND ACTIVITY								
620-59010	TRANSFER TO/FROM GENERAL FUND	1,198,148	99,846	499,228	41.7%	698,920	512,538	(13,309)
620-59570	TRANSFER TO FLEET FUND	13,000	3,654	12,552	96.6%	448	-	12,552
*** EXPENSE CATEGORY TOTALS ***		1,211,148	103,499	511,780	42.3%	699,368	512,538	(758)
*** TOTAL EXPENSE ***		\$ 4,045,715	\$ 322,259	\$ 1,748,227	43.2%	\$ 2,297,487	\$ 1,519,910	\$ 228,317





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<b>215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL</b>								
<b>REVENUE</b>								
215-41013	PEDC SALES TAX	\$ 1,250,055	\$ 152,258	\$ 596,067	47.7%	\$ 653,988	598,380.60	\$ (2,314)
215-41609	RENT - SUITE B	36,000	3,000	15,000	41.7%	21,000	-	15,000
215-41610	RENT - RESULTS CO	161,583	17,954	89,768	55.6%	71,815	89,768	-
215-41807	ETEX FIBER RECAPTURE	380,000	-	99,381	26.2%	280,619	176,455	(77,075)
215-41901	INTEREST REVENUE	40,000	8,900	52,923	132.3%	(12,923)	19,899	33,024
215-41932	TAH LOAN PYMT	34,064	2,839	14,193	41.7%	19,871	33,269	(19,076)
215-41924	MISC REVENUE	\$ -	\$ -	\$ -	0.0%	\$ -	0.00	\$ -
<b>*** TOTAL REVENUE ***</b>		<b>1,901,702</b>	<b>184,950</b>	<b>867,332</b>	<b>45.6%</b>	<b>1,034,370</b>	<b>917,773</b>	<b>(50,441)</b>
<b>215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL</b>								
<b>EXPENSE</b>								
<b>PERSONNEL</b>								
215-51010	SALARIES & WAGES	185,555	11,961	55,162	29.7%	130,393	32,347	22,816
215-51020	OVERTIME	-	-	-	0.0%	-	-	-
215-51030	LONGEVITY	144	24	96	67.0%	48	51	45
215-51031	CERTIFICATION PAY	-	-	-	0.0%	-	-	-
215-51036	CELL PHONE ALLOWANCE	600	50	227	37.8%	373	125	102
215-51040	SOCIAL SECURITY	13,817	882	4,202	30.4%	9,615	2,571	1,631
215-51050	HEALTH INSURANCE	24,976	2,187	9,008	36.1%	15,968	4,183	4,825
215-51061	WORKER'S COMPENSATION	619	49	228	36.8%	391	29	198
215-51070	RETIREMENT	25,981	1,744	7,946	30.6%	18,035	4,583	3,363
<b>*** EXPENSE CATEGORY TOTALS ***</b>		<b>251,691</b>	<b>16,897</b>	<b>76,868</b>	<b>30.5%</b>	<b>174,823</b>	<b>43,889</b>	<b>32,980</b>
<b>SUPPLIES AND MATERIALS</b>								
215-52010	OFFICE SUPPLIES/EQUIPMENT	3,000	81	633	21.1%	2,367	1,180	(547)
215-52020	POSTAGE	250	-	60	23.8%	191	-	60
215-52091	FURNITURE & OFFICE EQUIPMENT	2,000	-	575	28.8%	1,425	-	575
<b>*** EXPENSE CATEGORY TOTALS ***</b>		<b>5,250</b>	<b>81</b>	<b>1,268</b>	<b>24.1%</b>	<b>3,982</b>	<b>1,180</b>	<b>88</b>
<b>PROF/CONTRACTUAL SERV</b>								
215-53010	LEGAL SERVICES	55,000	1,620	21,106	38.4%	33,894	11,670	9,436
215-53020	AUDIT & ACCOUNTING SERVICES	5,000	-	436	8.7%	4,564	3,064	(2,628)
215-53030	PROFESSIONAL SERVICES	50,000	75	2,348	4.7%	47,652	4,000	(1,652)
215-53031	CONSULTANT SERVICES	20,000	-	-	0.0%	20,000	-	-
215-53041	CITY ISSUED CELL PHONES	-	-	-	0.0%	-	-	-
215-53090	IT SUPPORT	1,897	152	761	40.1%	1,136	914	(152)
215-53095	SOFTWARE MAINTENANCE	808	52	325	40.2%	483	418	(93)
215-53150	MARKETING SERVICES	50,000	9,970	23,478	47.0%	26,523	12,825	10,653
215-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	-	-
215-53315	VEHICLE LEASE FEES	-	-	-	0.0%	-	165	(165)
215-53330	CITY-PAID EXPENSES	-	-	-	0.0%	-	-	-



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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
215-53500	LEGAL NOTICES	6,000	-	-	0.0%	6,000	-	-
215-53501	COMMUNICATIONS	-	-	693	0.0%	(693)	297	396
215-53509	MEMBERSHIPS & SUBSCRIPTIONS	20,000	290	15,897	79.5%	4,103	7,131	8,766
215-53510	TRAVEL AND TRAINING	10,000	480	1,117	11.2%	8,883	157	961
215-53512	PRINTING SERVICES	-	-	-	0.0%	-	1,015	(1,015)
215-53514	TML INSURANCE	9,000	-	12,135	134.8%	(3,135)	6,827	5,308
215-53520	JANITORIAL SERVICES	9,000	3,275	4,500	50.0%	4,500	1,965	2,535
215-53617	PROJECTS SUPPORT GRANTS	800,000	100,000	100,000	12.5%	700,000	-	100,000
215-53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	-	-	0.0%	25,000	-	-
215-53663	COM DEV GRANT-GENERAL PROGRAM	75,000	-	-	0.0%	75,000	-	-
215-53664	BLDG IMPROVEMENT GRANT PROG	150,000	-	26,200	17.5%	123,800	-	26,200
215-53665	PRIOR YEAR BLDG IMPROV GRANTS	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		1,286,705	115,914	208,997	16.2%	1,077,708	50,447	158,550
MAINTENANCE & REPAIR								
215-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	6,821	34,565	34.6%	65,435	12,033	22,532
215-54120	EQUIPMENT REPAIR/MAINT EXP	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		100,000	6,821	34,565	34.6%	65,435	12,033	22,532
UTILITIES								
215-54500	UTILITIES - ELECTRIC	7,500	552	2,124	28.3%	5,376	2,679	(555)
215-54501	UTILITIES - WATER/SEWER	4,000	350	1,400	35.0%	2,600	1,293	107
215-54503	PHONES/INTERNET	4,000	414	2,052	51.3%	1,948	2,197	(146)
*** EXPENSE CATEGORY TOTALS ***		15,500	1,316	5,575	36.0%	9,925	6,170	(595)
OTHER/MISC.								
215-55002	EVENTS & PROMOTIONS	-	-	-	0.0%	-	-	-
215-55009	BUSINESS RETENTION/EXPANSION	15,000	-	308	2.1%	14,692	-	308
215-55066	COMMUNITY EVENTS	-	-	-	0.0%	-	100	(100)
215-55067	HOSPITAL DEMOLITION	-	-	-	0.0%	-	-	-
215-55200	MEETING MEALS	3,000	32	1,059	35.3%	1,941	864	195
*** EXPENSE CATEGORY TOTALS ***		18,000	32	1,367	7.6%	16,633	964	404
DEBT SERVICE								
215-56005	REVENUE BOND PRIN PAYMENT	455,481	47,729	42,042	9.2%	413,439	46,480	(4,437)
215-56050	INTEREST- BONDED DEBT	130,484	22,749	22,749	17.4%	107,736	21,830	918
215-56054	PAY/ESCROW AGENT FEES	30,000	30,000	55,340	184.5%	(25,340)	-	55,340
*** EXPENSE CATEGORY TOTALS ***		615,966	100,478	120,131	19.5%	495,835	68,310	51,821
CAPITAL OUTLAY								
215-58000	CAPITAL OUTLAY	55,936	2,338,481	2,338,481	4180.6%	(2,282,545)	-	2,338,481
*** EXPENSE CATEGORY TOTALS ***		55,936	2,338,481	2,338,481	4180.6%	(2,282,545)	-	2,338,481



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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
INTERFUND ACTIVITY								
215-59010	TRANSFER TO/FROM GENERAL FUND	48,404	2,614	13,071	27.0%	35,333	13,071	-
215-59570	TRANSFER TO FLEET FUND	<u>250</u>	<u>-</u>	<u>56</u>	<u>22.2%</u>	<u>194</u>	<u>-</u>	<u>56</u>
*** EXPENSE CATEGORY TOTALS ***		<u>48,654</u>	<u>2,614</u>	<u>13,127</u>	<u>27.0%</u>	<u>35,527</u>	<u>13,071</u>	<u>56</u>
*** TOTAL EXPENSE ***		<u>\$ 2,397,702</u>	<u>\$ 2,582,634</u>	<u>\$ 2,800,381</u>	<u>116.8%</u>	<u>\$ (402,679)</u>	<u>\$ 196,064</u>	<u>\$ 2,604,317</u>



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## NON MAJOR FUNDS SUMMARY

	200	240	250	251	252	260	270
	HOTEL	AIRPORT	MUNICIPAL COURT	MUNICIPAL	MUNICIPAL	PD FORFEITURE FUND	COMMUNITY FOREST
Beginning Fund Balance	\$ 1,393,016	\$ 29,056	\$ 75,562	\$ 55,426	\$ 73,037	\$ 69,664	\$ 2,877
<b>REVENUE</b>							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	-	-	-	-	-
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	3,726	3,075	9,099	-	-
LEASE/RENTAL REVENUE	-	11,838	-	-	-	-	-
CHARGES FOR SERVICE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	3,248	-
OTHER INCOME	286,510	3,847	1,065	782	1,548	2,139	102
INTERFUND ACTIVITY	-	128,180	-	-	-	-	-
<b>Total</b>	<b>286,510</b>	<b>143,865</b>	<b>4,791</b>	<b>3,857</b>	<b>10,647</b>	<b>5,387</b>	<b>102</b>
<b>EXPENSE</b>							
PERSONNEL	74,606	-	-	-	-	-	-
SUPPLIES AND MATERIALS	15,831	27,074	-	200	-	-	-
PROF/CONTRACTUAL SERV	47,194	23,239	-	-	-	-	9,870
MAINTENANCE & REPAIR	468	14,645	-	-	-	-	-
UTILITIES	6,204	3,837	-	-	-	-	-
OTHER/MISC.	189,239	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
INTERFUND ACTIVITY	13,082	655	-	-	-	-	-
<b>Total</b>	<b>346,624</b>	<b>69,450</b>	<b>-</b>	<b>200</b>	<b>-</b>	<b>-</b>	<b>9,870</b>
Surplus (Deficit)	(60,114)	74,414	4,791	3,657	10,647	5,387	(9,768)
Ending Fund Balance	\$ 1,332,902	\$ 103,470	\$ 80,353	\$ 59,083	\$ 83,684	\$ 75,050	\$ (6,891)

## NON MAJOR FUNDS SUMMARY

	271	280	290	400	740	770	
	PERPETUAL CEMETERY FUND	GRANTS	STREET MAINTENANCE / REPAIR TAX	GENERAL CIP FUND	EQUIPMENT REPLACEMENT	FLEET FUND	TOTAL NON MAJOR FUNDS
Beginning Fund Balance	\$ 232,103	\$ 21,766	\$ 746,530	\$ 22,084,037	\$ 834,893	\$ (77,634)	\$ 25,540,333
<b>REVENUE</b>							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	298,033	-	-	-	298,033
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	-	-	-	-	15,900
LEASE/RENTAL REVENUE	-	-	-	-	-	-	11,838
CHARGES FOR SERVICE	6,750	-	-	-	-	-	6,750
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	3,248
OTHER INCOME	3,073	298	-	332,928	-	39,576	671,869
INTERFUND ACTIVITY	-	-	-	-	-	337,397	465,577
<b>Total</b>	<b>9,823</b>	<b>298</b>	<b>298,033</b>	<b>332,928</b>	<b>-</b>	<b>376,973</b>	<b>1,473,215</b>
<b>EXPENSE</b>							
PERSONNEL	-	-	-	-	-	82,176	156,782
SUPPLIES AND MATERIALS	-	-	-	-	-	163,171	206,276
PROF/CONTRACTUAL SERV	-	-	-	-	-	5,548	85,851
MAINTENANCE & REPAIR	27,383	-	51,333	-	-	106,149	199,978
UTILITIES	-	-	-	-	-	4,649	14,690
OTHER/MISC.	-	-	-	-	-	-	189,239
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	105,212	-	15,936	121,147
INTERFUND ACTIVITY	-	-	-	-	-	-	13,737
<b>Total</b>	<b>27,383</b>	<b>-</b>	<b>51,333</b>	<b>105,212</b>	<b>-</b>	<b>377,628</b>	<b>987,700</b>
Surplus (Deficit)	(17,560)	298	246,700	227,717	-	(655)	485,515
Ending Fund Balance	\$ 214,543	\$ 22,064	\$ 993,231	\$ 22,311,754	\$ 834,893	\$ (78,289)	\$ 26,025,848



City of Palestine, Texas  
Summary of Cash and Investment Activity  
For the Month Ending: February 29, 2024

	Par Value	Book Value	Market Value	Ratio Market-to-Book Value	
<b>Beginning Balances</b>					
	\$ 24,961,863.77	\$ 24,961,863.77	\$ 24,961,863.77	100.00%	
Investments	36,538,188.92	36,538,188.92	36,538,188.92	100.00%	
<b>Total</b>	<b>\$ 61,500,052.69</b>	<b>\$ 61,500,052.69</b>	<b>\$ 61,500,052.69</b>	<b>100.00%</b>	
<b>Activity</b>					
Cash	(\$2,073,929.32)	(2,073,929.32)	(2,073,929.32)		
Investments					
Net Accretion & Amortization	(73,333.33)	(73,333.33)	(73,333.33)		
Purchases	1,500,000.00	1,500,000.00	1,500,000.00		
Maturities/Calls	-	-	-		
Changes to Market Value	-	-	(\$143,721.99)		
Withdrawals/Deposits	-	-	-		
Interest Earnings	\$134,917.02	\$134,917.02	\$134,917.02		
Net Monthly Activity	(\$512,345.63)	(512,345.63)	(656,067.62)		
<b>Ending Balances</b>					
Cash	22,887,934.45	22,887,934.45	22,887,934.45	100.00%	
Investments	38,099,772.61	38,099,772.61	37,956,050.62	99.62%	
<b>Total</b>	<b>\$ 60,987,707.06</b>	<b>\$ 60,987,707.06</b>	<b>\$ 60,843,985.07</b>	<b>99.76%</b>	



City of Palestine, Texas  
Summary of Cash and Investment Activity  
For the Month Ending: February 29, 2024

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Prosperity Bank - Cash	\$7,760,351		\$ 100.000	0.200%	\$7,760,351	\$ 7,760,351	\$ 7,760,351	\$ -	1
N/A	N/A	N/A	BNY Mellon - Cash Reserve	224,697		100.000	0.153%	224,697	224,697	224,697	-	1
N/A	N/A	N/A	TexSTAR - Local Government Investment Pool	8,959,053		100.000	5.040%	8,959,053	8,959,053	8,959,053	-	1
N/A	N/A	N/A	TexSTAR - General Obligation Bond 2014	10,431,401		100.000	5.040%	10,431,401	10,431,401	10,431,401	-	1
N/A	N/A	N/A	FNC - Cash, Money Funds, & Bank Deposits	110,637		100.000	0.010%	110,637	110,637	110,637	-	1
N/A	N/A	N/A	FNC PEDC - Cash, Money Funds, & Bank Deposits	24,830		100.000	0.010%	24,830	24,830	24,830	-	1
1/13/2022	1/13/2025	3130AQGT4	Bond - Federal Home Loan Bank	992,500		100.000	1.100%	992,500	992,500	965,650	(26,850)	319
2/18/2022	2/18/2025	3130AQRN5	Bond - Federal Home Loan Bank	997,000		100.000	1.150%	997,000	997,000	972,590	(24,410)	355
4/5/2022	4/5/2025	14042TFC6	CD - Capital One Bank	250,000		100.000	2.580%	250,000	250,000	243,493	(6,508)	401
2/18/2022	2/18/2025	05580AJ39	CD - BMW Bank North America	200,000		100.000	1.460%	200,000	200,000	193,250	(6,750)	355
1/21/2022	1/21/2025	38149MU35	CD - Goldman Sachs	250,000		100.000	2.080%	250,000	250,000	241,235	(8,765)	327
5/11/2022	5/19/2025	02007GRK1	CD - Ally Bank	250,000		100.000	3.100%	250,000	250,000	244,523	(5,478)	445
5/11/2022	5/19/2025	0258ACS9	CD - American Express	250,000		100.000	3.100%	250,000	250,000	244,543	(5,458)	445
5/11/2022	5/19/2025	140442RRH6	CD - Capital One National Bank	250,000		100.000	3.100%	250,000	250,000	244,543	(5,458)	445
5/11/2022	5/19/2025	61690UJ43	CD - Morgan Stanley Bank	250,000		100.000	3.150%	250,000	250,000	244,668	(5,333)	445
5/11/2022	5/19/2025	61768JJP9	CD - Morgan Stanley Private Bank	250,000		100.000	3.150%	250,000	250,000	244,668	(5,333)	445
5/25/2022	5/27/2025	06740KQN0	CD- Barclays Bank	250,000		100.000	3.050%	250,000	250,000	244,320	(5,680)	453
5/25/2022	5/27/2025	254673E69	CD - Discover Bank	250,000		100.000	3.100%	250,000	250,000	244,468	(5,533)	453
6/30/2022	8/30/2024	87164DTM2	CD - Synovus Bank	250,000		100.000	3.200%	250,000	250,000	247,520	(2,480)	183
6/30/2022	6/30/2025	90348J4C1	CD - UBS Bank	250,000		100.000	3.300%	250,000	250,000	244,818	(5,183)	487
7/22/2022	7/22/2025	87164XN36	CD - Synchrony Bank	250,000		100.000	3.050%	250,000	250,000	244,620	(5,380)	509
7/25/2022	7/25/2025	32022RRW9	CD - First Financial Bank	250,000		100.000	3.050%	250,000	250,000	243,795	(6,205)	512
9/28/2022	9/29/2025	307811EZ8	CD - Farmers & Merchants Bank	250,000		100.000	3.750%	250,000	250,000	245,948	(4,053)	578



City of Palestine, Texas  
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Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
9/29/2022	9/29/2025	8266GET7	CD - Signature Bank	250,000		100.000	4.050%	250,000	250,000	247,003	(2,998)	578
9/30/2022	9/30/2025	32112UEC1	CD - First National Bank	250,000		100.000	3.750%	250,000	250,000	245,895	(4,105)	579
9/30/2022	9/30/2025	52470QCA0	CD - Legacy Bank & Trust	250,000		100.000	4.000%	250,000	250,000	246,845	(3,155)	579
10/7/2022	4/7/2025	84229LAX0	CD - Southern Bank	250,000		100.000	3.740%	250,000	250,000	246,355	(3,645)	403
10/13/2022	10/14/2025	07815ACD7	CD - Bell St Bank & Trust	250,000		100.000	4.210%	250,000	250,000	247,435	(2,565)	593
10/14/2022	4/14/2025	620476BB6	CD - Mound City Bank	250,000		100.000	4.160%	250,000	250,000	247,623	(2,378)	410
10/26/2022	10/28/2024	23204HLJ5	CD - Customers Bank	250,000		100.000	4.510%	250,000	250,000	248,983	(1,018)	242
10/28/2022	10/28/2025	319477AN5	CD - First Citizens Bank & Trust	250,000		100.000	4.160%	250,000	250,000	249,478	(523)	607
11/15/2022	8/15/2024	66476QDC9	CD - Northern Bank & Trust	250,000		100.000	4.750%	250,000	250,000	249,498	(503)	168
9/20/2019	9/20/2025	182001541	CD - Prosperity Bank	166,319		100.000	1.900%	166,319	166,319	166,319	-	569
9/20/2020	9/20/2024	182001540	CD - Prosperity Bank	163,036		100.000	0.500%	163,036	163,036	163,036	-	204
9/27/2022	10/15/2024	62384RAQ9	CD - Mountain Amer Cr Un	249,000		100.000	4.750%	249,000	249,000	248,465	(535)	229
11/23/2022	11/24/2025	849061AA4	CD - Spokane Teachers Cr Un	248,000		100.000	5.000%	248,000	248,000	248,975	975	634
11/28/2022	5/28/2024	397129AJ6	CD - Greenwood Cr Un	248,000		100.000	4.950%	248,000	248,000	247,856	(144)	89
11/28/2022	11/28/2025	07181JAX	CD - Baxter Cr Un	248,000		100.000	4.950%	248,000	248,000	248,756	756	638
12/30/2022	12/30/2025	01882MAD4	CD - Alliant Cr Un	248,000		100.000	5.100%	248,000	248,000	249,535	1,535	670
12/23/2022	12/23/2024	9497634P8	CD - Wells Fargo Bank (PEDC)	249,000		100.000	4.750%	249,000	249,000	247,897	(1,103)	298
1/20/2023	7/22/2024	564759RU4	CD - Manufacturers & Traders Tr Co (PEDC)	244,000		100.000	4.600%	244,000	244,000	243,388	(612)	144
1/31/2023	7/31/2024	33651FAH2	CD - First Source Fed Cr Un	250,000		100.000	4.750%	250,000	250,000	249,585	(415)	153
2/15/2023	2/14/2025	369674CJ3	CD - General Electric Cr Un	248,000		100.000	5.000%	248,000	248,000	247,926	(74)	351
2/24/2023	2/24/2025	87868YAJ2	CD - Technology Cr Un San Jose	248,000		100.000	5.000%	248,000	248,000	247,916	(84)	361
3/8/2023	3/8/2028	011852AE0	CD - Alaska USA Fed Cr Un	249,000		100.000	4.600%	249,000	249,000	253,651	4,651	1469
3/10/2023	3/10/2028	92891CCZ3	CD - Vystar Cr Un	249,000		100.000	4.550%	249,000	249,000	253,206	4,206	1471





City of Palestine, Texas  
Summary of Cash and Investment Activity  
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Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
5/24/2023	5/27/2025	59001PAT6	CD - Meritrust Fed Cr Un	150,000		100.000	5.000%	150,000	150,000	150,842	842	453
5/30/2023	5/30/2025	67054NBG7	CD - Numerica Cr Un	250,000		100.000	5.000%	250,000	250,000	250,210	210	456
6/21/2023	6/22/2026	14919NAA8	CD - Catholic and Community Cr Un	250,000		100.000	5.300%	250,000	250,000	250,153	153	844
7/14/2023	7/14/2028	91739JAA3	CD - Utah First Fed Cr Un	249,000		100.000	4.750%	249,000	249,000	261,614	12,614	1597
5/12/2023	12/30/2024	3134GXB29	Bond - Federal Home Ln Mtg Corp (CIP)	4,962,500		100.000	4.000%	4,962,500	4,962,500	4,950,000	(12,500)	305
2/16/2024	2/14/2025	3135GAP62	Bond - Federal Natl Mtg Assn (CIP)	1,000,000		100.000	5.210%	1,000,000	1,000,000	997,380	(2,620)	351
2/28/2024	3/1/2027	01025RAP4	SH CTF - Alabama Cr Un	250,000		100.000	4.500%	250,000	250,000	252,083	2,083	1096
2/28/2024	3/1/2027	30960QAW7	SH CTF - Farmers ins Group Fed Cr Un	250,000		100.000	4.500%	250,000	250,000	252,083	2,083	1096
Totals/Weighted Average				\$46,119,325			3.653%	\$46,119,325	\$ 46,119,325	\$ 45,975,603	\$ (143,722)	180
Benchmark - 4 Weeks Coupon Equivalent- Treasury Bill Rate							5.400%					



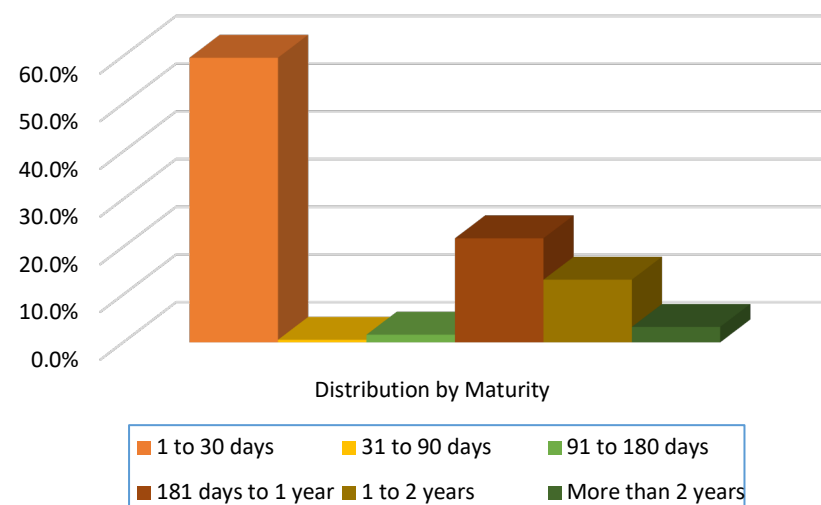
# City of Palestine, Texas

## Summary of Cash and Investment Activity

### For the Month Ending: February 29, 2024

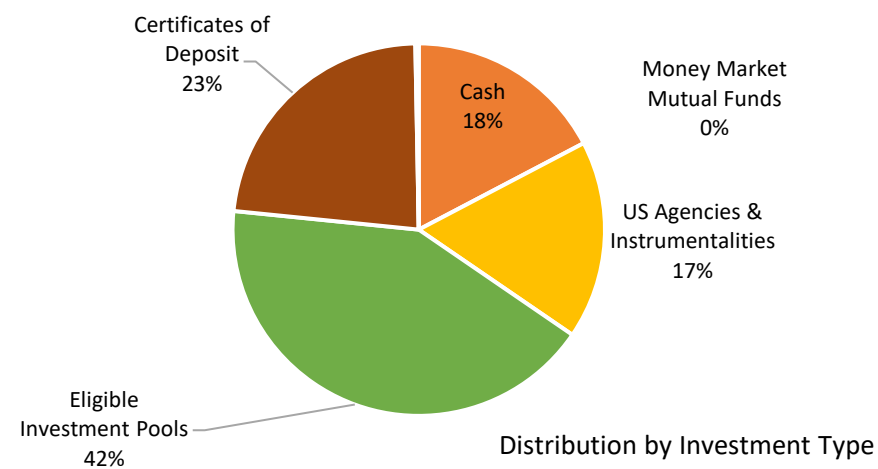
#### Distribution by Maturity

	Par Value	Percent
1 to 30 days	\$27,510,969	59.7%
31 to 90 days	248,000	0.5%
91 to 180 days	744,000	1.6%
181 days to 1 year	10,059,036	21.8%
1 to 2 years	6,060,319	13.1%
More than 2 years	1,497,000	3.2%
	<u>\$ 46,119,325</u>	<u>100.0%</u>



#### Distribution by Investment Type

	Book Value	Percent
Cash	\$7,985,048	17.3%
US Agencies & Instrumentalities	7,952,000	17.2%
Eligible Investment Pools	19,390,455	42.0%
Certificates of Deposit	10,656,355	23.1%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds	135,467	0.3%
Repurchase Agreements	-	0.0%
	<u>\$ 46,119,325</u>	<u>100.0%</u>






City of Palestine, Texas  
Cash and Investment Distribution by Fund  
For the Month Ending: February 29, 2024

Transaction Information		010	200	215	240	250	251	252
Description	Security Type	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECON. DEV. CORP. (PEDC)	AIRPORT FUND	MUNICIPAL COURT - BLDG. SECURITY	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY
TexSTAR	Investment Pool	\$ 6,275,697	\$ 444,020	\$ 1,017,059	\$ 66,903	\$ 27,163	\$ 19,973	40,679
FNC/Pershing	Cash, Money Funds, & Bank Dep.	\$ 79,132	\$ 5,599	\$ 37,655	\$ 844	\$ 343	\$ 252	513
CD's	Certificates of Deposit	\$ 7,984,520	\$ 564,924	\$ 1,786,996	\$ 85,120	\$ 34,559	\$ 25,412	51,756
Total of Investments		14,339,350	1,014,543	2,841,709	152,866	62,065	45,636	92,948
Cash		1,793,282	543,744	19,117	7,762	5,707	11,624	15,338
Total Investments & Cash		16,132,632	1,558,287	2,860,826	160,628	67,772	57,261	108,286

Transaction Information		260	270	271	280	281	290	310
Description	Security Type	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
TexSTAR	Investment Pool	53,677	(2,329)	72,525	7,459	-	295,565	12,970
FNC/Pershing	Cash, Money Funds, & Bank Dep.	677	(29)	914	94	-	3,727	164
CD's	Certificates of Deposit	68,293	(2,964)	92,273	9,490	-	376,045	16,502
Total of Investments		122,647	(5,322)	165,712	17,043	-	675,337	29,635
Cash		20,724	126,879	2,131	-	-	84,458	(666)
Total Investments & Cash		143,371	121,557	167,843	17,043	\$ -	\$ 759,795	28,969

Transaction Information		400	610	620	740	770	TOTAL
Description	Security Type	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION	EQUIPMENT REPLACEMENT FUND	FLEET FUND	
TexSTAR	Investment Pool	10,453,338	660,592	(73,215)	-	18,379	19,390,455
FNC/Pershing	Cash, Money Funds, & Bank Dep.	277	5,999	(923)	-	232	135,467
CD's	Certificates of Deposit	9,990,410	605,288	(93,151)	-	23,383	21,618,855
Total of Investments		20,444,024	1,271,880	(167,290)	-	41,994	41,144,777
Cash		5,252	360,641	(20,921)	3,706	6,268	2,985,048
Total Investments & Cash		\$ 20,449,276	\$ 1,632,521	\$ (188,211)	\$ 3,706	\$ 48,262	\$ 44,129,825



City of Palestine, Texas

Summary of Investment Earnings by Fund

For the Month Ending: February 29, 2024

Description	010	200	215	240	250	251	252
	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECONOMIC DEV. CORP. (PEDC)	AIRPORT	MUNICIPAL COURT - BLDG SECURITY FUND	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY FEES
Bank Interest	344.88	24.40	175.51	3.68	1.49	1.10	2.24
TexSTAR	24,992.24	1,768.26	4,050.32	266.43	108.17	79.54	162.00
FNC/Pershing	262.34	18.56	1,077.95	2.80	1.14	0.83	1.70
CD's	21,099.58	1,492.84	4,249.83	224.93	91.33	67.15	136.77
Total	46,699.05	3,304.07	9,553.61	497.84	202.13	148.62	\$ 302.70

Description	260	270	271	280	281	290	310
	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
Bank Interest	2.95	(0.13)	3.99	0.41	-	16.24	0.71
TexSTAR	213.76	(9.28)	288.82	29.70	-	1,177.05	51.65
FNC/Pershing	2.24	(0.10)	3.03	0.31	-	12.36	0.54
CD's	180.47	(7.83)	243.84	25.08	-	993.72	43.61
Total	399.43	(17.33)	539.68	55.50	-	2,199.37	96.51

Description	400	610	620	740	770	TOTAL
	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION FUND	EQUIPMENT REPLACEMENT FUND	FLEET FUND	
Bank Interest	1.21	368.98	(4.02)	-	1.01	944.65
TexSTAR	43,857.81	2,670.22	(291.57)	-	73.19	79,488.33
FNC/Pershing	0.92	19.89	(3.06)	-	0.77	1,402.22
CD's	17,346.08	1,599.51	(246.16)	-	61.79	47,602.55
Total	\$ 61,206.02	\$ 4,658.60	\$ (544.81)	\$ -	\$ 136.76	\$ 129,437.75

This monthly report is in full compliance with the investment strategies as established in the City's Investment Policy and the Public Funds Investment Act, Chapter 2256, Texas Government Code.



Andrew Sibai  
 Finance Director



Agenda Date: March 25, 2024  
To: City Council  
From: Mark Harcrow, Chief of Police  
Agenda Item: Police Department Monthly Reports  
Date Submitted: 03/20/2024

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**SUMMARY:**

Monthly Reports for the Police Department for February 2024.

**RECOMMENDED ACTION:**

Report only.

**CITY MANAGER APPROVAL:**

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**Attachments**

CID Stats feb 24  
PPD Stats Feb 24  
PLACE Stats Feb 24



# PALESTINE POLICE DEPARTMENT

CID Council Report

Printed on March 4, 2024

Offense	Disposition	Disposition Date
<b>Cleared Exceptionally - Victim Refused to Cooperate</b>		
LOST PROPERTY	Cleared Exceptionally -	02/21/24
ASSAULT	Cleared Exceptionally -	02/15/24
BURGLARY OF VEHICLE	Cleared Exceptionally -	02/01/24
ASSAULT	Cleared Exceptionally -	02/28/24
IDENTITY THEFT	Cleared Exceptionally -	02/28/24
SHOTS FIRED	Cleared Exceptionally -	02/28/24

## **Cleared Exceptionally - Victim Refused to Cooperate Total: 6**

### **Closed**

INJURY TO A CHILD/ELDERLY/DISABLED	Closed	02/26/24
ASSAULT	Closed	02/06/24
TERRORISTIC THREAT	Closed	02/06/24
SHOTS FIRED	Closed	02/06/24
AGENCY ASSIST	Closed	02/08/24
ASSAULT	Closed	02/01/24
AGENCY ASSIST	Closed	02/22/24
AGENCY ASSIST	Closed	02/23/24

## **Closed Total: 8**

### **DA Ready**

UNAUTHORIZED USE OF MOTOR VEHICLE	DA Ready	02/23/24
ASSAULT	DA Ready	02/05/24
CUSTODIAL INTERFERENCE	DA Ready	02/05/24
Traffic Stop	DA Ready	02/22/24
INDECENT EXPOSURE	DA Ready	02/20/24
BURGLARY OF VEHICLE	DA Ready	02/08/24
POSSESSION CONTROLLED SUBSTANCE	DA Ready	02/01/24
POSSESSION OF MARIJUANA	DA Ready	02/29/24
INJURY TO A CHILD/ELDERLY/DISABLED	DA Ready	02/20/24
SEX OFFENSE	DA Ready	02/20/24
INJURY TO A CHILD/ELDERLY/DISABLED	DA Ready	02/20/24
SEX OFFENSE	DA Ready	02/27/24

## **DA Ready Total: 12**

### **Referred to DA**

ASSAULT	Referred to DA	02/06/24
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## **Referred to DA Total: 1**

## **Total Records: 27**

**Offense**

**Disposition**

**Disposition Date**

# Palestine Police Department Monthly Activity Report

Date Reported: 2/1/2024 – 2/29/2024



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

	MONTH			YEAR TO DATE		
Reported Offenses	February 2024	February 2023	% Diff	February 2024	February 2023	% Diff
	128	114	11%	238	243	2%
Arrests	February 2024	February 2023	% Diff	February 2024	February 2023	% Diff
	93	97	4%	171	161	6%
Calls for Service	February 2024	February 2023	% Diff	February 2024	February 2023	% Diff
	1576	1541	2%	2956	3031	3%
Traffic	February 2024	February 2023	% Diff	February 2024	February 2023	% Diff
Crash Reports	23	36	56%	58	69	19%
Citations	205	249	21%	393	546	39%
Warnings	348	389	12%	586	716	22%





Palestine Police Department  
P.L.A.C.E. Team Activity Report

504 North Queen Street  
Palestine, Texas 75801

**February 2024**

**Code Violations**

Maintenance of Property	11
Trash / Rubbish	3
Tall Weeds and Grass	23
Vehicles / Trailers	25
Other Violation	96
Animal Control	6
Illegal Dump Sites	4
Estimated Total Weight	770

**Violation Status**

Compliant upon Contact	93
Non-Compliance	59
Citations	0
Municipal Court	0

**Known Expenditures**

Properties Cleaned	0
Property Liens	0
Community Service Persons	13
Total Accumulated Hours	104

**Litter Abatement**

Total # Dump Sites	13
Estimated Total Weight	3200 lbs

**Animal Control**

Total Calls for Month	289
Bites / Quarantine	4
Emergency Calls – OT	3
Citations	22
Warnings	8



Agenda Date: March 25, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: February 2024 Utility Billing Monthly Report  
Date Submitted: 03/22/2024

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**SUMMARY:**

February 2024 Utility Billing Monthly Report

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

---

**Attachments**

February 2024 UB Monthly Summary  
February 2024 UB Trend Report



Date: March 21, 2024

To: City Council  
Andrew Sibai

From: Dilcia Alberto

Subject: February 2024 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	1,758	23,193	294,401.08	167.46
2	1,588	10,539	240,172.23	151.24
3	2,058	15,571	301,755.17	146.63
4	1,432	14,968	314,724.12	219.78
5	26	N/A	3,998.18	153.78
6	3	66,940	2,008.20	669.40
<b>Totals</b>	6,865	131,211	1,157,058.98	168.54

\* 5= Trash Only 6= Septage

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

Cycle	# of Customers	Late fee \$	Avg. Per Bill \$
1	379	5,197.83	13.71
2	336	5,195.53	15.46
3	493	9,334.90	18.93
4	373	8,272.86	22.18
<b>Totals</b>	1,581	28,001.12	17.71

**CUT OFF:** A red 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	Cut off Fees Posted \$
4	46	2,300.00
1	40	2,000.00
2	67	3,350.00
3	86	3,500.00
<b>Totals</b>	218	10,900.00







Agenda Date: March 25, 2024  
To: City Council  
From: Christophe Trahan, Economic Development Director  
Agenda Item: PEDC Monthly Report February/March 2024  
Date Submitted: 03/19/2024

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**SUMMARY:**

February/March Economic Development Monthly Report

**RECOMMENDED ACTION:**

No action recommended.

**CITY MANAGER APPROVAL:**

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**Attachments**

PEDC Report Feb - Mar 2024



## Economic Development Activities- February/March 2024

### New Business/Investment

- Meetings held with multiple downtown building owners to discuss proposals to PEDC's Downtown Grant program.
- Met with retail developer on 3/7/24 to discuss ongoing and potential retail projects in Palestine.
- Visited Farmer's Branch, Tx with Palestine City Council members on 3/6/23 to participate in a ground-breaking ceremony for Builders of Hope—a residential in-fill program spearheaded by Farmer's Branch city council.

### Prospects

PEDC March leads: 0

No. of open leads

13

### Marketing – Mktg Analyst Will James

- Produced a half-page ad for the Q2 issue of Trade & Industry Magazine promoting the city of Palestine and the Willow Creek Business Park.
- PEDC Board Members & staff Marketing Analyst participated in the grand opening of LS Tractor USA on 3/6/24. PEDC Vice President Dan Bochsler presented the check for the approved PEDC Incentive Grant during the ceremony.
- PEDC partnered with the Trinity Valley Small Business Development Center to host a Small Business Seminar on Social Media Branding at the TVCC Palestine Campus on 3/7/24. 25 small business owners were in attendance.

### Administration

- Executed loan documents with Government Capital Corporation for a taxable note on 2/16/24.
- Closed on subject property for Project Short Line on 2/20/24.
- Attended the TEDC Winter Conference in San Antonio from 2/21 – 2/23.

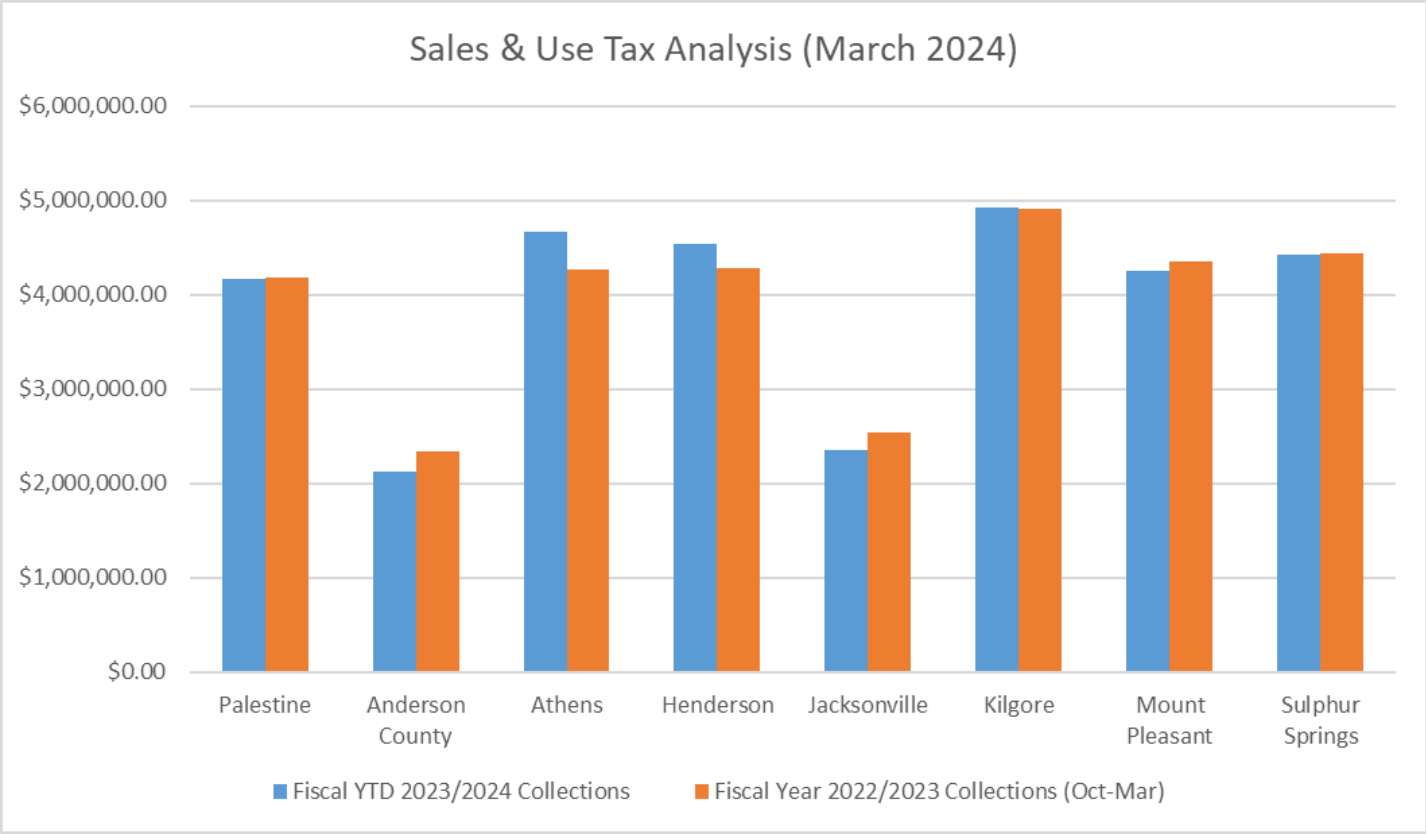
Economic Climate

➤ Retail Sector

Palestine, Anderson County & Index Cities  
Fiscal Year Comparisons

Collection:	Period	Net Payment	Net Payment	Net Change
		Current Year 2023/2024	Prior Year 2022/2023	
Palestine	Mar	\$587,662.72	\$585,897.17	0.3%
	Fiscal YTD	\$4,164,062.86	\$4,176,180.77	-0.3%
Anderson County	Mar	\$323,797.25	\$292,621.41	9.6%
	Fiscal YTD	\$2,121,761.26	\$2,344,005.88	-10.5%
Athens	Mar	\$0.00	\$640,340.26	-100.0%
	Fiscal YTD	\$4,672,002.86	\$4,270,648.78	8.6%
Henderson	Mar	\$634,733.04	\$554,454.94	12.6%
	Fiscal YTD	\$4,533,004.06	\$4,286,144.56	5.4%
Jacksonville	Mar	\$372,923.28	\$370,681.59	0.6%
	Fiscal YTD	\$2,347,921.15	\$2,539,868.47	-8.2%
Kilgore	Mar	\$704,427.88	\$783,516.89	-11.2%
	Fiscal YTD	\$4,917,894.22	\$4,914,897.13	0.1%
Mount Pleasant	Mar	\$617,183.90	\$639,122.77	-3.6%
	Fiscal YTD	\$4,250,508.84	\$4,346,140.35	-2.2%
Sulphur Springs	Mar	\$652,058.77	\$653,603.68	-0.2%
	Fiscal YTD	\$4,425,125.75	\$4,441,417.73	-0.4%

\* Source: *Texas Comptroller of Public Accounts*  
\* Note: All Net Payments represent collections conducted approx. 2 months prior





➤ **Workforce Data**

**Unemployment Rates in Anderson & Index Counties – January 2024:**

Anderson County – 3.7%

State of Texas – 4.1%

Henderson County – 4.1%

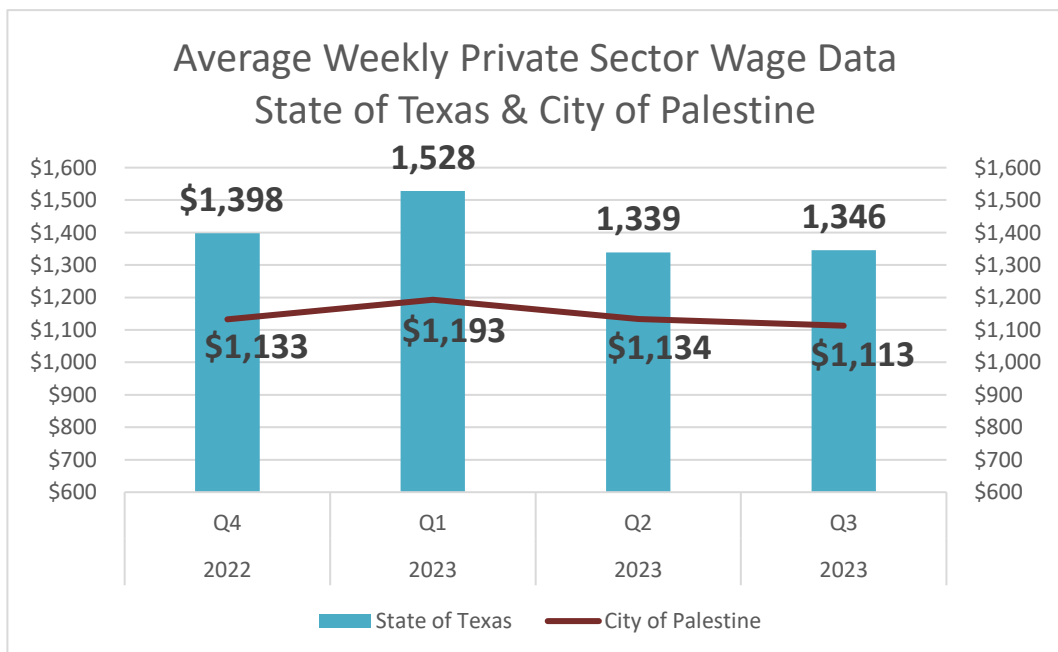
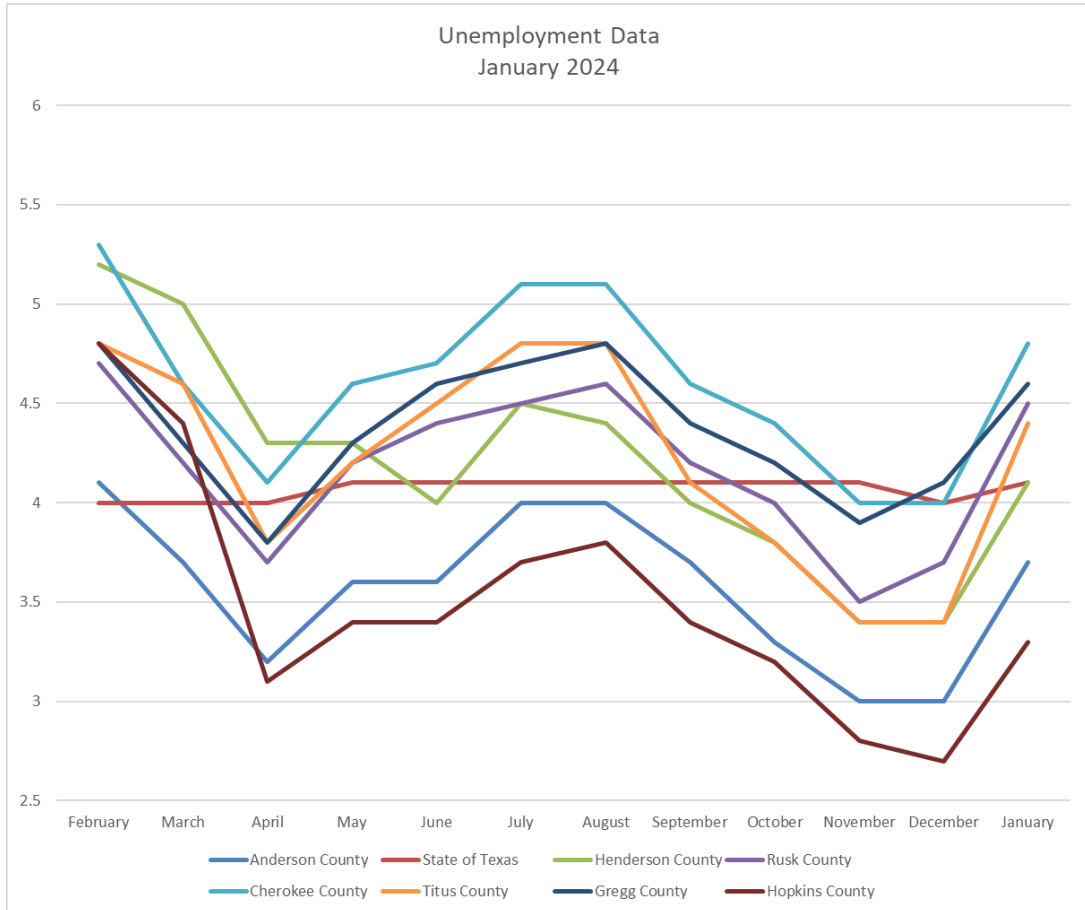
Rusk County – 4.5%

Cherokee County – 4.8%

Titus County – 4.4%

Gregg County – 4.6%

Hopkins County – 3.3%





Agenda Date: March 25, 2024

To: City Council

From: April Jackson, City Secretary

Agenda Item: Consider approval of minutes of the Work Session and Regular Agenda of March 12, 2024

Date Submitted: 03/22/2024

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**SUMMARY:**

Consider approval of minutes of the Work Session and Regular Agenda of March 12, 2024.

**RECOMMENDED ACTION:**

Staff recommends approval of minutes of the Work Session and Regular Agenda of March 12, 2024.

**CITY MANAGER APPROVAL:**

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**Attachments**

March 12, 2024, Minutes

# DRAFT



## MINUTES

The City Council of the City of Palestine convened for a regular meeting on March 12, 2024, at 4:30 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 members present:

Present: Mitchell Jordan, Mayor; Krissy Clark, Mayor Pro Tem; Ava Harmon, Council Member; James Smith, Council Member; Kenneth Davidson, Council Member

Absent: Sean Conner, Council Member; Christopher Gibbs, Council Member

Also Present: Teresa Herrera, City Manager; Rezzin Pullum, City Attorney; April Jackson, City

Secretary; Christophe Trahan, EDC Director; Andrew Sibai, Finance Director; Shannon Davis, Fire Chief; Lisa Cariker, Human Resource Director; Ana Sanchez, Library Director; Patsy Smith, Parks & Recreation Director; Susan Davis, Planning Tech; Richard Johnson, Assistant Police Chief; Jason Shelton, Utilities Supervisor; Cassie Boyd, Tourism Marketing Manager

## WORK SESSION

With a quorum present, Mayor Jordan called the Work Session to order at 4:31 p.m.

1. Presentation by Sustainability Partners regarding funding capital projects. Mitchell Jordan, Mayor

Eric Street and Nathan Nguyen of Sustainability Partners, LLC, presented their program for funding infrastructure needs. Staff requested a list of references and their Master Utility Service Agreement. Staff will also schedule a meeting with Sustainability Partners' financial staff to discuss funding further.

2. Discussion regarding Equipment Donation Agreement with Bell Textron Inc. for helicopter donation. Mitchell Jordan, Mayor

Mayor Jordan gave a presentation regarding a project to refurbish a donated UH-1H Airframe and create a display honoring veterans of the Vietnam War. Mr. Jordan presented pictures of Curtis Fitzgerald and Vietnam veterans during combat in the Vietnam War and an example of the proposed display. The project cost is estimated at \$50,000.00 to \$100,000.00, and the goal is to complete it before Veterans Day. Mayor Jordan requested that the City of Palestine assist with up to \$100,000.00 in funding to complete the project. City Manager Herrera recommended discussing funding for the project during the preparations for the Fiscal Year 2024-2025 budget due to funds not being allocated for the project in the current fiscal year 2023-2024 budget. Mayor Jordan proposed utilizing a portion of the \$1 million allocated for the renovation of the Athletic Complex if the City decides to use Sustainability Partners to fund the renovation of the Athletic Complex. Ms. Herrera confirmed that the City accepted the donation of the helicopter on January 18, 2023. In previous discussions held in January 2023, Mayor Pro

Tem Clark reported that City Council was informed that refurbishing the helicopter would cost up to \$200,000.00, and no final destination was confirmed for the display. Council requested an exact cost to refurbish the helicopter and more information regarding the amounts committed by potential donors.

With no other business to come before Council, the Work Session was adjourned at 5:36 p.m.

## **REGULAR MEETING**

### **A. CALL TO ORDER**

Mayor Jordan called the Regular Meeting to order at 5:48 p.m.

### **B. INVOCATION AND PLEDGE OF ALLEGIANCE**

Geoffrey Lightsey of the First Methodist Church of Palestine gave the invocation, which was followed by the Pledge of Allegiance.

### **C. PROPOSED CHANGES OF AGENDA ITEMS**

There were no proposed changes to agenda items.

### **D. PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS**

There were no public comments.

### **E. CONFLICT OF INTEREST DISCLOSURES**

No action was taken.

### **F. CITY MANAGER'S REPORT**

City Manager Herrera reported on the following: the City-Wide Spring Cleanup, the Solar Eclipse Viewing Event at Reagan Park, the Dogwood Trails Festival and Parade, the opening day of the Farmers Market, and the Municipal Court Warrant Reduction Month. Ms. Herrera informed Council that a public hearing would be held at the next City Council meeting to receive citizen input regarding Community Forest harvesting activities. Council would consider approval of the proposal from Mike Cline of Cline & Barnett Consulting Foresters LLC at the next Council meeting.

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

The following departmental reports were provided:

1. January 2024 Tourism Monthly Report
2. January 2024 Financial Statement
3. January 2024 Utility Billing Monthly Report
4. February 2024 Development Services Monthly Report
5. February 2024 Fire Monthly Report
6. February 2024 Library Monthly Report
7. February 2024 Municipal Court Monthly Report

8. February 2024 Parks and Recreation/Facility Maintenance Monthly Report
9. February 2024 Public Works Monthly Report

G. **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 Agenda of February 26, 2024. April Jackson, City Secretary
2. Consider approval of a resolution authorizing the submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Downtown Revitalization Program. Teresa Herrera, City Manager (**Resolution No. R-11-24**)
3. Consider approval of expenditures over \$25,000.00. Andrew Sibai, Finance Director
4. Consider approval of the Interlocal Contract between Palestine Independent School District and the City of Palestine for the renovations and improvements of the Athletic Complex. Patsy Smith, Parks and Rec. Director
5. Consider approval of a resolution authorizing the City to enter into an agreement with the State of Texas for the temporary closure of State Highways for the Dogwood Festival Parade. Cassie Boyd, Tourism Marketing Manager (**Resolution No. R-12-24**)
6. Consider approval of the 2024 Swimming Pool Schedule for Steven Bennett Aquatic Center. Patsy Smith, Parks and Recreation Director
7. Consider awarding bid RFP 2024-002 - Waterline replacement (Labor Only) on Dorrance Street to McKinney & Moore of Texas, LP in the amount of \$267,094.73. Kevin Olson, PW Director

Motion by Council Member Ava Harmon, seconded by Mayor Pro Tem Krissy Clark to approve the Consent Agenda as presented, adopting **Resolution No. R-11-24** and **Resolution No. R-12-24**.

**Vote:** 5 - 0 - Unanimously

H. **REGULAR AGENDA**

1. Discussion and possible action regarding funding through Sustainability Partners. Mitchell Jordan, Mayor

Discussion was held during the Work Session. No action was taken.

2. Discussion regarding Equipment Donation Agreement with Bell Textron Inc. for helicopter donation. Mitchell Jordan, Mayor

Discussion was held during the Work Session. More information and figures will be provided at a later date to be considered by City Council. No action was taken.

3. Discussion and possible action regarding a resolution creating a Citizens Charter Review Committee. Teresa Herrera, City Manager (**Resolution No. R-13-24**)

City Manager Herrera requested approval of a resolution creating the Citizen Charter Review Committee. The committee will comprise seven members appointed by each council member, one member appointed by the mayor, and one alternate member chosen

at large by the mayor. Each member will be a resident of the city, provided that up to three members may reside outside the city limits within Anderson County. Committee members who reside outside the city limits must be business owners within the city of Palestine. Staff recommended confirming the appointments of the committee member nominations at the next Council meeting, and the committee will begin meeting as early as April 8, 2024. The committee will continue to meet regularly until January 31, 2025, and provide its final recommendations to Council.

Motion by Mayor Pro Tem Krissy Clark, seconded by Council Member Kenneth Davidson to approve the item as presented, adopting **Resolution No. R-13-24**.

**Vote:** 5 - 0 - Unanimously

**I. MAYOR'S REPORT**

Mayor Jordan spoke about National Women's History Month, the City-Wide Spring Cleanup, volunteers for the City-Wide Cleanup, the He is Risen Easter Egg Hunt, the Sports Black History Program, and the achievements of Westwood I.S.D. High School's basketball and track teams.

**J. ITEMS FROM COUNCIL**

Council Members Davidson, Harmon, and Mayor Pro Tem Clark thanked Ernie Williams for inviting City Council to the Builders of Hope Grand Opening at Pepper Park in Farmers Branch, Texas, and discussed the Builders of Hope Program.

Council Member Smith spoke about attending the LS Tractor USA grand opening and a training seminar on Freedom Audits by Bojorquez Law Firm. He encouraged the community to recognize and honor veterans.

Mayor Pro Tem Clark recognized employees from LS Tractor USA for visiting and supporting a local restaurant in Palestine.

**K. ADJOURNMENT**

With no other business to come before Council, the meeting was adjourned at 6:09 p.m.

PASSED AND APPROVED THIS 25TH DAY OF MARCH 2024.

---

Mitchell Jordan, Mayor

ATTEST:

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April Jackson, City Secretary



Agenda Date: March 25, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Body-Worn Camera Grant Program Fiscal Year 2024-2025  
Date Submitted: 03/19/2024

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**SUMMARY:**

Consider approving a resolution authorizing the Palestine Police Department to apply for a Body-Worn Camera Grant through the Office of the Governor of the State of Texas Public Safety Office. The Body-Worn Camera Grant provides funding for obtaining body-worn cameras, digital video storage and retrieval systems, or cloud-based services. Subscriptions and/or leasing services that fall within the 12-month performance period are eligible. Funding may only be used to equip officers who engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or primary responders who respond directly to calls for assistance from the public.

Funding will be used to purchase 17 Watchguard V700, replacing the police department's current body-worn cameras. The current body-worn cameras are outdated and no longer available for purchase. This grant has no minimum or maximum fund requirement. The grant application is in the amount of \$33,702.20, with a 25% match requirement by the City of Palestine for approximately \$8,425.55. Projects must begin on or after September 1, 2024, and may not exceed a 12-month project period.

**RECOMMENDED ACTION:**

Staff recommends that a resolution be approved authorizing the Palestine Police Department to apply for a Body-Worn Camera Grant through the Office of the Governor of the State of Texas Public Safety Office.

**CITY MANAGER APPROVAL:**

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**Attachments**

Resolution

## **RESOLUTION NO. R--24**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AUTHORIZING THE PALESTINE POLICE DEPARTMENT TO APPLY FOR A BODY-WORN CAMERA GRANT THROUGH THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS PUBLIC SAFETY OFFICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Palestine City Council finds it in the best interest of the citizens of Palestine, Texas, that the Body-Worn Camera Grant awarded by the Office of the Governor of the State of Texas be operated for the fiscal year of 2024-2025; and

**WHEREAS,** the City of Palestine agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Palestine assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS,** the City of Palestine designates Teresa Herrera, the City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

**SECTION 1.** The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

**SECTION 2.** The City of Palestine approves the submission of the grant application for the Body-Worn Camera Grant to the Office of the Governor and the City Manager is authorized to execute all necessary documents to comply with this Resolution.

**SECTION 3.** The grant application shall be in the amount of \$33,702.20 with a 25% match by the City of Palestine of approximately \$8,425.55.

**SECTION 4.** Should any section, paragraph, sentence, clause, phrase, or word of this Resolution be declared unconstitutional or invalid for any purpose, the remainder of the Resolution shall not be affected thereby.

**SECTION 5.** This Resolution shall take effect immediately upon its passage and publication.

**SECTION 6.** It is officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law.

*[The remainder of this page was intentionally left blank; signatures are on the following page.]*



**PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine,  
Texas, on this the 25th day of March 2024.**

---

MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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APRIL JACKSON  
CITY SECRETARY

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REZZIN PULLUM  
CITY ATTORNEY

DRAFT



Agenda Date: March 25, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Bullet-Resistant Shield Grant Program for Fiscal Year 2024-2025  
Date Submitted: 03/19/2024

---

**SUMMARY:**

Consider approving a resolution authorizing the Palestine Police Department to apply for a Bullet-Resistant Shield Grant through the Office of the Governor of the State of Texas Public Safety Office. The Bullet-Resistant Shield Grant provides funding for obtaining bullet-resistant shields compliant with the National Institute of Justice (NIJ) Level III, III+, or IV.

Funding will be used to purchase three ballistic shields: one Level III and two R1+Level III++ shields. These shields will replace the emergency response team's outdated shields. This grant has no minimum or maximum fund requirement or match requirement. The grant application is in the amount of \$22,135.31. Projects must begin on or after September 1, 2024, and may not exceed a 12-month project period.

**RECOMMENDED ACTION:**

Staff recommends that a resolution be approved authorizing the Palestine Police Department to apply for a Bullet-Resistant Shield Grant through the Office of the Governor of the State of Texas Public Safety Office.

**CITY MANAGER APPROVAL:**

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**Attachments**

Resolution

**RESOLUTION NO. R--24**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AUTHORIZING THE PALESTINE POLICE DEPARTMENT TO MAKE AN APPLICATION FOR A BULLET-RESISTANT SHIELD GRANT THROUGH THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS PUBLIC SAFETY OFFICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Palestine City Council finds it in the best interest of the citizens of Palestine, Texas, that the Bullet-Resistant Shield Grant awarded by the Office of the Governor of the State of Texas be operated for the fiscal year of 2024; and

**WHEREAS,** the City of Palestine agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Palestine assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS,** the City of Palestine designates Teresa Herrera, the City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

- SECTION 1.** The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
- SECTION 2.** The City of Palestine approves the submission of the grant application for the Bullet-Resistant Shield Grant to the Office of the Governor and the City Manager is authorized to execute all necessary documents to comply with this Resolution.
- SECTION 3.** The grant application shall be in the amount of \$22,135.31.
- SECTION 4.** Should any section, paragraph, sentence, clause, phrase, or word of this Resolution be declared unconstitutional or invalid for any purpose, the remainder of the Resolution shall not be affected thereby.
- SECTION 5.** This Resolution shall take effect immediately upon its passage and publication.
- SECTION 6.** It is officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law.

*[The remainder of this page was intentionally left blank; signatures are on the following page.]*

**PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine,  
Texas, on this the 25th day of March 2024.**

---

MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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APRIL JACKSON  
CITY SECRETARY

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REZZIN PULLUM  
CITY ATTORNEY



Agenda Date: March 25, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Rifle-Resistant Body Armor Grant Program for Fiscal Year 2024-2025  
Date Submitted: 03/19/2024

---

**SUMMARY:**

Consider approval of a resolution authorizing the Palestine Police Department to apply for a Rifle-Resistant Body Armor Grant through the Office of the Governor of the State of Texas Public Safety Office. The Rifle-Resistant Body Armor Grant provides funding for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

Funding will be used to purchase new body armor to outfit a 12-member emergency response team. This grant has no minimum or maximum fund requirement or match requirement. The grant application is in the amount of \$58,713.96. Projects must begin on or after September 1, 2024, and may not exceed a 12-month project period.

**RECOMMENDED ACTION:**

Staff recommends that a resolution be approved authorizing the Palestine Police Department to apply for a Rifle-Resistant Body Armor Grant through the Office of the Governor of the State of Texas Public Safety Office.

**CITY MANAGER APPROVAL:**

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**Attachments**

Resolution

**RESOLUTION NO. R--24**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AUTHORIZING THE PALESTINE POLICE DEPARTMENT TO MAKE AN APPLICATION FOR A RIFLE-RESISTANT BODY ARMOR GRANT THROUGH THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS PUBLIC SAFETY OFFICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Palestine City Council finds it in the best interest of the citizens of Palestine, Texas, that the Rifle Resistant Body Armor Grant awarded by the Office of the Governor of the State of Texas be operated for the fiscal year of 2024; and

**WHEREAS,** the City of Palestine agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Palestine assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS,** the City of Palestine designates Teresa Herrera, the City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

- SECTION 1.** The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
- SECTION 2.** The City of Palestine approves the submission of the grant application for the Rifle-Resistant Body Armor Grant to the Office of the Governor and the City Manager is authorized to execute all necessary documents to comply with this Resolution.
- SECTION 3.** The grant application shall be in the amount of \$58,713.96.
- SECTION 4.** Should any section, paragraph, sentence, clause, phrase, or word of this Resolution be declared unconstitutional or invalid for any purpose, the remainder of the Resolution shall not be affected thereby.
- SECTION 5.** This Resolution shall take effect immediately upon its passage and publication.
- SECTION 6.** It is officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law.

*[The remainder of this page was intentionally left blank; signatures are on the following page.]*

**PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine,  
Texas, on this the 25th day of March 2024.**

---

MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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APRIL JACKSON  
CITY SECRETARY

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REZZIN PULLUM  
CITY ATTORNEY



Agenda Date: March 25, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Criminal Justice Grant Program for Fiscal Year 2024-2025  
Date Submitted: 03/19/2024

---

**SUMMARY:**

Consider approving a resolution authorizing the Palestine Police Department to apply for a Criminal Justice Grant through the Office of the Governor of the State of Texas Public Safety Office. The Criminal Justice Grant provides funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice purposes.

Funding will be used to purchase 15 Getac laptops to replace the current iPads. Due to wear and tear, iPads are consistently replaced and cannot perform as originally desired. The laptops will allow officers more availability to recorded data in the field. This grant has a \$10,000.00 minimum and no maximum fund or match requirement. The grant application is for the amount of \$177,251.47. Projects must begin on or after September 1, 2024, and may not exceed a 12-month project period.

**RECOMMENDED ACTION:**

Staff recommends that a resolution be approved authorizing the Palestine Police Department to apply for a Criminal Justice Grant through the Office of the Governor of the State of Texas Public Safety Office.

**CITY MANAGER APPROVAL:**

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**Attachments**

Resolution



## **RESOLUTION NO. R--24**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AUTHORIZING THE PALESTINE POLICE DEPARTMENT TO MAKE AN APPLICATION FOR A CRIMINAL JUSTICE GRANT THROUGH THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS PUBLIC SAFETY OFFICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Palestine City Council finds it in the best interest of the citizens of Palestine, Texas, that the Criminal Justice Grant awarded by the Office of the Governor of the State of Texas be operated for the fiscal year of 2024; and

**WHEREAS,** the City of Palestine agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Palestine assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS,** the City of Palestine designates Teresa Herrera, the City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

**SECTION 1.** The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

**SECTION 2.** The City of Palestine approves the submission of the grant application for the Criminal Justice Grant to the Office of the Governor and the City Manager is authorized to execute all necessary documents to comply with this Resolution.

**SECTION 3.** The grant application shall be in the amount of \$62,700.00.

**SECTION 4.** Should any section, paragraph, sentence, clause, phrase, or word of this Resolution be declared unconstitutional or invalid for any purpose, the remainder of the Resolution shall not be affected thereby.

**SECTION 5.** This Resolution shall take effect immediately upon its passage and publication.

**SECTION 6.** It is officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law.

*[The remainder of this page was intentionally left blank; signatures are on the following page.]*

**PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, on this the 25th day of March 2024.**

---

MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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APRIL JACKSON  
CITY SECRETARY

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REZZIN PULLUM  
CITY ATTORNEY



Agenda Date: March 25, 2024  
To: City Council  
From: Chris Mahoney, Accountant  
Agenda Item: 25K Checks  
Date Submitted: 03/18/2024

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**SUMMARY:**

The 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 the City Manager:

1. Precision Terrain, LLC.-\$60,900.00
2. McGuffy Asphalt, Paving & Dirt Construction, INC.- \$180,595.00
3. Core & Main, LP.- \$34,400.00
4. Anderson County Appraisal District- \$57,1775.67
5. Pattillo, Brown & Hill, LLP. - \$30,000.00
6. Hahn Equipment Co., INC. - \$49,664.00
7. Aqua-Rec, Inc. - \$77,150.00
8. U N R M W A \_ \$43,175.25

**RECOMMENDED ACTION:**

Review and approve invoices as presented.

**CITY MANAGER APPROVAL:**

---


**Attachments**

25K Checks

CITY OF PALESTINE				206894
VENDOR: 0105531 PRECISION TERRAIN, LLC				03/07/2024
DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
1/16/2024	012024COP28	24-4841	CHANGE ORDER FOR 7TH ST WATERLINE REPLACEMENT	4,750.00
2/28/2024	022024COP30	23-4723	Waterline Replacement on Clearview St	56,150.00

CHECK TOTAL 60,900.00

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**City of Palestine**  
504 Queen St  
Palestine, TX 75801  
General Operating Account

**PROSPERITY BANK**  
1015 North Church Street  
Palestine, Texas 75801

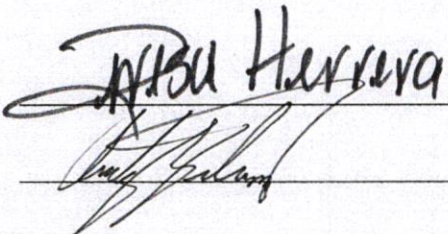
CHECK # **206894**  
113122655


CHECK DATE	PAY THIS AMOUNT
03/07/2024	\$60,900.00

Void after 90 days

PAY ---Sixty Thousand Nine Hundred Dollars and 00/100 Cents---

TO THE ORDER OF  
PRECISION TERRAIN, LLC  
PO BOX 1057  
FRANKSTON, TX 75763





CITY OF PALESTINE				206894
VENDOR: 0105531 PRECISION TERRAIN, LLC				03/07/2024
DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
1/16/2024	012024COP28	24-4841	CHANGE ORDER FOR 7TH ST WATERLINE REPLACEMENT	4,750.00
2/28/2024	022024COP30	23-4723	Waterline Replacement on Clearview St	56,150.00

CHECK TOTAL 60,900.00

Precision Terrain  
PO BOX 1057  
Frankston, TX 75763 US  
(903) 922-1153  
mjames@precisionlandclearing.com



## INVOICE

### BILL TO

City of Palestine  
504 N. Queen St  
Palestine, Texas 75801

INVOICE # 022024COP30

DATE 02/28/2024

DUE DATE 02/28/2024

TERMS Due on receipt

### P.O./JOB NO.

RFP 2023-020

### PROJECT

Clearview Drive

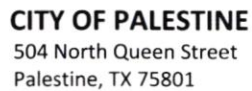
DESCRIPTION	QTY	RATE	AMOUNT
<b>Services</b> Installation of 1300' of 6" C900 waterline pipe along Clearview Drive.	1	56,150.00	56,150.00

BALANCE DUE

**\$56,150.00**

PAYMENT AUTHORIZATION	
PO # <u>23-4723</u>	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: _____	\$ <u>56,150.00</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>CLEARVIEW WATER LINE</u>	
DPT DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>3-5-24</u>
TINC DIR: _____	<input type="checkbox"/> : _____
CTY MNR: _____	<input type="checkbox"/> : _____





**Vendor #:** 0105531

**SHIP TO:** PUBLIC WORKS  
KIMBERLY BECKMAN  
Palestine, TX 75801

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
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 the 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 Department (903) 731-8404 Fax (903) 731-8413**

Precision Terrain  
PO BOX 1057  
Frankston, TX 75763 US  
(903) 922-1153  
mjames@precisionlandclearing.com



## INVOICE

### BILL TO

City of Palestine  
504 N. Queen St  
Palestine, Texas 75801

INVOICE # 012024COP28

DATE 01/16/2024

DUE DATE 01/16/2024

TERMS Due on receipt

### P.O./JOB NO.

RFP 2023-023 CHANGE ORDER

### PROJECT

7th Street Waterline - CO

DESCRIPTION	QTY	RATE	TOTAL
<b>Services</b> Cut road and dig up six inch in order to cut and cap so as to kill off old six inch water line. Back fill and compact with road base.	1	4,750.00	4,750.00

Following day dig up again and repair separation of old cast iron six inch line. Back fill and compact with road base.

BALANCE DUE

**\$4,750.00**

PAYMENT AUTHORIZATION	
24-4841	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #:	\$ 4,750.00
Bill #:	\$
Est #:	\$
Describe: CHANGE ORDER CLEARVIEW	
EXT DIR: [Signature]	<input type="checkbox"/> 3-5-24
FINC DIR:	<input type="checkbox"/>
CITY MNR:	<input type="checkbox"/>



CITY OF PALESTINE  
504 North Queen Street  
Palestine, TX 75801

# PURCHASE ORDER

PO Number: 24-4841

Date: 02/28/2024

Requisition #: 24-4987

Vendor #: 0105531

ISSUED TO: PRECISION TERRAIN, LLC  
PO BOX 1057  
FRANKSTON, TX 75763

SHIP TO: PUBLIC WORKS  
KIMBERLY BECKMAN  
Palestine, TX 75801

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 CHANGE ORDER FOR 7TH ST WATERLINE REPLACEMENT	610-571-58030		0.00	4,750.00

City Manager

Finance Director

Purchasing Agent

SUBTOTAL:	4,750.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>4,750.00</b>

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
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 the 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 Department (903) 731-8404 Fax (903) 731-8413



## CITY OF PALESTINE

VENDOR: 0105085 MCGUFFY ASPHALT, PAVING &amp; DIRT CONSTRUCTION,INC

206892

03/07/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/29/2024	5102	23-4720	Asphalt Replacement on 14 Streets	94,470.00
2/29/2024	5103	23-4722	Asphalt Replacement on 6 Streets	86,125.00

CHECK TOTAL

180,595.00

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## City of Palestine

504 Queen St  
Palestine, TX 75801  
General Operating Account

## PROSPERITY BANK

1015 North Church Street  
Palestine, Texas 75801

CHECK # 206892

113122655

CHECK DATE

03/07/2024

PAY THIS AMOUNT

\$180,595.00

Void after 90 days

PAY ---One Hundred Eighty Thousand Five Hundred Ninety Five Dollars and 00/100 Cents---

TO THE ORDER OF MCGUFFY ASPHALT, PAVING & DIRT CONSTRUCTION,INC  
PO BOX 1104  
FRANKSTON, TX 75763



|| ■ □

## CITY OF PALESTINE

VENDOR: 0105085 MCGUFFY ASPHALT, PAVING &amp; DIRT CONSTRUCTION,INC

206892

03/07/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/29/2024	5102	23-4720	Asphalt Replacement on 14 Streets	94,470.00
2/29/2024	5103	23-4722	Asphalt Replacement on 6 Streets	86,125.00

CHECK TOTAL

180,595.00

**McGuffey Contracting Inc.**  
**10887 FM 19 / PO Box 1104**  
**Frankston, TX 75763**  
**903-922-2886**

**Invoice: 5102**

**2/29/2024**

**To: City of Palestine**

**Services Completed:**

Re-Surfacing: Ave B from 5<sup>th</sup> Street to 7<sup>th</sup> Street

Resurfacing: All of 8<sup>th</sup> Street and Lipsey Ave From 7th Street to Hwy 79

- Removed old asphalt and oil sand.
- Repaired areas where base failures had occurred.
- Over laid with 2.5 inches of type d hot-mix compacted to 2 inches.

Total For Ave B \$28,620

Total For 8<sup>th</sup> & Lipsey \$65,850

**Total for all labor and materials for both streets \$94,470.00**

Please make checks payable to McGuffey Contracting

PO Box 1104

Frankston, TX 75763

PAYMENT AUTHORIZATION	
PO # <u>23-4720</u>	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
Acct #: <u>010-520-54020</u>	\$ <u>94,470.00</u>
Acct #:	\$
Acct #:	\$
Describe: <u>Asphalt Ave B &amp; 8<sup>th</sup> St.</u>	
DPT DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>3-5-24</u>
FINC DIR:	<input type="checkbox"/> :
CTY MNR:	<input type="checkbox"/> :



CITY OF PALESTINE  
504 North Queen Street  
Palestine, TX 75801

# PURCHASE ORDER

PO Number: 23-4720

Date: 09/15/2023

Requisition #: 23-4818

Vendor #: 0105085

ISSUED TO: MCGUFFY ASPHALT, PAVING & DIRT CONSTRUCTION, INC  
PO BOX 1104  
FRANKSTON, TX 75763

SHIP TO: PUBLIC WORKS  
KIMBERLY BECKMAN  
Palestine, TX 75801

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 CALLIER ST FROM COURT DR TO LARRY ST	010-520-54020	158-STREET	0.00	34,300.00
2	0 AVE B FROM 5TH ST TO 7TH ST	010-520-54020	159-STREET	0.00	28,620.00
3	0 W.KOLSTAD ST FROM N. FORT ST TO N COTTAGE AVE	010-520-54020	160-STREET	0.00	19,450.00
4	0 N. SPENCER ST FROM W. KOLSTAD ST TO CONVERT ST	010-520-52040	161-STREET	0.00	17,090.00
5	0 N. COTTAGE AVE FROM W. PALESTINE AVE TO W. SPRING	010-520-54020	162-STREET	0.00	137,370.00
6	0 ALL OF 7TH ST & LIPSEY AVE FROM 7TH ST TO US HW 79	010-520-54020	163-STREET	0.00	65,850.00
7	0 AVE B FROM 1ST ST TO 2ND ST	010-520-54020	159-STREET	0.00	17,820.00
8	0 SHAMROCK DR FROM W OAK ST TO W POINT TAP RD	010-520-54020	164-STREET	0.00	169,240.00
9	0 ALL OF SPRINGDALE	010-520-54020	165-STREET	0.00	56,660.00
10	0 ALL OF BELFAST ST	010-520-54020	166-STREET	0.00	38,610.00
11	0 ALL OF MIDDLETON ST	010-520-54020		0.00	73,935.00
12	0 ALL OF KENT AVE	010-520-54020	168-STREET	0.00	24,930.00
13	0 ALL OF SURREY CIRCLE	010-520-54020	169-STREET	0.00	21,940.00
14	0 TILE FACTORY RD FROM W OAK TO W POINT TAP RD	010-520-54020	170-STREET	0.00	70,350.00

City Manager

Finance Director

Purchasing Agent

SUBTOTAL:	776,165.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>776,165.00</b>

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
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.
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9. Seller acknowledges that the 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 Department (903) 731-8404 Fax (903) 731-8413



McGuffey Contracting Inc.  
10887 FM 19 / PO Box 1104  
Frankston, TX 75763  
903-922-2886

Invoice: 5103

2/29/2024

To: City of Palestine

**Services Completed:**

Re-Surfacing: 7<sup>th</sup> Street from W Oak to Westwood Rd

- Removed old asphalt and oil sand.
- Repaired areas where base failures had occurred.
- Over laid with 2.5 inches of type d hot-mix compacted to 2 inches.

**Total for all labor and materials**

**\$86,125.00**

Please make checks payable to McGuffey Contracting Inc. & mail to

PO Box 1104

Frankston, TX 75763

PAYMENT AUTHORIZATION	
PO # <u>23-4722</u>	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
Acct #: <u>010-520-54020</u>	\$ <u>86,125.00</u>
Acct #:	\$
Acct #:	\$
Describe: <u>Asphalt 7th St.</u>	
DPT DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>3-5-24</u>
FINC DIR:	<input type="checkbox"/> :
CTY MNR:	<input type="checkbox"/> :



CITY OF PALESTINE  
504 North Queen Street  
Palestine, TX 75801

# PURCHASE ORDER

PO Number: 23-4722

Date: 09/18/2023

Requisition #: 23-4823

Vendor #: 0105085

ISSUED TO: MCGUFFY ASPHALT, PAVING & DIRT CONSTRUCTION, INC  
PO BOX 1104  
FRANKSTON, TX 75763

SHIP TO: PUBLIC WORKS  
KIMBERLY BECKMAN  
Palestine, TX 75801

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 GAY AVE (CROCKETT RD TO S. SYLVAN	010-520-54020	144-STREET	0.00	87,720.00
2	0 SYLVAN AVE (GAY AVE TO SANDY LN TO ROCK CREEK AVE	010-520-54020	088-STREET	0.00	33,980.00
3	0 CLEARVIEW DR (PARKCREST DR TO RIDGEWOOD DR)	010-520-54020	172-STREET	0.00	102,680.00
4	0 INDIAN CREEK DR (FOREST DR TO HMAILTON RD)	010-520-54020	173-STREET	0.00	67,940.00
5	0 7TH ST (W OAK TO WESTWOOD RD)	010-520-54020	174-STREET	0.00	86,125.00
6	0 5TH ST (W. OAK TO AVE D)	010-520-54020	175-STREET	0.00	108,870.00

City Manager

Finance Director

Purchasing Agent

SUBTOTAL: 487,315.00

TOTAL TAX: 0.00

SHIPPING: 0.00

TOTAL 487,315.00

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Purchasing Department (903) 731-8404 Fax (903) 731-8413

CITY OF PALESTINE

VENDOR: 0104676 CORE & MAIN LP

206891

03/07/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/19/2024	U150611	23-4789	METER REPLACEMENT PROJECT	34,400.00

CHECK TOTAL 34,400.00

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



City of Palestine

504 Queen St  
Palestine, TX 75801  
General Operating Account

PROSPERITY BANK

1015 North Church Street  
Palestine, Texas 75801

CHECK # 206891

113122655

CHECK DATE
03/07/2024

PAY THIS AMOUNT
\$34,400.00

Void after 90 days

PAY ---Thirty Four Thousand Four Hundred Dollars and 00/100 Cents---

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

*[Signature]*



CITY OF PALESTINE

VENDOR: 0104676 CORE & MAIN LP

206891

03/07/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/19/2024	U150611	23-4789	METER REPLACEMENT PROJECT	34,400.00

CHECK TOTAL 34,400.00

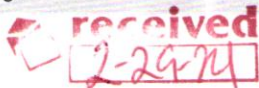




# INVOICE

Invoice # U150611  
Invoice Date 2/19/24  
Account # 053850  
Sales Rep ROGER SANDERS  
Phone # 936-639-2341  
Branch # 528 Lufkin, TX  
Total Amount Due \$34,400.00

1830 Craig Park Court  
St. Louis, MO 63146



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

684 1 MB 0.571 E0226X I0327 D12468349812 S2 P10150286 0001:0001



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

Shipped to: 6/23/23 T066735  
1620 W PALESTINE AVE  
PALESTINE, TX

Backordered from:

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

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
6/19/23	2/16/24					CORE & MAIN LP	U150611

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
43ED2J11RPWG1SG89	T10 2 PROCODER R900I USG BRZ W/6'ANT ED2J11RPWG11SG89	80	40	40	860.00000	EA	34,400.00

**PAYMENT AUTHORIZATION**

PO # 23-4789 Partial ☒ Complete ☐

Acct #: \_\_\_\_\_ \$ 34,400.00

Acct #: \_\_\_\_\_ \$ \_\_\_\_\_

Acct #: \_\_\_\_\_ \$ \_\_\_\_\_

Describe: 2" MTRZ

DPT DIR: \_\_\_\_\_ ☐ 3-5-24

FINC DIR: \_\_\_\_\_ ☐ \_\_\_\_\_

CTY MNR: \_\_\_\_\_ ☐ \_\_\_\_\_

**Online  
ADVANTAGE™**

- Manage billing online
- Reprint invoices
- Retrieve proof of deliveries

Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit [coreandmain.com/identifying-fraud](http://coreandmain.com/identifying-fraud).

Freight Delivery Handling Restock Misc.

Subtotal: 34,400.00  
Other: 0.00  
Tax: 0.00  
Invoice Total: \$34,400.00

Terms: NET 30

Ordered By: ROGER SANDERS

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



CITY OF PALESTINE  
504 North Queen Street  
Palestine, TX 75801

# PURCHASE ORDER

PO Number: 23-4789

Date: 11/14/2023

Requisition #: 23-4919

Vendor #: 0104676

ISSUED TO: CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

SHIP TO: PUBLIC WORKS  
KIMBERLY BECKMAN  
Palestine, TX 75801

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Meter Replacement Project	610-571-54421	008-METERS	0.00	200,000.00

City Manager

Finance Director

Purchasing Agent

SUBTOTAL:	200,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>200,000.00</b>

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10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Department (903) 731-8404 Fax (903) 731-8413



**CITY OF PALESTINE**

VENDOR: 0100068 ANDERSON COUNTY APPRAISAL DISTRICT

206890

03/07/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/29/2024	FEB 29,2024		2ND QTR APPRAISAL SERVICE/FEEES	57,177.67

CHECK TOTAL 57,177.67

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

**City of Palestine**504 Queen St  
Palestine, TX 75801  
General Operating Account**PROSPERITY BANK**  
1015 North Church Street  
Palestine, Texas 75801CHECK # **206890**  
113122655CHECK DATE  
03/07/2024PAY THIS AMOUNT  
\$57,177.67

Void after 90 days

PAY ---Fifty Seven Thousand One Hundred Seventy Seven Dollars and 67/100 Cents---

TO THE ORDER OF ANDERSON COUNTY APPRAISAL DISTRICT  
PO BOX 279  
PALESTINE, TX 75802**CITY OF PALESTINE**

VENDOR: 0100068 ANDERSON COUNTY APPRAISAL DISTRICT

206890

03/07/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/29/2024	FEB 29,2024		2ND QTR APPRAISAL SERVICE/FEEES	57,177.67

CHECK TOTAL 57,177.67

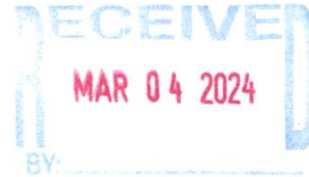
**ANDERSON COUNTY APPRAISAL DISTRICT**

801 N Perry Street  
Palestine, TX 75801  
P.O. Box 279

Ph: 903-723-2949  
Fax: 903-723-5990  
www.andersoncad.net

February 29, 2024

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



Entity Participation Costs 2024 Budget \$228,710.67

	<u>Due Date</u>	<u>Date Paid</u>
1 <sup>st</sup> Quarterly Payment	Dec. 31, 2023	Dec. 18, 2023
2 <sup>nd</sup> Quarterly Payment	March 31, 2024	
3 <sup>rd</sup> Quarterly Payment	June 30, 2024	
4 <sup>th</sup> Quarterly Payment	Sept. 30, 2024	

2<sup>nd</sup> Quarterly Payment Due: March 31, 2024 Amount Due: \$57,177.67

“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


PAYMENT AUTHORIZATION	
Due Date: _____	Vendor # <u>0100868</u>
PO # _____	Partial <input type="checkbox"/> Complete <input type="checkbox"/>
Acct #: <u>00-210-S3021</u>	\$ <u>57,177.67</u>
Acct #: _____	\$ _____
Description: <u>ACAD 2nd Qtr payment</u>	
TY DIR: _____	D: _____
N DIR: _____	D: <u>03/05/2024</u>
TY MGR: _____	D: <u>03/05/24</u>



CITY OF PALESTINE				206893
VENDOR: 0105609 PATTILLO, BROWN & HILL, LLP				03/07/2024
DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/26/2024	481449	23-4729	AUDIT SERVICES FY 2023	30,000.00

CHECK TOTAL 30,000.00

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 **City of Palestine**  
504 Queen St  
Palestine, TX 75801  
General Operating Account

**PROSPERITY BANK**  
1015 North Church Street  
Palestine, Texas 75801

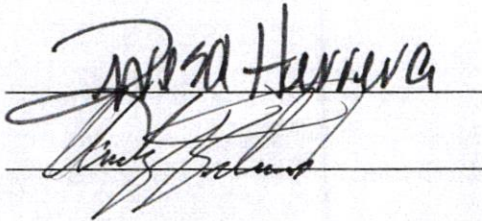
CHECK # **206893**  
113122655

CHECK DATE	PAY THIS AMOUNT
03/07/2024	\$30,000.00

Void after 90 days

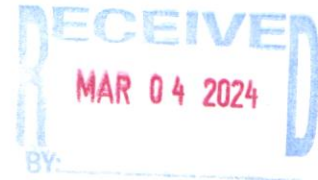
PAY ---Thirty Thousand Dollars and 00/100 Cents---

TO THE ORDER OF  
PATTILLO, BROWN & HILL, LLP  
401 W STATE HWY 6  
WACO, TX 76710



CITY OF PALESTINE				206893
VENDOR: 0105609 PATTILLO, BROWN & HILL, LLP				03/07/2024
DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/26/2024	481449	23-4729	AUDIT SERVICES FY 2023	30,000.00

CHECK TOTAL 30,000.00



City of Palestine, Texas  
504 N. Queen St.  
Palestine, TX 75801

Invoice No. 481449

Date 02/26/2024

Client No. 29090

Interim billing for services in connection with the FY 2023 annual audit of the City.

\$ 30,000.00

Total Invoice Amount

\$ 30,000.00

PAYMENT AUTHORIZATION	
Due Date: _____	Vendor # _____
PO # <u>180</u>	Partial <input type="checkbox"/> Complete <input type="checkbox"/>
Acct #: <u>010-010</u>	\$ _____
Acct #: <u>See attached</u>	\$ <u>30,000</u>
Description: <u>FY 2023 Audit</u>	
DPT DIR: _____	D: _____
FIN DIR: <u>[Signature]</u>	D: <u>03/05/2024</u>
CTY MGR: <u>[Signature]</u>	D: <u>03/05/2024</u>

Thank you for your business!

Payment due within 30 Days.

Finance Charges Will Be Added to All Invoices Over 30 Days.



Please use the QR code above to pay online,  
visit [www.pbhcpa.com](http://www.pbhcpa.com) to utilize our online, payment & payment plan options  
OR make your payment out to Pattillo, Brown & Hill, LLP.

401 West Highway 6, P.O. Box 20725, Waco, TX 76702-0725 (254) 772-4901  
[www.pbhcpa.com](http://www.pbhcpa.com)



CITY OF PALESTINE  
504 North Queen Street  
Palestine, TX 75801

# PURCHASE ORDER

PO Number: 23-4729

Date: 10/01/2023

Requisition #: 23-4843

Vendor #: 0105609

ISSUED TO: PATTILLO, BROWN & HILL, LLP  
401 W STATE HWY 6  
WACO, TX 76710

SHIP TO: CITY OF PALESTINE  
504 NORTH QUEEN ST  
Palestine, TX 75801

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Audit Service FY 2023	200-740-53020		0.00	2,095.81
2	0 Audit Services 2023	010-210-53020		0.00	25,403.75
3	0 Audit Services fy 2023	610-999-53020		0.00	16,766.48
4	0 Audit Services FY 2023	215-100-53020		0.00	4,233.96

City Manager

Finance Director

Purchasing Agent

SUBTOTAL: 48,500.00

TOTAL TAX: 0.00

SHIPPING: 0.00

TOTAL 48,500.00

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10. The City is exempt from all federal excise and state tax - ID# 75-6000632


Purchasing Department (903) 731-8404 Fax (903) 731-8413



CITY OF PALESTINE				207015
VENDOR: 0105179 HAHN EQUIPMENT CO, INC.				03/14/2024
DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/28/2024	118030	23-4698	MATERIALS FOR WASTEWATER TREATMENT PLANT	49,664.00

CHECK TOTAL 49,664.00

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

 **City of Palestine**  
504 Queen St  
Palestine, TX 75801  
General Operating Account

**PROSPERITY BANK**  
1015 North Church Street  
Palestine, Texas 75801

CHECK # **207015**  
113122655

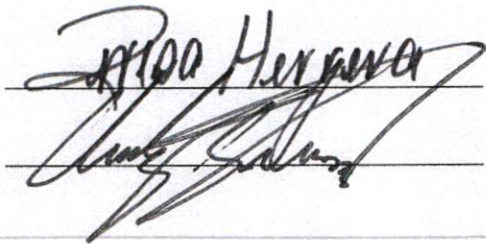
CHECK DATE  
03/14/2024

PAY THIS AMOUNT  
\$49,664.00

Void after 90 days

PAY ---Forty Nine Thousand Six Hundred Sixty Four Dollars and 00/100 Cents---

TO THE ORDER OF HAHN EQUIPMENT CO, INC.  
5636 KANSAS ST.  
HOUSTON, TX 77007



CITY OF PALESTINE				207015
VENDOR: 0105179 HAHN EQUIPMENT CO, INC.				03/14/2024
DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/28/2024	118030	23-4698	MATERIALS FOR WASTEWATER TREATMENT PLANT	49,664.00

CHECK TOTAL 49,664.00

# INVOICE

INVOICE NO.	PAGE
118030	2
INVOICE DATE	02/28/24



**HAHN EQUIPMENT CO., INC.**  
 5636 KANSAS  
 HOUSTON, TX 77007  
 (713) 868-3255 FAX: 713-868-9725

SOLD  
TO

SHIP  
TO

CITY OF PALESTINE  
 504 N QUEEN ST  
 Acctclerk@Palestine-TX.org

CITY OF PALESTINE  
 WWTP EQUIPMENT

PALESTINE, TX 75801  
 US

US

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	PURCHASE ORD. NO.	JOB NUMBER	SHIP VIA	COL/PPD
4924099	09/14/23	100747	01	8	23-4698		HAHN EQUIPMENT	
QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESCRIPTION			UNIT PRICE	UOM DISC.	NET PRICE	

Lot No. W/C (2-PACK) 3.00  
 3.0000 3.0000 14-50 01 55  
 MULTISMART MSM 3MP2PLUS  
 Lot No. WILL CALL 3.00  
 SN: H2359000  
 SN: C2357461  
 SN: J2359683  
 2.0000 2.0000 14-69 97 61C  
 ENABLE DNP3 MODBUS RTU OPTIONS  
 Lot No. W/C PALLET 2.00  
 6.0000 6.0000 PSB24-120  
 RHINO 24V 120W POWER SUPPLY  
 R/B # PSB24-120S  
 Lot No. W/C 6.00  
 1.0000 1.0000 00822 48 00  
 FOP 402 HMI  
 FOR XPC GATEWAY GEN II CONCEPT  
 Lot No. W/C 1.00

152003/06/24

**PAYMENT AUTHORIZATION**

PO # 23-4698

Acct #: ☒ Complete ☐ Partial

Acct #: 610-581-58044

Acct #: 49,664.00

Describe: Materials for New SCADA@WWTP

DPT DIR: 3-7-24

FINC DIR:

CTY MNR:

COMMENTS:  HEC MAX 02/19/2024 BH 02/27/2024  TERMS:  NET 30 DAYS	SALE AMOUNT	49,664.00
	MISC. CHARGES	.00
	FREIGHT	.00
	SALES TAX	.00
	<b>TOTAL</b>	49,664.00
	AMOUNT RECEIVED	.00
	<b>BALANCE DUE</b>	49,664.00



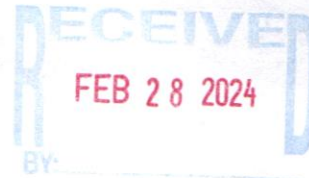
# INVOICE



## HAHN EQUIPMENT CO., INC.

5636 KANSAS  
HOUSTON, TX 77007  
(713) 868-3255 FAX: 713-868-9725

INVOICE NO.	PAGE
118030	1
INVOICE DATE	
02/28/24	



SOLD  
TO

SHIP  
TO

CITY OF PALESTINE  
504 N QUEEN ST  
Acctclerk@Palestine-TX.org

CITY OF PALESTINE  
WWTP EQUIPMENT

PALESTINE, TX 75801  
US

US

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	PURCHASE ORD. NO.	JOB NUMBER	SHIP VIA	COL/PPD
4924099	09/14/23	100747	01	8	23-4698		HAHN EQUIPMENT	
QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESCRIPTION			UNIT PRICE	UOM DISC.	NET PRICE	

10.0000	10.0000	IOLOGIK E1210				EA		
Lot No.	A.W.	MOXA IOLOGIK E1000			10.00			
6.0000	6.0000	IOLOGIK E1240				EA		
Lot No.	AW	MOXA IOLOGIK E1000 SYSTEM			6.00			
18.0000	18.0000	14-40 41 25				EA		
Lot No.	W/C	CURRENT TRANSFORMER, 100:5						
4.0000	4.0000	DONUT MOUNT			18.00			
Lot No.	MPE	BE600M1				EA		
3.0000	3.0000	APC UPS 600VA Battery Backup & Surge Protector			4.00			
Lot No.	AW	TB3-650C150M-NON				EA		
8.0000	8.0000	CRADLEPOINT MODEM			3.00			
Lot No.	A.W.	TRA6927M3PB-001				EA		
8.0000	8.0000	LAIRD TECH 3G/4G ANTENNA			8.00			
Lot No.	AW	RG5806NMSM				EA		
3.0000	3.0000	RG58 6' RF CABLE			8.00			
Lot No.	AW	HEC-68243-1				EA		
3.0000	3.0000	GHOST BRIDGES						

COMMENTS:

TERMS:

SALE AMOUNT

MISC. CHARGES

FREIGHT

SALES TAX

TOTAL

AMOUNT RECEIVED

BALANCE DUE





CITY OF PALESTINE  
504 North Queen Street  
Palestine, TX 75801

# PURCHASE ORDER

PO Number: 23-4698

Date: 08/16/2023

Requisition #: 23-4801

Vendor #: 0105179

ISSUED TO: HAHN EQUIPMENT CO, INC.  
5636 KANSAS ST.  
HOUSTON, TX 77007

SHIP TO: PUBLIC WORKS  
Attn:LISA PHILLIPS  
1620 W PALESTINE AVE  
Palestine, TX 75801

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 MATERIALS FOR WASTEWATER TREATMENT PLANT	610-581-58044		0.00	49,664.00

City Manager

Finance Director

Purchasing Agent

SUBTOTAL:	49,664.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>49,664.00</b>

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
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 the 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 Department (903) 731-8404 Fax (903) 731-8413

**CITY OF PALESTINE**

VENDOR: 0104816 AQUA-REC, INC.

207012

03/14/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
1/17/2024	41201	23-4777	City Pool Remodel	77,150.00

CHECK TOTAL 77,150.00

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**City of Palestine**

504 Queen St  
Palestine, TX 75801  
General Operating Account

**PROSPERITY BANK**  
1015 North Church Street  
Palestine, Texas 75801

CHECK # 207012

113122655

CHECK DATE
03/14/2024

PAY THIS AMOUNT
\$77,150.00

Void after 90 days

PAY ---Seventy Seven Thousand One Hundred Fifty Dollars and 00/100 Cents---

TO THE ORDER OF  
AQUA-REC, INC.  
606 PROFIT STREET  
AZLE, TX 76020

**CITY OF PALESTINE**

VENDOR: 0104816 AQUA-REC, INC.

207012

03/14/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
1/17/2024	41201	23-4777	City Pool Remodel	77,150.00

CHECK TOTAL 77,150.00



# INVOICE

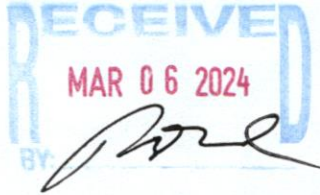


AQUA-REC, INC.  
606 PROFIT STREET  
AZLE, TX 76020-2422  
(817) 444-6431

INVOICE NUMBER: 41201

INVOICE DATE: 1/17/24

PAGE: 1



**SOLD TO:**

City of Palestine  
Attn: Accounts Payables  
504 N. Queen Street  
Palestine, TX 75801

**Ship To:**

YMCA of Palestine  
Attn: Swimming Pool  
5500 N Loop 256  
Palestine, TX 75801

CUSTOMER I.D.		CUSTOMER P.O.	PAYMENT TERMS	
01PALESTINE		Verbal - Patsy	Net 30 Days	
SALES REP I.D.	SHIPPING METHOD		SHIP DATE	DUE DATE
RCL	Company Truck			2/16/24
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1.00		Swimming Pool Surface and Tile Completion	67,250.00	67,250.00
1.00		Pool Lights	9,900.00	9,900.00

PAYMENT AUTHORIZATION	
PO # <u>23-4777</u>	Partial <input type="checkbox"/> Complete <input type="checkbox"/>
Acct #: <u>010-610-58030</u>	\$ <u>77,150.00</u>
Acct #:	\$
Acct #:	\$
Describe: <u>Pool lights, 1/2 plaster &amp; tile</u>	
DPT DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>3-11-24</u>
FINC DIR:	<input type="checkbox"/> :
CTY MNR:	<input type="checkbox"/> :

Subtotal	77,150.00
Sales Tax	
Total Invoice Amount	\$77,150.00
Payment Received	0.00
<b>TOTAL DUE</b>	<b>\$77,150.00</b>

Please Pay From Invoice!



CITY OF PALESTINE  
504 North Queen Street  
Palestine, TX 75801

# PURCHASE ORDER

PO Number: 23-4777

Date: 10/30/2023

Requisition #: 23-4909

Vendor #: 0104816

ISSUED TO: AQUA-REC, INC.  
606 PROFIT STREET  
AZLE, TX 76020

SHIP TO: CITY OF PALESTINE  
504 NORTH QUEEN ST  
Palestine, TX 75801

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 City Pool Remodel	010-610-58030		0.00	316,100.00

City Manager

Finance Director

Purchasing Agent

SUBTOTAL:	316,100.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>316,100.00</b>

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
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 the 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 Department (903) 731-8404 Fax (903) 731-8413



CITY OF PALESTINE

VENDOR: 0101186 U N R M W A

207017

03/14/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
12/14/2023	54065	23-4774	OPERATION AND MAINTENANCE OF LAKE PALESTINE RESERV	14,391.75
1/17/2024	54094	23-4774	OPERATION AND MAINTENANCE OF LAKE PALESTINE RESERV	14,391.75
2/16/2024	54263	23-4774	OPERATION AND MAINTENANCE OF LAKE PALESTINE RESERV	14,391.75

CHECK TOTAL 43,175.25

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City of Palestine

504 Queen St  
Palestine, TX 75801  
General Operating Account

PROSPERITY BANK  
1015 North Church Street  
Palestine, Texas 75801

CHECK # 207017  
113122655

CHECK DATE  
03/14/2024

PAY THIS AMOUNT  
\$43,175.25

Void after 90 days

PAY ---Forty Three Thousand One Hundred Seventy Five Dollars and 25/100 Cents---

TO THE ORDER OF U N R M W A  
PO BOX 1965  
PALESTINE, TX 75802

*[Signature]*



CITY OF PALESTINE

VENDOR: 0101186 U N R M W A

207017

03/14/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
12/14/2023	54065	23-4774	OPERATION AND MAINTENANCE OF LAKE PALESTINE RESERV	14,391.75
1/17/2024	54094	23-4774	OPERATION AND MAINTENANCE OF LAKE PALESTINE RESERV	14,391.75
2/16/2024	54263	23-4774	OPERATION AND MAINTENANCE OF LAKE PALESTINE RESERV	14,391.75

CHECK TOTAL 43,175.25

UPPER NECHES RIVER MUNICIPAL  
WATER AUTHORITY

P O Box 1965  
Palestine TX 75802

# Invoice

Date	Invoice #
12/14/2023	54065

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

Due Date
1/15/2024

Item	Description	Rate	Amount
Palestine	Lake Palestine Operation and Maintenance	14,391.75	14,391.75
<div><p><b>PAYMENT AUTHORIZATION</b></p><p>Due Date: _____ Vendor # _____</p><p>PO # <u>23-4774</u> Partial <input type="checkbox"/> Complete <input type="checkbox"/></p><p>Acct # <u>610-570-53591</u> \$ <u>14,391.75</u></p><p>Acct # _____ \$ _____</p><p>Description: <u>UNRMWA contract</u></p><p>DPT DIR: _____</p><p>FINC DIR: <u>[Signature]</u> D: <u>03/08/2024</u></p><p>CTY MNR: <u>[Signature]</u> D: <u>03/08/24</u></p></div>		<b>Total</b>	\$14,391.75

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

UPPER NECHES RIVER MUNICIPAL  
WATER AUTHORITY

P O Box 1965  
Palestine TX 75802

# Invoice

Date	Invoice #
1/17/2024	54094

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

Due Date
2/15/2023

Item	Description	Rate	Amount
Palestine	Lake Palestine Operation and Maintenance	14,391.75	14,391.75
<div><p><b>PAYMENT AUTHORIZATION</b></p><p>Due Date: _____ Vendor # _____</p><p>PO # <u>23-4774</u> Partial <input type="checkbox"/> Complete <input type="checkbox"/></p><p>Acct #: _____ \$ <u>14,391.75</u></p><p>Acct #: _____ \$ _____</p><p>Description: <u>UNRMWA contract</u></p><p>DPT DIR: _____ D: _____</p><p>FINC DIR: <u>[Signature]</u> D: <u>03/08/2024</u></p><p>CTY MNR: <u>[Signature]</u> D: <u>03/08/24</u></p></div>			
Thank You		<b>Total</b>	\$14,391.75

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

UPPER NECHES RIVER MUNICIPAL  
WATER AUTHORITY

P O Box 1965  
Palestine TX 75802

# Invoice

Date	Invoice #
2/16/2024	54263

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

Due Date
3/15/2024

Item	Description	Rate	Amount
Palestine	Lake Palestine Operation and Maintenance	14,391.75	14,391.75
<div><p><b>PAYMENT AUTHORIZATION</b></p><p>Due Date: _____ Vendor # _____</p><p>PO # <u>23-4779</u> Partial <input type="checkbox"/> Complete <input type="checkbox"/></p><p>Acct #: <u>610-570-53501</u> \$ <u>14,391.75</u></p><p>Acct #: _____ \$ _____</p><p>Description: <u>UNRM Lake contract</u></p><p>DPT DIR: _____ D: _____</p><p>FINC DIR: <u>[Signature]</u> D: <u>03/08/24</u></p><p>CTY MNR: <u>[Signature]</u> D: <u>03/08/24</u></p></div>		<b>Total</b>	\$14,391.75

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





**CITY OF PALESTINE**  
504 North Queen Street  
Palestine, TX 75801

# PURCHASE ORDER

**PO Number:** 23-4774

**Date:** 10/26/2023

**Requisition #:** 23-4905

**Vendor #:** 0101186

**ISSUED TO:** U N R M W A  
PO BOX 1965  
PALESTINE, TX 75802

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

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	O OPERATION AND MAINTENANCE OF LAKE PALESTINE RESERV	610-570-53521		0.00	172,701.00

City Manager

Finance Director

Purchasing Agent

<b>SUBTOTAL:</b>	172,701.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	172,701.00

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
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.
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9. Seller acknowledges that the 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 Department (903) 731-8404 Fax (903) 731-8413**



Agenda Date: March 25, 2024

To: City Council

From: Andrew Sibai, Finance Director

Agenda Item: Consider Approval of a purchase order in the amount of \$75,000 for Bureau Veritas

Date Submitted: 03/20/2024

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#### **SUMMARY:**

Consider approving a purchase order in the amount of \$75,000 for consultant services from Bureau Veritas. City council has already approved Bureau Veritas to provide plan review, building and health inspection services, but the limit on the amount has not yet been established. This purchase order should cover the fees needed for consultant services for Fiscal Year 2023-2024 from Bureau Veritas.

Staff estimates that the cost for Bureau Veritas to perform these services will be \$75,000 for the year.

#### **RECOMMENDED ACTION:**

Staff recommends approval of a purchase order for consultant services from Bureau Veritas in the amount of \$75,000.00.

#### **CITY MANAGER APPROVAL:**

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#### **Fiscal Impact**

**Fiscal Year:** 2024

**Budgeted Y/N:** N

**Account #:** 010-810-53031

**Amount Requested:** 75000.00

#### **BUDGETARY IMPACT:**

This amount is not budgeted, but a position in the Development Services department is budgeted for that has not been filled. If the city is able to fill the position, this service will no longer be necessary. In the interim the City needs to provide this service for public health and safety of the citizens.

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#### **Attachments**

Bureau Veritas PO

# City of Palestine – Requisition

<b>Date</b> 03/06/2024		<b>Requested By</b> Andrew Sibai		<b>Exempt From Bidding</b> <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Other (Explain Below)		Bureau Veritas Lockbox File 841566 PO Box 841566 Dallas, TX 75284-1566					
<b>Ship To</b> 504 N Queen St Palestine, TX 75801		<b>Order To Be Placed By</b> Requester <input type="checkbox"/> Purchasing Agent <input type="checkbox"/>		<b>12/11/2023 Council</b> <b>Approv Consulting</b>							
<b>Account Number</b> 010-810-53031		<b>Description</b>		<b>Quantity/Unit</b>		<b>Unit Price</b>		<b>Amount</b>		<b>Unit Price</b>	
		Estimated Plan Review Fees		1		\$ 25,000.00		25,000.00			
		Estimated Building Inspection Fees		1		\$ 40,000.00		40,000.00			
		Health Inspection Fees		1		\$ 5,000.00		5,000.00			
		Shipping Charges				\$0.00					
		Total				Total		\$ 70,000.00		Total	
<b>Awardee:</b> Bureau Veritas											

Department Head Signature: [Signature] Date: 03/06/2024  
 City Manager Signature: [Signature] Date: 03/08/24





## MINUTES

The City Council of the City of Palestine convened for a regular meeting on December 11, 2023, at 4:45 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 members present:

**Present:** Mayor Mitchell Jordan; Mayor Pro Tem Krissy Clark; Council Member Sean Conner; Council Member Ava Harmon; Council Member James Smith; Council Member Kenneth Davidson; Council Member Christopher Gibbs

**Also Present:** Teresa Herrera, City Manager; Rezzin Pullum, City Attorney; April Jackson, City Secretary; Jeff Jeffcoat, Airport Manager; Christophe Trahan, EDC Director; Andrew Sibai, Finance Director; Shannon Davis, Fire Chief; Lisa Cariker, Human Resource Director; Patsy Smith, Parks & Recreation Director; Susan Davis, Planning Tech; Mark Harcrow, Police Chief; Richard Johnson, Assistant Police Chief; Kevin Olson, PW Director; Jason Shelton, Utilities Supervisor

## WORK SESSION

With a quorum present, Mayor Jordan called the work session to order at 4:46 p.m.

1. First Reading of a resolution approving and authorizing a project of the Palestine Economic Development Corporation (the "PEDC"), a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC Community Development Grant Program and Downtown Grant Program. Christophe Trahan, EDC Director

EDC Director Christophe Trahan explained that the resolution allows the Palestine Economic Development Corporation to receive applications and fund general projects offering economic development grants, the PEDC Community Development Grant, and the Downtown Grant Program. Article III, Section 9 of the Amended and Restated By-Laws of PEDC requires that all programs and projects requiring an expenditure of PEDC must receive City Council approval. New guidelines and criteria permit the PEDC Board to review and approve project grant applications under \$10,000. All project grant applications over \$10,000 will still require City Council approval.

Mayor Jordan conducted the first reading of a resolution approving and authorizing a project of the Palestine Economic Development Corporation (the "PEDC"), a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC Community Development Grant Program and Downtown Grant Program.

2. First reading of a resolution approving and authorizing a project of the Palestine Economic Development Corporation (the "PEDC"), a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC Economic Development Grant to LS Tractor USA, LLC. Christophe Trahan, EDC Director

EDC Director Christophe Trahan requested approval of a resolution authorizing the PEDC Economic Development Grant to LS Tractor USA, LLC, in the amount of \$100,000 for cash reimbursement for infrastructure investments.

Mayor Jordan conducted the first reading of a resolution approving and authorizing a project of the Palestine Economic Development Corporation (the "PEDC"), a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC Economic Development Grant to LS Tractor USA, LLC.

3. Discussion regarding the 18/36 Runway Project at the Palestine Municipal Airport. Teresa Herrera, City Manager

City Manager Teresa Herrera introduced the new Palestine Municipal Airport Manager, Jeff Jeffcoat. David Kirkpatrick, Business Ops Project Manager with TxDOT, who is assisting with the Airport Master Plan and 18/36 Runway Project, joined via Zoom. Ms. Herrera discussed the runway project option to maintain the runway width at 100 ft, including the lighting project, for \$5 million, with the City matching 10 percent of the funds for the project. Ms. Herrera further explained that the weight-bearing capacity would decrease from the published 45,000 pounds to 30,000 pounds. Ms. Herrera provided data on airports with similar widths and their weight-bearing capacity. Mr. Kirkpatrick reported that the City could issue a letter of agreement for a heavier aircraft to land on the runway with the operator's insurance company accepting the agreement.

With no other business to come before Council, the work session was adjourned at 5:10 p.m.

## **REGULAR MEETING**

### **A. CALL TO ORDER**

Mayor Jordan called the Regular Meeting to order at 5:32 p.m.

### **B. INVOCATION AND PLEDGE OF ALLEGIANCE**

The invocation was given by Pastor Brad Perry of Living Springs Assembly of God and was followed by the Pledge of Allegiance.



**C. PROPOSED CHANGES OF AGENDA ITEMS**

Council Member Gibbs requested to move Item I9 from the Consent Agenda to the Regular Agenda.

**D. PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS**

Richard Farris Jr. requested that City staff consider completing construction for Phase 1 of the Downtown Revitalization Project in the evening after downtown businesses close to avoid a negative economic impact.

1. Recognition of A.I.M. Recycling and Ferrells' Wrecker Service. Fire Captain Eric Gartman

Fire Captain Eric Gartman presented Certificates of Appreciation for A.I.M. Recycling and Ferrells' Wrecking Service for donation of vehicles for vehicle extraction training.

2. Recognition of new Police Officers Keith January, Luis Medina, Cody Nichols, and newly promoted Police Sergeant Carlton Allen. Mark Harcrow, Police Chief

Police Chief Mark Harcrow recognized new Police Officers Keith January, Luis Medina, Cody Nichols, and newly promoted Police Sergeant Carlton Allen. Sergeant Allen was pinned by his wife, Tawna Allen; Officer January was pinned by his wife, Ramona January; Officer Medina was pinned by his girlfriend, Heather Henderson; and Officer Nichols was pinned by his wife, Hannah Nichols.

**E. CONFLICT OF INTEREST DISCLOSURES**

Mayor Pro Tem Clark filed an affidavit for abstention from voting on Item 3 of the Regular Agenda.

**F. PUBLIC HEARINGS**

1. Public hearing regarding a Tax Abatement Agreement between the City of Palestine, Texas, Texas Futura, LLC, and Lonestar Oil Tech, LLC for property within the Willow Creek Business Park Reinvestment Zone #1. Christophe Trahan, EDC Director

Mayor Jordan opened the public hearing at 5:56:06 p.m. and asked for anyone speaking for or against the request to do so. With no one speaking, Mayor Jordan closed the public hearing at 5:57:11 p.m.

**G. CITY MANAGER'S REPORT**

City Manager Teresa Herrera announced that a Developers Roundtable was scheduled at City Hall on December 14, 2023, at 10:00 a.m. and that Planning Tech Susan Davis would coordinate with Bureau Veritas concerning future inspections and plan reviews. Ms. Herrera notified Council that City Hall would close at 11:30 a.m. on Friday, December 15, 2023, for the employee service awards and resume regular business hours on Monday, December 18, 2023. City Manager Teresa Herrera encouraged everyone to view the Palestine Public Library and Visitor Center's calendar of events in Palestine.

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

The following departmental reports were provided:

1. September/October 2023 Tourism Monthly Report
2. October 2023 Financial Statement
3. October 2023 Police Monthly Report
4. October/November 2023 Economic Development Monthly Report
5. October/November 2023 Parks and Recreation Monthly Report
6. November 2023 Development Services Monthly Report
7. November 2023 Fire Monthly Report
8. November 2023 Library Monthly Report
9. November 2023 Municipal Court Monthly Report
10. November 2023 Public Works Monthly Report

#### H. **BOARD APPOINTMENTS**

1. Consider the appointment of Jon Rhone to Place 2, replacing Elton Haynes, and the reappointment of Harold Campbell to Place 3 and Eric Moore to Place 4, with a term to expire on September 30, 2025, to the Airport Advisory Board. Mitchell Jordan, Mayor

Motion by Mayor Pro Tem Krissy Clark, seconded by Mayor Mitchell Jordan to approve the item as presented.

**Vote: 7 - 0 - Unanimously**

2. Consider the appointment of George Torma to vacant Place 6 with a term to expire on September 30, 2023, to the Building and Standards Commission. Mitchell Jordan, Mayor

City Manager Herrera reported an error on the agenda and informed Council that the term for George Torma should expire on September 30, 2025.

Motion by Council Member Sean Conner, seconded by Mayor Mitchell Jordan to appoint George Torma to vacant Place 6 with a term to expire on September 30, 2025, to the Building and Standards Commission.

**Vote: 7 - 0 - Unanimously**

3. Consider the appointment of Diana Payne to vacant Place 1 with a term to expire on September 30, 2026, to the Library Advisory Board. Mitchell Jordan, Mayor

Motion by Mayor Pro Tem Krissy Clark, seconded by Mayor Mitchell Jordan to approve the item as presented.

**Vote: 7 - 0 - Unanimously**

4. Consider the reappointment of Jean Mollard to Place 1 with a term to expire on September 30, 2025, to the Main Street Advisory Board. Mitchell Jordan, Mayor

Motion by Council Member Ava Harmon, seconded by Mayor Pro Tem Krissy Clark to approve the item as presented.

**Vote: 7 - 0 - Unanimously**

5. Consider the reappointment of Dan Bochsler to Place 1 and Kimberly Willmott to Place 2; the appointment of Veer Patel to Place 3, replacing Suzanne Eiben and Roderick Riley to Place 4, replacing Joseph Thompson with a term to expire on December 31, 2025; and appointment of Diane Davis to Place 6 replacing Linda Dickens with a term to expire on December 31, 2024, to the Palestine Economic Development Corporation. Mitchell Jordan, Mayor

Council expressed concerns about appointments and ending Linda Dicken's term on the Palestine Economic Development Corporation before her term expires on December 31, 2024. Mayor Jordan requested clarification from the City Attorney that board members were appointed by the Mayor and confirmed by City Council.

Council allowed Diane Davis and Linda Dickens limited time to address Council concerning the board appointments for PEDC.

Motion by Council Member Ava Harmon, seconded by Council Member Christopher Gibbs to reappoint Dan Bochsler to Place 1 and Kimberly Willmott to Place 2; the appointment of Veer Patel to Place 3, replacing Suzanne Eiben and Roderick Riley to Place 4, replacing Joseph Thompson with a term to expire on December 31, 2025.

Council Member Ava Harmon rescinded her motion.

Motion by Mayor Pro Tem Krissy Clark, seconded by Mayor Mitchell Jordan to table the item until the next City Council meeting, January 8, 2024.

**Vote: 7 - 0 - Unanimously**

6. Consider the reappointment of Chris Arthur to Place 2 and the appointment of Sylvia Brown to Place 4, replacing Stephanie Wickware with a term to expire on September 30, 2025, to the Parks Advisory Board. Mitchell Jordan, Mayor

Motion by Mayor Mitchell Jordan, seconded by Council Member James Smith to approve the item as presented.

**Vote: 7 - 0 - Unanimously**

7. Consider the appointment of Edward Mondich to Place 4, replacing Veer Pateel with a term to expire on September 30, 2025, to the Tourism Advisory Board. Mitchell Jordan, Mayor

Motion by Mayor Mitchell Jordan, seconded by Council Member Ava Harmon to approve the item as presented.

**Vote: 7 - 0 - Unanimously**

8. Consider the appointment of Robert Wilburn to vacant Place 2 with a term to expire on September 30, 2025, to the Zoning Board of Adjustments and Appeal. Mitchell Jordan, Mayor

Motion by Council Member James Smith, seconded by Mayor Mitchell Jordan to approve the item as presented.

**Vote: 7 - 0 - Unanimously**

## **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 Agenda of November 13, 2023. April Jackson, City Secretary

2. Consider approval of a contract for management services to Gary R. Traylor & Associates, Inc., for execution of Contract No. CDV23-0354 between the City of Palestine and the Texas Department of Agriculture (TDA) regarding the 2023 Texas Community Development Block Grant Program for sewer improvements. Teresa Herrera, City Manager
3. Consider approval of the Emergency Facilities and Land Use Agreement between the Texas A&M Forest Service and the Palestine Municipal Airport. Teresa Herrera, City Manager
4. Consider approval to terminate the Purchase Option Agreement with Blue Cord Devgroup, LLC. Christophe Trahan, EDC Director
5. Consider approval of expenditures over \$25,000. Andrew Sibai, Finance Director
6. Consider approval of an ordinance amending the Fiscal Year 2023-2024 Budget for Projects Support Grants in the amount of \$500,000 to fund the support grant for the expansion of the Trinity Valley Community College Palestine Campus. Andrew Sibai, Finance Director (**Ordinance No. O-28-23**)
7. Consider approval of an ordinance amending the Fiscal Year 2023-2024 Budget for the Perpetual Cemetery Fund in the amount of \$60,000 for maintenance and repairs at city-owned cemeteries. Andrew Sibai, Finance Director (**Ordinance No. O-29-23**)
8. Consider approval of an ordinance amending the Fiscal Year 2023-2024 Budget for the General Fund for an allocation to the Community Forest Fund in the amount of \$1,000,000 for improvements to the Athletic Complex. Andrew Sibai, Finance Director (**Ordinance No. O-30-23**)
9. ~~Consider authorizing the City Manager to seek sealed bids for perimeter security fencing at Palestine Municipal Airport. Kevin Olson, PW Director~~ (Item moved to the Regular Agenda)
10. Consider authorizing the City Manager to seek sealed bids for the mill and overlay of the parking apron (170,000 SF) at Palestine Municipal Airport, including striping. Kevin Olson, PW Director
11. Consider authorizing the City Manager to accept an emergency purchase for repair of the 27" water line. Kevin Olson, PW Director
12. Consider awarding bid RFP 2023-034 Water Line Replacement (Parts Only) on Southview Street to Johnson Lab and Supply Inc. in the amount of \$65,066.75. Kevin Olson, PW Director
13. Consider awarding bid RFP 2023-035 Water Line Replacement (Labor Only) on Southview Street to Precision Terrain, LLC, in the amount of \$74,900. Kevin Olson, PW Director
14. Consider approval of an ordinance amending the Fiscal Year 2023-2024 Budget for the Hotel Occupancy Tax Fund in the amount of \$30,000 for the Wayfinding Signage Project. Katie Beth Henry, Tourism Marketing Manager (**Ordinance No. O-31-23**)

Motion by Mayor Pro Tem Krissy Clark, seconded by Council Member Ava Harmon to approve the Consent Agenda as presented, excluding Item 9, adopting **Ordinance No. O-28-23, Ordinance No. O-29-23, Ordinance No. O-30-23, and**

**Ordinance No. O-31-23.****Vote: 7 - 0 - Unanimously****J. REGULAR AGENDA**

Consider authorizing the City Manager to seek sealed bids for perimeter security fencing at Palestine Municipal Airport. Kevin Olson, PW Director

PW Director Kevin Olson discussed security issues on taxiways and airport runways. Staff proposed that the first phase would consist of fencing at a height of 6 ft, approximately 1,700 linear feet along the County Road, with an estimated fencing cost of \$65 to \$80 per linear foot. The council spoke regarding possible conflicts with the Airport Master Plan and funding projects using grants.

Motion by Council Member Christopher Gibbs, seconded by Mayor Mitchell Jordan to approve the item as presented.

**Vote: 7 - 0 - Unanimously**

**1. Discussion and possible action regarding executing a Professional Services Agreement with Bureau Veritas of North America, Inc. Teresa Herrera, City Manager**

City Manager Teresa Herrera requested consideration of a standard professional services agreement with Bureau Veritas to provide services for health and development services. Ms. Herrera explained the need for the contract with Bureau Veritas for inspections after the unexpected departure of the Building Official in the Development Services Department. The agreement with Bureau Veritas would be effective for one year with an annual renewal option.

Michael Olson with Bureau Veritas made himself available for questions from Council.

Motion by Mayor Mitchell Jordan, seconded by Mayor Pro Tem Krissy Clark to approve the item as presented.

**Vote: 7 - 0 - Unanimously**

**2. Discussion and possible action regarding a Specific Use Permit for a triplex to be placed at the corner of N. Fowler Street and E. Camden Street. Susan Davis, Planning Tech**

Planning Tech Susan Davis informed Council that the Specific Use Permit request was previously presented for the placement of a fourplex at the corner of N. Fowler



Street and E. Camden Street. In response to opposition and concerns, the owner and architect submitted approval of a Specific Use Permit for the placement of a triplex instead of a fourplex at the corner of N. Fowler Street and E. Camden Street. Staff confirmed that the final plan reviews had yet to be completed.

Motion by Council Member Sean Conner, seconded by Mayor Mitchell Jordan to approve the item as presented.

**Vote: 4 - 3**

NAY: Mayor Pro Tem Krissy Clark  
Council Member Ava Harmon  
Council Member Kenneth Davidson

3. Discussion and possible action regarding Hotel Occupancy Tax Grant Applications for Fiscal Year 2023-2024. Katie Beth Henry, Tourism Marketing Manager

EDC Director Christophe Trahan requested approval of qualifying Hotel Occupancy Tax Grant Applications for the Palestine Lions Club in the amount of \$5,700.00 and the Rotary Club of Palestine in the amount of \$1,000.00. Staff confirmed the Lions Club requested funding for reimbursement of the cost of a fountain sculpture placed at Reagan Park, and the Rotary Club of Palestine requested funding for new wayfinding signage on Upper Lake Trail in Palestine.

Motion by Council Member Sean Conner, seconded by Council Member Ava Harmon to approve the item as presented.

**Vote: 6 - 0**

Other: Mayor Pro Tem Krissy Clark (ABSTAIN)

4. Second reading and possible action of a resolution approving and authorizing a project of the Palestine Economic Development Corporation (the "PEDC"), a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC Community Development Grant Program and Downtown Grant Program. Christophe Trahan, EDC Director (**Resolution No. R-35-23**)

Mayor Jordan conducted the second reading of a resolution approving and authorizing a project of the Palestine Economic Development Corporation (the "PEDC"), a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC Community Development Grant Program and Downtown Grant Program.

Motion by Mayor Pro Tem Krissy Clark, seconded by Mayor Mitchell Jordan to approve the item as presented, adopting **Resolution No. R-35-23**.



**Vote: 7 - 0 - Unanimously**

5. Discussion and possible action regarding a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and AR Treasures not to exceed \$26,200.32. Christophe Trahan, EDC Director

On December 12, 2023, the Palestine Economic Development Corporation approved the Downtown Grant Performance Agreement with A&R Treasures. EDC Director Christophe Trahan requested approval of a matching grant not to exceed \$26,200.32 for the full replacement of an HVAC system.

Motion by Mayor Pro Tem Krissy Clark, seconded by Council Member Ava Harmon to approve the item as presented.

**Vote: 7 - 0 - Unanimously**

6. Second reading and possible action regarding a resolution approving and authorizing a project of the Palestine Economic Development Corporation (the "PEDC"), a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC Economic Development Grant to LS Tractor USA, LLC. Christophe Trahan, EDC Director (**Resolution No. R-36-23**)

Mayor Jordan conducted the second reading of a resolution approving and authorizing a project of the Palestine Economic Development Corporation (the "PEDC"), a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC Economic Development Grant to LS Tractor USA, LLC.

Motion by Council Member Kenneth Davidson, seconded by Council Member James Smith to approve the item as presented, adopting **Resolution No. R-36-23**.

**Vote: 7 - 0 - Unanimously**

7. Discussion and possible action regarding a Chapter 380 Economic Development Agreement between the City of Palestine and LS Tractor USA, LLC. Christophe Trahan, EDC Director

EDC Director Christophe Trahan summarized the Chapter 380 Agreement between the City of Palestine and LS Tractor. The City's incentives for bringing the LS Tractor Assembly Distribution Center to the City of Palestine are as follows: a five-year property tax rebate and the transfer of a one-acre parcel of city-owned property to be utilized for access to the primary highway and storage for finished inventory. Council requested that the parcel of city-owned property be surveyed prior to the transfer of

property.

Motion by Council Member Kenneth Davidson, seconded by Council Member Ava Harmon to approve the item as presented. Discussion held.

Motion by Council Member Christopher Gibbs, seconded by Council Member Kenneth Davidson to include a survey of the one-acre parcel of city-owned property to be transferred to LS Tractor USA, LLC.

**Vote: 7 - 0 - Unanimously**

Motion by Council Member Kenneth Davidson, seconded by Council Member Ava Harmon to approve the item as presented, including the survey of the one-acre parcel of city-owned property to be transferred to LS Tractor USA, LLC.

**Vote: 7 - 0 - Unanimously**

8. Discussion and possible action regarding a resolution authorizing a Chapter 312 Tax Abatement Agreement between the City of Palestine, Texas Futura, LLC, and Lonestar Oil Tech, LLC and authorizing the Mayor to execute the Chapter 312 Tax Abatement Agreement. Christophe Trahan, EDC Director (**Resolution No. R-37-23**)

On November 13, 2023, City Council approved a PEDC Performance Agreement with Texas Futura, LLC and Lonestar Oil Tech, LLC, which PEDC finalized on November 20, 2023. Staff confirmed that the project was being facilitated with an SBA Loan from the federal government. EDC Director Christophe Trahan requested approval of the resolution authorizing the Mayor to execute a Chapter 312 Tax Abatement Agreement between the City of Palestine, Texas Futura, LLC, and Lonestar Oil Tech, LLC.

Motion by Council Member James Smith, seconded by Council Member Ava Harmon to approve the item as presented, adopting **Resolution No. R-37-23**.

**Vote: 7 - 0 - Unanimously**

9. Discussion and possible action regarding an ordinance amending Code of Ordinances Chapter 58, Health and Sanitation, to adopt the Texas Food Establishment Rules and amending the Appendix B Fee Schedule relating to food establishments and public swimming pool inspection fees. Teresa Herrera, City Manager (**Ordinance No. O-32-23**)

City Manager Teresa Herrera requested approval of an ordinance amending Code of Ordinances Chapter 58, Health and Sanitation, to adopt the Texas Food Establishment Rules and amending the Appendix B Fee Schedule relating to food establishments and

public swimming pool inspection fees, including the addition of the reinspection fee of \$100.00.

Motion by Mayor Pro Tem Krissy Clark, seconded by Council Member Ava Harmon to approve the item as presented, including the addition of the reinspection fee of \$100.00, adopting **Ordinance No. O-32-23**.

**Vote: 7 - 0 - Unanimously**

10. Discussion and possible action regarding the 18/36 Runway Project at the Palestine Municipal Airport. Teresa Herrera, City Manager

City Manager Teresa Herrera informed that no action was required.

11. Discuss and take possible action on a resolution authorizing the appointment of a City Representative to the Anderson County Appraisal Central District Board of Directors for the 2024-2025 term. Teresa Herrera, City Manager (**Resolution No. R-38-23**)

City Manager Herrera advised that Mayor Pro Tem Krissy Clark was serving as the City representative to the Anderson County Appraisal Central District Board with a term expiring on December 31, 2023. Staff requested that Council either reappoint Ms. Clark or appoint another City Representative to the Anderson County Appraisal Central District Board of Directors for the 2024-2025 term.

Motion by Council Member Sean Conner, seconded by Council Member Kenneth Davidson to reappoint Krissy Clark as City Representative to the Anderson County Appraisal Central District Board of Directors for the 2024-2025 term, adopting **Resolution No. R-38-23**.

**Vote: 7 - 0 - Unanimously**

## K. MAYOR'S REPORT

Mayor Jordan reported on the following: proposed signage for disabled children and children at play within city neighborhoods, attending the Royal Majestic Christmas Banquet in Tyler, the Mayor's Ball to be held at the Historic Event Center, upcoming projects and events of the team LEAD, and the reveal of a Historic Landmark at the Living Green Church.

Mayor Jordan recognized Jeanie Belcher, Cory Owens, Glennis Deckard, Michelle Robinson, Cheli Zavala, and Diane Davis for facilitating the Annual Christmas Parade. Mayor Jordan also wished everyone a Merry Christmas and a Happy New Year.

**L. ITEMS FROM COUNCIL**

Council Member Christopher Gibbs wished everyone a Merry Christmas. Mr. Gibbs thanked City Manager Herrera and Police Chief Harcrow for volunteering at the East Texas Food Bank. Council Member Gibbs spoke regarding the Hope Station expansion and requested a work session concerning a Charter review and assembling a Charter review committee in the upcoming year.

Council Member Kenneth Davidson spoke regarding the progress of the Westwood Junior High Renovation Project. Mr. Davidson also invited Council to the Westwood I.S.D. school board meeting on January 9, 2024, to view the progress of the renovation. Council Member Davidson also discussed the Christmas Parade and urged everyone to participate in the Ernie Williams Insurance Agency's Socks and Blankets Drive for nursing home residents.

Council Member James Smith spoke regarding the Christmas Parade and expressed gratitude to Parks and Recreation Director Patsy Smith and staff for creating City Council's float for the parade. Mr. Smith thanked his supporters of District 3 and informed Council of submitting a list of concerns within District 3 to the City Manager.

Council Member Harmon wished everyone a Merry Christmas and Happy New Year and discussed the Christmas Parade.

Council Member Sean Conner spoke about the Christmas Parade and addressed an incident during the parade. Mr. Conner suggested increasing police presence during parades. Council Member Conner wished everyone a Merry Christmas and a Happy New Year.

Mayor Pro Tem Krissy Clark discussed participating with the Rotarians in donating blankets and stuffed animals to the Anderson County Crisis Center and assisting the Lion Club in wrapping presents for Blue Santa. Ms. Clark wished everyone a Merry Christmas and encouraged everyone to help those in need throughout the year. Mayor Pro Tem Clark also spoke regarding the Christmas Parade.

**M. CLOSED SESSION**

Mayor Mitchell Jordan announced that Council would go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 7:35 p.m.

1. Section 551.071 consultation with attorney: pending or contemplated litigation or a settlement offer: Palestine Municipal Airport, Union Pacific Railroad, Laza, Humber,

and any other possible claim

**N. RECONVENE IN REGULAR SESSION**

Mayor Mitchell Jordan reconvened Council into Open Session at 8:12 p.m.

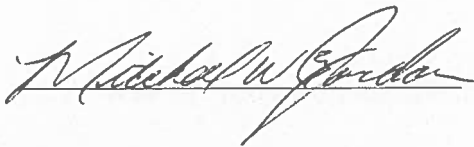
1. Take any action necessary regarding pending or contemplated litigation or a settlement offer: Palestine Municipal Airport, Union Pacific Railroad, Laza, Humber, and any other possible claim

No action was taken.

**O. ADJOURNMENT**

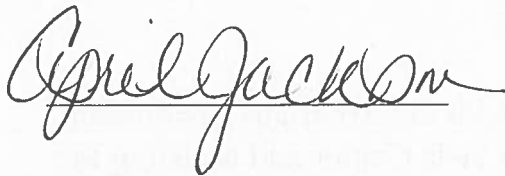
With no other business to come before Council, the meeting was adjourned at 8:13 p.m.

**PASSED AND APPROVED THIS 8TH DAY OF JANUARY 2024.**



Mitchell W. Jordan, Mayor

**ATTEST:**



April Jackson, City Secretary



**BUREAU VERITAS NORTH AMERICA, INC.  
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 11th day of December, 2023, by and between Bureau Veritas North America, Inc., ("BVNA"), and the City of Palestine, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

**AGREEMENT**

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts



in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

**5. Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

**6. Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

**7. Construction Monitoring:** If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

**8. Ownership of Documents:** All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "**Rights**") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

**9. Use of Data or Services:** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

**10. Independent Contractor:** It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and BVNA hereby expressly waives any claim it may have to any such rights.

**11. Standard of Care:** BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

**12. Indemnity:** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately caused by BVNA's negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

**13. Limitation of Liability:** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as "BVNA") for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

**14. Insurance:** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

**15. Consequential and Punitive Damages:** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

**16. Cause of Action:** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

**17. Compliance with Laws:** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

**18. Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except

those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

**19. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

**20. Releases:** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

**21. Waiver of Jury Trial:** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

**22. Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

**23. Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

*If to Client:*

City of Palestine  
Attn: Teresa Herrera  
504 N. Queen Street  
Palestine, TX 75801

*If to BVNA:*

Bureau Veritas North America, Inc.  
Attn: Contract Processing  
1000 Jupiter Road, Suite 900  
Plano, TX 75074

*With cc to:*

Bureau Veritas North America, Inc.  
Attention: Legal Department  
1601 Sawgrass Corporate Parkway, Suite 400  
Fort Lauderdale, FL 33323

**24. Confidential Information:** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

**25. Assignment:** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

**26. Non-Solicitation/Hiring of Employees:**

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

**27. Prevailing Wage:** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold



harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

**28. Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

**29. Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

**30. Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

**31. Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) **Termination by Client:** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) **Termination by BVNA:** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

**32. Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

**33. Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]



IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

**BUREAU VERITAS NORTH AMERICA, INC.**

**CLIENT**

Signature: <u>David Stanford</u>	Signature: <u>Teresa Herrera</u>
Name: David Stanford	Name: <u>Teresa Herrera</u>
Title: Special Project Manager	Title: <u>City Manager</u>
Date: 12/13/2023	Date: <u>12-11-2023</u>
Address: 1000 Jupiter Rd. Ste 900, Plano, TX 75074	Address: <u>504 N. Queen Street</u>
Telephone: 972-244-6931	Telephone: <u>(903) 731-8415</u>
Email: david.stanford@bureauveritas.com	Email: <u>therrera@palestine-tx.org</u>

DTQR DS

Date

## **ATTACHMENT A SCOPE OF SERVICES**

### **CONSTRUCTION CODE SERVICES**

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

#### **Plan Review**

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

#### **Inspections**

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

### **FIRE SERVICES**

#### **Fire Services Plan Review**

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

#### **Fire Services Inspections**

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the

Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

### **Annual Fire Safety Inspections**

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

### **Fire Code Plan Review Services and Inspection Services**

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

## **HEALTH SERVICES**

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Chapter 265, Subchapter L will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

## **PUBLIC WORKS SERVICES**

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

### **Inspections**

Inspection services include, but are not limited to making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

### **Plan Review**

Plan Review services include but are not limited to verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

## **Technical Support**

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

## **PLANNING AND MAPPING SERVICES**

**Comprehensive Planning and Mapping services shall be provided as outlined below.**

### **Base Mapping**

- BV shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:
  - a) Highway and street rights-of-way;
  - b) Highway designations and street names;
  - c) All major drainage ways;
  - d) Major bodies of water;
  - e) Block and lot lines for all platted subdivisions as available;
  - f) Property lines within unplatted subdivisions as available;
  - g) The width of all major utility easements;
  - h) Railroad rights-of-way;
  - i) All subdivisions and their names;
  - j) Corporate limits;
  - k) Other major facilities or features to include but not necessarily limited to:
    - 1. Major park and recreation areas and facilities;
    - 2. Water Treatment plants;
    - 3. Sewage Treatment plants;
    - 4. Extraterritorial jurisdiction line, as appropriate; and
    - 5. Other significant features.

### **Housing Inventory, Analysis and Plan**

- BV shall prepare a housing conditions inventory, analysis and plan.
- BV shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the four following classifications shall be utilized within the study:
  - a) Standard,
  - b) Minor Deteriorating,
  - c) Major Deteriorating, and
  - d) Dilapidated.
- BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BV will record vacant and abandoned residential units as the assessment is being made.
- BV shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
- BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BV shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- BV shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities.

## **Population**

- BV shall compare census data of the locality from 1960 to present. BV will provide number of persons in each of the sex, race and Hispanic origin categories.
- BV shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
- BV shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BV will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

## **Land Use Inventory, Analysis and Plan**

- BV shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ).
- BV shall use categories in classifying land uses shall include, as a minimum, the following:
  - a) Vacant (vacant developed or vacant undeveloped);
  - b) Agriculture (cultivated and range land - five or more acres);
  - c) Residential (single family, two family, multi-family, manufactured and mobile homes);
  - d) Commercial; (retail and services);
  - e) Industrial; (light and heavy);
  - f) Public and Semi-Public (schools, parks and public buildings); and
  - g) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
- BV shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map. Colors should conform to standard code.
- BV shall make a tabulation of the existing land uses to show:
  - a) Total acreage by use;
  - b) Percentage of acreage in each land use;
  - c) Acres per 100 persons, or other standard for comparison purposes; and
  - d) Developed and undeveloped land as a percent of the total land.
- BV will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:
  - a) Occupied dwelling units;
  - b) Existing land use;
  - c) Thoroughfares
  - d) Existing and anticipated population;
  - e) Soil characteristics as related to developments;
  - f) Adequacy of public utilities;
  - g) Adequacy of public facilities;
  - h) Storm drainage problem areas;
  - i) Natural and man-made constraints.
- BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

## **B. Economic Development**

### **1. Historic Development And General Characteristics**

- Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.
- BV shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:
  - Development of the economy;
  - Physical growth of the community;
  - The relationship of the community to the region.

## 2. Economic Base, "Barrier Analysis"

- BV will prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:
  - a) Retail facilities;
  - b) Wholesale facilities;
  - c) Service facilities;
  - d) Financial facilities;
  - e) Manufacturing facilities;
  - f) The physical facilities and rates for the following utilities and communication services:
    - 1. Electric;
    - 2. Water;
    - 3. Natural gas;
    - 4. Sewage and garbage disposal;
  - g) Transportation;
  - h) Quantity, quality and availability of raw materials;
  - i) Labor supply by sex, industry, and skills;
  - j) Available industrial sites and buildings to include:
    - 1. Location;
    - 2. Utility connections;
    - 3. Transportation;
    - 4. Availability.
- BV will determine to the extent possible the relationship of the elements inventoried to economic development potential.
- A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards.
  - a) Cost Factors:
    - 1. Wage levels (g) Land/site costs
    - 2. Electricity costs (h) Local property taxes
    - 3. Fuel costs (i) Financing costs
    - 4. Water costs (j) State costs
    - 5. Sewer costs (k) Other(s), as appropriate
    - 6. Building costs
  - b) Operating Condition Factors:
    - 1. Unskilled labor supply (k) Availability of air service
    - 2. Skilled labor (l) Vocational education facilities
    - 3. Productivity (m) Site availability
    - 4. Unionization (n) School facilities
    - 5. Labor-management relations (o) Medical services
    - 6. Electric power availability (p) Natural features, resources, geography, etc.
    - 7. Water and sewer availability (q) Others, such as, telecommunications,
    - 8. Gas availability aesthetics, community receptivity, laws,
    - 9. Common motor carrier service community organizations, debt, etc.
    - 10. Rail/freight service
  - c) BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.
  - d) BV shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and,



- e) Determine whether the pattern of economic growth should be altered.
- f) BV shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

### **3. PLAN**

- BV shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- The implementation strategy should focus on private and public investment and resources.
- The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:
  - a) Public/private sector projects and their costs;
  - b) Financing sources and incentives; and
  - c) Changes to policies, codes and ordinances that could improve the economic climate.

### **C. Central Business District**

#### **1. Commercial Area Inventory**

- BV shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
  - a) The existing land use of the Central Business District;
  - b) Street rights-of-way and pavement widths, where applicable;
  - c) Locations and condition of sidewalks, curbs and gutters;
  - d) On and off-street parking;
  - e) Condition of buildings;
  - f) Location of traffic controls by types; and
  - g) Traffic volumes and turning movements for major streets, where available;
  - h) Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
- BV shall show the above inventory on a symbol-coded map.
- BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

#### **2. Analysis**

- BV shall analyze the findings above and should determine:
  - a) The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
  - b) A ratio of existing and projected commercial acreage;
  - c) A ratio of used and vacant commercial floor area in the central business district; and
  - d) Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

#### **3. Central Business District Plan**

- BV shall prepare a goal(s) statement and annual Central Business District related objectives.
- To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- In relation to recognized problems, goals and objectives, BV shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
  - a) Improvement to facades and alleyways;
  - b) Pedestrian walkways;
  - c) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
  - d) Removal of obsolete buildings and overhead utility lines.
- BV shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District

- Plan map(s) shall, as a minimum include but not necessarily be limited to:
  - a) Any necessary rearrangement of land uses to improve compatibility;
  - b) Any necessary building relocation or reorientation in order to improve their usefulness; and
  - c) On and off-street parking areas.
- BV shall present phased improvements, estimated costs and sources of funding.

#### **D. Street System**

##### **1. Street Study**

- BV shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
  - a) Rights-of-way widths, as available;
  - b) Paving widths, types and condition of pavement;
  - c) Curb and gutter and/or borrow (roadside) ditches;
  - d) Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.
- Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Street Conditions Map showing the existing street system inventory.

##### **2. Street System Analysis**

- BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BV shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes.

##### **3. Street Plan**

- BV shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy-related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  - a) Priorities;
  - b) Estimated costs; and
  - c) Sources of possible funding.
- Using the base map BV shall prepare a Future Street Conditions Map.
- The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

#### **E. Thoroughfare System**

##### **1. Inventory Of Major And Collector Streets**

- BV shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
- BV shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
  - a) Peak hour and average daily traffic counts, where available;
  - b) Right-of-way widths;
  - c) Paving widths, types and condition of pavement;
  - d) Traffic control data;
  - e) Parking restrictions;

- f) Curb and gutter;
- g) Origin and destination information, where available;
- h) Land use and traffic generator information;
- i) Truck routes; and,
- j) Emergency routes.
- Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

## **2. Thoroughfare Analysis**

- BV shall list and rank problems related to the thoroughfares system.
- To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
  - a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
  - b) Circulation studies prepared previously; and
  - c) Street standards approved by the locality and State.

## **3. Thoroughfare Plan**

- BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  - a) Priorities;
  - b) Estimated costs; and
  - c) Sources of possible funding.
- In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
- Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.
- BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

## **F. Water System**

### **1. Water System Inventory**

- BV shall make a review of all prior studies and other available data on the existing water system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
  - a) Location of lines, valves, fire hydrants, and line sizes;
  - b) location and capacity of ground and elevated storage facilities;
  - c) Location and capacity of wells and pumps;
  - d) Location and capacity of water treatment facilities, as appropriate;
  - e) Location and capacity of generators;
  - f) Condition of system elements and other system data, as available.

- Using the base map for illustrative purposes, BV shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.
- BV shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

## **2. Water System Analysis**

- BV shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:
  - a) Water quality;
  - b) Storage facilities;
  - c) Availability of water; future needs;
  - d) Water pressure;
  - e) Water costs to city;
  - f) Water cost to customers and review of current and
  - g) Operation procedures.
- Distribution lines;
- Ability to function under disaster situations, such as, flood, fire, tornado, power outages, etc.
- BV shall determine the adequacy of the system to meet existing and forecasted needs.
- BV shall evaluate the local system's capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.
- BV shall evaluate the local system's capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

## **3. Water System Plan**

- BV shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  - a) Priorities;
  - b) Estimated costs; and
  - c) Sources of possible funding.
- The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
- As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, BV shall include drought and conservation plans in its overall water system plan. The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.
- Using the base map for illustrative purposes, BV shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

## **G. Wastewater System**

### **1. Wastewater System Inventory**

- BV shall make a review of all information regarding the existing wastewater system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
  - a) Location, condition, and size of lines as available;
  - b) Location of manholes and cleanouts;
  - c) Location and capacities of lift stations;
  - d) Location and capacity of generators;
  - e) Treatment facility and operation arrangement.
- Using the base map for illustrative purposes, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BV shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

### **2. Wastewater System Analysis**

- BV shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:
  - a) Infiltration;
  - b) Industrial waste and special treatment facilities;
  - c) Operational procedures;
  - d) Unserved areas;
  - e) Characteristics of the soil and terrain affecting collection treatment;
  - f) Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

### **3. Wastewater System Plan**

- BV shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  - a) Priorities;
  - b) Estimated costs; and
  - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
- Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

## **H. Storm Drainage System**

### **1. Storm Drainage Inventory**

- BV shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
  - a) Location and condition of drainage ways;
  - b) Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
  - c) Location of 100 years flood hazard areas; and
  - d) Identification of areas within the community where local flooding has occurred.
- Using the base map for illustrative purposes, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

## **2. Storm Drainage Analysis**

- BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BV shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated.
- Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

## **3. Storm Drainage Plan**

- BV shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy-related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  - a) Priorities;
  - b) Estimated costs; and
  - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

## **I. Recreation And Open Space**

### **1. Recreation And Open Space Inventory**

- BV shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
  - a) Location, type and use of public parks;
  - b) Location and type of public recreation facilities, including public school facilities;
  - c) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- BV shall identify the service area of the parks and recreational opportunities it provides.
- Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

### **2. Recreation And Open Space Analysis**

- In coordination with city officials, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- BV shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BV shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- BV shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.



### **3. Recreation Facilities And Open Space Plan**

- In cooperation with municipal agencies, BV shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BV shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
  - a) Recommendations for improvements and expansion to existing facilities;
  - b) Recommendations for the general location of new facilities;
  - c) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
  - d) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
  - e) Population projections for the period of the plan and demographics on ethnicity, age, and income.
  - f) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
  - a) Phasing of clear and measurable priorities;
  - b) Timeline for completion;
  - c) Estimated cost by project; and
  - d) Possible sources of funding.

### **J. Capital Improvements Program**

#### **1. Financial Analysis**

- BV shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:
  - a) Past, present, and anticipated sources and amounts of income;
  - b) Annual budgets;
  - c) Operating costs;
  - d) Direct and overlapping public debt;
  - e) Outstanding municipal bonds and their schedule of retirement;
  - f) Public improvements financing practices; and
  - g) Recommended standards concerning debt limitations.

#### **2. Capital Needs List**

- Based on the previous studies, and all capital needs, BV shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. BV shall classify the type of capital improvements according to guidelines, such as:
  - a) Mandatory: Those which protect life or health.
  - b) Necessary: Those which are important public services.
  - c) Desirable: Those which replace obsolete facilities.
  - d) Acceptable: Those which reduce operating costs.

#### **3. Capital Improvements Program**

- In consonance with the capital needs list and in coordination with the city's budget, BV shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
- A map shall be prepared to show the projects by type and year of construction.

## **K. Subdivision Ordinance**

### **1. Ordinance Development**

- BV shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

### **2. Ordinance Review**

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BV shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

## **L. Zoning Ordinance**

### **1. Ordinance Development**

- BV shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.
- Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws,
- Based on the Land Use Plan and other plans related to physical development of the municipality, BV shall have prepared a Zoning District Map using the base map.

### **2. Ordinance Review**

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.
- The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

## **Current Planning Activities**

### **Zoning Application and request reviews and analysis**

- Property owner information within 200 feet of site application can be mapped and mailing labels provided.
- Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
- Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
- Zoning Ordinance based upon owner request will be prepared. (Recommended ordinance wording can be provided).
- An analysis/staff report can be prepared for city from a planning perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.
- Adjustments to the Comprehensive Plan and zoning map can be made if approved.

### **Site Plan Applications and request reviews and analysis\***

- Review of application for general completeness for accepting site plan for review.\*
- Review for compliance with appropriate general zoning district or planned development. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- Review for compliance with landscape requirements.
- Review of circulation/fire lanes.
- An analysis/staff report can be prepared for city from a planning design perspective.

- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

#### **Preliminary Plat Applications and reviews**

- Review of application for general completeness for accepting for review. \*\* Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

#### **Final Plat Applications and reviews**

- Review of application for general completeness for accepting for review. \*\* Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review of conformance to preliminary plat.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication between applicant and BV can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

#### **Base Map/Zoning Map Updating:**

- Preparation of new digital base map.
- Updating existing base map.
- Updating or preparing zoning maps.

#### **911 Addressing**

- Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
- Address all new developments

\*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

\*\*If not available BV will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

### **ADA SERVICES**

#### **PHASE 1 ADA Services**

##### **Phase 1A: ADA Coordinator and Department Liaison Selection and Training**

- **Scope:** Assist City with identifying an ADA Coordinator if not already done so. Work with appointed ADA Coordinator to identify ADA Liaisons, at a minimum, for all public facing departments (i.e. Permitting, Water Utility, Library, Parks & Rec., Police, Fire, etc...). Help ADA Coordinator develop training material for distribution to all ADA Liaisons. Also assist ADA Coordinator to develop a master schedule for quarterly, bi-annual or annual meetings between ADA Coordinator and ADA Liaisons (ADA Task Force).

### **Phase 1B: ADA Notice Development and Distribution**

- **Scope:** Assist appointed ADA Coordinator with development of ADA Notice specific to the City represented. Ensure that all ADA notices are displayed at public facing and internal facing areas. Ensure that ADA notice is also placed on city website.

### **Phase 1C: ADA Grievance Procedure Development and Distribution**

- **Scope:** Assist appointed ADA Coordinator with development of ADA Grievance Procedure. Develop complaint form and make complaint form accessible. Ensure that procedure includes ability for complainants to access and file complaints easily. Ensure that grievance procedure is available on city website and accessible.

### **Phase 1D: ADA Training at Staff Level Public Facing Departments**

- **Scope:** Once ADA Coordinator and ADA Liaisons are identified, develop a training schedule to allow public facing department staff to attend ADA training. Assist ADA Coordinator with one training session. Assist with development of training materials.

## **PHASE 2 ADA Services**

**IMPORTANT: Sample of Tasks & Costs Only – Client Specific Tasks & Costs TBD**

### **Phase 2A: ADA Self-Evaluation**

- **Scope:**
  - **Task 1 – Project Management:** Bureau Veritas (BV) will maintain project records, budgets, and communication during the project duration. BV will provide weekly project update calls to assigned City staff (ADA Coordinator) to keep schedule current.
  - **Task 2 – Project Kickoff:** Meet with City staff to introduce the proposed project tasks, schedule, and method of prioritizing barrier removals. Coordinate with City staff to identify and collect necessary documents to support Self-evaluation process and facilities survey.
  - **Task 3 – Initiate Self-evaluation:**
    - **3A:** Meet with major public facing departments ADA Liaisons (Parks & Rec., Police, Fire, Codes & Permitting, Public Works, Library, Health) to begin review ordinances, policies, and procedures of programs, services, and activities.
    - **3B:** Provide instructions and handouts to ADA Liaisons and describe how they can perform reviews of item 3A and by what scheduled date the reviews are due back to BV for compiling.
    - **3C:** Work with ADA Liaisons to ensure they understand their responsibilities to update the final ADA Transition Plan in future years.
  - **Task 4 – Facilities Survey:**
    - **4A: Public buildings** – Survey three (3) City buildings (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
    - **4B: Public parking lots** – Survey three (3) public parking lots (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
    - **4C: City parks** – Survey up to three (3) city parks to review shelters, restrooms, sport courts, fields, pools, concession stands, playground equipment, pedestrian and bicycle trails.
    - **4D: Signalized intersections** – Survey up to fifteen (15) city owned and maintained signalized intersections. BV will evaluate curb ramps and sidewalks leading to each

intersection. Signage at each intersection will also be reviewed. Which intersections to survey depends on City staff input, traffic volumes, and adjacent land uses.

- **4E:** Sidewalks – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.

- **Task 5 – Survey Data Reporting:**

- **5A:** BV will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
  - Listing of facilities in compliance.
  - Listing of facilities not in compliance.
  - Recommended actions to resolve non-compliance elements.
  - Prioritize list of recommended actions based on agreed upon methodologies between BV and City staff.
  - Assign conceptual costs and budget based on prioritized list of recommended actions.
  - Provide photo log of each facility surveyed.
  - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.
- **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

## **Phase 2B: ADA Transition Plan**

- **Scope:**
  - **Task 1** – Coordinate with ADA Coordinator on strategy for developing Transition Plan including review of City ordinances, design standards relating to sidewalks, curb ramps, Identify policies and procedures for compliance with ADA regulations.
  - **Task 2** – Develop **survey** process to assist ADA Coordinator with evaluating accessibility improvements identified in Phase 2A: ADA Self-evaluation. Utilize prioritization methodology developed within Phase 2A for recommended improvements.
  - **Task 3** – **Assist** ADA Coordinator in creating an implementation schedule for accessibility improvements. Prioritize improvements by facility type, severity, and cost estimates.
  - **Task 4** – **Review** and recommend exceptions and exemptions that may apply under ADA regulations such as historic significance, alteration affecting fundamental nature of programs, services, and activities, structural feasibility, and programs affected by financial and administrative burden.
  - **Task 5** – **Assist** ADA Coordinator with defining on-going budget needed to implement the Transition Plan and bring non-compliance elements into compliance. Help identify possible external funding sources if applicable.

## **Phase 2C: Public Participation, Outreach, and City Staff Training**

- **Scope:** The Department of Justice requires public entities to engage with the public during the ADA Transition Plan development including appropriate consultation with individuals with disabilities.

- **Task 1** – BV will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.
- **Task 2** – BV will **prepare** outreach materials and prepare brief summary of the workshop and highlight actions items.
- **Task 3** – Conduct ADA Coordinator and Liaisons training relating to disabilities etiquette, technologies, and procedures that can assist City staff in providing services to people with disabilities.

## **Phase 2D: Meetings, Presentation to Council, and Documentation**

- **Scope:**
  - **Task 1 – Progress Meetings:** BV will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
  - **Task 2 – City Council Meeting:** BV will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
  - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
  - **Task 4 – Draft ADA Self-evaluation and ADA Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
    - **4A:** Executive summary describing the project purpose, process, and significant findings.
    - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
    - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
    - **4D:** BV will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.
  - **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BV will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
  - **Task 6 – Final Deliverables:**
    - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
    - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
    - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

## **HYGIENE SAFETY EXCELLENCE**

BVNA has launched a certification label based on health measures to accompany the resumption of activity in various industries, both private and public. The Hygiene Safety Excellence Certification program assists with reopening facilities and services. Our partnership with the Cleveland Clinic provides clear guidance and ensures confidence for both internal employees and the public as programs and services resume. This certification program includes the following five phases. All phases may be selected or individual phases may be selected to match the needs requiring assistance and BVNA will assist accordingly.



- I. **CONSULTING:** Build a detailed Hygiene Safety Excellence (Guide) for prevention and safety.
- II. **TRAINING AND COMMUNICATION:** Create and administer communication/training kits for good hygiene practices for all employees (optional collaboration initiatives between Client marketing and BV marketing to promote hygiene safety).
- III. **INITIAL AUDIT:** Complete initial audit and reporting of hygiene protocols and operational requirements (optional surface testing if requested).
- IV. **HYGIENE SAFETY EXCELLENCE LABEL:** Apply for Hygiene Safety Excellence Certification (and install Certification label).
- V. **SURVEILLANCE:** Continue ongoing auditing and testing in order to comply with the Hygiene Safety Excellence (Guide).

**ATTACHMENT B  
FEE SCHEDULE**

**CONSTRUCTION CODE SERVICES**

**Fee Table 1 - Commercial and Multi-Family construction plan review**

<b>Valuation</b>	<b>Fee</b>
\$1. <sup>00</sup> to \$10,000. <sup>00</sup>	\$50. <sup>00</sup>
\$10,001. <sup>00</sup> to \$25,000. <sup>00</sup>	\$70.69 for the first \$10,000. <sup>00</sup> plus \$5.46 for each additional \$1000. <sup>00</sup>
\$25,001. <sup>00</sup> to \$50,000. <sup>00</sup>	\$152.59 for the first \$25,000. <sup>00</sup> plus \$3.94 for each additional \$1000. <sup>00</sup>
\$50,001. <sup>00</sup> to \$100,000. <sup>00</sup>	\$251.09 for the first \$50,000. <sup>00</sup> plus \$2.73 for each additional \$1000. <sup>00</sup>
\$100,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$387.59 for the first \$100,000. <sup>00</sup> plus \$2.19 for each additional \$1000. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1,263.59 for the first \$500,000. <sup>00</sup> plus \$1.85 for each additional \$1000. <sup>00</sup>
\$1,000,001. <sup>00</sup> and up	\$2,188.59 for the first \$1,000,000. <sup>00</sup> plus \$1.23 for each additional \$1000. <sup>00</sup>

**Fee Table 2 - Commercial and Multi-Family construction inspection**

<b>Valuation</b>	<b>Fee</b>
\$1. <sup>00</sup> to \$10,000. <sup>00</sup>	\$76. <sup>92</sup>
\$10,001. <sup>00</sup> to \$25,000. <sup>00</sup>	\$108.75 for the first \$10,000. <sup>00</sup> plus \$8.40 for each additional \$1000. <sup>00</sup>
\$25,001. <sup>00</sup> to \$50,000. <sup>00</sup>	\$234.75 for the first \$25,000. <sup>00</sup> plus \$6.06 for each additional \$1000. <sup>00</sup>
\$50,001. <sup>00</sup> to \$100,000. <sup>00</sup>	\$386.25 for the first \$50,000. <sup>00</sup> plus \$4.20 for each additional \$1000. <sup>00</sup>
\$100,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$596.25 for the first \$100,000. <sup>00</sup> plus \$3.36 for each additional \$1000. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1,940.25 for the first \$500,000. <sup>00</sup> plus \$2.85 for each additional \$1000. <sup>00</sup>
\$1,000,001. <sup>00</sup> and up	\$3,365.25 for the first \$1,000,000. <sup>00</sup> plus \$1.89 for each additional \$1000. <sup>00</sup>

**Fee Table 3 - Construction or Improvement of a Residential Dwelling**

<b>New Residential Construction</b>	
<b>Plan Review and Inspection Fee</b>	
<b>Square Footage (S.F.)</b>	<b>Fee</b>
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

<b>Plan Review Only</b>	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
<b>Alterations / Additions / Improvements for Residential Construction</b>	
<b>Trade Permits</b>	<b>Fee</b>
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

\* All fees billed upon issuance of the permit by the jurisdiction

#### **Back-up inspections**

\* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

### **FIRE SERVICES**

#### **Single Family Residential Fire Services**

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

#### **Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)**

<b>Valuation</b>	<b>Fee, Each System</b>
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

#### **Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)**

<b>Valuation</b>	<b>Fee, Each System</b>
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00

\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

#### **Fire Underground**

Fire Code Plan Review	\$200.00
Fire Code Plan Inspection	\$250.00

#### **Fire Extinguisher Suppression System**

Per permit, one Inspection	\$450.00
Each re-inspection	\$100.00

#### **Fire Certificate of Occupancy Inspections**

Fire Certificate of Occupancy inspections	\$150.00
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#### **Annual Fire Safety Inspections**

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

#### **Underground / Aboveground Fuel Storage Tanks**

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

#### **Site Plan**

Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

#### **Square Foot Construction Costs**

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

**New Building**

Group B occupancy  
 Type VB construction  
 10,000 square feet total building area  
 Declared construction valuation \$1,200,000.  
 Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.  
 The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

\* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

## HEALTH SERVICES

### PER INSPECTION ONLY:

Food Service Inspections - Per each inspection	\$150.00
<ul style="list-style-type: none"> <li>• Permanent Food Establishment Inspection</li> <li>• Mobile Food Vendor (Hot and Cold Truck) Inspection</li> <li>• Seasonal Vendor Inspection</li> <li>• Public Swimming Pool Inspection</li> </ul>	
Temporary Event Inspection - Per each permit	\$100.00
Complaint Investigation - Per each complaint	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health	\$150.00
Final and CO inspections and/or for each re-inspection.	per hour
* Minimum one hour	

## PUBLIC WORKS SERVICES

Public Works Plan Review Only	1.0% of the cost of construction
Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	\$150/hour, minimum 4 hours.

## PLANNING AND MAPPING SERVICES

**Fixed Fees (Based on estimated population in \$/1,000 people, minimum 5,000 people)**

Comprehensive Planning and Mapping			
Item	Elements	Cost / 100 people	Min. Hours
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	\$2,000	67
2	Parks & Recreation	\$750	25
3	Thoroughfare Plan	\$750	25
4	Central Business District Planning	\$1,250	42
5	Zoning Ordinance	(fixed fee) \$6,500	43
6	Subdivision Ordinance	(fixed fee) \$6,500	43
7	Streets Condition Study	\$700	23
8	Water Study Distribution and Supply	\$1,000	33

9	Wastewater Collection and Treatment	\$1,000	33
10	Capital Improvement Plan	\$300	10
11	Digital Map preparation*	\$1,000	33
12	Citizen Participation	\$1,250	42
As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element			
* Assume easy access to documents - additional research listed under additional services			

### Hourly Fees

Available Planning Services	
Element	Cost
Site Plan Review	\$150 per hour (1 hour minimum)
Site Plan Preparation	\$150 per hour (1 hour minimum)
Zoning Application Review	\$150 per hour (1 hour minimum)
SUP Application Review	\$150 per hour (1 hour minimum)
Zoning Board of Adjustment Application Review	\$150 per hour (1 hour minimum)
Sign Application Review	\$150 per hour (1 hour minimum)
Zoning Case Ordinance Preparation	\$150 per hour (1 hour minimum)
Plat Review - Planning Perspective	\$150 per hour (1 hour minimum)
Public Hearing Notice map and ownership list (City Mails)	\$150 per hour (1 hour minimum)
Zoning Map Updates	\$150 per hour (1 hour minimum)
911 Address mapping (First Time)	\$1,000 per person Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)
City Council/Planning and Zoning Meeting	\$225 per hour (1 hour minimum)
Contract Planning Director	\$175 per hour (1 hour minimum)
Contract Planner	\$150 per hour (1 hour minimum)
Contract work for Developer interests	\$150 per hour (1 hour minimum)
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)
Additional Services	\$150 per hour (1 hour minimum)
* Assume easy access to documents - additional research listed under additional services	

### Reimbursable Expenses (\$150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography and reproduction
- Special shipping



## ADA SERVICES

### Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	\$150.00	\$6,000.00
1B – ADA Notice Development & Distribution	40	\$150.00	\$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	\$150.00	\$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	\$150.00	\$8,400.00
<b>Grand Total:</b>	<b>176 (1.5 wks)</b>		<b>\$26,400.00</b>

### Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	\$150.00	\$86,400.00
2B – ADA Transition Plan	96	\$150.00	\$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	\$150.00	\$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	\$150.00	\$25,200.00
<b>Grand Total:</b>	<b>880 (5.5 mos.)</b>		<b>\$132,000.00</b>

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV can review and provide cost estimates to accommodate the City.

## HYGIENE SAFETY EXCELLENCE

Service(s)	Related Protocol(s)	Fee(s)
Consulting – Hygiene Safety Excellence Protocol (Guide)	Client Specific (One-time fee)	\$1,250 per man day
eLearning platform and sector specific modules	Client Specific	\$15 per user, plus • One-time setup cost \$500 • Optional custom portal per unique module / department function (\$2,000)
Physical Audit	Client Specific	\$1,450 <i>estimate per Facility*</i>
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	\$195 <i>estimate per Facility</i>
*The fee for a larger-sized building may be a higher fee than the estimated Fee shown in the Table. BVNA will propose a fee per facility.		
**BVNA recommends 10 surface tests per property of random surfaces of service counters, etc.		



Agenda Date: March 25, 2024  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Specific Use Permit for Sale of Alcoholic Beverages at 712 N. Cottage Ave.  
Date Submitted: 03/19/2024

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**SUMMARY:**

Discussion and consideration of a request for a Specific Use Permit for the sale of alcoholic beverages for off-premises consumption by Ordonez Groceries located at 712 N. Cottage Avenue. The applicant is Gorgonio Ordonez, Jr. The property is located within a Mixed Use Neighborhood (MUN), which allows the sale of alcoholic beverages by Specific Use. On February 23, 2024, twelve notices were mailed to property owners within 200-feet of the location of the specific use permit request. None have been returned in favor of the request. One (8.3%) has been returned in opposition. Eleven (91.7%) owners did not respond.

During the regular meeting of the Planning and Zoning Commission held on March 7, 2024, a motion to deny the Specific Use Permit passed unanimously by 5-0 vote.

**RECOMMENDED ACTION:**

For discussion and consideration.

**CITY MANAGER APPROVAL:**

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**Attachments**

Application  
Staff Report

# 240077



## SPECIFIC USE PERMIT APPLICATION

### APPLICANT INFORMATION

Applicant Name: Gorgonio Ordonez, Jr. (Ordonez Groceries LLC)  
Address: 808 North Cottage Avenue  
City: Palestine State: Texas Zip: 75801  
Phone Number: 903-948-7341 Email: \_\_\_\_\_ Fax: \_\_\_\_\_

### PROPERTY DESCRIPTION

Address (if available): 712 North Cottage Avenue  
Subdivision: \_\_\_\_\_ Lot: 5B & 6 Block: B2  
Anderson County Appraisal District Block Map # \_\_\_\_\_ Tract #: \_\_\_\_\_  
Existing Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No  
Proposed Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No

### PRESENT USE OF PROPERTY

Describe how the property is currently being used: The building on the property is being used as a grocery store, selling produce, soft drinks, dairy products, and misc. dry goods.

### PROPOSED USE OF PROPERTY

Describe the proposed use of the property (be specific): \_\_\_\_\_

PLEASE SEE ATTACHED

Attach additional sheets if necessary including any surveys or drawings that will show the proposed improvements on the property.

Application continued on the second page.



## SPECIFIC USE PERMIT APPLICATION

### PROPERTY OWNER OR AUTHORIZED APPLICANT ACKNOWLEDGEMENT

I acknowledge under penalty of perjury that I am the legal owner of the property described in the application or, alternatively, that I am authorized to represent all of the owners of the property described in this application.

State of: Texas County of: Anderson

This instrument was acknowledged before me on the

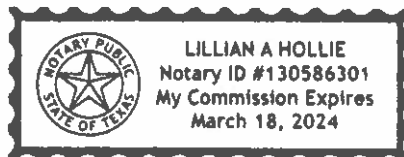
07/02/2024

Day/Month/Year

By: Lillian Hollie

Signature of Notary Public

Signature of Applicant



**Gorgonio Ordóñez, Jr.**  
**Ordones Groceries LLC**  
**712 North Cottage Avenue, Palestine, Texas 75801**

**Attachment to Specific Use Application**

**PROPOSED USE OF PROPERTY**

*Describe the proposed use of the property (be specific):*

The proposed use of the property is the addition of the sale of beer and wine to the items already sold by Ordones Groceries (currently selling groceries, produce, soft drinks, dairy products and misc. dry goods).

The license being applied for through the State of Texas limits the sale of beer and wine to be consumed off-premises only.

On October 11, 2021, The City Council declined to issue a Specific Use Permit to Ordones Groceries. The Public Hearing minutes specified that, although two Notification Surveys were received back in favor of the request, the Planning and Zoning Commissions stated Notification Surveys were not available in Spanish.

Therefore, we are requesting that the Notification Surveys pertinent to this application be sent in both Spanish and English or to be notified if that is something the applicant needs to undertake.

As part of the current State Application underway, a Legal Notice was published in the Palestine Herald Press for two consecutive days with no response (see attached). Recently Ordones Groceries status as an LLC in good standing was verified by the State Controller's Office.

We are questioning the measurements used to determine the proximity of the grocery store to the New Jerusalem Church located at 814 Spencer Street. Measurements, utilizing instructions found in Charter Reference – "location of alcoholic beverage establishments (b)," taken independently do not agree with your records.

Also being questioned is the use of term, "alcoholic beverage establishment" in the Charter reference. The grocery store will be selling beer and wine to be consumed off-site and as part of their inventory, not as their sole inventory as the term "establishment" implies.

Secondly, we understand the Police Department was represented at the City Council Meeting of October 11, 2021 and can appreciate the concern. Therefore, we have requested and received Police Report records for the area surrounding the grocery store. Records indicate that the neighborhood is safe with only a "dog incident" reported since 2021. The grocery store itself is

secured with iron bars. Mr. Ordonez's family residence is directly behind the grocery store. He has a vested interest in continuing to keep the neighborhood safe for his family and neighbors.

Mr. Ordonez seeks to be competitive and to grow his business while providing a safe alternative to traveling out of the neighborhood to make these purchases.

Meeting Minutes

Palestine Herald

Police Report

Mapping Requirements





**CITY COUNCIL**  
**AGENDA DATE: March 25, 2024**  
**ITEM XZ-24-2 / STAFF REPORT**

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**REQUEST:** A specific use permit to allow the sale of alcoholic beverages by Ordonez Groceries located at 712 North Cottage Avenue

**APPLICANT:** Gorgonio Ordonez, Jr.

**EXHIBITS:** Zoning Map, Area Map, Measurement of Distance to Church

**PREPARED BY:** Susan Davis, Planning Tech

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**PROPERTY INFORMATION**

**LOCATION:** 712 Cottage Avenue

**ZONING:** MUN, Mixed Use Neighborhood

**OVERLAY ZONES:** None

**LAND USE:** Commercial - Grocery Store

**ADJACENT ZONING:** MUN, Mixed Use Neighborhood and MR, Mixed Residential

**ACREAGE:** 0.4305 acres

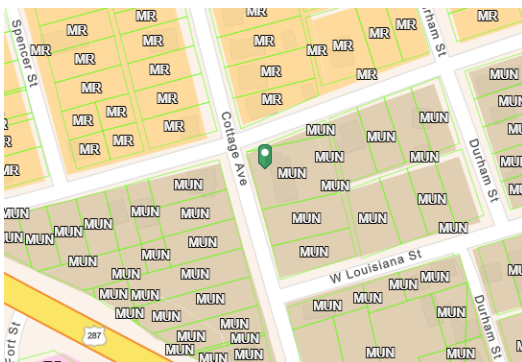
**SUBDIVISION:**

**SUMMARY OF REQUEST**

The applicant, Gorgonio Ordonez, Jr., applied for a specific use permit to allow the sale of beer and wine by his grocery store located at 712 North Cottage Avenue for off-premises consumption. The property is zoned MUN, Mixed Use Neighborhood which allows the sale of alcoholic beverages if approved by specific use permit.

**PROPERTY ZONING AND LAND USE**

The property where the sale of alcoholic beverages is proposed to be located is zoned Mixed Use Neighborhood. Adjacent zoning districts include Mixed Residential to the north and Mixed Use Neighborhood to the south, east, and west.



## **PUBLIC NOTICE**

On February 23, 2024, twelve notices (written in English and Spanish) were mailed to property owners within 200-feet of the location of the specific use permit request. One (8.3%) has been returned in favor of the request. One (8.3%) has been returned in opposition. Ten (83.4%) owners did not respond.

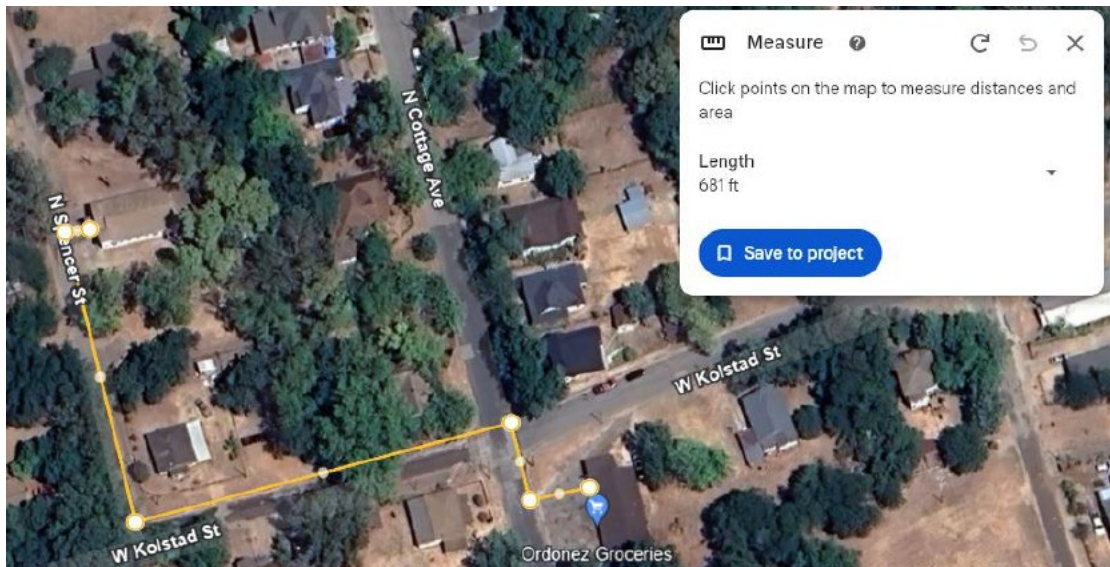
## **ZONING AND DEVELOPMENT REQUIREMENTS**

Chapter 10, Article 1, Section 10-2 of the Code of Ordinances for the City of Palestine provides as follows:

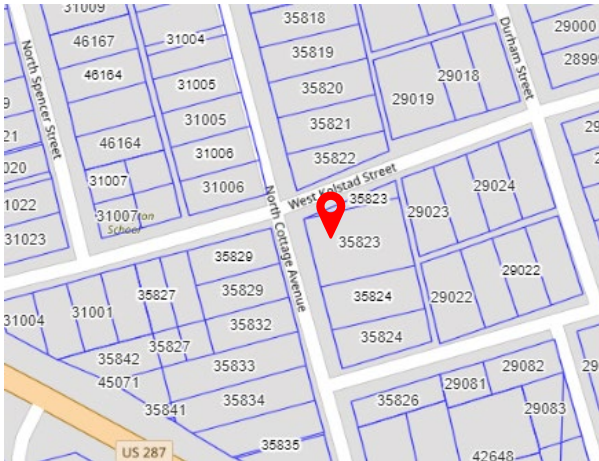
### Sec. 10-2. - Proximity of business to churches, hospitals and schools.

- (a) No alcoholic beverage license or permit shall be issued to any dealer or person engaged in the handling of alcoholic beverages as defined in the Alcoholic Beverage Code, where the place of business of any such dealer or person is within 300 feet of any church, public hospital, school or other educational institution.
- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door and in direct line across intersections.

New Jerusalem Baptist Church is located at 814 Spencer Street, Palestine, Avenue. The distance between Ordonez Groceries and New Jerusalem Baptist Church is 681 ft. based upon measurements along the property lines of the street fronts and from front door to front door as shown on the map below:



### **SPECIFIC USE PERMIT LOCATION MAP**



### **STAFF COMMENTS**

On October 11, 2021, City Council declined to issue a Specific Use Permit to Ordonez Groceries after discussing concerns of beer and wine being sold in a residential neighborhood and notification surveys not being available in Spanish.

Notification Surveys were mailed to the property owners within a 200 ft. radius in both English and Spanish on February 23, 2024.

In addition, the map provided during the October 2021 Planning and Zoning and City Council meetings indicates that distance between New Jerusalem Church and Ordonez Groceries was 284.3 ft. The method of measurement was in a straight line directly to a property identified as the church and across adjacent property owner's property. The information available through mapping and the Anderson County Appraisal District indicates that the church is several lots north of the property identified on the 2021 map.

## **PLANNING & ZONING COMMISSION RECOMMENDATION**

During the regular meeting of the Planning and Zoning Commission held on March 7, 2024, a motion to deny the Specific Use Permit passed unanimously by 5-0 vote.



Agenda Date: March 25, 2024  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Specific Use Permit for Manufactured Home at 210 Kentucky  
Date Submitted: 03/19/2024

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**SUMMARY:**

Discussion and consideration of a Specific Use Permit for placement of a manufactured home at 210 W. Kentucky Street, Yokum & Hearn, Block M, Lot 1R, 2R, 3R, which is zoned Mixed Residential. The applicants are David and Kimberly Hively. On February 15, 2024, twelve notices were mailed to property owners within 200 feet of the location of the specific use permit request. Three (25%) have been returned in favor of the request, one (8.3%) has been returned in opposition, and eight (66.7%) have not responded. During the regular meeting of the Planning and Zoning Commission, a motion to approve the Specific Use Permit passed unanimously 5-0.

**RECOMMENDED ACTION:**

For discussion and consideration.

**CITY MANAGER APPROVAL:**

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**Attachments**

Application  
Staff Report



210 Kentucky St #24025  
R 37017-2085  
R 840018  
R 840017

## SPECIFIC USE PERMIT APPLICATION

### APPLICANT INFORMATION

Applicant Name: David & Kimberly Hively  
Address: 312 S Carroll St.  
City: Athens State: Texas Zip: 75751  
Phone Number: 903-288-7073 Email: david.hively1968@gmail.com Fax: \_\_\_\_\_

### PROPERTY DESCRIPTION

Address (if available): 210 Kentucky St  
Subdivision: Yakum & Hearns Lot: 2R-3R Block: M  
Anderson County Appraisal District Block Map # \_\_\_\_\_ Tract #: \_\_\_\_\_  
Existing Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No  
Proposed Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No

### PRESENT USE OF PROPERTY

Describe how the property is currently being used: vacant lot  
\_\_\_\_\_  
\_\_\_\_\_

### PROPOSED USE OF PROPERTY

Describe the proposed use of the property (be specific): \_\_\_\_\_  
Double Wide Mobil home for Residence  
w Storage building  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach additional sheets if necessary including any surveys or drawings that will show the proposed improvements on the property.

Application continued on the second page.



CITY OF PALESTINE DEVELOPMENT SERVICES / 504 N. QUEEN ST. / PALESTINE, TX. / 903-731-8495

### SPECIFIC USE APPLICATION PERMIT

PERMIT #:	240025	DATE ISSUED:	1/22/2024
JOB ADDRESS:	<del>1601 S MAGNOLIA ST</del> 210 Kentucky St	EXPIRES:	7/20/2024
SUBDIVISION:		TRACT #:	
LOT:		LAND USE ZONE:	
BLOCK:			
ISSUED TO:	DAVID&KIMBERLY HIVELY	CONTRACTOR:	DAVID&KIMBERLY HIVELY
ADDRESS:	312 S CARROLL ST	ADDRESS:	312 S CARROLL ST
CITY, STATE ZIP:	ATHENS TX 75751-2532	CITY, STATE ZIP:	ATHENS TX 75751-2532
PHONE:	903-288-7073	PHONE:	
DESC. OF WORK:	SPECIFIC USE PERMIT	CLASS OF WORK:	SPECIFIC USE
CONST. TYPE:		PROJECT SIZE:	0.00
PROJ VALU:	\$ 160,000	NUMBER OF STORIES:	
ARCHITECT:		ENGINEER:	
PROPERTY USE:		MAX OCC. LOAD:	
		OCCUPANCY:	

WORK DESCRIPTION: APPLICATION FEE FOR SPECIFIC USE CONSIDERATION FOR PLACEMENT OF SINGLE FAMILY MANUFACTURED HOME TO BE PLACED ON CURRENT VACANT LOT

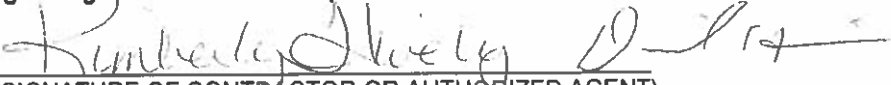
SPECIAL CONDITIONS:

DESCRIPTION	CONTRACTOR	
SPECIFIC USE PERMIT	DAVID&KIMBERLY HIVELY	\$125.00

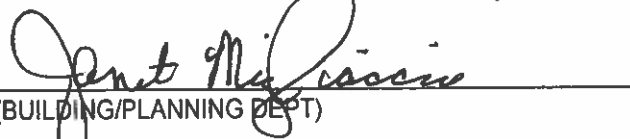
### NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performances of construction and that I make this statement under penalty of perjury.

  
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

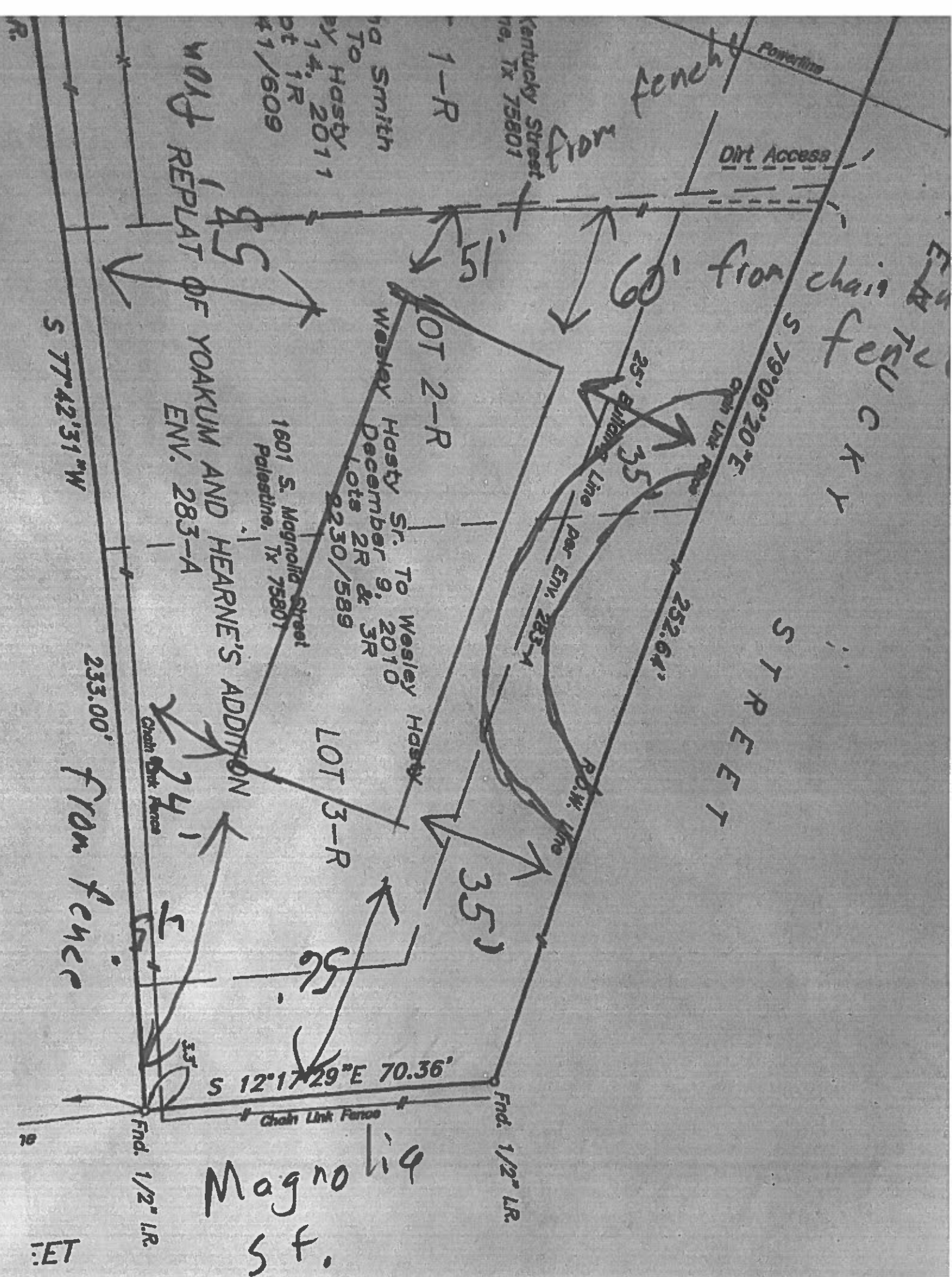
1/22/2024  
DATE

  
(BUILDING/PLANNING DEPT)

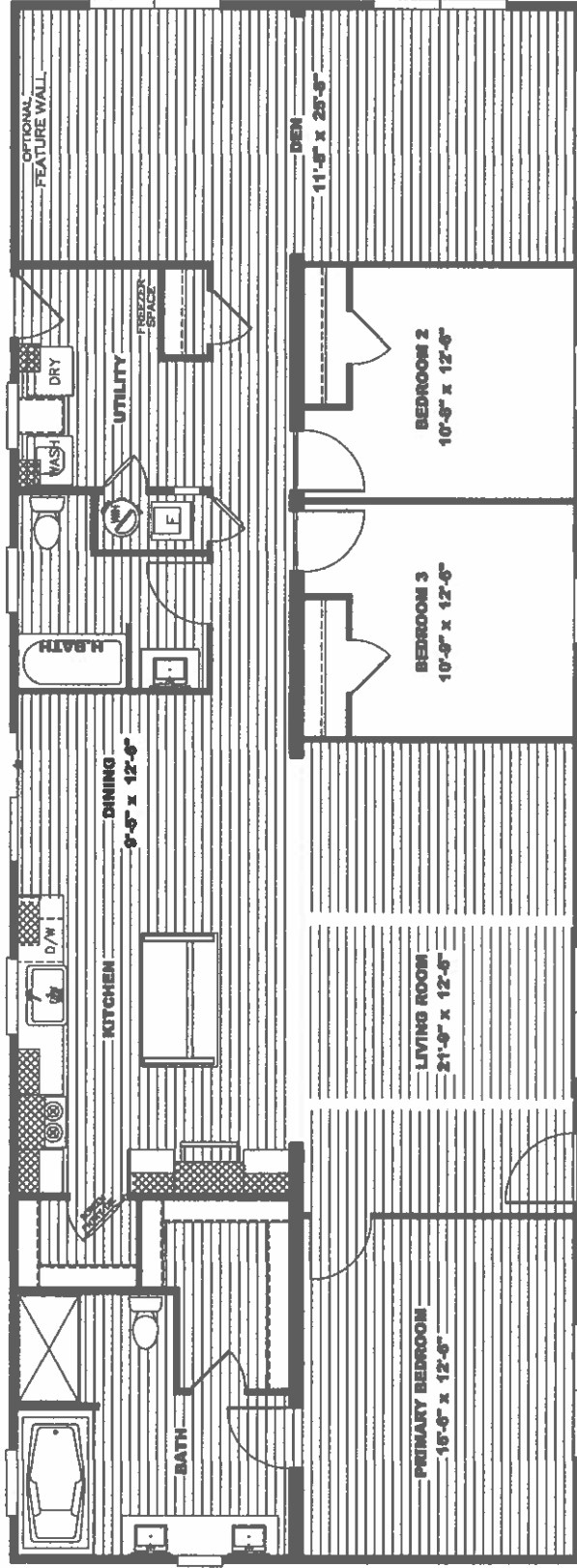
1/22/24  
DATE

FOR INSPECTIONS PLEASE CALL (903)731-8435









MODEL #FRM28723A  
DRAWING # 52M023  
28'X72' FARM 3 FLEX





**CITY COUNCIL**  
**AGENDA DATE: March 25, 2024**  
**ITEM XZ-24-1 / STAFF REPORT**

---

<b>REQUEST:</b>	A specific use permit to allow a manufactured home to be placed at 210 Kentucky Street
<b>APPLICANT:</b>	David and Kimberly Hively
<b>EXHIBITS:</b>	Manufactured home floor plan, Area Map, and Photos of Adjacent Properties
<b>PREPARED BY:</b>	Susan Davis, Planning Tech

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**PROPERTY INFORMATION**

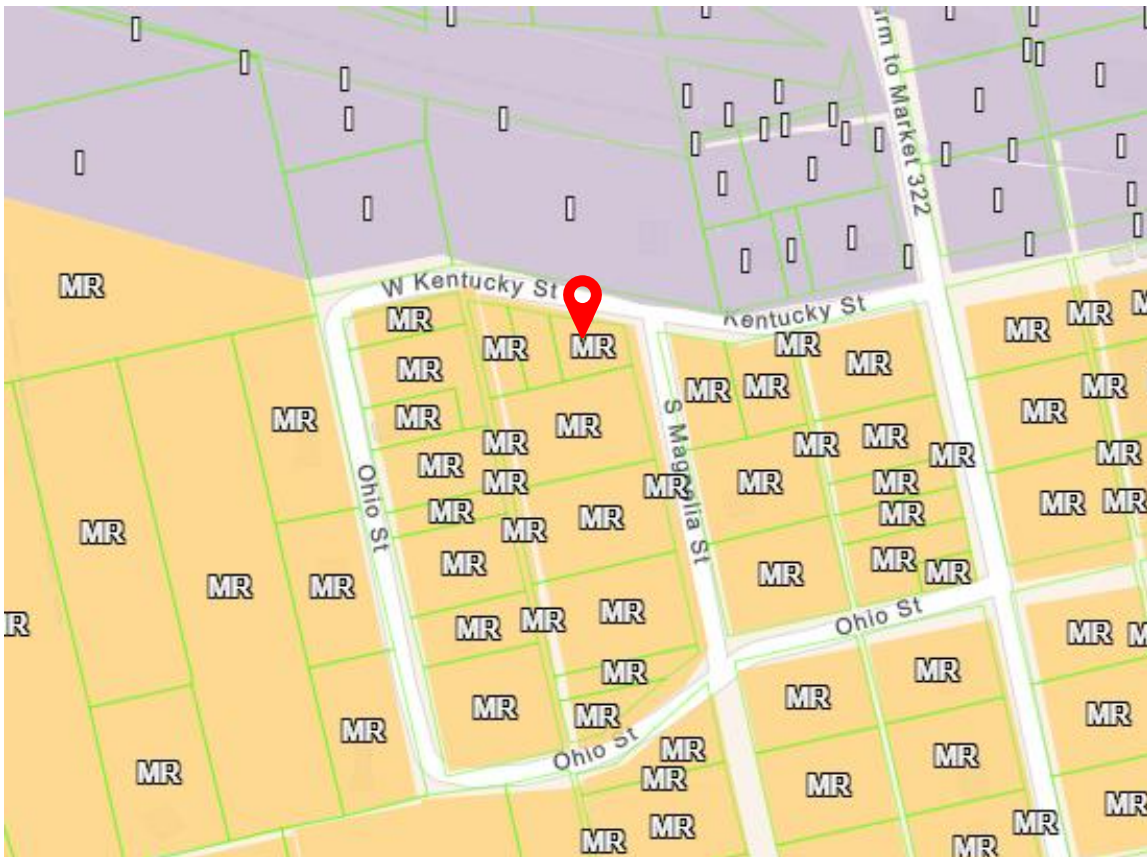
LOCATION:	210 Kentucky Street
ZONING:	MR, Mixed Residential
OVERLAY ZONES:	None
LAND USE:	Vacant
ADJACENT ZONING:	I, Industrial
ACREAGE:	1.3754 acres
SUBDIVISION:	Yokum & Hearn

**SUMMARY OF REQUEST**

The applicants, David and Kimberly Hively, applied for a specific use permit to place a double-wide mobile home at 210 Kentucky Street. The property is zoned MR, Mixed Residential which allows the placement of a mobile home if approved by specific use permit.

**PROPERTY ZONING AND LAND USE**

The property where the mobile home is proposed to be located is zoned Mixed Residential. Adjacent zoning districts include Mixed Residential to the east, south and west; and I, Industrial zone to the north.



### **WATER, SEWER AND STREET ACCESS**

Public water, sewer and street access are available from Kentucky and/or S. Magnolia Street.

### **PUBLIC NOTICE**

On February 15, 2024, twelve notices were mailed to property owners within 200-feet of the location of the specific use permit request. Three (25%) have been returned in favor of the request. One (8.3%) has been returned in opposition. Eight (66.7%) owners did not respond.

### **ZONING AND DEVELOPMENT REQUIREMENTS / MOBILE HOMES**

The requirements for placement of a manufacture home are stated as follows:

- Mobile home manufactured cannot be over five years old;
- Non-combustible underpinning shall be installed;
- The front of the mobile home shall face the street;
- All-weather off-street parking spaces for two vehicles;
- Only double-wide mobile homes shall be considered for a specific use permit;



There are no structures on the property where the manufactured home is proposed to be located. The area is sparsely populated with single family residences, which includes manufactured homes.

During the regular meeting of the Planning and Zoning Commission held on March 7, 2024, a motion to approve the Specific Use Permit passed unanimously by 5-0 vote.



Agenda Date: March 25, 2024  
To: City Council  
From: Christophe Trahan, Economic Development Director  
Agenda Item: Downtown Grant Performance Agreement between the PEDC and Mabrico Phil Johnson  
Date Submitted: 03/15/2024

---

**SUMMARY:**

Consider and take possible action on a Downtown Grant Agreement between the Palestine EDC and Mabrico Phil Johnson in an amount not to exceed \$46,583.25.

**RECOMMENDED ACTION:**

Staff recommends consideration and approval of a Downtown Grant Agreement between the Palestine EDC and Mabrico Phil Johnson in an amount not to exceed \$46,583.25.

**CITY MANAGER APPROVAL:**

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**Attachments**

Downtown Grant Agreement - Phil Johnson  
Downtown Grant Application - Phil Johnson

## **DOWNTOWN GRANT PERFORMANCE AGREEMENT**

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Mabrico Phil Johnson, sole proprietor d/b/a Dogwood Embroidery ("APPLICANT"), whose current address is 404 W. Oak St. Palestine, TX 75801.

### **RECITALS**

**WHEREAS**, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

**WHEREAS**, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

**WHEREAS**, the APPLICANT submitted its Application dated March 6, 2024 for a Downtown Grant ("APPLICATION"); and

**WHEREAS**, the APPLICANT plans to make real property capital investments of **Sixty-Two Thousand One Hundred Eleven Dollars and No Cents (\$62,111.00)** for the purpose of full roof replacement, replacement of an HVAC system, and plumbing upgrades at the business property of Dogwood Embroidery, that being 404 W Oak St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Forty-Six Thousand Five Hundred Eighty-Three Dollars and Twenty-Five Cents (\$46,583.25)** ("GRANT").

**NOW, THEREFORE**, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. APPLICANT'S OBLIGATIONS**

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.



1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before December 12, 2024.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

## **2. FUNDING**

2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.

2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

## **3. REPRESENTATION AND WARRANTIES**

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (the "**Public Information Act**"). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any

other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 404 W Oak St, Palestine, Texas 75801, is sold or conveyed for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

#### **4. REMEDIES**

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

#### **5. MISCELLANEOUS PROVISIONS**

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

**5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.**

**PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.**

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

## 6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

**AGREED** and **SIGNED** to be effective as of the Effective Date.

**For the Applicant(s):**

Dogwood Embroidery

By \_\_\_\_\_ Date \_\_\_\_\_  
**Mabrico Phil Johnson, Owner**

**For the PEDC:**

Palestine Economic Development Corporation

By \_\_\_\_\_ Date \_\_\_\_\_  
**Ben Campbell, Board President**

**APPROVED:**

City of Palestine, Texas

By \_\_\_\_\_ Date \_\_\_\_\_  
**Mitchell Jordan, Mayor**

**APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION  
DOWNTOWN GRANT PROGRAM**

1. Applicant/Applicants name(s): Mubric Phil Johnson
2. Type of grant(s) being requested:  
☒ First Time Applicant  
☐ Recurring Applicant
3. Applicants contact Information.
- a. Phone 903. 922-9644
- b. Fax \_\_\_\_\_
- c. Email philmaabrico@yahoo.com
4. Physical address of property for which grant is being requested.  
\_\_\_\_\_
5. Is the property in the Palestine Main Street Overlay District? ☒ Yes ☐ No  
(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
6. Is the property in the Palestine Historic Overlay District? ☒ Yes ☐ No  
(Historic district overlays can be found on the map at <https://downtowntx.org/palestine-texas> )
7. What is the Zoning for the property? ☐ CBD ☐ MUN ☐ RC ☐ I  
(Zoning information can be found at [cityofpalestinetx.com](http://cityofpalestinetx.com) )
8. Is the property in the National Register's Palestine New Town Commercial Historic District? ☒ Yes ☐ No  
(Historic District information can be found at <https://atlas.thc.texas.gov/NR/pdfs/100007058/100007058.pdf> )
9. Is it a Contributing property? ☐ Yes ☐ No (Map on page 86^)
10. Is the property individually listed on the National Register of Historic Places? ☐ Yes ☒ No
11. Is the property a designated Palestine Historical Landmark? ☐ Yes ☒ No
12. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?  
☐ Yes ☐ No
13. Current occupancy type \_\_\_\_\_ Occupancy type upon project completion \_\_\_\_\_
14. Please provide the total square footage of the property: 4800 sq ft
15. Is this a mixed-use (commercial & residential) property?  
☐ Yes ☒ No

If so, please provide a breakdown of the square footage of the property based on current use:

Commercial: \_\_\_\_\_ sq ft

Residential: \_\_\_\_\_ sq ft

16. No. of Stories: 2
17. Business name, if applicable Dogwood Embroidery & More
18. Mailing address 404 ~~04~~ West Oak Palestine, Tx 75801



19. This business is a

☒ Sole proprietorship

☐ Partnership

☐ Corporation

☐ Other \_\_\_\_\_

Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc....

20. Please provide a brief description of business activity.

Currently Dogwood Embroidery is downstairs,  
looking to provide commercial space here  
for upstairs

21. Is this property owned or leased by Applicant?

☒ Owned, please provide proof of ownership.

☐ Leased, please provide a copy of the lease agreement.

Name of Lessor \_\_\_\_\_

Address of Lessor \_\_\_\_\_

Lessor Contact: phone \_\_\_\_\_ email \_\_\_\_\_

22. Date business established in Palestine, TX, if applicable \_\_\_\_\_

23. Number of employees, if applicable \_\_\_\_\_ Number of new employees, if applicable \_\_\_\_\_

24. Please provide a description of the proposed project:

Replace<sup>roof</sup>/new roof, Install new/update  
HVAC units, run plumbing upstairs for bathroom/wash area  
for future commercial use.

25. Proposed scope of work (Check all that apply):

**Façade/Exterior Walls:**

☐ TOTAL/MAJOR RESTORATION or ☐ PARTIAL RESTORATION OR MAINTENANCE

Including: ☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☐ Awning  
☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint\*  
☐ Other \_\_\_\_\_

**Critical Building Components:**

☒ REPLACEMENT OR MAJOR REPAIR or ☐ MINOR REPAIR OR MAINTENANCE

Including: ☐ Foundation ☐ Exterior Wall System ☒ Roof  
☒ Plumbing ☐ Gas System ☐ Electrical ☒ Air Conditioning/Heat  
☐ Other \_\_\_\_\_

**Other Building Components:**

☐ NEW INSTALLATION or ☐ MAJOR REPAIR OR REPLACEMENT

Including: ☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure  
☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs  
☐ Interior Painting  
☐ Other \_\_\_\_\_

**Business/Property Signage:**

☐ NEW SIGN/SIGNAGE PACKAGE or ☐ RESTORATION OF A HISTORIC SIGN

**Texas Accessibility Standards (TAS) Upgrades:**

- ☐ Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or modification to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.
- ☐ Provision of Communication and Signage that conveys information or instructions that is accessible and usable by people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with specified visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.
- ☐ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens, kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining surfaces, work surfaces, storage, etc.
- ☐ Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the use of electronic devices or systems to access information or services. Examples of technology and digital accessibility include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines, two-way communication systems, etc.
- ☐ Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground space, reach ranges, operable parts, seats, etc.

26. Amount of grant funds requested \_\_\_\_\_

(Total possible funding per grant application is \$75,000 maximum)

27. Total projected cost of project \$62,111.00

28. Estimated start date of project ASAP

29. Estimated completion date of project October 31, 2024

30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2) licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed and bonded contractor may be considered as a substitute for one of the required estimates.

31. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications, and other material to describe your project

32. Please attach photos of existing conditions.

33. Please provide any additional information you believe to be important concerning this grant application.

34. I (we) the undersigned do hereby acknowledge, certify, and agree:

A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.

B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.

C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120<sup>th</sup> day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.

D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council.

E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.

F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.

G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.

H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 07 day of MARCH, 2024

Applicant M. Gal Applicant \_\_\_\_\_

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provided with this application and the research documented above, at a minimum the project will require the following from Development Services:

<input type="checkbox"/>	No further municipal approvals	
<input checked="" type="checkbox"/> N/A	Pre-Development Meeting - Recommended	Date Scheduled _____
<input checked="" type="checkbox"/> N/A	Certificate of Appropriateness from HLC	Date Received _____
<input checked="" type="checkbox"/> N/A	Historic Landmark Commission (HLC) Hearing	Date Scheduled _____
<input type="checkbox"/>	Sign Permit Application	
<input type="checkbox"/>	Main Street Advisory Board Review	Date Scheduled _____
<input checked="" type="checkbox"/> N/A	Specific Use Permit Application	
<input checked="" type="checkbox"/> N/A	Zoning Change Application	
<input checked="" type="checkbox"/> N/A	Planning & Zoning Commission Hearing	Date Scheduled _____
<input checked="" type="checkbox"/> N/A	City Council Meeting to Approve Specific Use Permit	Date Scheduled _____
<input type="checkbox"/>	Procedure for Commercial New Construction and Additions with Building Permit	
	(Refer to checklist from Development Services for complete list of documents required)	
<input type="checkbox"/>	Procedure for Commercial Remodels and Repairs with Building Permit	
	(Refer to checklist from Development Services for complete list of documents required)	
<input checked="" type="checkbox"/>	Multi-Trade Subcontractor Permit Application (electrical, <u>plumbing</u> , <u>mechanical</u> )	
<input checked="" type="checkbox"/> N/A	Water and Sewer Tap Application	
<input type="checkbox"/>	Health Department Plan Review and Inspection	
<input checked="" type="checkbox"/>	Fire Inspection	
<input type="checkbox"/>	Public Works & Utilities Inspection	
<input checked="" type="checkbox"/>	Building Inspection	
<input checked="" type="checkbox"/> N/A	Clean and Show Application	
<input checked="" type="checkbox"/>	Certificate of Occupancy Application	

Approval of HPO or Interim Director of Development Services:

Susan Davis Date: 3/13/2024

Approval of Mainstreet District Coordinator:

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

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!



Agenda Date: March 25, 2024  
To: City Council  
From: Shannon Davis, Fire Department Chief  
Agenda Item: Fire Chief  
Date Submitted: 03/19/2024

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**SUMMARY:**

Consider replacing Fire Engine 4. Engine 4 continues to experience mechanical and electrical issues, which often causes it to be out of service. Engine 4 is 23 years old and needs to be retired. A "Demo Pumper" is an apparatus already built and can be put into service as soon as May 2024.

**RECOMMENDED ACTION:**

Staff respectfully requests the funding necessary to purchase a replacement apparatus.

**CITY MANAGER APPROVAL:**

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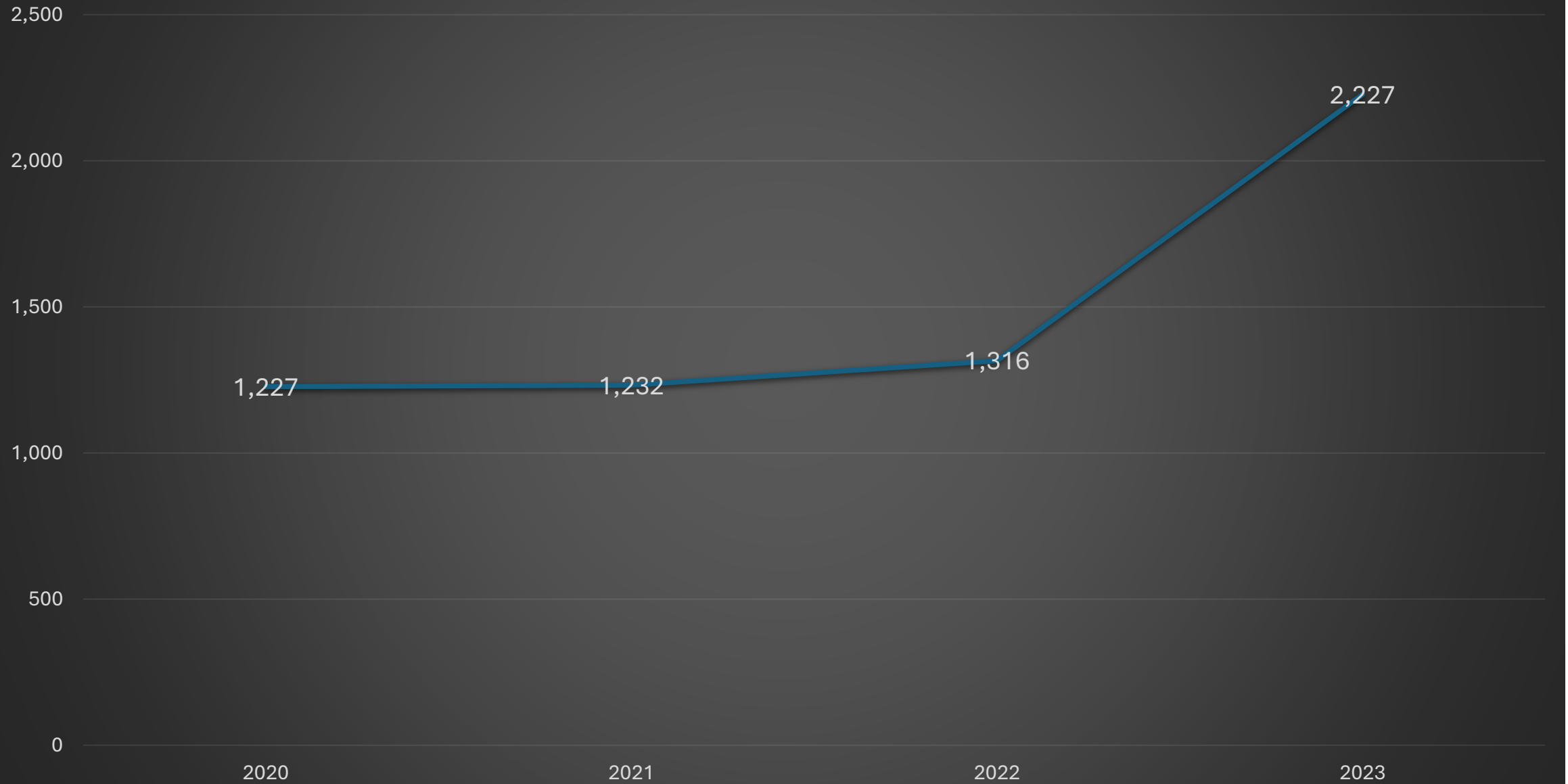
**Attachments**

Apparatus Replacement  
Lonestar Emergency Group Apparatus Proposal

# Palestine Fire Department

## **Apparatus Replacement**

## Emergency Responses Each Year





- The number of emergency responses has increased over the past several years.

2020 – 1,227

2021 – 1,232

2022 – 1,316

2023 – 2,227

- 911 more calls from January 2022 to January 2023
- On pace for approximately 2,500 to 3,000 calls for 2024

- 234 days Engine 2 and/or 4 were out of service January 2023 to January 2024
- 189 calls responded to in Grass 1 and Brush 1 while Engines 2 and 4 were out of service.

Grass 1 responded to 4 structure fires (one of which was 2015 Tile Factory Rd. warehouse fire).

Brush 1 responded to 1 structure fire.

Utility truck responded to 8 emergencies.

- Unable to perform Preventative Maintenance on apparatus due to other apparatus being out of service.
- With the shortage of apparatus, citizens and their property are at risk. Just as important, Firefighter safety.

- NFPA 1901 recommends that apparatus should be put in reserve status at the 15-year mark and retired at the 20-year mark.
- Demo truck can be in service as soon as the middle of May 2024. No 22-30 month wait period.
- \$200 – \$250k less than a custom apparatus
- Engine 2 – 2004: 153,858.3 mi.
- Engine 4 – 2001: 147,2080 mi.
- Engine 2 failed pump test 2023
- Engine 4 failed pump tests in 2020, 2021, 2022







4553 Aldine Bender  
Houston, TX 77032  
833-777-FIRE (3473)

## **Apparatus Proposal**

DATE: March 12, 2024  
The Proposal has been prepared especially for:  
**Palestine Fire Department**  
**504 North Queen Street**  
**Palestine TX 75801**

Lone Star Emergency Group is pleased to offer the Palestine Fire Department one (1) E-One VM8 Retail Pumper w/FC94 chassis. This vehicle shall be in accordance with the attached specifications. The purchase price shall include all vehicle components and NFPA equipment as detailed in the Lone Star Proposal.

Delivery will be F.O.B. Customer Location and will be made approximately June 2024. Delays due to chassis or component suppliers may affect delivery times. Terms of payment shall be pre-payment or payment on completion of apparatus at factory.

<b>E-One VM8 Pumper w/FC94 Chassis</b>	<b>\$640,400.00</b>
<b>Total for (1)</b>	<b>\$640,400.00</b>

**Unit proposed is a Stock Unit and Subject to Prior Sale**

Pricing provided is **exclusive** of all Federal, State and Local taxes and any other fees, which may apply unless specifically noted herein. If applicable Customer is responsible for all Federal, State, and Local Taxes as well as any associated Fees.

This quote is valid for 30 days unless extended in writing.





4553 Aldine Bender  
Houston, TX 77032  
833-777-FIRE (3473)

**Payment:** Full payment shall be made prior to or upon delivery and acceptance of the apparatus. The vehicle(s) shall not be released to the BUYER until payment is made. If the selling price is subject to any taxes, the taxes added will be that which are prevailing at the time of delivery.

**Late Fee:** A late fee of .04% of the sale price will be charged per day for payments received ten (10) or more days after the payment is due for the first 30 days. On the 31<sup>st</sup> day the late fee shall increase to .05% per day until full payment is received.

**Cancellation:** By accepting this proposal and/or issuance of a purchase order or purchase contract Customer agrees to the following cancellation fee schedule. Lone Star Emergency Group may charge a cancellation fee for any order cancelled or terminated by Customer before completion. The following cancellation fee schedule based on costs incurred may be applied:

- A. 10% of the Purchase Price after order is accepted and entered by Manufacturer.
- B. 20% of the Purchase Price after completion of the approval drawings.
- C. 30% of the Purchase Price upon any material requisition.
- D. Customer shall be responsible for the full cost of all materials purchased and received by Lone Star Emergency Group or the manufacture.







4553 Aldine Bender  
Houston, TX 77032  
833-777-FIRE (3473)

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Customer Authorized Signature

Shaine Reeder  
Shaine Reeder – Territory Manager

Keith A. Gould  
Keith Gould – V.P. Sales

\_\_\_\_\_  
Date

03/12/2024  
Date

03/12/2024  
Date





Agenda Date: March 25, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Pavilion and Field Rentals Rules and Regulations  
Date Submitted: 03/22/2024

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**SUMMARY:**

Discussion and possible action regarding Pavilion and Field Rentals Rules and Regulations. On April 6, 2021, the Parks Advisory Board approved rules and regulations for pavilion and field rentals in city-owned parks and ball fields.

**RECOMMENDED ACTION:**

Staff recommends consideration of Pavilion and Field Rentals Rules and Regulations.

**CITY MANAGER APPROVAL:**

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**Attachments**

Rules and Regulations



## City of Palestine Parks and Recreation Department

### Pavilion Rental/Field Rules and Regulations:

**Park Hours: 6:00 am to 10:00 pm**

1. A rental form must be filled out, approved, and payment made prior to using a pavilion or ball field at one of the City owned facilities. Reservations must be made 5 or more days in advance. Online forms submitted must go through a reservation assessment for available date and times. The Reservation Form and payment receipt must accompany the renter during their usage to show proof of payment. Rentals are made on a first come, first serve basis.
2. Payment of rental fee is due within 24hrs of making the reservation before the reservation can be confirmed. All fees are due and can be made to the City of Palestine at the Water Department located at 501 N Queen Street, Palestine Texas, or you can call (903) 731-8400 Opt. 1 Utility Billing. Let the Customer Service person know you are paying for a pavilion rental.
3. **Applicable Fees and/or Payments for Pavilion or Field rentals are as follows (*fees are charged by the hour, fees will not be pro-rated for half or quarter-hour increments*):**
  - a. **Regan Park**
    - Pavilion #1 (Crockett Road) - \$20.00 per hour
    - Pavilion #2 (Brick) - \$20.00 per hour
    - Pavilion #3 - \$10.00 per hour (electricity not available)
    - Multipurpose Court - No Charge
    - Tennis Courts Lights - No Charge
    - Electricity Charge - \$10.00 one-time charge (only available at Pavilions 1 & 2)
  - b. **Calhoun Park**
    - Pavilion - \$10.00 per hour
    - Pavilion Electricity Charge - \$10.00 per hour
    - Field Reservation - \$10.00 per hour
    - Athletic Field Lights - \$50.00 per hour
  - c. **Willie Myers Park**
    - Pavilion - \$20.00 per hour (electricity not available)
  - d. **Mitchell Campbell**
    - Field Reservation - \$10.00 per hour
    - Athletic Field Lights - \$50.00 per hour
  - e. **Larry Street Park**
    - Pavilion - \$10.00 per hour (electricity not available)
4. The rental fee will be forfeited if the renter cancels without a five (5) business day notice. NO EXCEPTIONS.
5. For rain outs, please contact the Parks Department at (903) 731-6000 within 72 hours of your rental for a refund and or to reschedule your date.
6. If you are reserving a pavilion for the weekend (Saturday and Sunday), we **DO NOT** guarantee the cleanliness of the pavilions or restrooms. The City of Palestine Parks Department operates Monday through Friday. The rental fee **ONLY** guarantees the date, time, and location.
7. Vehicles are not to be driven on the grassy area of our parks. We have irrigation lines and drains throughout the park and do not wish to have damage. Special permission will need to be obtained from the Parks Director/City Manager to drive on grassy area.
8. The City of Palestine Parks does not allow alcohol or smoking on the property. Refer to City Ordinance Possession and Consumption of Alcoholic Beverages Section 86-134 and Prohibition of Smoking in Specified Outdoor Areas Section 46-120. All Parks are DRUG FREE.



## City of Palestine Parks and Recreation Department Pavilion

### Rental/Field Rules and Regulations:

9. Animals are welcome at the City Parks, but **must remain on a leash at all times**. Please refer to City Ordinance Animals Section 86-132.
10. The use of any kind of bounce house or water feature is prohibited in our City Parks. No Stakes will be allowed in our parks for pop up tents.
11. Refunds will also not be given back due to the splash pad being closed due to maintenance or non functioning. Your rental is securing the use of a pavilion not the use of the splash pad or playground.
12. Radio's/Music is allowed, but must follow City of Palestine Ordinance Sound Amplification Systems Section 46-27.
13. Only City provided park grills may be used in designated park and pavilion areas. Personal grills and/or smokers are prohibited unless written approval is given by the Parks Director prior to rental.
14. The renter is expected to discard all trash and debris from their party and clean up their own litter. The City has made proper trash receptacles available for this purpose. Keep our parks clean.

Anyone who reserves the pavilion and/or field will have full care and control of that pavilion or field for the time of the rental. The renter is voluntarily assuming all risk of loss, damage, or injury and agree to fully indemnify, release and hold harmless the City of Palestine, Texas, and its officials, employees, and/or agents, jointly and/or severally, from every claim because of loss, damage, or injury of any kind because of such activity, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY THE NEGLIGENCE OF THE CITY OF PALESTINE, ITS OFFICERS, AGENTS, AND EMPLOYEES OR BY ANY OTHER CAUSE. Therefore, the following UNDERSTANDING must be agreed upon before permission to use facility is granted. All renters must adhere to the Governors rules for Pandemic COVID 19 restrictions.



Agenda Date: March 25, 2024  
To: City Council  
From: Teresa Herrera, City Manager  
Agenda Item: Forest Management Proposal & Agreement  
Date Submitted: 03/22/2024

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**SUMMARY:**

Discussion and possible action regarding the Forest Management Proposal and Agreement from Cline & Barnett Consulting Foresters LLC for the City of Palestine Community Forest.

**RECOMMENDED ACTION:**

Staff recommends consideration of the Forest Management Proposal and Agreement from Cline & Barnett Consulting Foresters LLC.

**CITY MANAGER APPROVAL:**

---

**Attachments**

Forest Proposal & Agreement



March 11, 2024

City of Palestine  
C/O: Ms. Teresa Herrera, City Manager  
504 N. Queen St.  
Palestine, TX 75801

**RE: FOREST MANAGEMENT PROPOSAL & AGREEMENT – City of Palestine  
Community Forest Tract – (Upper & Lower Lakes, 558.203 total acres, more or less) &  
(Wolf Creek Lake & Airport), 780.191, Anderson County, Texas.**

Dear Ms. Herrera:

I enjoyed the recent meeting with you at the City of Palestine to discuss implementing a selective timber harvest on the City of Palestine Community Forest. Several days after our meeting, I walked over the Community Forest with Mr. Cooper Hays, District Forester for the Texas A & M Forest Service Office in Palestine. Mr. Jason Ellis, District Forester for the Texas A & M Forest Service in Jacksonville and Mr. Steven Anderson, State Land Coordinator for the Texas A & M Forest Service in College Station were present. My forester, Mr. Jeremy Barnett, also attended the meeting. Therefore, my findings and recommendations are as follows:

1. **Objectives** – I believe the overall general objective of the City of Palestine Community Forest (CF) is to improve forest health and increase growth vigor of the trees plus recreation, wildlife and timber for the general public.
2. **Timber** – the timber is made up of a number of different stands, including native pine, loblolly pine plantations, mixed pine-hardwood and hardwood timber. Many of these stands were selectively harvested in 2009 under the direction of this consulting forester.

In most timbered stands, I recommend approximately 50% of the pine and hardwood timber should be harvested. Sweetgum and elm will normally be chosen for harvest over oak and hickory where feasible. In the younger stands, including pine plantations, I recommend that approximately 33% of the pine timber be harvested. **The goal is to leave a good stand for future growth and sales.**

**There are several areas that may be clear cut.** These areas will be at the direction of City of Palestine. The main areas mentioned implementing a clear cut were the city baseball complex and nearby additional parking. In addition, Ms. Herrera said you would contact the City Airport Manager to discuss possibly implementing a clearcut on some areas within the airport complex.



3. **Restricted Areas** – in some areas, no timber will be harvested. Some of these areas include, but not limited to are: a) near the Upper Lake Hiking trail; b) between the Upper and Lower Lakes and the lake road; c) between Lower Lake and F. M. 320 and d) within approximately 100 feet of any of the major lakes, including Upper Lake, Lower Lake, Blue Lake and Wolf Creek Lake. There may be additional areas where no timber harvest will take place. With your permission, we will flag these areas.
4. **Property Line and Corners** – in areas where property lines and/or corners are unclear, it will be necessary to have City of Palestine personnel both survey and mark the property lines and/or corners before harvesting operations can proceed.
5. **PSA's (Public Service Announcement) & Signage** – it is extremely important that the public be aware of impending forest harvesting activities. This is for general information and also for public safety. Therefore, timely PSA's will be necessary. Also, signage in these areas notifying the public of forest harvesting activities will be needed.
6. **City Council** – I believe it would be very helpful if the City Council was aware and informed of the timber harvest. It is possible that some of the council members will have questions and/or concerns. Therefore, with your permission, I would like to attend a city council meeting where the CF harvest is on the docket.
7. **Texas A & M Forest Service (TAMFS)** – while TAMFS has offered assistance in the past in various capacities on previous timber sales on the CF, in this case it was discussed and agreed upon during our on-ground meeting with TAMFS that TAMFS would serve strictly in an advisory capacity.

Therefore, if you wish to proceed with a timber sale, I am agreeable to the following services:

- a. Flag timber sale area(s) where needed.
- b. Negotiate a timber sale agreement for your approval.
- c. Periodically inspect logging operations to ensure contract violations do not occur, such as damaged fences, gates, roads, and unconveyed timber. If for some reason violations do occur, I will assess damages and restitution.
- d. Perform a final inspection, advising you to release or not release the company from the contract.

My fee for such services is 15.0% commission. Payment is made when consideration is made to you. This concludes my proposal. Thank you both for the opportunity to work with you. If this letter accurately states our agreement and you wish for me to proceed, please signify your acceptance by signing and return to me at P. O. Box 4001, Palestine, TX 75802 or email as soon as possible. Please feel free to call or email if you have any questions.

Sincerely,



Mike Cline for Cline & Barnett Consulting Foresters LLC



I accept the following fees and services:

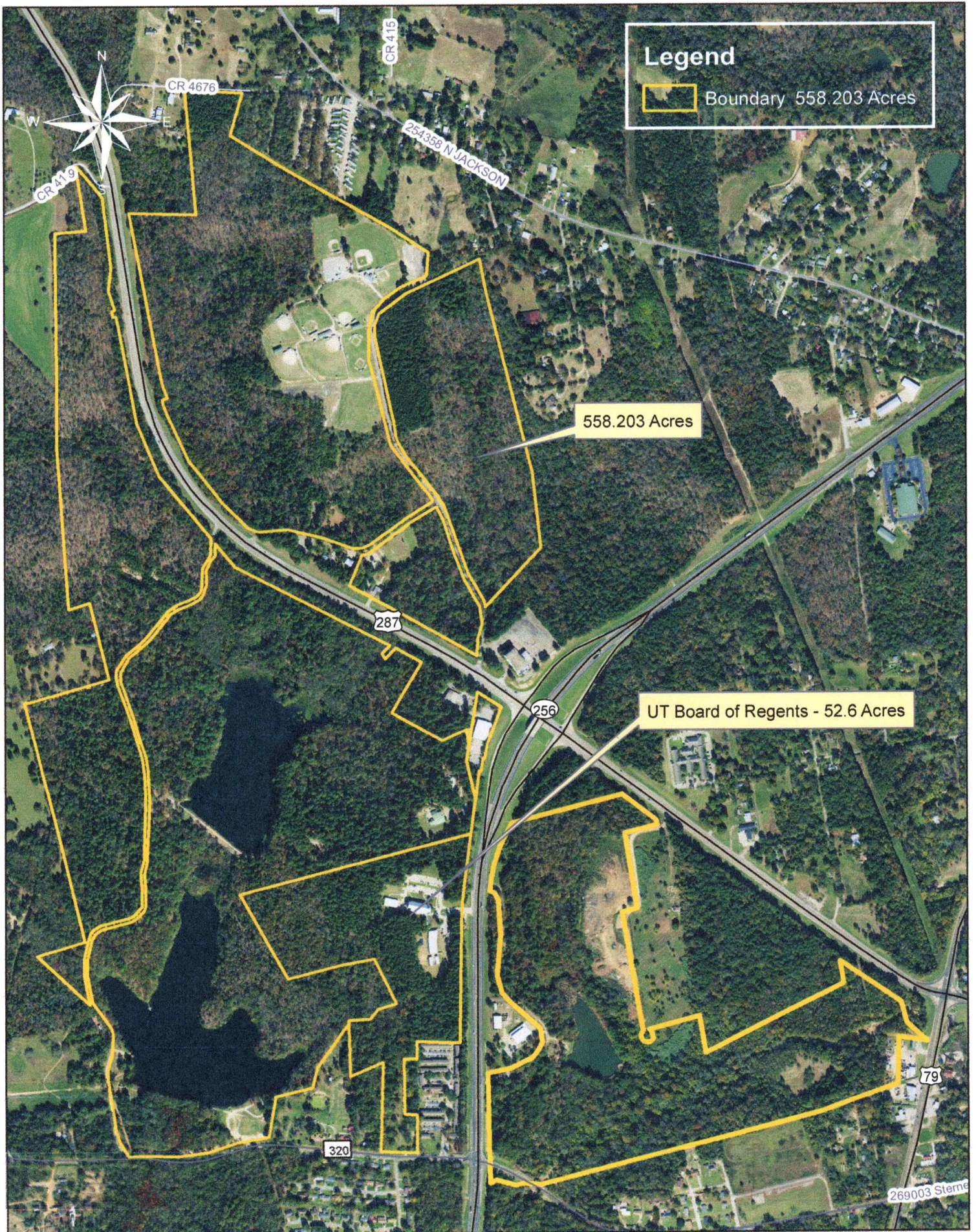
Signed: \_\_\_\_\_

**Teresa Herrera, City Manager for  
City of Palestine**

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



# City of Palestine (Community Forest) Tract



1 inch = 990 feet (15 Chains)



# City of Palestine (Wolf Creek Lake) Tract







Agenda Date: March 25, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Awarding Bid RFP 2024-006 Sale of City-Owned Real Property on S. Jackson Street  
Date Submitted: 03/18/2024

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**SUMMARY:**

On February 12, 2024, City Council authorized the City Manager to seek sealed bids for the sale of city-owned property located on South Jackson Street between W. Reagan Street and West Dye Street. The property consists of one vacant lot.

**Property Description:**

PID: 31637

JACKSON BLOCK R LOT 3 & 1A

Anderson County Appraisal District (ACAD) Total Market Value: \$27,116.00

Land Acres: 1.2450

Currently Zoned: Mixed Residential

In accordance with Section 272.001 of the Local Government Code, notice for the sale of city-owned property was published on the City's website and in the Palestine Herald Press on Saturday, March 2, 2024, and March 9, 2024. Sealed bids were due in the City Secretary's Office at 1:00 p.m. on March 18, 2024. Staff received a sole bid from Ernie Williams in the amount of \$1,500.00.

**RECOMMENDED ACTION:**

Staff recommends that Council discuss and consider awarding bid RFP 2024-006 - Purchase of City-Owned Real Property to Ernie Williams in the amount of \$1,500.00.

**CITY MANAGER APPROVAL:**

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**Attachments**

RFP 2024-006 Bid Packet

31637 Map

Property Summary Report ACAD

Ernie Williams - Bid RFP 2024-006



This notice is published in the Palestine Herald Press on Saturday, March 2, 2024, and Saturday, March 9, 2024.

**PUBLIC NOTICE**  
**REQUEST FOR SEALED BIDS FOR THE PURCHASE**  
**OF CITY-OWNED REAL PROPERTY**

The City of Palestine (“City”) is soliciting Request for Proposals (RFP) for the purchase of city-owned real property (“Property”) as described below.

**PROPERTY ID: 31637**  
**DESCRIPTION: JACKSON BLOCK R LOT 3 & 1A**  
**LAND ACRES: 1.2450**  
**CURRENTLY ZONED: MIXED RESIDENTIAL**

To choose the winning bidder, the City of Palestine City Council will consider the following items: the buyer’s ability to bring business to Palestine, the buyer’s ability to bring tax revenue into Palestine, the buyer’s ability to increase employment in Palestine, and the buyer’s ability to remodel and maintain upkeep of the buildings. Other items may be discussed before an award is made if needed. The City Council reserves the right to reject any and all bids. Should any bid be accepted, payment shall be made by cashier’s check or money order payable to the City of Palestine within three days of the award notice.

Provisions of the sale of the Property shall include:

1. For the purchase of the real property in “as is” condition;
2. For the conveyance of the Property by special warranty deed, and the deed will specify the property is sold “as is”;
3. For the Buyer to pay all survey fees;
4. For the Buyer to pay all fees, commissions, and costs associated with closing the sale of the Property; Should the Buyer use a realtor, any such fees due the realtor will not be deducted from the bid/purchase price;
5. For the Buyer to assume all responsibility or liability for any environmental condition affecting the Property or any clean-up or remediation that may be required by law.

The Property will be sold “as is” with no warranties or representations as to suitability for any

particular use. Conveyance of the Property will be by special warranty deed. By submitting a bid, each bidder agrees to waive and does hereby waive any claim the bidder has or may have against the City of Palestine, Texas, and the City's respective employees and representatives for the award of damages or attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any bid, waiver, deletion or amendment of any requirements under this Public Notice, acceptance or rejection of any bids, and award of the bid. By submitting a bid, the bidder specifically waives any right to recover or be paid attorney fees from the City of Palestine, Texas, or any of the City's employees and representatives under any of the provisions of the Texas Uniform Declaratory Judgments Act (Texas Civil Practice and Remedies Code, Section 37.001, et. seq., as amended). The bidder acknowledges and agrees that this is the intentional relinquishment of a presently existing known right and that there is no disparity of bargaining power between the bidder and the City of Palestine, Texas.

Your proposal shall be governed by the following schedule:

**Wednesday, March 13, 2024, at 5:00 p.m., Central Standard Time (CST)**

Deadline for inquiries, questions, or requests for information regarding this request for proposal. All questions must be submitted in writing by E-mail: [therrera@palestine-tx.org](mailto:therrera@palestine-tx.org).

**Monday, March 18, 2024, at 1:00 p.m., Central Standard Time (CST)**

Sealed bid proposals are due in the City Secretary's Office. The date and time received shall be noted on the envelope or box and initialed. Proposals cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before bid opening must be initialed by the signor of the proposal, guaranteeing authenticity. Bids Proposals received after the published deadline shall remain unopened and be returned to the bidder.

Please include the following on the sealed bid envelope:

**"SEALED RFP 2024-006 – PURCHASE OF CITY-OWNED REAL PROPERTY – TO BE OPENED: 03/18/2024 AT 1:30 P.M.**

**Mailing Address and Hand Delivery Address:**

City of Palestine  
Attn: April Jackson, City Secretary  
504 North Queen Street  
Palestine, TX 75801

**Monday, March 18, 2024, at 1:30 p.m., Central Standard Time (CST)**

Sealed bids will be opened and publicly read in the City Hall Conference Room at 504 N. Queen Street, Palestine, Texas. Bids that are received, which are unmarked, shall be opened for identification purposes only and resealed. The envelope or box shall be marked accordingly.

The bids shall remain on file, open for inspection, for at least forty-eight (48) hours before being awarded. After your response to this RFP is submitted, the City will negotiate a final price, which the City Council will approve on March 25, 2024.

**Point of Contact:**

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

City of Palestine

Teresa Herrera, City Manager

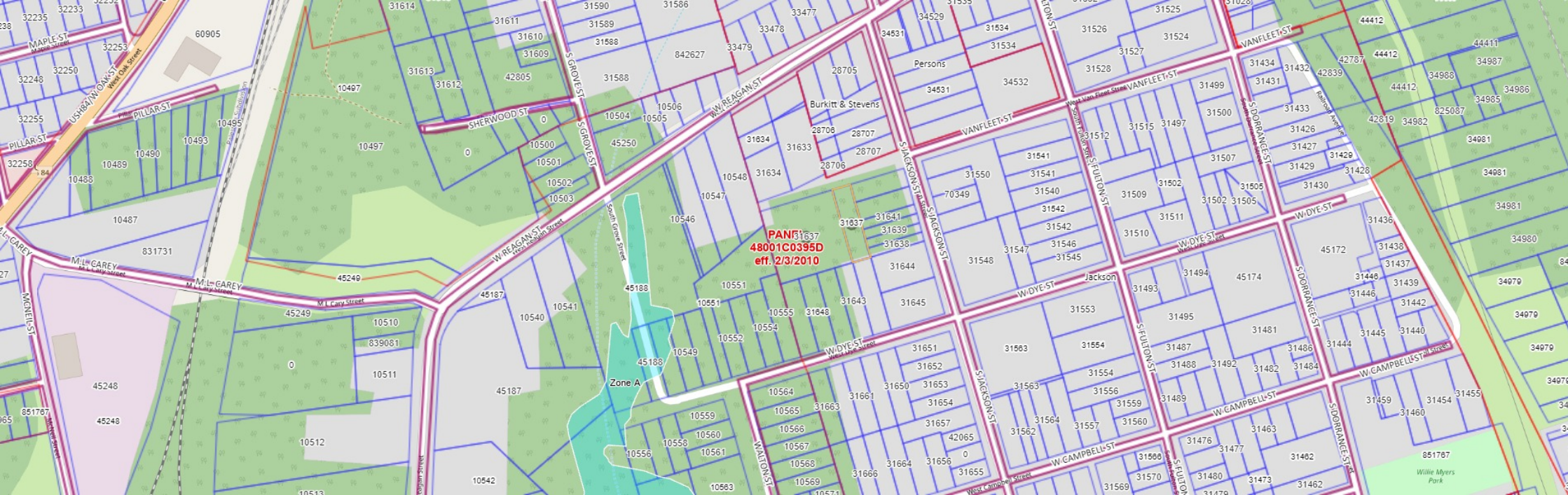
504 N. Queen Street

Palestine, Texas 75801

Telephone: 903-731-815

E-Mail: [therrera@palestine-tx.org](mailto:therrera@palestine-tx.org)



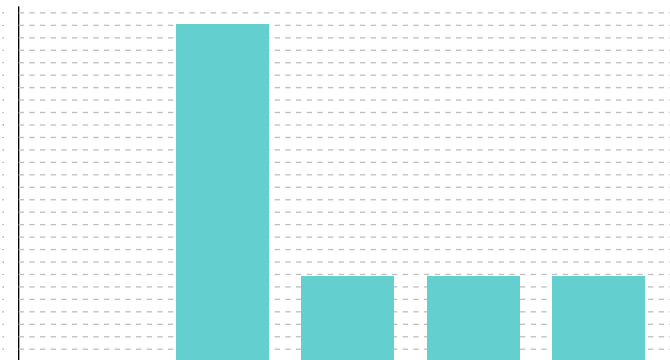


GENERAL INFO

ACCOUNT		OWNER	
Property ID:	31637	Name:	CITY OF PALESTINE
Geographic ID:	6110-18000-00300	Secondary Name:	
Type:	R	Mailing Address:	504 N QUEEN PALESTINE TX 75801
Zoning:		Owner ID:	5667850
Agent:		% Ownership:	100.00
Legal Description:	JACKSON BLOCK R LOT 3 & 1A	Exemptions:	EX - Exempt
Property Use:			
LOCATION			
Address:	0 S JACKSON ST, PALESTINE		

Market Area:  
Market Area CD: P2L  
Map ID: 879

VALUES

CURRENT VALUES		VALUE HISTORY	
Land Homesite:	N/A		
Land Non-Homesite:	N/A		
Special Use Land Market:	N/A		
Total Land:	N/A		
Improvement Homesite:	N/A		
Improvement Non-Homesite:	N/A	<p>Values for the current year are preliminary and are subject to change.</p>	
Total Improvement:	N/A		
Market:	N/A		
Special Use Exclusion (-):	N/A		
Appraised:	N/A		
Value Limitation Adjustment (-):	N/A		
Net Appraised:	N/A		

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$27,116	\$0	\$0	\$27,116	\$0	\$27,116
2022	\$6,898	\$0	\$0	\$6,898	\$0	\$6,898
2021	\$6,898	\$0	\$0	\$6,898	\$0	\$6,898
2020	\$6,898	\$0	\$0	\$6,898	\$0	\$6,898

## TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
G01	ANDERSON COUNTY	N/A	N/A	N/A
RD1	FM / FLOOD CONTROL	N/A	N/A	N/A
C03	CITY OF PALESTINE	N/A	N/A	N/A
JC6	TVCC - PALESTINE	N/A	N/A	N/A
S06	PALESTINE ISD	N/A	N/A	N/A

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

## IMPROVEMENT

### LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
3	UNIMPR LOT	1.2450	54,232	\$0.50	N/A	N/A

## DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
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## BID LOG

**RFP 2024-006 – PURCHASE OF CITY-OWNED REAL PROPERTY**

**SEALED BIDS DUE: MARCH 18, 2024, AT 1:00 P.M.**

**SEALED BIDS OPENED: MARCH 18, 2024, AT 1:30 P.M.**

BID RECEIVED FROM	BID AMOUNT	COPIES OF BID RECEIVED
Ernie Williams	\$1,500.00	1

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

Witnesses:


I Ernie Williams bid \$1500.00 on

PROPERTY ID: 31637 DESCRIPTION: JACKSON BLOCK R LOT 3 & 1A

LAND ACRES: 1.2450 CURRENTLY ZONED: MIXED RESIDENTIAL







This notice is published in the Palestine Herald Press on Saturday, March 2, 2024, and Saturday, March 9, 2024.

**PUBLIC NOTICE**  
**REQUEST FOR SEALED BIDS FOR THE PURCHASE**  
**OF CITY-OWNED REAL PROPERTY**

The City of Palestine ("City") is soliciting Request for Proposals (RFP) for the purchase of city-owned real property ("Property") as described below.

**PROPERTY ID: 31637**  
**DESCRIPTION: JACKSON BLOCK R LOT 3 & 1A**  
**LAND ACRES: 1.2450**  
**CURRENTLY ZONED: MIXED RESIDENTIAL**

To choose the winning bidder, the City of Palestine City Council will consider the following items: the buyer's ability to bring business to Palestine, the buyer's ability to bring tax revenue into Palestine, the buyer's ability to increase employment in Palestine, and the buyer's ability to remodel and maintain upkeep of the buildings. Other items may be discussed before an award is made if needed. The City Council reserves the right to reject any and all bids. Should any bid be accepted, payment shall be made by cashier's check or money order payable to the City of Palestine within three days of the award notice.

Provisions of the sale of the Property shall include:

1. For the purchase of the real property in "as is" condition;
2. For the conveyance of the Property by special warranty deed, and the deed will specify the property is sold "as is";
3. For the Buyer to pay all survey fees;
4. For the Buyer to pay all fees, commissions, and costs associated with closing the sale of the Property; Should the Buyer use a realtor, any such fees due the realtor will not be deducted from the bid/purchase price;
5. For the Buyer to assume all responsibility or liability for any environmental condition affecting the Property or any clean-up or remediation that may be required by law.

The Property will be sold "as is" with no warranties or representations as to suitability for any



Agenda Date: March 25, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Consider Resolution Appointing Members to Citizen Charter Review Committee  
Date Submitted: 03/18/2024

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**SUMMARY:**

Consider approval of a resolution appointing members to the Citizens Charter Review Committee. Section 11.12 of the City Charter provides that the City Council may appoint a charter review committee to review the Charter no later than five years following the most recent review.

At the March 12, 2024, Council meeting, Council adopted Resolution No. R-13-24, establishing a Citizens Charter Review Committee consisting of six members appointed by each council member, one member appointed by the mayor, and one alternate chosen at large by the mayor. Each member shall be a resident of the city, provided that up to three members (business owners within the city of Palestine) may reside outside the city limits within Anderson County.

Members of the Citizens Charter Review Committee will review the City Charter and make recommendations to City Council for appropriate amendments to be approved by the voters at an election to be called for May 3, 2025, for such purpose. The committee will begin meeting no later than April 8, 2024, and meet on a regular basis. It will present its final recommendations to City Council no later than January 31, 2025.

**RECOMMENDED ACTION:**

Staff recommends that Council approve a resolution appointing members to the Citizens Charter Review Committee.

**CITY MANAGER APPROVAL:**

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**Attachments**

Resolution



## **RESOLUTION NO. R--24**

### **A RESOLUTION APPOINTING MEMBERS TO THE CITIZENS CHARTER REVIEW COMMITTEE.**

**WHEREAS,** the City Council of the City of Palestine, Texas, by Resolution No. R-13-24 established a Citizens Charter Review Committee consisting of six members appointed by each council member and one member appointed by the mayor, along with one alternate chosen at-large by the mayor. Each member shall be a resident of the city; provided, however, that up to three members (business owners within the city of Palestine) may reside outside the city limits, within Anderson County; and

**WHEREAS,** the City Council desires to appoint the members of the Citizens Charter Review Committee to review the City Charter for the purpose of making recommendations to the City Council for appropriate amendments to the City Charter to be approved by the voters at an election to be called for May 3, 2025, for such purpose.

### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AS FOLLOWS:**

**SECTION 1.** That the City Council does hereby appoint the following individuals to serve on the Citizens Charter Review Committee:

<b>Place</b>	<b>Appointee</b>	<b>Appointed by</b>
1		Mayor Mitchell Jordan
2		Mayor Mitchell Jordan
3		Mayor Pro Tem Krissy Clark
4		Council Member Sean Conner
5		Council Member Ava Harmon
6		Council Member James Smith
7		Council Member Kenneth Davidson
8		Council Member Christopher Gibbs

**SECTION 2.** Upon the submission of the Final Report (or any other report or information) by the Committee to the City Council, the City Council may take action or no action regarding the same. The City Council may, on its own motion and in its sole discretion, choose to submit to the city's qualified voters, for their consideration of approval at an election, none, some, or all of the recommended changes to the Charter submitted by the Committee. The City Council may, on its own motion and in its sole discretion, choose to modify any of such recommended changes or choose to propose other changes to the Charter and to submit the same to the City's qualified voters for their consideration of approval at an election.

**SECTION 3.** The Committee may be terminated or discontinued by the City Council at any time and for any reason or for no reason, at which time the membership of each then current committee member shall terminate. The termination,

discontinuation, or extension of the Committee by the City Council, and the appointment or removal of a member of the Committee by the City Council, may be by motion or other action duly adopted by the City Council. In any event, unless extended by the City Council, the Committee shall be terminated and discontinued upon the submission of the Final Report to the City Council.

If any member of the Committee misses three (3) meetings, the member shall be deemed to have automatically resigned and vacated the member's position on the Committee, and the member of the City Council who appointed such member may appoint a new member to the Committee. Members of the Committee shall receive no compensation for their service.

**SECTION 4.** This Resolution shall become effective immediately upon its passage.

**PASSED, APPROVED, and ADOPTED** by the City Council of the City of Palestine, Texas, on this the 25th day of March 2024.

---

MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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APRIL JACKSON  
CITY SECRETARY

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REZZIN PULLUM  
CITY ATTORNEY



Agenda Date: March 25, 2024

To: City Council

From: April Jackson, City Secretary

Agenda Item: Amendment to Code of Ordinances Chapter 18-Aviation, Chapter 34-Cemeteries, Chapter 70-Library, and Chapter 98-Utilities

Date Submitted: 03/19/2024

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**SUMMARY:**

Discussion and possible action regarding an ordinance amending Chapter 18, "Aviation," Chapter 34, "Cemeteries," Chapter 70, "Library," and Chapter 98, "Utilities" of the Code of Ordinances. These amendments are for minor corrections and updates to these chapters. They will also reference the Appendix B Fee Schedule and move any fees in the chapter to the fee schedule.

**RECOMMENDED ACTION:**

Staff recommends that an ordinance be approved amending Chapter 18, "Aviation," Chapter 34, "Cemeteries," Chapter 70, "Library," and Chapter 98, "Utilities" of the Code of Ordinances.

**CITY MANAGER APPROVAL:**

---

**Attachments**

Ordinance

## **ORDINANCE NO. O- -24**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALESTINE, TEXAS, CHAPTER 18, "AVIATION," CHAPTER 34, "CEMETERIES," CHAPTER 70, "LIBRARY," AND CHAPTER 98, "UTILITIES"; PROVIDING FOR A SEVERABILITY, OPEN MEETINGS, AND REPEALING CLAUSE; AND PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Palestine has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City Council finds certain amendments to the aforementioned code are necessary to meet changing conditions and are in the best interest of the City; and

**WHEREAS,** the City Council finds the amendments to be reasonable and necessary.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS:**

**SECTION 1.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**SECTION 2.** That Chapter 18, "Aviation," Chapter 34, "Cemeteries," Chapter 70, "Library," and Chapter 98, "Utilities" of the Code of Ordinances of the City of Palestine, Texas, shall be amended as set forth in Exhibit "A," attached hereto and incorporated herein for all purposes.

**SECTION 3** If any provision of the Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

**SECTION 4** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

**SECTION 5** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

**SECTION 6** The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**SECTION 7**

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

**PASSED AND APPROVED**, by the City Council of the City of Palestine, Texas, at a regular meeting held on the 11th day of March, 2024.

---

MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

---

APRIL JACKSON  
CITY SECRETARY

---

REZZIN PULLUM  
CITY ATTORNEY

## Chapter 18 AVIATION<sup>1</sup>

### ARTICLE I. IN GENERAL<sup>2</sup>

#### Sec. 18-1. Use of airport restricted.

No person, firm, association, corporation or entity, incorporated or otherwise, shall use the airport for any commercial activity, unless approved by a written permit from the city council or its duly authorized agent.

(Ord. No. O-5-01, Exh. A, 3-12-2001; Ord. No. O-87-08, 11-24-2008)

#### Sec. 18-2. General rules and regulations.

The following rules and regulations shall be observed in the use, operation and conduct of the airport:

- (1) *Rule 1. Federal air traffic rules* of the Federal Aviation Administration for aircraft operated anywhere in the United States, and presently or hereafter effective, are hereby referred to, adopted and made a part hereof as though fully set forth and incorporated herein.
- (2) *Rule 2. Safeguard of persons and property.* The airport manager shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment or property at the airport.
- (3) *Rule 3. Lease of space in hangars.* Hangars owned by the city may be rented to private individuals, companies or corporations on a monthly or yearly basis. Hangars may be used only for the storage of aircraft, ancillary aircraft equipment, and nonhazardous personal property associated with the operation of aircraft. Terms of the lease shall be as established in the rental agreement, and shall include a requirement that the lessee provide proof of liability insurance. The amount of rent will be according to the duly adopted Schedule of Fees.
- (4) *Rule 4. Lease of airport property.* The city may lease property within the building area or other portions of the airport for the construction of hangars, buildings, aprons, taxiways and auto parking lots in accordance with the approved airport master

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<sup>1</sup>Cross reference(s)—Possession of open containers of alcoholic beverages in public places, § 10-4.

State law reference(s)—Airport zoning regulations, V.T.C.A., Local Government Code § 241.001 et seq.; aircraft, Vernon's Ann. Civ. St. art. 46e-1 et seq.

<sup>2</sup>Editor's note(s)—Ord. No. O-5-01, Exh. A, adopted Mar. 12, 2001, did not specify manner of codification, hence; inclusion of these provisions as §§ 18-1—18-10 was at the discretion of the editor.

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plan/airport layout plan. All leased property and all buildings or structures erected on the leased property may only be used for aviation-related activity unless the city council authorizes other uses deemed compatible with airport operation. Storage of hazardous material in a private hangar is prohibited.

- a. The city council encourages the construction of structures that are subject to ad valorem taxation. Property lease income is, therefore, reduced to a nominal cost to encourage commercial aeronautical activity. The **City Manager**/airport manager will negotiate the particulars of a lease on an individual basis.
- b. Terms of the lease shall be as established in the rental agreement. The amount of rent will be according to the duly adopted fees. **See Appendix B- Fee Schedule.** The lease shall include requirements for liability insurance in amounts determined by the **City Attorney**/airport manager.
- c. Ground leases, under which lessee builds or erects a hanger on a location leased from the city, shall have a term sufficient to permit recovery of construction costs, but in no event shall extend longer than 40 years. A ground lease may be renewed after completion of the initial terms under standard terms for hangar leases.
- d. A hangar or other structure under a ground lease which is not used, available for rent, or subleased for aviation purposes, available for rent for aviation purposes, for three consecutive months must be removed, unless so authorized by the airport manager. If, after due notice in writing, the hangar or other structure is not removed, the city will consider such structures abandoned and title will pass to the city.
- e. Leased land from which any building, hangar, or structure is removed by the lessee will be cleaned and put back in its original condition, with the exception of the foundation, which will not be removed.
- f. Leased property on the airport may be subleased by the lessee only with approval of the city **council**.
- g. No structures may be erected beyond the building restriction line or in conflict with the approved airport layout plan.
- h. All construction must be authorized by the airport manager in accordance with city council policy and must be of a compatible standard capable of withstanding winds of 85 mph with doors open or closed. Furthermore, all structures must comply with the Palestine City Building Codes and airport zoning and land use ordinances.
- i. At the expiration of the final lease period, title to all permanent improvements erected on airport property will vest in the City of Palestine.
- j. Ground leases will include the following square footage calculations: The actual area of the hangar plus any improvement outside the hangar footprint. Examples include septic systems, patios, fuel tanks, satellite dishes, and rolling door structural supports. The additional parking area would include for a commercial



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aviation-type business (flight school, avionics repair shop, A&P mechanics shop, etc.).

- (5) *Rule 5. Commercial operating fees.* Any person wishing to conduct a commercial concession on airport property shall do so only pursuant to a written agreement negotiated with the airport manager and approved by the city council.
- (6) *Rule 6. Fuel flowage fees.* All fuel dispensing activities by an F.B.O. must be authorized by the city council and assessed either a flowage fee or a fixed amount stated in the lease agreement negotiated with the city.
- (7) *Rule 7. Lien for charges.* To enforce the payment of any charge by the city made for the repair, improvement, storage, or care of any personal property, in connection with the operation of the airport, the city shall have a lien upon such personal property, which shall be enforceable as provided by law.
- (8) *Rule 8. Lien possessory right.* To enforce the payment of any such charge, the airport manager may retain possession of such personal property until all compensation shall have been paid in full.
- (9) *Rule 9. Unauthorized structures.* No signs, nonaeronautical equipment, portable buildings, or house trailers may be erected or installed on the airport property except as may be specifically authorized by the airport manager.
- (10) *Rule 10. Surreptitious activities.* Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the airport manager, police, or officers of the department of public safety, or other peace officer.
- (11) *Rule 11. Wrecked aircraft.* Every aircraft owner, his pilot and agents, shall be responsible for notifying FAA and for the prompt removal from the operational areas of the airport, under the direction of the airport manager, of disabled or wrecked aircraft.
- (12) *Rule 12. Repairs to aircraft.* No aircraft shall be repaired on any part of the landing or take-off area, and all outside repairs shall be made at the places designated by the airport manager for such purpose.
- (13) *Rule 13. Agricultural spraying operations.* All requests for agricultural spraying operations must be negotiated with the airport manager and approved by the city council.
- (14) *Rule 14. Damage to airport.* Any person, corporate or individual, and the owner of any aircraft causing damage of any kind to the airport, whether through violation of any of these rules or through vandalism or any act of negligence, shall be liable therefore to said.
- (15) *Rule 15. Injury to person.* Persons entering upon airport grounds do so at their own risk and with no liability incurring to the city/sponsor for any injury or damage to person or property. Further, any person desiring to use the airport shall observe and obey all valid laws, resolutions, orders, rules, and regulations promulgated and enforced by the

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city or by any other authority having jurisdiction over the conduct and operation of the airport including the FAA.

- (16) *Rule 16. Licensed pilots.* Only properly registered aircraft and persons holding current airman and medical certificates issued by the FAA shall be authorized to operate aircraft upon the airport except as provided in this article. This limitation shall not apply to students in training under licensed instructors nor to public aircraft of the federal government or of a state, territory or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft. NOTE: Use of the airport by ultralight vehicles shall be subject to approval by the airport manager and shall be in accordance with FAR Part 103 and any other rules set by the city or by any other authority having jurisdiction over airport operations.
- (17) *Rule 17. Registration.* Every person owning an aircraft based at the airport, employed, or receiving instructions at the airport shall register at the office of the airport manager, with name, address, and telephone number.
- (18) *Rule 18. Intoxicants and narcotics prohibited.* No person under the influence of an intoxicant or narcotic shall operate or fly in any aircraft upon or over the airport; provided however, such prohibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot.
- (19) *Rule 19. Foreign object.* No foreign objects, including bottles, cans, scrap or any object that may cause damage to an aircraft shall be left upon the floor of any building or upon any part of the surface area of the airport.

(Ord. No. O-5-01, Exh. A, 3-12-2001; Ord. No. O-87-08, 11-24-2008; Ord. No. O-11-23 , § II, 6-12-2023)

### **Sec. 18-3. Ground operations.**

- (a) *Rule 20. Air and ground traffic-vehicular traffic.* All vehicular traffic shall be confined to avenues of passage designated and provided for that purpose by the airport manager, and shall not be operated at a speed in excess of ten miles per hour.
- (b) *Rule 21. Fueling of aircraft.*
  - (1) Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place, except that an agricultural spray aircraft on a fast-turn-around may be fueled and loaded with chemicals with the aircraft engine idling if the airport manager has provided written authority to the agricultural operator and if the wheels are chocked and there are at least two 20B fire extinguishers within 50 feet and a qualified ground crew member is present during the fueling operation.
  - (2) All aircraft will be positively grounded when being serviced with fuel. Aircraft being serviced by a fuel truck will be grounded to the fuel truck and the fuel truck will be positively grounded.
  - (3) All aircraft shall be fueled clear of all hangars and other buildings.

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- (4) Aircraft fuel trucks will be equipped, operated and maintained in accordance with National Fire Protection Association, Incorporated, NFPA Manual 407 "Standard for Aircraft Fuel Servicing", most recent edition.
  - (5) Aviation businesses wishing to supply and dispense aviation fuel for their private use must first obtain written permission from the city. Unless specifically waived in writing by the city, all fuel dispensed on the airport property shall be purchased from the municipal airport. Private fueling facilities must be located on leased property and the fueling system installed and fuel dispensed in accordance with aircraft fueling rules and directives. Liability insurance, in an amount approved in writing by the city shall be maintained by all dispensers of aviation fuel.
  - (6) Public sale of automobile gas for use in aircraft will not be permitted on the airport without approval of the city. Aircraft authorized by the FAA to use auto gas may be privately fueled by their owner only after compliance with established rules adopted by the city council.
  - (7) Aviation or auto fuels will not be stored within a hangar.
- (c) *Rule 22. Tiedown of aircraft.*
- (1) All aircraft not hangared shall be tied down or secured at night and during inclement weather.
  - (2) All aircraft owners or their agents are responsible for the tiedown or security of their aircraft at all times and particularly during inclement weather.
  - (3) Nonhangared aircraft parked for less than ~~three~~ ~~seven~~ days ~~but more than two days~~ on the transient apron shall not pay a fee if the aircraft owner purchases fuel from the airport. Aircraft based at the airport or parked at the airport for a period of time greater than ~~three~~ ~~seven~~ days shall pay to the airport a fee as defined in the duly adopted **APPENDIX B- Fee Schedule of Fees.**
- (d) *Rule 23. Running aircraft engines.*
- (1) On aircraft not equipped with adequate brakes, the engine shall not be started until and unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.
  - (2) No airplane will be propped, started or left running without qualified personnel at the controls.
  - (3) No engine shall be started or run inside any building.
  - (4) No engine shall be started, run or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings and groups of people in the observation areas.
- (e) *Rule 24. Damage to runway lights.* Any person damaging any field light or fixture by operation of an aircraft or otherwise shall immediately report such damage to the airport manager. Persons causing damage to runway and taxiway lights, as a result of negligent

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operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixtures.

(f) *Rule 25. Taxiing aircraft.*

- (1) No person shall taxi an aircraft until he has ascertained there will be no danger of collision with any person or object in the immediate area.
- (2) Aircraft will be taxied at a safe and prudent speed, and in such manner as to be at all times under the control of the pilot.
- (3) Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft to assist the pilot.
- (4) Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land, or on the ground in take-off position.
- (5) There shall be no taxiing of aircraft by engine power into or out of hangars.

(g) *Rule 26. Parking aircraft.*

- (1) Unoccupied aircraft shall not be parked or tied down within 120 feet of the centerline of a VFR basic utility runway, 250 feet of the centerline of a general utility nonprecision runway or 300 feet of the centerline of a precision runway; and all unhoused aircraft shall be parked in the areas designated by the airport manager for that purpose.
- (2) Aircraft will not be parked within 50 feet of an aircraft fuel pump.
- (3) Aircraft will not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the airport manager as an emergency measure.
- (4) It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set or that the plane is properly chocked and/or tied down.

(h) *Rule 27. Loading/unloading aircraft.* Pilots are prohibited from loading or unloading aircraft with the engine running.

(Ord. No. O-5-01, Exh. A, 3-12-2001; Ord. No. O-87-08, 11-24-2008)

**Sec. 18-4. Landing and take-off rules.**

- (a) *Rule 28. Authority to suspend operations.* The airport manager may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety, provided operations under IFR conditions may be continued by properly rated pilots following appropriate flight rules.
- (b) *Rule 29. Clearing street.* No aircraft shall land or take off in such a manner as to clear any public street or highway at an altitude of less than 15 feet or 17 feet over an interstate highway or 23 feet over a railroad track nor land or take off on the taxiway or over hangars or other structures, automobile parking areas or groups of spectators.

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- (c) *Rule 30. Unicom.* All pilots, operating an aircraft which is radio equipped, are required to call on the local unicom frequency to determine the active runway and to announce their position and intentions for take-off and landing.
  - (d) *Rule 31. Take-offs on apron, etc.* No take-offs or landings shall be made on the apron, parking ramp or taxiway except by special permission of the airport manager.
  - (e) *Rule 32. Take-offs allowed.* Touch and go landings may be made at the discretion of the pilot. All aircraft shall clear for landing and take-off traffic before taxiing into take-off position.
  - (f) *Rule 33. Traffic altitude.* Traffic pattern elevation is 1,500 (suggested altitude) feet above mean sea level (MSL).
  - (g) *Rule 34. Common courtesy.* Aircraft entering the traffic pattern shall exercise caution and practice courtesy so as not to cause aircraft already in the pattern to deviate from their course.
  - (h) *Rule 35. Traffic flow.* All aircraft taking off or landing at the Municipal Airport shall fly a left hand traffic pattern. Pattern entry is recommended to be made at an angle of 45 degrees to the active runway at all times.
  - (i) *Rule 36. Noise of engines.* Aircraft engines shall not be accelerated nor decelerated while over the city in such manner as to distract, excite or disturb persons on the ground, regardless of altitude.
  - (j) *Rule 37. Student training and practice flying.*
    - (1) Instructors in flying shall inform students and shall inform themselves on all rules and regulations in effect at the airport.
    - (2) By notices posted in his or her office, the airport manager may designate limited areas of the airport for practice flying and training of students.
    - (3) Aircraft shall not be permitted to remain on the landing or take-off areas for the purpose of instructing students.
  - (k) *Rule 38. Special procedures.* The airport manager may, in the interest of safety, designate special traffic procedures for certain operations, such as air shows, agricultural operations, lighter than air operations, ultra-lights, etc.
  - (l) *Rule 39. Ultralight aircraft.* All ultra-light aircraft are required to use only runways eight and 26 for takeoff and landing.

(Ord. No. O-5-01, Exh. A, 3-12-2001; Ord. No. O-87-08, 11-24-2008)

## **Sec. 18-5. Fire regulations.**

- (a) *Rule 40. Fire regulations.*
  - (1) Every person going upon or using the airport or its facilities in any manner, shall exercise the greatest care and caution to avoid and prevent fire.

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- (2) Smoking or open flame within 50 feet of any aircraft or fuel truck is prohibited.
  - (3) Compressed flammable gas shall not be kept or stored upon the airport, except at such place as may be designated by the airport manager.
  - (4) No flammable substance shall be used in cleaning motors or other parts of an aircraft inside a hangar or other building.
  - (5) No one shall smoke, ignite a match or lighter in any building.
  - (6) Hangar entrances shall be kept clear at all times.
  - (7) The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall not be used for cleaning the floors.
  - (8) No boxes, crates, cans, bottles, paper, tall grass/weeds or other litter shall be permitted to accumulate in or about a hangar.
  - (9) Prior to being fueled all aircraft will be positively grounded by a grounding cable which is connected to a copper, copper clad, galvanized or other approved ground rod  $\frac{5}{8}$ -inch or greater in diameter buried to a sufficient depth to reach permanent subsoil moisture. The resistance of the ground rod should not exceed 10,000 ohms. The bonding/ground cable shall be of flexible, durable material. The grounding clip on the end of the grounding cable should be connected to bare, unpainted metal on the aircraft, however, the grounding clip should not be attached to the aircraft's propeller, landing gear or radio antennas.
  - (10) Where aircraft fueling is performed by a fuel truck, an adequate number of suitable grounding connections shall be provided on the aircraft apron or servicing ramp.
  - (11) At least two 20B portable fire extinguishers will be available within 50 feet of the fuel pumps where the open hose discharge capacity of the fuel pump is not more than 200 gallons per minute; at least one wheeled 80B fire extinguisher where the open hose discharge capacity is more than 200 gallons per minute, but not more than 350 gallons per minute; at least two wheeled 80B fire extinguishers where the open hose discharge capacity is greater than 350 gallons per minute.
  - (12) All aviation fuel nozzles will have "dead man" controls which will shut off the fuel flow when the nozzle hand control is released. Automatic fuel cut-off nozzles will not be permitted for fueling aircraft.
  - (13) The pilot and passengers will exit the aircraft and the aircraft will be unoccupied during fueling operations.
  - (14) In all matters related to aircraft fueling safety the provisions of NFPA Manual 407 "Standard for Aircraft Fuel Servicing, most recent edition, published and available from the National Fire Protection Association, Incorporated, 470 Atlantic Avenue, Boston, Massachusetts 02210, shall prevail.

(Ord. No. O-5-01, Exh. A, 3-12-2001; Ord. No. O-87-08, 11-24-2008)

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**Sec. 18-6. Knowledge of rules implied.**

By publication of this ordinance as required by law, all persons will be deemed to have knowledge of its contents. However, the airport manager is directed to have copies of the ordinance printed and posted where appropriate. Copies will be available at all times in the manager's office, and copies will be furnished to owners and operators of aircraft based on the airport.

(Ord. No. O-5-01, Exh. A, 3-12-2001; Ord. No. O-87-08, 11-24-2008)

**Sec. 18-7. Conflict in rules.**

If and where there is conflict in these and the Federal Aviation Rules (FARs) the latter shall prevail.

(Ord. No. O-5-01, Exh. A, 3-12-2001; Ord. No. O-87-08, 11-24-2008)

**Sec. 18-8. Penalty for violation.**

- (a) Any person operating or handling an aircraft in violation of any of these rules or refusing to comply therewith, may, at once, be ejected from the airport, or may for any period of time, not exceeding 15 days, be denied use of the airport by the **City Manager**/airport manager, and, upon hearing by the city council, may be deprived of the further use of the airport and its facilities for such period of time as may appear necessary for the protection of life and property.
- (b) Any violation of the ordinance shall be a misdemeanor, punishable by fine in any sum not exceeding \$500.00. This section is cumulative of all other penalties for violation of federal, state and local laws, rules regulations and ordinances.

(Ord. No. O-5-01, Exh. A, 3-12-2001; Ord. No. O-87-08, 11-24-2008)

**Sec. 18-9. Saving clause.**

Should any part of this article be held invalid or unconstitutional, no other part shall necessarily be affected thereby.

(Ord. No. O-5-01, Exh. A, 3-12-2001; Ord. No. O-87-08, 11-24-2008)

**Sec. 18-10. Customer service evaluation form.**

The airport manager shall make available, at all times, both inside and outside of the terminal area, a supply of customer service evaluation forms which will be designed and provided by the airport manager.

(Ord. No. O-5-01, Exh. A, 3-12-2001; Ord. No. O-87-08, 11-24-2008)



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**Secs. 18-11—18-25. Reserved.**

***ARTICLE II. AIRPORT ADVISORY BOARD<sup>3</sup>***

**Sec. 18-26. Creation; composition; appointment of members.**

- (a) There is created and established an airport advisory board which shall consist of seven members with demonstrated experience or knowledge in aviation matters who shall be selected as provided in section 6.6 of the City Charter. Each member shall be a resident of the city; provided, however, that up to two members may reside outside the city limits where the mayor, with approval of the city council, determines it is in the best interest of the city to appoint a non-resident. Members of the board shall serve without compensation but may be reimbursed for expenses if approved in advance by the city manager.
- (b) The members of the board shall be identified by place numbers (1) through (7). All members shall serve two-year terms. The terms for places (1), (2), (3), and (4) shall end on September 30 of odd-numbered years, and the terms for places (5), (6), and (7) shall end on September 30 of even-numbered years. Members shall continue to act after the end of his or her term until a successor is appointed and confirmed.
- (c) A member of the board shall be eligible for reappointment; provided, however, that a member may not be appointed for more than two consecutive terms unless approved by a majority vote of the city council.
- (d) A member of the board may be removed from his position at any time by the mayor, subject to the approval of the city council.
- (e) The city manager or his designated representative shall serve as ex officio (non-voting) secretary to the board and shall keep minutes, books, files and other duties as are incidental to the office.

(Ord. No. O-20-05, § 1, 7-18-2005)

**Sec. 18-27. Officers and quorum.**

The airport advisory board shall organize by electing from its membership a chairperson and a vice-chairperson at the first regularly scheduled meeting after October 1 of each year. All members, including the chairperson, shall vote in matters considered by the board. A majority of the members of the airport advisory board shall constitute a quorum for the transaction of business.

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<sup>3</sup>Editor's note(s)—Ord. No. O-20-05, § 1, adopted July 18, 2005, repealed Art. II in its entirety and enacted a new Art. II to read as set out herein. Former Art. II, §§ 18-26—18-34, pertained to similar subject matter and derived from Code 1968, § 4-41—4-49.

Cross reference(s)—Boards, committees, commissions, § 2-86 et seq.

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(Ord. No. O-20-05, § 1, 7-18-2005)

**Sec. 18-28. Attendance.**

Any member who fails to attend at least 75 percent of all regular meetings of the board within any 12-month period shall be automatically removed from the board, unless such failure to attend was the result of illness or other acceptable excuse as determined by city council.

(Ord. No. O-20-05, § 1, 7-18-2005)

**Sec. 18-29. Rules of procedure and bylaws.**

The airport advisory board may adopt rules of procedure for the conduct of its business. Such rules shall include, among other items, provisions for:

- (1) Regular and special meetings open to the public;
- (2) Records of its proceedings, to be open for inspection by the public; and
- (3) Report to the city council annually or more frequently as requested by council.
- (4) Minimum requirements for member training and education.

(Ord. No. O-20-05, § 1, 7-18-2005)

**Sec. 18-30. Purposes of board.**

The airport advisory board shall make recommendations to the city manager and city council regarding policy matters pertaining to the airport and aviation-related activities of the city. The airport advisory board shall have the following specific purposes:

- (1) Develop, recommend for city council approval, and update an airport master plan for the city.
- (2) Advise the city in all matters pertaining to the airport and aviation in the city and county.
- (3) Serve as the airport zoning board.

(Ord. No. O-20-05, § 1, 7-18-2005)

**Sec. 18-31. Scope of power.**

The airport advisory board shall have no right, power or authority to obligate or bind the city in any manner whatsoever.

(Ord. No. O-20-05, § 1, 7-18-2005)

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**Secs. 18-32—18-55. Reserved.**

***ARTICLE III. AIRPORT ZONING<sup>4</sup>***

**Sec. 18-56. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Airport* means the Palestine Municipal Airport.

*Airport elevation* means the established elevation of the highest point on the usable landing area measured in feet from mean sea level.

*Airport hazard* means any structure or tree or use of land which:

- (1) Obstructs the airspace required for the flight of aircraft or which obstructs or interferes with the control, tracking or data acquisition in the landing, taking off or flight at an airport or at any installation or facility relating to flight and tracking or data acquisition of the flight craft;
- (2) Is hazardous, interferes with or obstructs such landing, taking off or flight of aircraft; or
- (3) Is hazardous to or interferes with the tracking or data acquisition pertaining to flight and flight vehicles.

*Airport hazard area* means any area of land or water upon which an airport hazard might be established if not prevented as provided in this article.

*Airport reference point* means the point established as the approximate geographic center of the airport landing area and that is so designated.

*Approach surface* means a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in section 18-61. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.

*Approach, transitional, horizontal, and conical zones* means the zones that are set forth in section 18-60.

*Centerline* means a line extending through the midpoint of each end of a runway.

*Conical surface* means a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of 4,000 feet.

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<sup>4</sup>State law reference(s)—Airport zoning, V.T.C.A., Local Government Code § 241.001 et seq.

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*Hazard to air navigation* means an obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

*Height.* The height limits in all zones set forth in this article and shown on the zoning map which is on file in the city secretary's office, shall be determined by the datum of mean sea level elevation, unless otherwise specified.

*Horizontal surface* means a horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

*Instrument runway* means a runway of at least 4,000 feet for which there is or is planned to be an instrument landing procedure published by a defense agency of the federal government or by the Federal Aviation Administration. Runways 18/36 are instrument runways at the airport.

*Landing area* means the surface area of the airport used for landing, takeoffs or taxiing of aircraft.

*Nonconforming use* means any preexisting structure, object of natural growth or use of land which is inconsistent with this article.

*Nonprecision instrument runway* means a runway having an instrument approach procedure utilizing air navigation facilities with only horizontal guidance or area-type navigation equipment for which a straight-in nonprecision instrument approach procedure has been approved or planned.

*Obstruction* means any structure, growth or other object, including a mobile object, which exceeds a limiting height set forth in section 18-61.

*Precision instrument runway* means a runway having an instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

*Primary runway* means a paved runway, as shown in the official airport layout plan (ALP), of at least 5,000 feet on which a majority of the approaches to and departures from the airport occur. Runways 18/36 are primary runways at the airport.

*Primary surface* means a surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; but when the runway has no specially prepared hard surface or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface of a runway will be that width prescribed in federal aviation regulations (FAR) part 77, for the most precise approach for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of a primary surface is as follows:

- (1) For utility runways having only visual approaches, 250 feet.
- (2) For utility runways having nonprecision instrument approaches, 500 feet.
- (3) For other than utility runways the width is as follows:
  - a. For visual runways having only visual approaches, 500 feet.

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- b. For nonprecision instrument runways having visibility minimums greater than three-fourths statute mile, 500 feet.
  - c. For nonprecision instrument runways having a nonprecision instrument approach with visibility minimums as low as three-fourths statute mile and for precision instrument runways, 1,000 feet.

*Runway* means a defined area on an airport prepared for landing and takeoff of aircraft along its length.

*Structure* means an object, including a mobile object, constructed or installed by man, including but not limited to buildings, towers, cranes, smokestacks, earth formations and overhead transmission lines.

*Transitional surfaces* means the surfaces that extend outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of seven feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90-degree angles to the extended runway centerline.

*Tree* means any object of natural growth.

*Utility runway* means a runway that is constructed for and intended to be used by a propeller-driven aircraft that is 12,500 pounds maximum gross weight.

*Visual runway* means a runway intended solely for the operation of aircraft using visual approach procedures.

(Code 1968, § 4-22)

Cross reference(s)—Definitions generally, § 1-2.

State law reference(s)—Definitions, V.T.C.A., Local Government Code § 241.003.

### **Sec. 18-57. Enforcement.**

The joint airport zoning board shall administer and enforce this article. An application for a permit shall be made to the joint airport zoning board upon a form published for that purpose. Applications required by this article to be submitted to the joint airport zoning board shall be promptly considered and granted or denied. Applications for variance shall be made to the board of adjustment by first filing the application for variance with the joint airport zoning board who shall forthwith transmit the application to the board of adjustment for determination.

(Code 1968, § 4-29)

Cross reference(s)—Permits, § 18-59.

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**Sec. 18-58. Reserved.**

Editor's note(s)—Ord. No. O-20-05, § 1, adopted July 18, 2005, repealed § 18-58 in its entirety, which pertained to joint airport zoning board and derived from the Code 1968, §§ 4-1—4-3; Ord. No. O-14-94, §§ 1, 2, adopted May 23, 1994.

**Sec. 18-59. Permits.**

- (a) *Future uses.* Except as specifically provided in subsections (a)(1), (2) and (3) of this section, no material change shall be made in the use of land, no structure shall be erected or otherwise established and no tree shall be planted in any zone created by this article unless a permit shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to determine whether the resulting use, structure or tree would conform to this article. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with this article shall be approved in accordance with section 18-57. Nothing contained in any of the following exceptions shall be construed as permitting or intending to permit any construction or alteration of any structure or growth of any tree in excess of any of the height limits established by this article except as set forth in subsection 18-61(b):
- (1) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than 75 feet of vertical height above the ground, except when, because of terrain, land contour or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
  - (2) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than 75 feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.
  - (3) In the areas lying within the limits of the transitional zones beyond the perimeter of the horizontal zone, no permit shall be required for any tree or structure less than 75 feet of vertical height above the ground, except when such tree or structure, because of terrain, land contour or topographic features, would extend above the height limit prescribed for such transitional zones.
- (b) *Existing uses.* No permit shall be granted that would allow the establishment or creation of any airport hazard or permit a nonconforming use, structure or tree to be made or become higher or become a greater hazard to air navigation than it was on the effective date of the ordinance from which this section derives or any amendments to this article or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.
- (c) *Nonconforming uses abandoned or destroyed.* Whenever the joint airport zoning board determines that a nonconforming structure or tree has been abandoned or more than 80 percent torn down, physically deteriorated or decayed, no permit shall be granted that would



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allow such structure or tree to exceed the applicable height limit or otherwise deviate from the established zoning regulations.

- (d) *Variances.* Any person desiring to erect or increase the height of any structure or permit the growth of any tree or use his property in violation of this article may apply to the board of adjustment for a variance from this article. The application for a variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variance shall be allowed when it is duly found that a literal application or enforcement of this article will result in unnecessary hardship and the relief granted would not be contrary to the public interest but would do substantial justice and would be in accordance with the spirit of this article. Additionally, no application for variance from this article may be considered by the board of adjustment unless a copy of the application has been furnished to the airport manager for advice as to the aeronautical effects of the variance. If the airport manager does not respond to the application within 15 days after receipt, the board of adjustment may act on its own to grant or deny the application.
- (e) *Obstruction marking and lighting.* Any permit or variance granted if such is deemed advisable by the joint airport zoning board or the board of adjustment to effectuate the purpose of this article and if such is deemed reasonable in the circumstances may be so conditioned as to require the owner of the structure or tree in question to install, operate and maintain at his own expense such markings and lights as may be deemed necessary.

(Code 1968, § 4-28)

Cross reference(s)—Application for permit shall be filed with the joint airport zoning board, § 18-57.

State law reference(s)—Permits, V.T.C.A., Local Government Code § 241.021.

## **Sec. 18-60. Height restriction zones.**

In order to carry out this article, there are created and established certain height restriction zones which include all of the horizontal surfaces and conical surfaces as they apply to the airport. An area which is located in more than one of the zones listed in this section is considered to be only in the zone with the more restrictive height limitation. The various zones are established and defined as follows:

- (1) *Approach zones.*
  - a. Runway 18 approach zone is established beneath the approach surface at the end of runway 18 on the airport for precision instrument landings and takeoffs. The inner edge of the approach zone shall have a width of 1,000 feet which coincides with the width of the primary surface at a distance of 200 feet beyond the end of the runway, widening thereafter uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet beyond the end of the primary surface, its centerline being the continuation of the centerline of the runway.

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- b. Runway 36 approach zone is established beneath the approach surface at the end of runway 36 on the airport for nonprecision instrument landings and takeoffs. The inner edge of the approach zone shall have a width of 1,000 feet which coincides with the widths of the primary surface at a distance of 200 feet beyond the end of the runway, widening thereafter uniformly to a width of 4,000 feet at a horizontal distance of 10,000 feet beyond the end of the primary surface, its centerline being the continuation of the centerline of the runway.
  - c. Runway 09/27 approach zones are established beneath the approach surface at the end of runway 09/27 on the airport for visual landings and takeoffs. The inner edge of the approach zone shall have a width of 500 feet which coincides with the width of the primary surface at a distance of 200 feet beyond each end of the runway, widening thereafter uniformly to a width of 1,500 feet at a horizontal distance of 5,000 feet beyond each end of the primary surface, its centerline being the continuation of the centerline of the runway.
- (2) *Transitional zones.* Transitional zones are established beneath the transitional surface adjacent to each runway and approach surface as indicated on the zoning map. Transitional surfaces, symmetrically located on either side of a runway, have variable widths as shown on the zoning map which is on file in the city secretary's office. Transitional surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface and from the sides of approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.
  - (3) *Horizontal zone.* The horizontal zone is established as the area beneath a horizontal plane 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of runways 18/36 and connecting the adjacent arcs by lines tangent to those arcs.
  - (4) *Conical zone.* The conical zone is established as the area beneath the conical surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of 4,000 feet.

(Code 1968, § 4-23)

## **Sec. 18-61. Height limitations.**

- (a) *Established.* Except as otherwise provided in this article, no structure shall be erected, altered or maintained and no trees shall be allowed to grow in any zone created by this article to a height in excess of the applicable height limit established in this section for such zone. Such applicable height limitations are established for each of the zones as follows:
  - (1) *Approach zones.*

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- a. *Runway 18.* One foot in height for each 50 feet in horizontal distance beginning at the end of and at the elevation of the primary surface and extending to a point 10,000 feet from the end of the primary surface, then rising one foot in height for each 40 feet in horizontal distance for an additional 40,000 feet from the end of the primary surface.
  - b. *Runway 36.* One foot in height for each 34 feet in horizontal distance beginning at the end of and at the elevation of the primary surface and extending to a point 10,000 feet from the end of the primary surface.
  - c. *Runway 09/27.* One foot in height for each 20 feet in horizontal distance beginning at the end of and at the elevation of the primary surface and extending to a point 5,000 feet from the end of the primary surface.
- (2) *Transitional zones.* Slope seven feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface and extending to a height of 150 feet above the airport elevation which is 422 feet above mean sea level. In addition, there are established height limits sloping seven feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface and extending to where they intersect the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, there are established height limits sloping seven feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending a horizontal distance of 5,000 feet measured at 90-degree angles to the extended runway centerline.
  - (3) *Horizontal zone.* Established at 150 feet above the airport elevation or a height of 572 feet above the mean sea level.
  - (4) *Conical zone.* Slopes 20 feet outward for each foot upward beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.
- (b) *Exceptions.* Nothing in this article shall be construed as prohibiting the growth, construction or maintenance of a tree or structure to a height up to 50 feet above the surface of the land.
- (Code 1968, § 4-24)

## **Sec. 18-62. Use restrictions.**

Notwithstanding any other section of this article, no use may be made of land or water within any zone established by this article in such a manner as to:

- (1) Create electrical interference with navigational signals or radio communication between the airport and aircraft;
- (2) Make it difficult for pilots to distinguish between airport lights and others;
- (3) Result in glare in the eyes of pilots using the airport;
- (4) Create bird strike hazards; or

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- (5) Otherwise in any way endanger or interfere with the landing, taking off or maneuvering of aircraft intending to use the airport.

(Code 1968, § 4-25)

**Sec. 18-63. Nonconforming uses.**

- (a) *Generally.* This article shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to this article as of the effective date of the ordinance from which this article derives or otherwise interfere with the continuance of any nonconforming use. Nothing in this article shall require any change in the construction, alteration or intended use of any structure, the construction or alteration of which began prior to the effective date of the ordinance from which this article derives.
- (b) *Marking and lighting.* Notwithstanding subsection (a) of this section, the owner of any nonconforming structure or tree is required to permit the installation, operation and maintenance thereon of such markers and lights as shall be deemed necessary by the joint airport zoning board to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport hazards. Such markers and lights shall be installed, operated and maintained at the expense of the owner.

(Code 1968, § 4-27)

**Sec. 18-64. Controlled area.**

For purposes of this article, the area within which land use compatibility zoning may take place shall be known as the "controlled area." The controlled area means that land located outside airport boundaries and within a rectangle bounded by lines located no farther than 1½ statute miles from the centerline of an instrument or primary runway and lines no farther than five statute miles from each end of the paved surface of an instrument or primary runway.

(Code 1968, § 4-26)

**Sec. 18-65. Board of adjustment.**

- (a) There is hereby created a board of adjustment to have and exercise the following powers:
- (1) To hear and decide appeals from any order, requirement, decision, or determination made by the city and county joint airport zoning board in the enforcement of this article;
  - (2) To hear and decide special exceptions to the terms of this article upon which such board of adjustment under such regulations may be required to pass;
  - (3) To hear and decide specific variances.
- (b) The board of adjustment shall consist of five members, two appointed by the city, two appointed by the county and one, who shall be the chairman, appointed by the previous four

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members from the city and the county. The members shall serve a term of two years and are removable for cause by the city and county upon written charges, after a public hearing.

- (c) The board of adjustment shall adopt rules for its governance and procedure in harmony with the provisions of this article. Meetings of the board of adjustment shall be held at the call of the chairman and at such times as the board of adjustment may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All hearings of the board of adjustment shall keep minutes of its proceedings showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the joint airport zoning board and shall be a public record.
- (d) The board of adjustment shall make written findings of fact and conclusions of law stating the facts upon which it relied when making its legal conclusions in reversing, affirming or modifying any order, requirement, decision or determination which comes before it under the provisions of this article.
- (e) The concurring vote of four members of the board of adjustment shall be necessary to reverse any order, requirement, decision or determination of the joint airport zoning board or to decide in favor of the applicant on any matter upon which it is required to pass under this article, or to effect any variation in this article.

(Code 1968, § 4-30)

Cross reference(s)—Boards, committees, commissions, § 2-86.

State law reference(s)—Board of adjustment, V.T.C.A., Local Government Code § 241.032.

### **Sec. 18-66. Appeals.**

- (a) Any person aggrieved, or any taxpayer affected, by any decision of the joint airport zoning board made in its administration of this article, if of the opinion that a decision of the joint airport zoning board is an improper application of these regulations, may appeal to the board of adjustment.
- (b) All appeals under this article must be taken within a reasonable time as provided by the rules of the board of adjustment by filing with the joint airport zoning board a notice of appeal specifying the grounds thereof. The joint airport zoning board shall forthwith transmit to the board of adjustment all papers constituting the record upon which the action appealed from was taken.
- (c) An appeal shall stay all proceedings in furtherance of the action appealed from, unless the joint airport zoning board certifies to the board of adjustment, after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate, a stay would, in the opinion of the joint airport zoning board, cause imminent peril to life or property. In such case, proceedings shall be stayed except by the board of adjustment on notice to the joint airport zoning board and on due cause shown.

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- (d) The board of adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person, by agent, or by attorney.
  - (e) The board of adjustment, in conformity with the provisions of this article, may reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination, as may be appropriate under the circumstances.

(Code 1968, § 4-31)

#### **Sec. 18-67. Judicial review.**

Any person aggrieved, or any taxpayer affected, by any decision of the board of adjustment may appeal to a court of competent jurisdiction, as provided by V.T.C.A., Local Government Code § 241.041.

(Code 1968, § 4-32)

#### **Sec. 18-68. Enforcement and remedies.**

The city or county may institute in any court of competent jurisdiction an action to prevent, restrain, correct or abate any violation of this article or of any order or ruling made in connection with its administration or enforcement including, but not limited to, an action for injunctive relief as provided by the Airport Zoning Act, V.T.C.A., Local Government Code § 241.044.

(Code 1968, § 4-33)

#### **Secs. 18-69—18-99. Reserved.**

### ***ARTICLE IV. MINIMUM STANDARDS FOR FIXED BASE OPERATORS AND AIRPORT TENANTS AT THE PALESTINE MUNICIPAL AIRPORT<sup>5</sup>***

#### **Sec. 18-100. Minimum standards and requirements.**

The city, as owner(s) of the Palestine Municipal Airport shall hereinafter be referred to as the lessor.

The following minimum standards and requirements for commercial aeronautical activities have been established in the public interest for the safe and efficient operation of the Palestine Municipal Airport; to enhance its orderly growth; to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the Department of

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<sup>5</sup>Editor's note(s)—Ord. No. O-5-01, Exh. B, adopted Mar. 12, 2001, did not specify manner of codification, hence; inclusion of these provisions as §§ 18-100 and 18-101 was at the discretion of the editor.

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Transportation Regulations; and to assure to all lessees the availability of airport property on fair and reasonable terms and without unjust discrimination.

- (1) A fixed base operator is defined as any person, firm, or corporation performing any of the functions or furnishing any of the services as hereinafter set out for fixed base operators at the Palestine Municipal Airport. No person, firm, or corporation shall engage in any commercial activity as a fixed base operator as herein defined unless the same is done in full compliance with the standards, rules and regulations herein set forth.
- (2) An airport tenant is defined as any person, firm, or corporation leasing property at the Palestine Municipal Airport for aeronautical purposes who is not a fixed base operator. An airport tenant may hangar his aircraft on his leased property subject to the provisions of Category "L" or "M" as applicable.
- (3) All fixed base operators and airport tenants shall protect the public generally, the customers or clients of such fixed base operators, and the Palestine Municipal Airport from any and all lawful damages, claims, or liability and shall carry comprehensive general liability insurance in a company authorized to do business in the state with limits as prescribed in the respective categories, with the city named as an additional insured, which policies must be approved by the airport manager and a certificate of insurance thereof furnished to the airport manager. It is further understood that as circumstances in the future dictate, the city may require an increase in bodily injury and property damage insurance.
- (4) A fixed base operator, by submitting of an annual financial statement by February 28 for the previous calendar year, to the city, airport manager, shall satisfy the lessor that it is technically and financially able to perform the services of a fixed base operator. This shall include the responsibility for demonstrating continued financial solvency and business ability by the submitting of an annual balance sheet, credit references and any other proof that the lessor may require from time to time. In cases of doubt by the lessor to such ability of a fixed base operator, the lessor may conduct a hearing before persons designated by the city manager to determine appropriate action. In each instance, the lessor shall be the final judge as to the qualifications and financial ability of the lessee.

The lessor will not accept an original request to lease land area unless the proposed lessee puts forth in writing a proposal which sets forth the scope of operation he proposes, including the following:

- a. The services he/she will offer.
- b. The amount of land he/she desires to lease.
- c. The building space he/she will construct or lease.
- d. The number of aircraft he/she will provide.
- e. The number of persons he/she will employ.
- f. The hours of proposed operation.



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- g. The amount and types of insurance coverage he/she will maintain.
  - h. Evidence of his/her financial capability to perform and provide the above services and facilities.
- (5) Any person, firm or corporation capable of meeting the minimum standards set forth herein for any of the stated fixed base operator categories is eligible to become a fixed base operator at the airport, subject to the execution of a written lease for five years containing such terms and conditions as may be determined by the lessor. A fixed base operator or airport tenant shall not engage in any business or activity on the airport other than that authorized under his particular category or categories. Any fixed base operator desiring to extend his operation into more than one category or to discontinue operations in a category, shall first apply in writing to the lessor for permission to do so, setting forth in detail the reasons and conditions for the request. The lessor shall then grant or deny the request on such terms and conditions as the lessor deems to be prudent and proper under the circumstances. Each fixed base operator shall, unless otherwise provided by the municipality, provide his/her own personnel and equipment, and other requirements as herein stated upon land leased from the lessor.
- (6) All fixed base operators at said airport shall, unless otherwise provided by the municipality, provide ample lounges and rest rooms for their customers and shall make telephone service conveniently and readily available for public use.
- (7) All construction required of such operators shall be in accordance with design and construction standards required or established by the lessor for the facility or activity involved. Title to any and all buildings and appurtenances, which may be built on lessor property, shall revert to the lessor, when and if the subject lessee vacates the lease for any reason. (Alternate: When and if subject lessee vacates the lease for any reason, he/she may either remove said buildings at his/her expense within 30 days, or title will automatically pass to the lessor.) All operators shall be required to furnish the lessor payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the lessor.
- (8) The rates or charges for any and all activities and services of such operators shall be determined by the operators, subject to the approval of the lessor, and subject, further, to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.
- (9) All operators at the airport shall be full time, financially sound and progressive business enterprises, with adequately manned and equipped facilities, including ample office facilities, and who observe normal or specifically required business hours.
- (10) All fixed base operators shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations, unless provided by the municipality.

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- (11) All operators shall abide by and comply with all state, county and city laws and ordinances, the rules and regulations of the city, and the rules and regulations of the state and the Federal Aviation Administration (FAA).
  - (12) In the event the city constructs the physical plant facilities (hangars, etc.) for use by any operator under the provisions of any lease or other contract, such lease or contract with such operators shall be on such terms and conditions as to guarantee a full return of the investment within 15 years, plus interest and reasonable rental for use during such period.
  - (13) All operators shall provide and pay for, unless provided by the municipality, all lights, gas, electrical current, water, sewer charges and garbage collection charges used or incurred anywhere in or about the leased premises, and shall pay the charges made therefor by the suppliers thereof promptly when due.
  - (14) All contracts and leases between such operators and the city shall be subordinate to the provisions of any existing or future agreement(s) between the city and the United States, relative to the operation or maintenance of the airport.
  - (15) No fixed base operators shall sublease or sublet any premises leased by such operator from the lessor, or assign any such lease, without the prior written approval of the lessor, and any such subletting or assignment shall be subject to all of the minimum standards herein set forth.
  - (16) In the event the lessee sublets any portion of his/her lease, the sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the airport manager in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the airport manager as it relates to the enforcement of these standards.
  - (17) In the event that the lessee or sublessee fails to comply fully with these standards or fails to comply with the reasonable request or direction of the airport manager as it relates to these standards, said lessee or sublessee shall be in default. If said default continues for more than 30 days after notice of said default, the lessor may terminate the lease. Said lessee is responsible for the performance of the sublessee.
  - (18) Fixed base operators shall have the right to use common areas and facilities of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the takeoff, flying and landing of aircraft of lessee.
  - (19) Beginning with the effective date of adoption of these minimum standards, leases to fixed base operators and airport tenants shall be limited to a maximum of ~~5~~40 years, including options. In addition, FBO leases shall, at the discretion of the lessor, be subject to review and reevaluation at each renewal. ~~See Appendix B- Fee Schedule. in relation to the Consumer Price Index. In this regard, when at the end of each renewal, the cost of living index is determined by the lessor to be higher than the previous renewal period, the rental terms thereof shall be increased to such percentage of increase or of said cost of living index. If at the end of each renewal period the said cost of living index has decreased, the lessor shall take no action to review or~~

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~~reevaluate the lease. Airport tenants shall pay \$35.00 per month for the first ten years of the lease. It will be adjusted for the additional 15 years of the lease as follows: at the 11th year, the cost of living index (according to the guidelines set by the U.S. Department of Labor) increase from the tenth to the 11th year will be applied to the \$35.00. Subsequent yearly increases will be applied for the remaining term.~~

- (20) Lessees will, at all times during the continuance of the term of the lease and any renewal or extension thereof, conduct, operate and maintain for the benefit of the flying public, the fixed base operation provided for and described therein, and provide all parts and services as defined and set forth, and will make all such services available to the public and that it will devote its best efforts for the accomplishment of such purposes and that it will at all times charge fair, reasonable and not unjustly discriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in a lease that may be or appear to the contrary, it is expressly understood and agreed that the rights granted thereunder are nonexclusive and the lessor reserves the right to grant similar privileges to another operator or operators upon formal application by that operator, and upon demonstration of compliance with paragraphs (4) and (5) herein.
- (21) All contracts and leases between such operators and the city shall be subordinate to the right of the city during time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of any contracts or leases between such operators and the city, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.
- (22) Upon adoption of these standards, all leases entered into and any amendments to existing leases shall be in accordance with the standards. Present lease holders shall be granted three months to comply with all standards set forth.
- (23) The lessee shall remove from the airport or otherwise dispose of in a manner approved by the airport manager all garbage, debris, and other waste material (whether solid or liquid) arising out of its occupancy of the premises or out of its operations. Said lessee shall keep and maintain his/her leased premises in a neat and orderly manner as defined by the lessor. Any garbage, debris, or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, the same to be made of metal and equipped with tight fitting covers and to be of a design to safely and properly contain whatever may be placed therein. The lessee shall use extreme care when effecting removal of all such waste.
- (24) The city reserves the right to enter upon any premises leased to fixed base operators and airport tenants at reasonable times for the purpose of making such inspections as it may deem expedient to the proper enforcement of these minimum standards and for the proper enforcement of any covenant or condition of any contract or lease agreement of any fixed based operator or airport tenant.
- (25) The city recognizes the rights of any person, firm or corporation operating aircraft on the airport to perform services on its own aircraft with its own regular employees

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(including, but not limited to maintenance, repair and fueling) that it may choose to perform. Aircraft fueling accomplished under this provision shall be in strict accordance with Category D(1) herein and any safety regulations and/or ordinance as referenced in paragraph (11).

- (26) All operations conducted at the airport will be conducted in the safest manner possible and for the maximum benefit of the flying public and the citizens of the surrounding area.
- (27) Where these standards call for a minimum square footage of space, and the applicant is permitted to conduct more than one activity, then such applicant shall have the minimum square footage for that activity which requires the greatest minimum square footage.
- (28) *Standard lease provisions.* All leases, subleases, contracts, or franchises for airport property, or for airport operations or use, shall contain the following standard provisions:
- a. The right to conduct aeronautical activities for furnishing services to the public is granted the lessee subject to lessee agreeing:
    1. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and
    2. To charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
  - b. The lessee for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
  - c. That in the event of breach of any of the preceding nondiscrimination covenants, lessor shall have the right to terminate the license, lease, permit, etc., and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
  - d. During the time of war or national emergency, lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument,

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insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

- e. No right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including but not limited to maintenance, repair, and fueling) that it may choose to perform.
- f. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 or for aeronautical activities such as but not limited to:
  - 1. Charter operations.
  - 2. Pilot training.
  - 3. Aircraft rental.
  - 4. Aerial photography.
  - 5. Crop dusting.
  - 6. Sale of aviation petroleum products.
  - 7. Air carrier operations.
  - 8. Aircraft sales, and service incidental thereto.
  - 9. Any other activity which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.
- g. Lessor reserves the right, in a reasonable and nondiscriminatory manner, to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of lessee and without interference or hindrance. However, lessor shall notify lessee in writing, 60 days prior to planned development.
- h. Lessor shall have the right, but not the obligation, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of lessee in this regard.
- i. All hangars, buildings, properties or land on the airport, shall be maintained in a clean, attractive, weed free, well painted, junk free condition.

If an operator or lessee has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, and jigs, barrels, containers, or other unattractive items, lessee shall enclose such an area with a screen that will hide such area from public view.
- j. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the airport which would limit the usefulness of the airport or constitute a hazard to aircraft.

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- k. This agreement shall be subordinate to the provisions of any existing or future agreement between lessor and the United States, relative to the operation or maintenance of the airport.
  - l. Incorporated into this agreement, by reference and as though set forth herein verbatim, are the minimum standards for fixed base operators and airport tenants adopted by the lessor. Such minimum standards shall be lawful, reasonable and nondiscriminatory. Further, all parties hereto agree to comply with any and all laws and regulations, including those of the FAA, and will not permit the premises covered by this agreement to be used for any unlawful or improper purpose.
  - m. Each lessee shall at all times have in effect liability insurance for all of lessee's operations in the amounts set out in the standard for the particular activity in question and referenced in the minimum standards. Such insurance policies shall further name the lessor as additional insureds. Certificates of such insurance shall be furnished by lessee to the lessor and a certificate presently then in effect shall be on file at all times.
  - n. The standards and regulations enacted by the governmental agency responsible for the operation of the airport, now or in the future, may provide for use charges to be paid by those using, occupying, or conducting operations at the airport. Such charges may be based upon square footage, receipts or other reasonable basis, to be established by such standards and regulations. Lessee agrees to pay such charges as same are due and owing under any such standards or regulations now or hereafter in effect. Any such use charges shall be lawful, reasonable and nondiscriminatory.
  - o. Lessor may, on account of the breach of any provision hereof, including the standards and regulations incorporated herein by reference, terminate this agreement and eject the party in violation in accordance with the provisions of this lease. (Details concerning insolvency, notice, and other matters concerning lessee's default may be in a particular lease.)
  - p. Lessee agrees to save and hold harmless the lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages and attorney's fees resulting or to result from any of lessee's businesses, operations, occupancy, or use of the airfield, or resulting from any act or omission of lessee's agents, servants or employees. And this indemnity agreement shall apply and protect such lessor and its agents, servants, and employees, even though it be contended, or even established, that said lessor or its agents, servants, or employees were negligent, or that their conduct or omission in any way caused or contributed to any such liability, expense, damage, cause of action, or attorney's fees.
  - q. The purpose of the lease and the operations to be conducted by lessee or sublessee, and the identity of the premises to be occupied, are set forth in this

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lease. No other operations, business, or occupancy may be had or done without the additional written consent of the lessor.

- r. This agreement may not be assigned, in whole or in part, nor may the premises described herein be subleased, in whole or in part, without the prior written consent of the lessor. Such consent shall not be unreasonably withheld.
- s. In the event lessee becomes insolvent, or the subject of any kind or chapter of bankruptcy proceeding, or if a receiver, assignee, or other liquidating officer is appointed for the business of lessee, then lessor may cancel this lease at lessor's option upon giving written notice to lessee.

**Sec. 18-101. Fixed base operator categories.**

(a) *Category A. Aircraft sales.* Any lessee desiring to engage in the sale of new or used aircraft must lease and/or provide as a minimum the following:

- (1) Land. Basic requirement: The leasehold shall contain adequate space for building, storage of aircraft, and display.
- (2) Buildings. Basic requirement: Lease or construct adequate space of properly lighted, air conditioned, and heated space for office, public lounge, rest rooms and public use telephone.
- (3) Personnel. Basic requirement: One person having a current commercial pilot certificate with ratings appropriate for the types of aircraft to be demonstrated.
- (4) Dealerships. Basic requirement: New aircraft dealers shall hold an authorized factory or subdealership. All aircraft dealers shall hold a dealership license or permit if required by state.
- (5) Aircraft. Basic requirement: A dealer of new aircraft shall have available or on call one current model demonstrator.
- (6) Services. Basic requirement: Provide for adequate parts and servicing of aircraft and accessories during warranty periods (new aircraft).
- (7) Hours of operation. The normal operating hours will be at the operator's discretion, but he/she should be reasonably available to the public.

(8) Insurance coverage.

Aircraft liability

a. Public liability insurance

- 1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
- 2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Comprehensive public liability and property damage



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a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Note: The above coverages should include aircraft held for sale and demonstration by the lessee but owned by others. Hangar keepers liability for nonowned aircraft left in lessee's care if appropriate.

Products liability: \$500,000.00 each accident (if lessee provides aircraft services)  
\$1,000,000.00 total aggregate liabilities to any one accident.

Amounts under the basic insurance coverage may be increased if warranted by the city.

(b) *Category B. Aircraft rental.* Any lessee desiring to engage in the rental of aircraft to the public must provide as a minimum the following:

- (1) Land. Basic requirement: The leasehold shall contain adequate space for aircraft parking and building.
- (2) Buildings. Basic requirement: Lease or construct building which will provide adequate properly air conditioned, heated and lighted space for office, public lounge, rest rooms and public use telephone.
- (3) Personnel. Basic requirement: One person having a current commercial pilot certificate with appropriate ratings.
- (4) Aircraft. Basic requirement: One airworthy aircraft owned or leased in writing to the lessee.
- (5) Hours of operation. Basic requirement: The hours of operation shall be determined by lessee with approval of lessor.
- (6) Insurance coverage for owned for leased aircraft.

Aircraft liability

a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
1. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Comprehensive public liability and property damage

a. Public liability insurance

1. Bodily injury \$500,000.00 each person

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\$1,000,000.00 total aggregate liability as to any one accident

2. Property damage \$500,000.00 each accident

\$1,000,000.00 total aggregate liability under the policy

Amount under basic coverage may be increased if warranted by the city.

- (c) *Category C. Flight training.* Any lessee desiring to engage in pilot flight instruction shall provide as a minimum the following:

- (1) Land. Basic requirement: The leasehold shall contain adequate space for lessee's buildings and aircraft tie downs.
- (2) Buildings. Basic requirement: Lease or construct a building having adequate properly air conditioned, lighted and heated floor space to provide classroom, briefing room, pilot lounge, rest rooms, office space and public use telephone.
- (3) Personnel. Basic requirement: One person properly certificated by FAA as flight instructor to cover the type of training offered.
- (4) Aircraft. Basic requirement: The lessee shall own or have leased to him/her in writing one properly certificated aircraft equipped for flight instruction.
- (5) Hours of operation. Basic requirement: The hours of operation shall be determined by lessee with the approval of the lessor.
- (6) Insurance coverage for owned or leased aircraft.

Aircraft liability

- a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Comprehensive public liability and property damage

- a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Amount under basic coverage may be increased if warranted.

- (d) *Category D. Public aircraft fuels and oil dispensing service.* Lessees desiring to dispense aviation fuels and oil and provide other related services, such as tie down and parking, shall provide as a minimum the following services and facilities:

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- (1) Land. Basic requirement: The leasehold shall contain adequate land to provide for buildings, aircraft parking area equipped with six tie downs and dispensing equipment. Increased land area to provide for additional facilities such as paved aircraft parking area, private auto parking, paved access walkway for the public, additional tie downs, etc.
  - (2) Buildings. Basic requirement: Construct or lease a building providing adequate properly lighted, air conditioned and heated floor space for office, public lounge, rest rooms and public use telephone.
  - (3) Personnel. Basic requirement: One properly trained person shall be on duty during operating hours.
    - a. Sufficient properly trained personnel shall be available to serve the public 24 hours per day. The concessionaire shall require attendants to be courteous and furnish good, prompt and efficient service at all times and shall provide service in a fair, equal and nondiscriminatory basis to all airport users.
    - b. Solicitation of fueling services in a loud, boisterous, offensive or obstructive manner shall not be permitted. The concessionaire and his/her employees will maintain a friendly and cooperative, though competitive, relationship with other companies engaged in like business.
  - (4) Aircraft service equipment. Basic requirement: Emergency starting equipment, adequate fire extinguishers.
  - (5) Services. Basic requirement: Fuel, park and tie down aircraft, oil. Rental car service. Operate UNICOM. Courtesy car availability is desirable.
  - (6) Fuel. Basic requirement: Lessee shall provide at least two grades of aircraft fuel, including 100 octane and Jet A. MOGAS, when provided, shall meet the designated FAA specifications for the type of fuel being provided and shall be supplied only to those aircraft that have been certified under the appropriate supplemental type certificate to use this fuel.
  - (7) Fuel facilities. Basic requirement: Two metered filter-equipped dispensers fixed or mobile for dispensing two grades of fuel and separate dispensing pumps and meters for each grade of fuel are required.
    - a. Trucks. If lessee elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of 800 gallons for 100 octane and 2,000 gallons for Jet A. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, city and National Fire Protection Association recommendations, requirements and regulations.
    - b. Tank farm. If lessee elects to utilize fixed storage tanks, lessee shall furnish at least two aircraft fuel storage tanks with a capacity of 5,000 gallons.
      1. Fuel storage tanks shall be above ground unless otherwise authorized and such installations shall be in a location approved by the lessor in the fuel farm and shall comply with applicable, uniform Building Code Standards,

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fire codes and ordinances of the city and recommendations of the National Fire Protection Association. Aviation fuel tanks shall have capabilities for cleaning and maintenance.

2. Fuel storage tanks shall comply with requirements set out by Environmental Protection Agency, the FAA, and the state.
  3. All plans and specifications for improvements on tank farm (including landscaping) shall be prepared and presented to the lessor and shall require the written approval of the lessor before any construction or installation may be undertaken.
  4. All construction or improvements on tank farms shall conform with any general architectural requirements of the city and shall be undertaken in accordance with local, state and federal codes, ordinances and regulations now in force or hereinafter prescribed by authority of law. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.
  5. Lessee shall, at its sole cost and expense, maintain fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said airport. Lessee shall repair all damages caused by its employees, patrons, or their operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, sightly and good physical condition.
  6. Lessee shall, in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installations at its sole expense, subject to the approval of the lessor, who in their reasonable discretion, shall be the sole judge of the quality of maintenance. Upon written notice by lessor to lessee, lessee shall be required to perform whatever reasonable maintenance lessor deems necessary. If said maintenance is not undertaken by lessee within ten days after receipt of written notice, lessor shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by lessee.
  7. All fuel storage tanks on airport property, owned by lessee or a tenant shall, at the termination of the lease, be removed by the owner of the tank at his/her expense.
- (8) Hours of operation. Basic requirement: Fueling service shall be provided from 8:00 a.m. to sundown seven days a week. On call service shall be provided during nonscheduled hours of operation.
- (9) Insurance coverage.
- Comprehensive public liability and property damage

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a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Amount under basic coverage may be increased if warranted by the lessor.

- (10) Fire extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations. Such persons will attend necessary training provided by local fire marshal or the city.
  - (11) Static discharging ground wires will be attached to the aircraft, the fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations. Grounding rods of sufficient length to reach permanent underground moisture will be conveniently located.
  - (12) Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.
  - (13) FBO personnel used to dispense aircraft fuels and lubricants will be trained in the proper recognition of aircraft fuel tank markings, kinds and grades of aircraft fuels and lubricants, and safety precautions necessary for fuel handling. Such personnel must, while servicing aircraft, wear sufficient identification so that the public may know which person is authorized to dispense petroleum products.
  - (14) Automatic fuel dispensers may be utilized with appropriate disclaimers being provided by lessee.
  - (15) In all matters related to aircraft fueling safety and servicing, the provisions of the most recent NFPA Manual 407 "Standard for Aircraft Fuel Servicing," together with American Petroleum Institute quality control standards, as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. Copies thereof are on file with the airport manager. In the event of conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.
- (d(1)) *Category D(1). Nonpublic aircraft fuels and oil dispensing.* Lessees desiring to conduct nonpublic aircraft fuel and oil dispensing shall meet the following minimum standards and provide the following minimum facilities:

Restriction: Lessees holding nonpublic aircraft fuels dispensing permits shall not sell or deliver aircraft fuels to anyone other than lessee. Fueling of any aircraft not owned or leased by lessee (except in case of emergency) shall result in immediate revocation of the right to bring fuel upon, or store fuel on, airport property. Upon request by lessor, lessee shall provide evidence of ownership or lease of any aircraft being fueled. A corporation may not be formed for the expressed purpose of providing fuel services under this standard.

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- (1) Personnel. Basic requirement: Personnel engaged in dispensing aircraft fuel shall be properly trained with regard to safety procedures.
  - (2) Fuel. Basic requirement: Lessee shall provide only the type or grade of fuel required to service the lessee's aircraft.
  - (3) Fuel facilities. Basic requirement: Metered, filter-equipped dispensers fixed or mobile for dispensing grades of gasoline required. Separate dispensing pumps and meters for each grade of fuel are required.
- (a) Trucks. If lessee elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of 250 gallons for each fuel type provided. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, city and National Fire Protection Association recommendations, requirements and regulations.
  - (b) Tank farm.
    - a. Fuel storage tanks shall be above ground unless otherwise authorized and such installations shall be in a location approved by the airport manager in the fuel farm, and shall comply with applicable, uniform building code standards, fire codes and ordinances of the city and recommendations of the National Fire Protection Association. Aviation fuel tanks shall have capabilities for cleaning and maintenance.
    - b. Fuel storage tanks shall comply with requirements set out by Environmental Protection Agency, the FAA, and the state.
    - c. All plans and specifications for improvements on tank farm (including landscaping) shall be prepared and presented to the airport manager and shall require the written approval of the city before any construction or installation may be undertaken.
    - d. All construction or improvements on tank farms shall conform with any general architectural requirements of the city and shall be undertaken in accordance with local, state and federal codes, ordinances and regulations now in force or hereinafter prescribed by authority of law. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.
    - e. Lessee shall, at its sole cost and expense, maintain fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said airport. Lessee shall repair all damages caused by its employees, patrons, or their operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, slightly and good physical condition.
    - f. Lessee shall, in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installations at its sole expense, subject to the approval of the lessor, who in their reasonable discretion, shall be the sole judge of the quality of maintenance. Upon written notice by lessor to

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lessee, lessee shall be required to perform whatever reasonable maintenance lessor deems necessary. If said maintenance is not undertaken by lessee within ten days after receipt of written notice, lessor shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by lessee.

(4) Insurance coverage.

Aircraft liability

a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Amount under basic coverage may be increased if warranted by lessor.

- (5) Fire extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations. Such persons will attend appropriate training provided by local fire marshal or the city.
  - (6) Static discharging ground wires will attached to the aircraft, the fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations. Grounding rods of sufficient length to reach permanent underground moisture will be conveniently located.
  - (7) Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.
  - (8) In all matters related to aircraft fueling safety and servicing, the provisions of the most recent NFPA Manual 407 "Standards for Aircraft Fuel Servicing," together with American Petroleum Institute quality control standards, as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. Copies thereof are on file with the airport manager. In the event of conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.
- (e) *Category E. Airframe and/or power plant repair.* Any lessee desiring to engage in airframe and/or power plant repair service must provide as a minimum the following:
- (1) Land. Basic requirement: The leasehold shall contain an area of adequate space for all buildings and temporary parking of aircraft. Increased land area to provide for additional facilities such as private auto parking, paved ramp area to appropriate lot line, paved pedestrian access walkway, etc.



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- (2) Buildings. Basic requirement: Lease or construct a building sufficient to provide adequate shop and hangar space meeting local and state industrial code requirements plus adequate office space. Provide public use telephone.
  - (3) Personnel. Basic requirement: One person currently certified by FAA with ratings appropriate for work being performed who may hold an airframe and/or power plant rating.
  - (4) Hours of operation. Basic requirement: The hours of operation shall be determined by lessee with the approval of the lessor.
  - (5) Equipment. Basic requirement: Sufficient equipment, tools, supplies and availability of parts to perform maintenance in accordance with manufacturers recommendations or equivalent. Demonstrate the ability to and assume responsibility for promptly removing from the public landing area any disabled aircraft as soon as permitted by cognizant federal and/or state authorities.
  - (6) Insurance coverage.

Comprehensive public liability and property damage

a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Products liability: \$500,000.00 each accident (if lessee provides aircraft services).  
\$1,000,000.00 total aggregate liabilities to any one accident.

Amounts under the basic insurance coverage may be increased if warranted by the city.

- (f) *Category F. Air taxi service.* Lessees desiring to engage in air taxi service must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, and provide as a minimum the following:
  - (1) Land. Basic requirement: The leasehold shall contain adequate land for building.
  - (2) Buildings. Basic requirement: Lease or construct a building providing a minimum of adequate properly heated, air conditioned and lighted space for office, public lounge, rest rooms and public use telephone.
  - (3) Personnel. Basic requirement: One FAA certificated commercial pilot who is appropriately rated to conduct air taxi service offered.
  - (4) Aircraft. Basic requirement: One four-place aircraft meeting all the requirements of the air taxi/commercial operator certificate held. Note: Aircraft shall be owned or leased by agreement in writing and meet all the relevant requirements of Part 135 of the FAA Regulations.

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- (5) Hours of operation. Basic requirement: The hours of operation shall be determined by lessee with the approval of the lessor. Provide on call service during nonoperating hours.

- (6) Insurance coverage.

Aircraft liability

- a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Comprehensive public liability and property damage

- a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Amounts under the basic insurance coverage may be increased if warranted by the lessor.

- (g) *Category G. Radio, instrument, or propeller repair service.* Lessees desiring to provide a radio, instrument or propeller repair service must hold an FAA repair station certificate and ratings for same and provide as a minimum the following:

- (1) Land. Basic requirement: The leasehold shall contain adequate land for building.
- (2) Buildings. Basic requirement: Construct or lease building providing adequate properly lighted, air conditioned and heated space to house office, rest room facilities and minimum shop and hangar space as required for FAA repair shop certification. Public use telephone.
- (3) Personnel. Basic requirement: One FAA certificated repairman qualified in accordance with the terms of the repair station certificate.
- (4) Hours of operation. Basic requirement: The hours of operation shall be determined by lessee and approved by lessor. Provide on call service during weekends.
- (5) Insurance coverage.

Aircraft liability

- a. Public liability insurance

1. Bodily injury \$500,000.00 each person

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\$1,000,000.00 total aggregate liability as to any one accident

2. Property damage \$500,000.00 each accident

\$1,000,000 total aggregate liability under the policy

Comprehensive public liability and property damage

- a. Public liability insurance

1. Bodily injury \$500,000.00 each person

\$1,000,000 total aggregate liability as to any one accident

2. Property damage \$500,000.00 each accident

\$1,000,000.00 total aggregate liability under the policy

Amounts under the basic insurance coverage may be increased if warranted by the lessor.

- (h) *Category H. Aerial applications(long term).* Lessees desiring to engage in aerial application operations must hold an agricultural aircraft operator certificate issued by the FAA; comply with requirements of the state and political subdivisions thereof; and said operations must be negotiated with the lessor.

- (j) *Category J. Specialized commercial flight services.* Lessees desiring to engage in the specialized commercial air activities including but not limited to those listed below may provide as a minimum the following:

Banner towing and aerial advertising

Aerial photography or survey

Fire fighting or fire patrol

Powerline or pipe line patrol

Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

- (1) Land. Basic requirement: Leasehold shall contain adequate land to provide for buildings, aircraft parking and tie downs.
- (2) Buildings. Basic requirement: Construct or lease adequate properly heated and lighted floor space for office. Telephone.
- (3) Personnel. Basic requirement: One person having a current commercial pilot certificate with appropriate ratings for the aircraft to be flown.
- (4) Aircraft. Basic requirement: One properly certificated aircraft owned or leased in writing to the lessee.
- (5) Hours of operation. Basic requirement: The normal operating hours will be at the operators discretion and approval by the airport manager, but he/she should be reasonably available to the public.

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(6) Insurance coverage for owned or leased aircraft.

Aircraft liability

a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Comprehensive public liability and property damage

a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Amounts under the basic insurance coverage may be increased if warranted by the lessor.

(k) *Category K. Multiple services.* Lessees desiring to engage in two or more commercial aeronautical activities must provide as a minimum the following:

- (1) Land. Basic requirement: The leasehold for multiple activities shall contain adequate space for specific use area requirements established for the service to be offered (specific use spaces need not be additive where combination use can be reasonably and feasibly established).
- (2) Buildings. Basic requirement. Lease or construct a building containing adequate space to provide properly lighted, air conditioned and heated space for specific use area requirements established for the service to be offered (specific use space need not be additive where combination use can be reasonably and feasibly established). Repair stations must provide minimum shop and hangar space as required by FAA repair shop certification.
- (3) Personnel. Basic requirement: Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.
- (4) Aircraft. All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft, except aerial applicator aircraft, to meet these requirements. In order to meet these requirements, however, a minimum of two aircraft must be owned or under the direct control of the lessee and based on the lessee's leasehold.
- (5) Equipment. All equipment, specifically required for each activity, must be provided.

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- (6) Services. All services specifically required for each activity must be provided during the hours of operations.
  - (7) Hours of operation. The lessee will adhere to the operating schedule as required for each activity.
  - (8) Insurance coverage. The lessee will obtain the highest single coverage in the amounts established for each type of insurance required for the specific activity.
  - (l) *Category L. Flying clubs.* In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, the category of flying clubs is added to the standards of the airport.

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these standards and requirements. However, they shall be exempt from regular fixed base operator requirements upon satisfactory fulfillment of the conditions contained herein.

- (1) The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of the aircraft must be vested in the name of the flying club (or owned proportionately by all of its members). Each member must be a bonafide share owner of the aircraft or a stockholder in the corporation. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.
- (2) Flying clubs may not offer or conduct charter, air taxi, or rentals of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a lessee based on the airport who provides flight training. Any qualified mechanic and/or instructor who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work and/or giving instruction in aircraft owned by the club, so long as the club does not become obligated to pay for such maintenance work or instruction, except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.
- (3) All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
- (4) A flying club shall abide by and comply with all federal, state and local laws, ordinances, regulations and the rules and regulations of this airport management.

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- (5) The flying club, with its permit request, shall furnish the airport management a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, and investment share held by each member to be revised on a semiannual basis; evidence of insurance in the form of a certificate of insurance with hold harmless clause in favor of the airport, its officers and employees (ten days' prior notice of cancellation shall be filed with airport management); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. In addition, the club shall maintain a set of books showing all club income and expenses. Said books shall be available for inspection by airport management to determining compliance with this provision.
- (6) Insurance coverage.
- Comprehensive public liability and property damage
- a. Public liability insurance
1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
  2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy
- (7) A flying club which violates any of the foregoing, or permits one or more members to do so, will be notified in writing of the violation and given ten days in which to correct said violation. Should such violation not be corrected within ten days, a public hearing will be held for the purpose of considering termination of tenancy.
- (m) *Category M. Airport tenant.* A person having the use designation of "airport tenant" shall be limited to the following and only the following uses:
- Storage of aircraft and nonhazardous personal property and service and maintenance on aircraft.
- Such person may provide fuel for owned or leased aircraft, but only after meeting the requirements of (D(1)) "nonpublic aircraft fuels and oil dispensing."
- (1) Insurance coverage.
- Aircraft liability
- a. Public liability insurance
1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
  2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy
- Comprehensive public liability and property damage

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a. Public liability insurance

1. Bodily injury \$500,000.00 each person  
\$1,000,000.00 total aggregate liability as to any one accident
2. Property damage \$500,000.00 each accident  
\$1,000,000.00 total aggregate liability under the policy

Amounts under the basic insurance coverage may be increased if warranted by the lessor.

- (2) Due to the vast variety of single and multi-occupancy hangars, a single, minimum standard for building and acreage is not established. Therefore, each application under this standard will be considered on its own merits.

(Ord. No. O-5-01, Exh. B, 3-12-2001)



## **Chapter 34 CEMETERIES<sup>1</sup>**

### ***ARTICLE I. IN GENERAL***

#### **Sec. 34-1. Interment of bodies in cemeteries required.**

It shall be unlawful for any person to bury or inter the body of any deceased person at any place within the city except in a regularly dedicated cemetery.

(Code 1968, § 8-2)

#### **Sec. 34-2. Hours restricted.**

It shall be unlawful for any person to enter, go into or remain in any cemetery which is located in the city between the hours of 8:00 p.m. and 6:00 a.m.

(Code 1968, § 8-1)

#### **Sec. 34-3. Right of exclusion.**

The city council shall have the right to exclude from the cemetery grounds any person who shall persist in disobeying any of the sections of this chapter or other rules or regulations governing the cemetery.

(Code 1968, § 8-9)

#### **Sec. 34-4. Removal of offensive structures.**

If any monument, vault, effigy or enclosure or any structure whatever or any inscription shall be placed in or upon any lot which shall be determined by the authorities of the cemetery to be offensive, improper or injurious to the appearance of the surrounding lots or grounds, they shall enter upon such lot and remove the offensive or improper object or inscription.

(Code 1968, § 8-11)

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<sup>1</sup>Cross reference(s)—Possession of open containers of alcoholic beverages in public places, § 10-4; streets, sidewalks and other public places, ch. 86.

State law reference(s)—Cemeteries, V.T.C.A., Health and Safety Code §§ 711.001 et seq., 713.011 et seq.

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**Sec. 34-5. Operation of vehicles.**

It shall be unlawful for any person to drive or operate any vehicle upon the lots, lawns or walks of any cemetery within the city, except for city maintenance vehicles.

(Code 1968, § 8-3)

**Sec. 34-6. Grades of lots.**

The grades of lots within the cemetery, once established, shall not be changed without the consent of the **Parks & Recreation** director ~~of public works~~.

(Code 1968, § 8-4)

**Sec. 34-7. Boundary markers.**

All boundary markers within the cemetery set by the **Parks & Recreation** director ~~of public works~~ shall remain undisturbed.

(Code 1968, § 8-5)

**Sec. 34-8. Signs or advertisements.**

No signs indicating that a lot or vault is for sale or signs, cards or advertisements of stonecutters, undertakers or any person shall be permitted within the cemetery.

(Code 1968, § 8-6)

**Sec. 34-9. Enclosures, ornaments prohibited.**

Enclosures of any kind, curbing or coping around the lot, ornaments, chairs, settees, vases, glass jars, pitchers, artificial flowers, toys, watering cans or other articles that may be considered objectionable by the city are prohibited within the cemetery. Flags which extend more than 24 inches above ground level are not permitted. The right to remove such articles without notice to lot holders is reserved by the city.

(Code 1968, § 8-7; Ord. No. O-08-12, § I, 2-27-2012; Ord. No. O-22-17, § I, 6-12-2017; Ord. No. O-15-21, § I, 4-12-2021)

**Sec. 34-10. Trees and shrubs.**

- (a) If any trees or shrubs situated in any lot within the cemetery shall, by means of their roots or branches, become detrimental to the adjacent lots or avenues or become unsightly or inconvenient for visitors, the city shall have the right to enter the lot to remove the trees or shrubbery or such part thereof as the city shall determine to be detrimental, unsightly or inconvenient. The city shall have the right to remove any tree or shrub that may be infected by scales or other diseases and to plant and mow grass on all lots and graves.

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- (b) The planting of trees, shrubs or flowers within the cemetery that would interfere with mowing or other maintenance activities shall be prohibited.

(Code 1968, § 8-8)

**Sec. 34-11. Guy ropes and moving materials.**

Guy ropes must not be fastened to any tree, monument or tomb in the cemetery. All materials must be moved in the paths and over planks laid for that purpose and not over the adjoining lots.

(Code 1968, § 8-10)

**Sec. 34-12. Vaults**

Any casket buried in a city-owned cemetery must be enclosed in a permanent vault. These vaults can be constructed of steel, Fiberglass, or concrete and will prevent the grave site from settling and collapsing.

**Secs. 34-13—34-30. Reserved.**

***ARTICLE II. PERPETUAL CARE FUND<sup>2</sup>***

**Sec. 34-31. Established.**

There is created a perpetual care cemetery fund, the income from which will be used for the perpetual care and maintenance of the city cemeteries and for such other purposes as may be necessary to provide for city-owned cemeteries.

(Code 1968, § 8-20)

**Sec. 34-32. Allocation of lot sales.**

All lot sales in the city cemeteries will be set aside into the perpetual care fund.

(Code 1968, § 8-21)

**Sec. 34-33. Authority to accept gifts and donations.**

The city is authorized to accept, as gifts or by devise, money or any other property of value which may be sold, with the proceeds deposited into the perpetual care fund.

(Code 1968, § 8-22)

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<sup>2</sup>State law reference(s)—Perpetual care, V.T.C.A., Health and Safety Code §§ 712.001 et seq., 713.002 et seq.

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**Sec. 34-34. Investment of funds.**

The city shall have the power and authority to invest and reinvest all funds advanced to it for the purposes set forth in this article.

(Code 1968, § 8-23)

**Sec. 34-35. Authority of others to care for lots.**

None of the rights, powers and duties provided for in this article shall deprive any person having any interest in a grave or burial lot or kinship within the third degree by affinity or consanguinity to those therein interred from beautifying or caring for the grave or burial lot individually or at his own expense under the reasonable rules which the city may from time to time provide.

(Code 1968, § 8-24)

**Sec. 34-36. Charges.**

The city council establishes a charge for city cemetery lots in an amount set forth in the **APPENDIX B-** fee schedule adopted by the city council.

(Ord. No. O-25-98, § I, 9-29-98; Ord. No. O-38A-06, § XIV, 11-13-2006)

**Secs. 34-37—34-50. Reserved.**

***ARTICLE III. RESERVED***

**Secs. 34-51—34-55. Reserved.**

Editor's note(s)—Ord. No. O-13-05, § 4, adopted Apr. 25, 2005, repealed Art. III in its entirety.

Former Art. III pertained to the cemetery board and derived from Code 1968, §§ 2-7, 8-31—8-35.

## Chapter 70 LIBRARY<sup>1</sup>

### Sec. 70-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Book card* means the identifying card assigned to an item of property by the library staff for control purposes.

*Library* means the public library and any branch libraries maintained by the city.

*Library card number* means the identifying number of the card issued to each patron of the library authorizing such person to check out library materials.

*Patron* means any person who uses or seeks to use any facility, service, program or item offered by the library.

*Surplus library material* means any books, magazines, records, files and any other audio or visual materials no longer needed by the library. The term does not include furnishings, equipment or other capital assets.

(Code 1968, § 17-1)

Cross reference(s)—Definitions generally, § 1-2.

### Sec. 70-2. Violation; penalty.

Violation of this chapter shall be punishable, upon conviction, in accordance with section 1-13. Such penalty shall be in addition to the regular library fines or replacement costs specified in section ~~70-3~~ 4.

(Code 1968, § 17-4)

### Sec. 70-3. Library cards.

- (a) A library card shall be required of each user of the library who desires to be loaned books and other library materials.
- (b) A library card may be obtained by filing an application along with proof of residence with the library staff. The application shall contain the following information:

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<sup>1</sup>Cross reference(s)—Library board, § 2-151 et seq.; possession of open containers of alcoholic beverages in public places, § 10-4; streets, sidewalks and other public places, ch. 86.

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- (1) Full name of resident.
  - (2) Residence address and telephone number.
  - (3) State driver's license number or other identification acceptable to the city and date of birth.
  - (4) If the patron is under 17 years of age, the parent or guardian of the patron shall also provide information required in subsections (b)(1) through (3) of this section to the library staff and join in the application for the library card.
  - (5) Point of contact, consisting of the name, phone number and address of a person known to the applicant and not living in the same household as the patron.
- (c) The library card shall remain city property.
- (d) Possession of a library card allows the patron to borrow any available material for a time period named by the library staff.
- (e) It will be presumed that the person named on the library card, which was presented to obtain material from the library, has authorized use of the card and accepts the responsibility to return to the library any material obtained by use of the card. It shall be prima facie evidence that the person or his parent or guardian, if the patron is under 16 years of age, who signed the library card is the person who borrowed the materials. The introduction into evidence of the original or a true and correct copy of the book card assigned to such property, bearing a library card number which was recorded on the book card when the property was checked out, is prima facie evidence that the person to whom the library number is assigned, according to the records of the library, did borrow such property.
- (f) The patron shall notify the library staff upon loss or theft of the card or of change of address immediately.
- (Code 1968, § 17-2)

#### **Sec. 70-4. Borrowing of library materials.**

- (a) Any patron may borrow materials normally circulated from the library by presenting a library card to the library staff. The library staff shall then check out the material in the name appearing on the card. The library staff shall set a date for the return of the material.
- (b) Any person who injures or defaces any book or other property belonging to the library by writing, marking, tearing, breaking or otherwise mutilating shall pay the current real replacement cost of that item and, in addition, an administrative fee as set forth in ~~the~~ **APPENDIX B**-Fee schedule **as** adopted by the city council.
- (c) Any person who loses library books or materials of any kind shall pay the current retail replacement cost of that item and, in addition, an administrative fee as set forth in ~~the~~ **APPENDIX B**-Fee schedule **as** adopted by the city council.

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- (d) Any person who retains a library book or materials past the time stated by the library staff shall pay the fee set forth in ~~the~~ **APPENDIX B**-Fee schedule **as** adopted by the city council as a condition to further library services.
  - (e) If the library materials are not returned by the date specified when borrowed or if there are unpaid library fines, the library staff may suspend the use of the library card which was used to obtain the materials.
  - (f) The library staff shall reinstate the library card upon return of the material and payment of all fines and fees.
  - (g) It shall be unlawful for any person to knowingly retain any book or other property belonging to the library past the date set by the library staff for its return. First notice shall be given by U.S. mail to the address shown on the patron's library card any time after the expiration of the original loan time of the property. Second notice shall be given by U.S. certified mail, return receipt requested, to the address shown on the patron's library card if no action was taken following the first notice. The introduction into evidence of a copy of the second written notice that any library material is overdue, together with evidence that such notice was deposited in the United States mail, certified, return receipt requested, addressed to a person, is prima facie evidence that the person has knowledge that such property is overdue. Retention of the property for more than 30 days after such notice is mailed shall be prima facie evidence of knowledge.

(Code 1968, § 17-3; Ord. No. O-38A-06, § XIII, 11-13-2006)



## Chapter 98 UTILITIES<sup>1</sup>

### *ARTICLE I. IN GENERAL*

#### **Sec. 98-1. Sewer connection required.**

All owners or occupants of buildings or agents for the owners of buildings situated in the city where a sanitary sewer exists or where it may exist and where the property line of the land on which any such building is situated approaches or extends to within 100 feet of any such sewer are required to construct or cause to connect to the city sewer under the supervision of the **Director of Public Works & Utilities.** ~~director.~~

(Code 1968, § 31-4; Ord. No. O-33-15 , § I, 9-14-2015)

#### **Sec. 98-1.1. Variances.**

- (a) The city council may authorize a variance to the requirements in section 98-1 to allow the installation of an alternative sewage treatment facility to serve a structure owned by a nonprofit entity that will be located on a property that is currently served by city-owned sanitary sewer lines.
- (b) The variance shall be granted in the discretion of the council based on the following criteria:
  - (1) The cost of installing an alternative sewage treatment facility is significantly less than the cost of sanitary sewer line tap installation, and the cost of sanitary sewer line tap installation is significantly greater than the typical cost faced by a property owner due to conditions specific to the property or the proposed use of the property;
  - (2) Site conditions such as distance from nearest city-owned sewer line, topography of the site, the type of development that the alternative sewage treatment facility would serve, and any other condition that makes connecting to a city-owned sewer line technically not feasible.

(Ord. No. O-33-15 , § II, 9-14-2015)

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<sup>1</sup>Charter reference(s)—City to own, erect, maintain and operate waterworks and waterworks system, § 2.11; power to regulate franchises for public utilities, § 2.12; power to buy, own, construct, maintain and regulate gas and electric systems, §§ 2.13, 2.14; authority to provide sanitary sewer system, § 2.29; power to require utility companies to extend service, § 2.30; power to obtain funds for acquisition of public utility, § 2.31.

Cross reference(s)—Drought contingency plan, §§ 38-161—38-173; climbing water towers and other utility poles prohibited, § 74-4; tax on gas and electricity, § 90-131.

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**Sec. 98-2. Connections for certain drainage into sanitary sewers prohibited.**

It shall be unlawful for any person to make or to have made any connection with the sanitary sewer system of the city that will permit any surface or drain water from cellars, the ground or roofs of houses or the overflowing of cisterns or cesspools to enter any sanitary sewer directly or indirectly.

(Code 1968, § 31-3)

**Sec. 98-3. Certain deposits on ground prohibited.**

It shall be unlawful for any person to throw or allow any person under his control to throw or deposit on the surface of the ground any liquid or solid filth, feces or urine.

(Code 1968, § 31-8)

Cross reference(s)—Responsibility for removing stagnant water, rubbish, trash and other matter, § 46-54.

**Sec. 98-4. Discharge of wastes.**

It shall be unlawful for any person to allow any slop, washwater or wastewater of any kind to flow over the pavement or into any open gutter or into the street.

(Code 1968, § 31-9)

Cross reference(s)—Responsibility for removing stagnant water, rubbish, trash and other matter, § 46-54.

**Sec. 98-5. Unauthorized turning on or off of water.**

It shall be unlawful for any person to turn water on or off at a water meter or elsewhere without specific authority from the city. However, any person may so turn water on or off if broken waterlines or similar emergencies occur. Any person unlawfully turning water on or off at a meter without specific authority shall be subject to the penalties outlined in section 98-86 of this Code.

(Code 1968, § 31-10; Ord. No. 0-36-03, § I, 11-24-2003)

**Secs. 98-6—98-24. Reserved.*****ARTICLE II. DISCHARGE OF INDUSTRIAL WASTES<sup>2</sup>***

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<sup>2</sup>Editor's note(s)—Ord. No. O-15-11, § I, adopted April 11, 2011, repealed art. II, §§ 98-26—98-58, in its entirety and enacted a new art. II, §§ 98-25—98-59, as set out herein. Formerly, said article pertained to similar subject matter and derived from the Code of 1968, §§ 31-61—31-63, 31-65—31-94; Ord. No. O-29-95, § I.A,

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adopted Sept. 28, 1995; Ord. O-15-02, adopted June 24, 2002; Ord. No. O-31-03, adopted Oct. 27, 2003; Ord. No. O-38a-06, §§ XX, XXI, adopted Nov. 13, 2006.

Cross reference(s)—Health and sanitation board, § 2-111 et seq.; health and sanitation, ch. 58.

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**Sec. 98-25. Purpose and policy.**

- (a) This article sets forth uniform requirements for users of the publicly-owned treatment works for the City of Palestine, and enables the city to comply with all applicable state and federal laws, including the Act and the General Pretreatment Regulations (40 CFR Part 403). The objectives of this article are:
- (1) To prevent the introduction of pollutants into the POTW that will interfere with its operation;
  - (2) To prevent the introduction of pollutants into the POTW that will pass through the POTW, inadequately treated, into receiving waters, or that will otherwise be incompatible with the POTW;
  - (3) To protect both the general public and POTW personnel who may be affected by wastewater and sludge in the course of their employment;
  - (4) To promote reuse and recycling of industrial wastewater and sludge from the POTW; and
  - (5) To enable the City of Palestine to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the POTW is subject.
- (b) This article shall apply to all users of the POTW. The article authorizes the issuance of individual wastewater discharge permits; provides for monitoring, compliance, permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; and requires user reporting. To the extent that a user is not located within the city limits, that user is deemed to have consented to the jurisdiction of the City of Palestine by discharging wastewater into the POTW.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-26. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Act* means the Federal Water Pollution Control Act, also known as the Clean Water Act (CWA), 33 USC 1251 et seq., as amended.

*Approval authority* means:

- (1) The administrator of the EPA, as long as the state lacks an approved state pretreatment program; or
- (2) The executive director of the state department of water resources, if the state becomes an NPDES state with an approved state pretreatment program.

*Authorized representative* means:

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- (1) A principal executive officer of at least the level of vice-president, if the industrial user is a corporation;
  - (2) A general partner or proprietor, if the industrial user is a partnership or proprietorship, respectively; or
  - (3) A duly-authorized representative of the individual designated in subsection (1) or (2) of this definition, if such representative is responsible for the overall operation of the facilities from which the discharge originates.

*BOD* means the quantity of oxygen, expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter under standard laboratory conditions of five days at a temperature of 20 degrees Celsius. The laboratory determinations shall be made in accordance with 40 CFR 136.

*Building drain* means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes of the building and conveys it to the building sewer, beginning three feet outside the inner face of the building wall.

*Building sewer* means the extension from the building drain to the sanitary sewer or other place of disposal.

*Categorical industrial user* means an industrial user subject to a categorical pretreatment standard or categorical standard.

*COD* means the measure of the oxygen-consuming capacity of inorganic and organic matter present in water or wastewater, expressed in milligrams per liter as the amount of oxygen consumed from a chemical oxidant in a specific test. The laboratory determinations shall be made in accordance with 40 CFR 136.

*Composite sampling* means a sample made up of grab samples collected at equal intervals and then combined proportional to flow, a sample continuously collected proportionately to flow or equal volumes taken at varying time intervals. Composite samples should be used when collected in a 24-hour period or the period the daily discharge is less than 24 hours.

*Control authority* means the City of Palestine.

*Cooling water* means the water discharged from any use such as air conditioning, cooling or refrigeration or to which the only pollutant added is heat.

*Daily maximum limit* means the maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

*Direct discharge* means the discharge of treated or untreated wastewater directly to the waters of the state.

*Director* means the director of the industrial wastewater control for the city or any person acting in that capacity or his duly authorized deputy, agent or representative.

*Discharge permit* means a permit as described in section 98-41.

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*Domestic sewage* means water-carried wastes normally discharging into the sanitary sewers of dwellings, including apartment houses and hotels, office buildings, factories and institutions that are free from stormwater, surface water and industrial wastes.

*Environmental protection agency* means the U.S. Environmental Protection Agency or, where appropriate, the regional water management division director, the regional administrator, or other duly authorized official of said agency.

*Garbage* means solid wastes and residue from the preparation, cooking and dispensing of food and from the handling, storage and sale of food products and produce.

*Grab sample* means a sample that is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

*Holding tank waste* means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.

*Indirect discharge* or *discharge* means the introduction of pollutants into a POTW from any nondomestic source regulated pursuant to subsection 307(b), (c) or (d) of the Act.

*Industrial user* means a source of indirect discharge.

*Industrial waste* means all water-carried solids, liquids and gaseous wastes resulting from any industrial, manufacturing or food processing operation or process or from the development of any natural resource or any mixture of these with water or domestic sewage as distinct from normal domestic sewage.

*Interceptor* means a device designed and installed to separate and retain deleterious, hazardous or undesirable matter from normal waste and to permit normal sewage or liquid wastes to discharge into the disposal system.

*Interference* means a discharge which, alone or in conjunction with a discharge or discharge from other sources, both (i) inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and (ii) therefore, is a cause of a violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal in compliance with the following statutes and requirements or permits issued thereunder or more stringent state or local regulations: Section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state requirements contained in any state sludge management plan prepared pursuant to subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act.

*Milligrams per liter (mg/l or ppm)* means a weight-to-volume ratio. The milligrams-per-liter value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

*National Categorical Pretreatment Standard* or *pretreatment standard* means any rule containing pollutant discharge limits promulgated by the EPA in accordance with subsections 307(b) and (c) of the Act (33 USC 1317) that applies to a specific category of industrial user.

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*New source* means any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under subsection 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with the subsection.

*Pass through* means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge from other sources, is a cause of violation of any requirements of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation.

*pH* means the logarithm (base 10) of the reciprocal of the hydrogen ion concentration expressed in grams per liter. It shall be determined in accordance with 40 CFR 136.

*Pollutant* means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

*Pollution* means the manmade or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

*POTW treatment plant* means that portion of the POTW designed to provide treatment to wastewater.

*Pretreatment or treatment* means the reduction of the amount of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes or process changes or by other means, except as prohibited by 40 CFR section 403.6.

*Pretreatment requirement* means any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on an industrial user.

*Public sewer* means a sewer controlled by the city.

*Publicly-owned treatment works (POTW)* means a city treatment works as defined by section 212 of the Act (33 USC 1292), including any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this article, POTW also includes any sewers that convey wastewaters to the POTW from persons outside the city who are, by contract or agreement with the city, users of the city's POTW.

*Sanitary sewer* means a sewer that conveys wastewater and into which stormwaters, surface waters and groundwaters or unpolluted industrial wastes are not intentionally passed.

*Septage* means a liquid, semisolid or solid domestic waste pumped out of septic tanks.

*Sewer service charge* means the charge made on all users of the public sewer whose wastes do not exceed in strength the concentration values established in this article.

*Shall* is mandatory; *may* is permissive.

*Significant industrial users* means:



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- (1) All dischargers subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; and
  - (2) All noncategorical dischargers that, in the opinion of the control authority, have a reasonable potential to adversely affect the POTW's operation or that contribute a process wastestream which makes up five percent or more of the average dry-weather capacity of the POTW treatment plant or that discharge an average of 25,000 gallons per day or more of process wastewater to the POTW. However, the control authority need not designate as significant any noncategorical industrial user that, in the opinion of the control authority and with the agreement of the approval authority, has no potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement. The agreement of the approval authority is not necessary if the noncategorical discharger would have been designated as significant only because of an average discharge of 25,000 gallons per day or more of process wastewater. Any noncategorical industrial user designated as significant may petition the control authority to be deleted from the list of significant industrial users on the grounds that it has no potential for adversely affecting the POTW's operation or violating any pretreatment standard or requirement.

*Significant noncompliance* means, for a significant industrial user meeting one or more of the following criteria, or any industrial user which meets the criteria in (3), (4), or (8):

- (1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);
- (2) Technical review criteria (TRC) violations, defined here as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
- (3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the city determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of city personnel or the general public);
- (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the city's exercise of its emergency authority to halt or prevent such a discharge;
- (5) Failure to meet, within 90 days after the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

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- (6) Failure to provide, within 45 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
  - (7) Failure to accurately report noncompliance; or
  - (8) Any other violation or group of violations, which may include a violation of best management practices, which the POTW determines will adversely affect the operation or implementation of the local pretreatment program.

*Slug* means any discharge of water, sewage or industrial waste other than toxic materials which in concentration of any given constituent or in quantity or flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation.

*Standard industrial classification (SIC)* means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

*Standard methods* means the examination and analytical procedures set forth in the latest edition at the time of analysis of Standard Methods for the Examination of Water and Sewage as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

*Storm sewer* means a sewer which carries stormwaters and surface waters and drainage, but excludes domestic sewage and industrial wastes.

*Stormwater runoff* means that portion of the rainfall that is drained into the storm sewers or conveyed by surface flow to manmade or natural drainage courses.

*Surcharge* means the charge in addition to the sewage service charge which is made on those persons whose wastes are greater in strength than the concentration values established as representative of normal charges or are greater in flow.

*Suspended solids* means solids that either float on the surface of or are in suspension in water, sewage or other liquids and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with 40 CFR 136.

*Toxic pollutant* means any pollutant or combination of pollutants listed as toxic in rules promulgated by the administrator of the environmental protection agency under CWA 307.

*User* means any person who contributes, causes or permits the contribution of wastewater into the city's POTW.

*Wastewater* means a combination of the water-carried waste from residences, business establishments, institutions and industrial establishments, together with such groundwater, surface water and stormwater as may be present.

(Ord. No. O-15-11, § I, 4-11-2011)

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**Sec. 98-27. Penalties.**

- (a) Any person who shall violate any section of this article or who shall fail to comply with any section of this article shall, upon conviction, be punished as provided in section 1-13. Each day that such violation continues shall constitute a separate offense and each conviction shall be punished accordingly.
- (b) Any person violating this article shall become liable to the city for any expense, loss or damage occasioned by the city because of such violation. In addition to the penalties in this section, the city may recover reasonable attorney's fees, court costs, court reporter's fees and other expenses of litigation by appropriate suit at law against the person found to have violated this article or the orders, rules and permits issued under this article.
- (c) In determining the amount of liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the industrial user's violation, corrective actions by the industrial user, the compliance history of the user and any other factor as justice requires.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-28. Public nuisance.**

It shall be a public nuisance to violate this article.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-29. Enforcement remedies for noncompliance.**

- (a) *[Enforcement response plan.]* The city shall develop and enforce an enforcement response plan that will describe how the city will investigate instances of noncompliance, describe a plan of escalating responses for violations, allocate responsibility for such responses, and adequately reflect the city's primary responsibility to enforce all applicable pretreatment requirements and standards.
- (b) *Notification of violation.* When a user has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, an order issued pursuant to this article, or any other pretreatment standard or requirement, the city may serve upon that user a written notice of violation. The notice shall set forth a deadline for the user to submit to the city an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the city to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.
- (c) *Consent orders.* The city may enter into consent orders, assurances of compliance, or other similar agreements with any user responsible for noncompliance. Such agreements shall

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include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to subsections (e) and (f) of this section, and shall be judicially enforceable.

- (d) *Show cause hearing.* The city may order a user which has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, an order issued hereunder, or any other pretreatment standard or requirement, to appear before the city council and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail, return receipt requested, at least four days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.
- (e) *Compliance orders.* When a user has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, an order issued under this article, or any other pretreatment standard or requirement, the city may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.
- (f) *Cease and desist orders.* When a user has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, an order issued under this article, or any other pretreatment standard or requirement, or the city determines that the user's past violations are likely to recur, the city may issue an order directing the user to cease and desist all such violations and to immediately comply with all requirements and take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.
- (g) *Emergency suspensions.* The city may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The city may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to

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interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

- (1) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the city may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The city may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the city manager that the period of endangerment has passed, unless the termination proceedings in subsection (h) of this section are initiated against the user.
  - (2) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit to the city a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, prior to the date of any show cause or termination hearing under subsections (d) or (h) of this section. Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.
- (h) *Termination of discharge.* In addition to the provisions in section 98-44 of this article, any user who violates the following conditions is subject to discharge termination:
- (1) Violation of individual wastewater discharge permit or general permit conditions;
  - (2) Failure to accurately report the wastewater constituents and characteristics of its discharge;
  - (3) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
  - (4) Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or
  - (5) Violation of the pretreatment standards.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under section 98-29 of this article why the proposed action should not be taken. Exercise of this option by [the superintendent] shall not be a bar to, or a prerequisite for, taking any other action against the user.

- (i) *Injunctive relief.* When a user has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, an order issued under this article, or any other pretreatment standard or requirement, the city may petition the any appropriate court for the issuance of a temporary or permanent injunction, as appropriate, which restrains the violation of, or compels the specific performance of the requirements of, the user's individual wastewater discharge permit, an order of the city issued under this article, or any other requirement imposed by this article. The city may also seek such other appropriate legal or equitable relief, including a requirement that the user conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

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(j) *Civil penalties.*

- (1) A user who has violated, or continues to violate, any provision of this subchapter, an individual wastewater discharge permit, an order issued hereunder, or any other pretreatment standard or requirement, shall be liable for the maximum civil penalty of allowed under state law, but not less than \$1,000.00 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- (2) The city may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by [the city].
- (3) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
- (4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

(k) *Criminal prosecution.* Except to the extent that greater penalties are provided by state law:

- (1) A user who willfully or negligently violates any provision of this article, an individual wastewater discharge permit, an order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable as provided by section 1-13 of this Code.
- (2) A user who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor, punishable as provided by section 1-13 of this Code.
- (3) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this subchapter, individual wastewater discharge permit, or an order issued under this article, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be guilty of a misdemeanor, punishable as provided by section 1-13 of this Code.

(l) *Appeals.* A user who is the subject of an enforcement action by city staff under this section may appeal to the city council. If the city council does not vote to reverse or modify the enforcement action within 30 days of the receipt of the appeal, the appeal will be denied by operation of law.

(m) *Remedies nonexclusive.* The remedies provided for in this section are not exclusive. The city may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the city's enforcement response plan. However, the city may take other action against any user when

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the circumstances warrant. Further, the city is empowered to take more than one enforcement action against any noncompliant user.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-30. Bypass.**

(a) For the purposes of this section:

- (1) *Bypass* means the intentional diversion of wastestreams from any portion of a user's treatment facility.
- (2) *Severe property damage* means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(b) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections (c) and (d) of this section.

(c) *Bypass notifications.*

- (1) If a user knows in advance of the need for a bypass, it shall submit prior notice to the city at least ten days before the date of the bypass, if possible.
- (2) A user shall submit notice to the city of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours of the time it becomes aware of the bypass. A written submission shall also be provided within five days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The city may waive the written report on a case-by-case basis if the report received within 24 hours adequately informs the city of the details of the bypass.

(d) *Violation.* It is a violation of this article to permit a bypass, unless:

- (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- (3) The user submitted notices as required under subsection (c) of this section.



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- (e) *Approval.* The city may approve an anticipated bypass, after considering its adverse effects, if the city manager determines that it will meet the three conditions listed in subsection (d) of this section.

(Ord. No. O-15-11, § I, 4-11-2011)

### **Sec. 98-31. Act of God defense.**

- (a) *Act of God defense.* The act of God defense constitutes a statutory affirmative defense, pursuant to V.T.C.A., Water Code § 7.251, in an action brought in municipal or state court. If a person can establish that an event that would otherwise be a violation of a pretreatment ordinance, or a permit issued under the ordinance, was caused solely by an act of God, war, strike, riot, or other catastrophe, the event is not a violation of the ordinance or permit.
- (b) An industrial user who wishes to establish the act of God affirmative defense shall demonstrate, through relevant evidence, that:
- (1) An event that would otherwise be a violation of a pretreatment ordinance or a permit issued under the ordinance occurred, and the sole cause of the event was an act of God, war, strike, riot or other catastrophe; and
  - (2) The industrial user has submitted the following information to the POTW and the city within 24 hours of becoming aware of the event that would otherwise be a violation of a pretreatment ordinance or a permit issued under the ordinance (if this information is provided orally, a written submission must be provided within five days):
    - a. A description of the event, and the nature and cause of the event;
    - b. The time period of the event, including exact dates and times or, if still continuing, the anticipated time the event is expected to continue; and
    - c. Steps being taken or planned to reduce, eliminate and prevent recurrence of the event.
- (c) *Burden of proof.* In any enforcement proceeding, the industrial user seeking to establish the act of God affirmative defense shall have the burden of proving by a preponderance of the evidence that an event that would otherwise be a violation of a pretreatment ordinance, or a permit issued under the ordinance, was caused solely by an act of God, war, strike, riot or other catastrophe.

(Ord. No. O-15-11, § I, 4-11-2011)

### **Sec. 98-32. Discharges into sanitary sewer prohibited.**

It shall be an offense for any person to discharge to any sanitary sewer any stormwater, groundwater, roof runoff, subsurface drainage or any water from downspouts, yard drains, yard fountains or ponds or lawn sprays.

(Ord. No. O-15-11, § I, 4-11-2011)

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**Sec. 98-33. Discharges to streets, gutters or ditches.**

It shall be unlawful for any person to discharge into any street, gutter, drainage ditch or drainage structure any wastewater or other liquid waste containing cement, concrete, building materials, oil, chemicals or other liquid industrial waste.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-34. Grease, oil and sand interceptors.**

- (a) *Location; construction.* Grease, oil and sand traps or interceptors shall be provided for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand and other harmful ingredients. Such interceptors shall be of a type and capacity approved by the director and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. Grease traps shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight. Where installed, all grease, oil and sand interceptors shall be maintained by the owner at his expense, in efficient operation at all times. Interceptors shall be sized and installed according to specification on file in the city secretary's office.
- (b) *Inspection point or manhole.* Any person discharging or desiring to discharge any industrial waste mixture into the sanitary sewer of the city or any sewer connected therewith may be required to provide and maintain in a suitably accessible position on the premises or such premises occupied by him an inspection port or manhole near the outlet of each sewer, drain, pipe, channel or connection which communicates with the sewer or sewer works of the city or any sewer connected therewith. Each such manhole or inspection port shall be of such design and construction which will prevent infiltration by groundwaters and surface waters and shall be so maintained by the person discharging wastes that any authorized representative or employee of the city may readily and safely measure the volume and obtain samples of the flow at all times. Plans for construction of the control manholes or inspection ports, including such flow-measuring devices as may be required, shall be reviewed by the city. The sampling location must be sufficient for representative samples to be collected.
- (c) *Vehicle wash facilities.* Any industry or commercial establishment engaging in the washing of motorized vehicles, whether utilizing automated equipment or handwashing, is required to discharge into the sanitary sewer system and shall discharge through a sand, grease and oil interceptor approved by the director. The wash area shall be covered to eliminate rainwater from entering the sanitary sewer. Installations may apply to the director for a variance if these conditions are impossible to meet.
- (d) *Minor vehicle maintenance areas.* Areas where minor vehicle repairs, such as engine tune-up, air conditioning repair, radiator flushing and repair, electrical repair, front-end alignments, exhaust system replacement and repair, suspension system replacement and

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repair, and brake shoe replacement, may discharge floor wash water to the sanitary sewer through a properly sized sand and grease trap.

- (e) *Major vehicle maintenance areas and fluid change areas.* Areas where major vehicle repairs, such as engine dismantling, transmission repairs, hydraulic system repairs, differential repair or rebuilding of any of such parts or fluid changing shall not have a floor drain or other device where wastewater may discharge directly to the sanitary sewer. These areas shall be physically separated from any area that drains into the sanitary sewer. All drainage from these areas shall discharge into a hold-haul tank or approved pretreatment device.
- (f) *Vehicle washing, steam cleaning and chemical cleaning facilities.* Drainage from steam cleaning and chemical cleaning facilities shall not be discharged to the sanitary sewer unless a facility or process is provided that will consistently produce an effluent that is in compliance with this article, particularly in regard to grease, oils, organics and phosphates.
- (g) *Grease and sand trap maintenance notification.* Any industry with grease and sand trap or interceptor tanks shall obtain and maintain the waste hauler's trip ticket for a 12-month period. The waste hauler trip ticket shall reflect the date that the tank is emptied, the business name or generator, the hauler's name and state department of health number, the signature of the hauler or driver, signature of the businesses manager and or representative and where the waste was disposed. Such information will coincide with federal, state and local rules. Waste from grease traps shall be completely evacuated by the waste hauler. The waste hauler shall not allow any liquid, once pumped into the truck, to be discharged back into grease trap.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-35. Septage.**

- (a) Septage shall be hauled to the POTW treatment plant for disposal during hours designated by the director. The septage shall be discharged into that portion of the POTW plant designated by the director, provided:
  - (1) The POTW plant is capable, in the opinion of the plant operator, of receiving and treating septage without inconvenience to the operation staff, overloading or degradation of plant effluent.
  - (2) The POTW plant operator verifies by inspection that no grease trap cleaning, toxic wastes or other unacceptable wastes are present.
- (b) The POTW plant operator may collect samples and require test results as deemed necessary.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-36. Charges and permit fee for septage haulers.**

It shall be unlawful for any person to haul septage in the City of Palestine without having first obtained a permit. The permit will be valid for one year and entitles the septage hauler to

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use the wastewater treatment plant, as provided by their article, unless modified by ordinance or state or federal law. The annual permit fee, and the charge for unloading, shall be as set forth in ~~the~~ **APPENDIX B**-Fee schedule adopted by the city council.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-37. Prohibited discharges.**

- (a) No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.
- (b) Under this article, it shall be unlawful for any person to discharge:
  - (1) Any wastewater or cooling water having a temperature which will inhibit biological activity in the POTW plant resulting in interference, and no wastewater or cooling water with a temperature which causes the POTW influent temperature to exceed 40 degrees Celsius (104 degrees Fahrenheit).
  - (2) Any waters or wastes which contain wax, grease or oil, plastic or other substance that will solidify or become discernibly viscous at temperatures between 60 degrees to 90 degrees Fahrenheit.
  - (3) Any discharge of pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21.
  - (4) Pollutants, including oxygen-demanding pollutants such as BOD, released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.
  - (5) Any garbage that has not been properly comminuted or shredded to particles not greater than one-half-inch in dimension.
  - (6) Any noxious or malodorous substance that can form a gas, that, either singly or through interaction with other wastes, is capable of causing objectionable odors or presents a hazard to life and property or that forms solids in concentrations exceeding limits established in this article, or creates any other condition deleterious to structures or treatment processes or requires unusual facilities, attention or expense to handle.
  - (7) Any trucked waste into the POTW, except at points designated by the POTW.
  - (8) Free or emulsified oil and grease exceeding, on analysis, an average of 200 mg/l of either or combinations of free or emulsified oil and grease, if such wastes:
    - a. Can deposit grease or oil in the sewer lines in such manner as to clog the sewers;
    - b. Can overload the user/discharger's skimming and grease handling equipment;

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- c. Are not amenable to biological oxidation and will therefore pass to the receiving waters without being affected by normal sewage treatment processes; or
  - d. Can have deleterious effects on the treatment process due to the excessive quantities.
- (9) Acids or alkalies that attack or corrode the POTW or have a pH value lower than 5.0 or higher than 11.0, respectively.
  - (10) Compounds of the heavy metals, in solution or suspension, in concentrations exceeding those established in a discharge permit or in the technically based local limits as set out in section 90-60.
  - (11) Cyanide or cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of one ppm by weight of cyanide in the wastes from any outlet into the public sewers.
  - (12) Radioactive materials exceeding the existing standards of the state department of health.
  - (13) Any wastewaters containing phenols or other taste producing substances in such concentrations that produce an odor or taste in the effluent and affects the taste and odor of the receiving water.
  - (14) Materials that exert or cause:
    - a. Unusual concentrations of solids or compositions, as for example total suspended solids of inert nature, such as Fuller's earth, and sodium sulfate;
    - b. Excessive discoloration;
    - c. Unusual biochemical oxygen demand, unusual COD or an immediate oxygen demand;
    - d. High hydrogen sulfide content; or
    - e. Unusual flow and concentration.
  - (15) Any pollutant, including oxygen demanding pollutants, released at a flow rate or pollutant concentration that a user knows or has reason to know will cause interference to the POTW.
  - (16) A slug or slug load.
  - (17) Toxic substances that are not amenable to treatment or reduction by the wastewater treatment process employed or are amenable to treatment only to such degree that the wastewater treatment plant cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters without first pretreating to a concentration acceptable to the city.
  - (18) Any wastewater containing toxic pollutants in sufficient quantities, either singly or by interaction with other pollutants, that causes interference to the POTW.

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- (19) Any substance that may cause interference with the POTW's effluent or any other product of the POTW such as residue, sludges or scum.
  - (20) Any substance that will cause the POTW to violate its NPDES or state disposal system permit or the receiving water quality standards.
  - (21) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
  - (22) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.
- (c) Any person desiring to discharge wastewater that contains arsenic, cadmium, chromium, copper, cyanide, lead, mercury, nickel, silver, zinc, or phenolics must submit an application to the city to obtain a permit as outlined in sections 98-43 and 98-44. The city shall establish permit limits in accordance with the allocation method contained in the city's EPA approved pretreatment program.
  - (d) Users must comply with the categorical pretreatment standards found at 40 CFR Chapter 1, Subchapter N, Parts 405—471.
  - (e) Right of revision.
    - (1) The city may initiate program modification at any time to reflect changing conditions at the POTW. Program modification is necessary whenever there is a significant change in the operation of the pretreatment program that differs from the information in the city's submission approved by the TCEQ.
    - (2) Approval procedures for non-substantial modifications.
      - a. The city shall notify the TCEQ of any non-substantial modification at least 45 days prior to implementation by the city by providing a statement of the basis for the desired program modification, a modified program description, or such other documents the TCEQ determines to be necessary under the circumstances.
      - b. Within 45 days after the submission of the city's statement, the TCEQ shall notify the city of its decision to approve or disapprove the non-substantial modification.
      - c. If the TCEQ does not notify the city within 45 days of its decision to approve or deny the modification, or to treat the modification as substantial, the POTW may implement the modification.

(Ord. No. O-15-11, § I, 4-11-2011; Ord. No. O-44-15 , § I, 11-9-2015)

### **Sec. 98-38. Dilution to achieve compliance.**

- (a) It shall be unlawful for any person to increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this article.

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- (b) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, an alternate limit calculated in accordance with 40 CFR 403.6(e) shall be imposed.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-39. Notice of prohibited discharge.**

- (a) When the director determines that a user is discharging to the POTW any of the substances enumerated in section 98-37 or any other substance in such amounts that could interfere with the operation of the POTW, the director shall:
  - (1) Advise the user of the impact of the discharge on the POTW.
  - (2) Develop an effluent limitation for such user to correct the interference with the POTW and incorporate this limit into the user's permit.
  - (3) Allocate the substance among users that discharge that substance. The limit shall not exceed any value given in section 98-37 or cause the headworks limit established by the city to be violated.
- (b) The administrative options listed in subsection (a) of this section will not in any way exempt the user from any enforcement action resulting from a violation.
- (c) Any user must notify the director or the POTW immediately of all problem discharges, including slug discharges.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-40. Flow equalization.**

If there are unusual volumes of industrial waste or the character of the industrial waste exceeds that of normal waste at certain times within a 24-hour period, a flow-equalizing tank may be required so that the discharge over a 24-hour period complies with the normal waste quality and flow requirement.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-41. Permit required.**

- (a) A significant industrial user must not discharge or allow discharge of industrial waste into the wastewater system without obtaining and maintaining a valid permit from the director.
- (b) The city shall verify prior to discharge that wastes authorized to be discharged will receive, if needed, suitable pretreatment within the law, ordinances, rules and orders of federal, state and local governments.
- (c) The city may request material safety data sheets (MSDS) of all materials used on or stored on the site.



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- (d) Any industry subject to 40 CFR 405—471 and any applicable state rules shall be required to obtain a discharge permit or comply with all rules, pretreatment requirements or discharge limits applicable to that particular industrial category. National pretreatment standards take precedent over this article if the national standards are more stringent than the local limits.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-42. Permit fees.**

Application, monitoring, and inspection fees shall be in the amount set forth in ~~the~~ **APPENDIX B-** Fee schedule adopted by the city council.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-43. Permit application.**

A person required to obtain a discharge permit under this article shall complete and file with the city an application containing at least the following information:

- (1) Name, address and location, if different from the mailing address.
- (2) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended.
- (3) Wastewater constituents and characteristics, including, but not limited to, those mentioned in sections 98-32 through 98-37 of this article as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to section 304(g) of the Act and contained in 40 CFR 136, as amended.
- (4) Time and duration of contribution.
- (5) Average daily and three-minute peak wastewater flow rates, including daily, monthly and seasonable variations, if any.
- (6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections and appurtenances by the size, location and elevation.
- (7) Description of activities, facilities and plant processes on the premises, including all materials that are or could be discharged.
- (8) Where known, the nature and concentration of any pollutants in the discharge that are limited by any city, state or federal pretreatment standards and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance (O&M) or additional pretreatment is required for the user to meet applicable pretreatment standards.
- (9) If additional pretreatment or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established

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for the applicable pretreatment standard. The following conditions shall apply to this schedule:

- a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards, i.e., hiring an engineer, completing preliminary plans, completing final plans, executing a contract for major components, commencing construction, completing construction, etc.
  - b. No increment referred to in subsection (9)a. of this section shall exceed nine months.
  - c. Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the director including, as a minimum, whether or not it complied with the increment of progress, the reason for delay and the steps being taken by the user to return the construction to the schedule established. No more than nine months shall elapse between such progress reports to the director.
- (10) Each product produced by type, amount, process and rate of production.
- (11) Type and amount of raw materials processed (average and maximum per day).
- (12) Number and type of employees and hours of operation of the plant and proposed or actual hours of operation of the pretreatment system.
- (13) The signature of an authorized representative of the user, along with the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- (14) Any other information as may be deemed by the city to be necessary to evaluate the permit application. The city will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the city may issue a discharge permit subject to terms and conditions provided in this article.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-44. Permit conditions.**

A discharge permit required under this article shall be expressly subject to all sections of this article and all other applicable requirements, user charges and fees established by the city. Permits may contain the following:

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- (1) The unit charge or schedule of user charges and fees for the wastewater to be discharged to the POTW.
  - (2) Limits on the average and maximum wastewater pollutants with estimated amounts and strengths of industrial wastes. When a discharger discharges 25,000 gallons or more daily, strengths shall be based on actual samples from the point or points of discharge.
  - (3) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization. Where applicable, flow-regulating devices approved by the director shall be installed.
  - (4) The city shall require to be provided and operated at the user's own expense monitoring facilities to allow inspection, sampling and flow measurement of the building sewer and internal drainage systems. The permit shall identify the pollutants to be monitored. The monitoring facility should normally be situated on the user's premises but the city may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. Sampling locations must be sufficient for representative samples to be collected. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the city's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the city. All materials shall be removed from pretreatment facilities. Storage, handling, disposal and transportation of these wastes shall be done according to all applicable federal, state and local regulations that pertain to the type and class of waste generated.
  - (5) Other special requirements for installation and maintenance of inspection and sampling facilities.
  - (6) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule.
  - (7) A statement of the applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedules.
  - (8) Requirements for submission of technical reports or discharge reports. Should the user's test results show the user's discharge to be out of compliance with the set limits, the user must resample and submit a report indicating compliance within 30 days following the instance of noncompliance and notify the city of the violation within 24 hours of becoming aware of the violation as noted in 40 CFR 403.12(g)(2).
  - (9) Requirements for maintaining and retaining plant records relating to wastewater constituents and volumes for three years.
  - (10) Requirements for immediate notification of all slug loads and discharges.

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- (11) Where required, to modify or eliminate wastes that are harmful to the structures, processes or operation of the sewer works or detrimental to the quality of the effluent, the person shall provide, at his expense, such preliminary treatment or processing facilities which will render his wastes acceptable for admission to the POTW. Additional information regarding this subsection is found in section 98-48. Plans, specifications and any other pertinent information relating to proposed preliminary treatment or processing facilities or flow equalization facilities shall be submitted for approval of the director prior to the start of their construction, if the effluent from such facilities is to be discharged into the public sewers. All such plans shall be prepared by a registered professional engineer and shall bear his signature and seal.
- (12) Requirements for O&M of the pretreatment facilities in a manner to eliminate odors, health hazards, etc.
- (13) Requirements for notification of the POTW in advance of any substantial changes in the volume or character of pollutants in their discharges.
- (14) Provisions for revocation or termination of the permit as set out in 40 CFR §§ 403.8(f)(1)(vi)(B) and 403.8(f)(5).
- (15) Other conditions as deemed appropriate by the city to ensure compliance with this article.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-45. Permit modifications.**

Within six months of the promulgation of a national categorical pretreatment standard, the discharge permit of users subject to these standards shall be revised to require compliance with the standards within the timeframe prescribed by the standards. Where a user, subject to a national categorical pretreatment standard, has not previously submitted an application for a discharge permit, the user shall apply for a discharge permit within 90 days after the promulgation of the applicable national categorical pretreatment standard. In addition, the user with an existing discharge permit shall submit to the director within 30 days after the promulgation of an applicable federal categorical pretreatment standard the information required by section 98-43.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-46. Permit duration.**

Permits shall be issued under this article for a specified time period, not to exceed five years, but potentially for less than one year. A permit will be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of 60 days prior to the expiration of the permit. The terms and conditions of the permit may be subject to modification by the city during the period of the permit as limitations or requirements, as identified in section 98-43, are modified or other just cause exists. The user shall be informed of any proposed changes in his

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permit at least 30 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-47. Permit transferability.**

Permits granted under this article are not transferable or assignable.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-48. Pretreatment facilities.**

Users shall provide necessary wastewater treatment as required to comply with this article and shall achieve compliance with all federal categorical pretreatment standards within the time limitations as specified by the federal pretreatment regulations. Any facilities required to pretreat wastewater to a level acceptable to the city shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the city for review and shall be acceptable to the city before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the city under this article. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the city prior to the user's initiation of the changes.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-49. Industrial waste surcharges.**

- (a) Users discharging industrial wastes which exhibit none of the characteristics of wastes prohibited in section 98-37, other than excessive BOD or suspended solids, having a concentration during a 24-hour period average of suspended solids or BOD content in excess of 500 mg/l, shall be required to pretreat the industrial wastes to meet the requirements of normal domestic sewage. However, such wastes may be accepted by the city for treatment if all the following requirements are met:

- (1) The waste will not cause damage to the collection system.
- (2) The waste will not impair the treatment process.
- (3) The user agrees to pay a surcharge over and above the existing sewer rates with the basics for surcharges on industrial waste to be computed in the following manner:

The volume of water usage as averaged from the preceding months of November, December and January expressed in million gallons per month (mgm) shall be used to compute the total pounds of BOD and TSS discharged into the POTW's sewers.

$$\text{Avg. vol. (mgm)} \times 8.34 \text{ lbs.} \times (\text{BOD mg/l} - 250 \text{ mg/l}) = \text{lbs. BOD discharge}$$

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$\text{Avg. vol. (mgm)} \times 8.34 \text{ lbs.} \times (\text{TSS mg/l} - 250 \text{ mg/l}) = \text{lbs. TSS discharge}$

$\text{Lbs. BOD discharge} \times \$0.47/\text{lb. BOD treatment} = \text{BOD surcharge per month}$

$\text{Lbs. TSS discharge} \times \$0.45 \text{ cost/lb. TSS treatment} = \text{TSS surcharge per month}$

$\text{Total surcharge/month} = \text{BOD surcharge/month} + \text{TSS surcharge/month}$

- (b) The basis for determining the surcharge shall be reviewed biennially and shall be adjusted to reflect any increase or decrease in wastewater treatment costs based on the previous year's experience.

(Ord. No. O-15-11, § I, 4-11-2011)

### **Sec. 98-50. Billing.**

Industrial waste surcharges shall be included as a separate item on the regular bill for water and sewer charges and shall be paid monthly in accordance with the practices of the city. Surcharges shall be paid at the same time that the sewer charges become due.

(Ord. No. O-15-11, § I, 4-11-2011)

### **Sec. 98-51. Failure to pay charges.**

In addition to the sanctions provided for by this article, the city is entitled to exercise sanctions provided by the other sections of this Code for failure to pay the bill for water and sewer charges when due.

(Ord. No. O-15-11, § I, 4-11-2011)

### **Sec. 98-52. Discharge of industrial waste.**

When wastewater containing industrial waste materials is discharged to the POTW and such wastes are not properly pretreated or otherwise corrected, the approving authority may:

- (1) Reject the wastes and terminate the service;
- (2) Require control of the quantities and rates of discharge of such wastes with flow-regulating devices;
- (3) Deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the POTW by industrial users where such contributions do not meet applicable pretreatment standards and requirements or where such contributions would cause the city to violate its NPDES permit; or
- (4) Require payment of surcharges for excessive cost of treatment, provided such wastes are amenable to treatment by the POTW. These surcharges may be for waste materials other than those in section 98-49.

(Ord. No. O-15-11, § I, 4-11-2011)

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**Sec. 98-53. Periodic compliance reports.****(a) *Baseline monitoring reports (BMRs).***

- (1) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the city a baseline monitoring report. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard, shall submit to the city a baseline monitoring report. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- (2) A baseline monitoring report shall include:
  - a. The name and address of the facility, including the name of the operator and owner;
  - b. Contact information, description of activities, facilities, and plant production processes on the premises;
  - c. A list of any environmental control permits held by or for the facility;
  - d. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such user, including a schematic process diagram that indicates points of discharge to the POTW from the regulated processes;
  - e. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e);
  - f. A measurement of pollutants, including:
    1. The categorical pretreatment standards applicable to each regulated process and any new categorically regulated processes for existing sources;
    2. The results of sampling and analysis, performed in compliance with the requirements of paragraph 3 of this subsection, identifying the nature, concentration, and mass, as required by the categorical pretreatment standard or by the city, of regulated pollutants in the discharge from each regulated process;
    3. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required;



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4. Where the categorical pretreatment standard requires compliance with a best management practices or pollution prevention alternative, documentation as required by the city or the applicable categorical pretreatment standard to determine compliance with the standard; and
  5. The time, date, and place of sampling and methods of analysis, and a certification that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW;
- g. A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) or additional pretreatment is required to meet the pretreatment standards and requirements; and
  - h. If additional pretreatment or O&M will be required to meet the pretreatment standards, a compliance schedule meeting the requirements of paragraph 4 of this subsection that sets forth the shortest schedule by which the user will provide such additional pretreatment or O&M must be provided, including a completion date that is not later than the compliance date established for the applicable pretreatment standard;
  - i. Signature and report certification. All baseline monitoring reports must be certified in accordance with subsection (e) of this section and signed by an authorized representative as defined in section 98-26.
- (3) Sampling and analysis requirements.
- a. The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
  - b. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the user should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR 403.6(e) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the control authority.
  - c. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or if the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling

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and analytical procedures, including procedures suggested by the city or other parties approved by EPA.

- d. The city may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;
- (4) Compliance schedule requirements.
- a. The schedule shall contain progress increments, not to exceed nine months, in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
  - b. The schedule shall require a progress report to the city no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
  - c. Progress reports shall be required no less frequently than every nine months.
- (b) *Ninety-day compliance reports.* Within 90 days following the date for final compliance with applicable pretreatment standards in this article or, for a new source, following commencement of the contribution of wastewater into the POTW, any industrial user classified as a regulated categorical standard industry and therefore subject to federal pretreatment standards and requirements shall submit to the control authority a 90-day compliance report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards or requirements. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional O&M or pretreatment is necessary to bring the industrial user into compliance with the applicable pretreatment standards or requirements. This statement shall be signed by an authorized representative of the industrial user.
- (c) *Periodic compliance reports.*
- (1) Regulated categorical standard industries subject to a pretreatment standard after the compliance date of such pretreatment standard or, for new sources, after commencement of the discharge into the POTW shall submit a semiannual compliance report to the city during the months of June and December, unless required more frequently in the pretreatment standard or by the city, indicating the nature and concentration of pollutants in the effluent which are limited by such pretreatment standards. In addition, this report shall include a record of measured or estimated average and maximum daily flows for the reporting period. At the discretion of the city and in consideration of such factors as local high or local low flow rates, holidays,

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budget cycles, etc. The city may agree to alter the months during which such reports are to be submitted. This report must be signed by an authorized representative of the industrial user.

- (2) Significant industrial users under the jurisdiction of this article are required to fulfill the same reporting requirements as a regulated categorical standard industry.
- (d) *Mass limitations.* The city may impose mass limitations on industrial users which are using dilution to meet applicable pretreatment standards or requirements or in other cases where the imposition of mass limitations are appropriate. In such cases, the required reports shall indicate the mass therein which is limited by the applicable pretreatment standards. The frequency of monitoring shall be prescribed in the applicable pretreatment standard. All analyses shall be performed in accordance with procedures established by the approval authority, pursuant to Section 304(g) of the Act and contained in 40 CFR 136 and amendments thereto or with any other test procedures approved by the approval authority. Sampling shall be performed in accordance with the techniques approved by the city.
- (e) *Signatory requirements.* Signatory requirements for industrial user reports will be required, as stated in 40 CFR 401.12(1). The reports listed in this section shall include a certification statement as set forth in 40 CFR 403.6(a)(2)(ii) and shall be signed as follows:
  - (1) By a responsible corporate officer, if the industrial user submitting the reports required by subsections (a), (b) and (d) of this section is a corporation. For the purpose of this subsection, a responsible corporate officer means: (i) a president, secretary, treasurer or vice-president of the corporation in charge of a principal business function or any other person who performs similar policy- or decision-making functions for the corporation; or (ii) the manager of one or more manufacturing, production or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25,000,000.00 (in second quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
  - (2) By a general partner or proprietor if the industrial user submitting the reports required by subsections (a), (b) and (d) of this section or 40 CFR 403.12 is a partnership or sole proprietorship respectively.
  - (3) By a duly-authorized representative of the individual designated in subsection (e)(1) or (2) of this section if:
    - a. The authorization is made in writing by the individual described in subsections (e)(1) or (2) of this section;
    - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well or well field superintendent, or a position of equivalent responsibility or having overall responsibility for environmental matters for the company; and
    - c. The written authorization is submitted to the control authority.

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- (4) If an authorization under subsections (e)(1) or (2) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of subsections (e)(1) or (2) of this section must be submitted to the control authority prior to or together with any reports to be signed by an authorized representative.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-54. Notice of noncompliance.**

- (a) The city shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the city, a list of the users which, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term in significant noncompliance of this article. This list shall be published in the month of August and shall cover the previous 12 months. This notification shall also summarize any enforcement actions taken against the user during the same 12 months.
- (b) All records relating to compliance with pretreatment standards shall be made available to officials of the EPA, the state water commission or the city upon request.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-55. Accidental discharges.**

- (a) Each user under this article shall provide protection from accidental discharge of prohibited materials or other substances regulated by this article. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the director for review and shall be approved by the director before construction of the facility. All users shall complete such a plan within one year of the effective date of the ordinance from which this article derives. No user who commences contribution to the POTW after the effective date of the ordinance from which this article derives shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the director. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this article. If an accidental discharge occurs, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. The notification shall include location of discharge, type of waste, concentration and volume and corrective actions.
- (b) Within five days following an accidental discharge, the user shall submit to the director a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to

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the POTW, fish kills or any other damage to person or property nor shall such notification relieve the user from any penalties imposed by this article or other applicable law.

- (c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees of whom to call if a dangerous discharge occurs. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

(Ord. No. O-15-11, § I, 4-11-2011)

#### **Sec. 98-56. Inspection and sampling.**

- (a) The city shall inspect the facilities of any user to determine whether the requirements of this article are being met. Persons or occupants of premises where wastewater is created or discharged shall allow the city or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any of their duties. The city, the state water commission and the EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into the premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, personnel from the city, the state water commission and EPA will be permitted, without delay, for the purpose of performing their specific responsibilities.
- (b) The city has the authority to copy records; the user must retain a copy of its records for at least three years.
- (c) The city laboratory will use the testing procedures as required in 40 CFR 136 or if 40 CFR 136 does not include an analytical technique the city shall use analytical methods specified by the regulation as the latest version of standard methods. Additionally this subsection applies to industrial users for all sample collection and analytical procedures.
- (d) The city will inspect the facilities and sample the discharges of each significant industrial user no less than once per year.
- (e) If the city has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect or sample as part of the inspection and sampling requirements of this section, which are designed to verify compliance with this article and permits or orders issued under this article, or to protect the overall public health, safety and welfare of the community, the city manager or his designated representative may seek issuance of a search warrant from any court with appropriate jurisdiction.

(Ord. No. O-15-11, § I, 4-11-2011)

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**Sec. 98-57. Harmful contributions.**

- (a) The city may suspend the water and wastewater treatment service and wastewater discharge permit when such suspension is necessary, in the opinion of the city, in order to stop an actual or imminent discharge that presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment or that causes interference to the POTW or that causes the city to violate any condition of its NPDES permit.
- (b) Any person notified of a suspension of the wastewater treatment service or wastewater discharge permit shall immediately stop or eliminate the contribution. If the person fails to comply voluntarily with the suspension order, the city shall take such steps as deemed necessary, including immediate disconnection of water service and severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individual. The city shall reinstate the wastewater discharge permit and the water and wastewater treatment service upon proof of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the city within 15 days of the date of occurrence.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-58. Show cause hearing.**

- (a) The city may order any user who causes or allows a noncompliant discharge to enter the POTW to show cause before the city council why the proposed enforcement action should not be taken. A notice shall be serviced on the user specifying the time and place of a hearing to be held by the city council regarding the violation, the reasons why the action is to be taken, the proposed enforcement action and directing the user to show cause before the city council why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by certified mail, return receipt requested, at least four days before the hearing. Service may be made on any agent or officer of a corporation.
- (b) The city council may itself conduct the hearing and take the evidence or may designate any of its members or any officer or employee to:
  - (1) Ensure in the name of the city council notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings.
  - (2) Take the evidence.
  - (3) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the city council for action thereon.
- (c) At any hearing held pursuant to this article, testimony taken must be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.

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- (d) After the city council has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the water and sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-59. Confidential information.**

Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections under this article shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the city attorney that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this article, the national pollutant discharge elimination system (NPDES) permit, state disposal system permit and the pretreatment programs; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

(Ord. No. O-15-11, § I, 4-11-2011)

**Sec. 98-60. Technically based local limits.**

<b>Pollutant of Concern</b>	<b>Adopted Local Limits (mg/L)</b>
Arsenic, Total	0.1625
Cadmium, Total	0.4738
Chromium, Total	15.6653
Cyanide, Total	2.40
Lead, Total	5.15
Mercury, Total	0.00
Nickel, Total	10.4924
Selenium, Total	0.1334
Silver, Total	8.2968

(Ord. No. O-44-15 , § II, 11-9-2015)



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**Secs. 98-61—98-80. Reserved.**

***ARTICLE III. RATES AND CHARGES***

**Sec. 98-81. Application for service.**

Written application shall be made to the city for water, sewer or any other utility service that may be furnished by the city. Such application shall state the name and address of the applicant, the type of utility service desired, the purposes for which the application is made and such other information as the city may request.

(Code 1968, § 31-21; Ord. No. O-28-95, § I.A, 9-28-95; Ord. No. O-27-96, § I.A, 10-14-96; Ord. No. O-24-98, § I.A, 9-28-98)

**Sec. 98-82. Water taps.**

- (a) It shall be unlawful for any person, other than an authorized employee of the city, to make any tap to any water line part of the city's water system.
- (b) The charges which shall be assessed and collected from the customer for the installation of a water tap, meter and box shall be as follows. **See Appendix B- Fee Schedule**

<b>Size of Connection (inches)</b>	<b>Cost of Tap, Meter and Box</b>
<del>3/4</del>	<del>1,458.29</del> <del>\$2116.68</del>
<del>1</del>	<del>1,583.41</del> <del>\$2241.80</del>
<del>1 1/2</del>	<del>2,731.22</del> <del>\$4397.73</del>
<del>2</del>	<del>2,868.18</del> <del>\$4538.56</del>
<del>Over 2</del>	<del>Actual cost of material and labor</del>

- (c) If installation requires a pavement cut, ten-foot &times ten-foot cut, there shall be an additional charge ~~of \$830.00-1310.00~~ which shall be assessed and collected from the customer. **See Appendix B- Fee Schedule**
- (d) If installation requires a highway bore there shall be an additional charge ~~of \$930.00-1100.00 minimum plus actual cost of labor and material which~~ shall be assessed and collected from the customer. **See Appendix B- Fee Schedule**

(Code 1968, §§ 31-22, 31-23; Ord. No. O-28-95, § I.B, 9-28-95; Ord. No. O-27-96, § I.B, 10-14-96; Ord. No. O-24-98, § I.B, 9-28-98; Ord. No. O-27-05, § I, 9-15-2006; Ord. No. O-18-11, § I, 5-9-2011; Ord. No. O-20-21 , § I, 6-14-2021)

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**Sec. 98-83. Meters required.**

Meters shall be required to measure the consumption of each utility service furnished by the city, except garbage collection and sewer service.

(Code 1968, § 31-24)

**Sec. 98-84. Installation, maintenance of meters.**

All meters required by this article and used to measure the consumption of utility services furnished by the city shall be installed and maintained by the city. No two residences or houses shall be served by the same water meter.

(Code 1968, § 31-25)

**Sec. 98-85. Ownership of meters.**

All meters used for the measurement of the consumption of any utility service furnished by the city shall be the property of the city. It shall be unlawful for any person to install or maintain any meter for such purposes anywhere within the city which is not owned by the city.

(Code 1968, § 31-26)

**Sec. 98-86. Tampering with meters.**

It shall be unlawful for any person, other than a duly authorized employee of the city, to tamper with any meter or to in any manner injure any meter or to manipulate or attempt to manipulate any meter in any manner so as to affect its registration or measurement of the metered utility service. Any person tampering with any meter will be assessed a meter tampering fee of \$150.00. Should the tampering result in damage to the meter or meter transponder, the person will be assessed an additional fee, not to exceed the replacement cost of the meter and/or its parts.

(Code 1968, § 31-27; Ord. No. 0-36-03, § II, 11-24-2003)

**Sec. 98-87. Utility deposit.**

- (a) Along with the application for water, wastewater, or solid waste collection service, the applicant shall pay to the city a deposit as follows:
  - (1) If the application seeks to establish water, wastewater, and solid waste residential service, \$120.00.
  - (2) If the applicant seeks to establish water, wastewater, or solid waste residential service, but not all three services, \$60.00.
  - (3) Commercial and industrial service, \$180.00.

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- (b) At the time the application for service is made, the applicant shall pay to the city an amount equal to one-half of the appropriate deposit. The remaining deposit amount will be spread equally over the first two utility bills. Nothing in this section shall prohibit an applicant from paying the entire amount of the deposit when they apply for service.

(Ord. No. O-24-10, § II, 4-26-2010)

Editor's note(s)—Ord. No. O-24-10, § II, adopted April 26, 2010, amended § 98-87 in its entirety as set out herein. Formerly, said section pertained to water deposit. See the Code Comparative Table for a complete derivation.

#### **Sec. 98-88. Refund of deposit.**

- (a) Any utility deposit made to the city by any customer shall be refunded to the customer when:
- (1) The customer has one year of continuous water service;
  - (2) The customer has no more than two late payments in the past 12 months;
  - (3) The customer has no disconnects for non-payment in the past 12 months; and
  - (4) The customer has no returned checks in the past 12 months.
- (b) If the city has refunded the customer's utility deposit under the criteria set out in subsection (a) of this section, and thereafter the customer's water service has been disconnected for nonpayment, the customer shall pay a new utility deposit.

(Code 1968, § 31-29; Ord. No. O-39-2012, § I, 9-10-2012)

#### **Sec. 98-89. Payment of interest on deposits.**

It shall be unlawful for the water or sewer department or any officer or agent of the city to pay any interest whatsoever on any money deposited with the water or sewer department, except interest, if any, which may have lawfully accrued on deposits held by the city. The payment of interest by the city on any water, sewer or other deposit not specifically authorized in this section is prohibited.

(Code 1968, § 31-30)

#### **Sec. 98-90. Water rates.**

The monthly water rates or charges to be charged by the city for treated water furnished to its consumers in the city shall be as follows:

- (1) The minimum monthly charge for the first 2,000 gallons shall be based on the size of the meter as follows:
  - a. Three-fourths-inch to one-inch\$16.17
  1. Three-fourths to one-inch sprinkler21.68

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- b. One and one-half-inch 42.18
  - c. Two-inch 61.61
  - d. Three-inch 123.11
  - e. Four-inch 195.37
  - f. Six-inch 516.48
  - g. Eight-inch 774.61
- (2) Usage charges shall be as follows:
- a. Residential:
    - 1. From 2,000 gallons to 6,000 gallons, per 1,000 gallons \$6.73
    - 2. From 6,000 gallons to 20,000 gallons, per 1,000 gallons 8.41
    - 3. After 20,000 gallons, per 1,000 gallons 10.51
  - b. Commercial:
    - 1. From 2,000 gallons to 20,000 gallons, per 1,000 gallons \$7.18
    - 2. After 20,000 gallons, per 1,000 gallons 8.98
    - 3. Sprinkler: From 2,000 gallons to 20,000 gallons, per 1,000 gallons 7.18
    - 4. Sprinkler: After 20,000 gallons, per 1,000 gallons 10.51
  - c. Multifamily, as defined in subsection (3):
    - 1. From 2,000 gallons to 20,000 gallons, per 1,000 gallons \$7.18
    - 2. After 20,000 gallons, per 1,000 gallons 8.98
    - 3. Sprinkler: From 2,000 gallons to 20,000 gallons, per 1,000 gallons 7.18
    - 4. Sprinkler: After 20,000 gallons, per 1,000 gallons 10.51
  - d. Industrial:
    - 1. From 2,000 gallons to 20,000 gallons, per 1,000 gallons \$7.18
    - 2. After 20,000 gallons, per 1,000 gallons 8.98
    - 3. Sprinkler: From 2,000 gallons to 20,000 gallons, per 1,000 gallons 7.18
    - 4. Sprinkler: After 20,000 gallons, per 1,000 gallons 10.51
  - e. Raw water, per 1,000 gallons \$0.89
  - f. Starting in October 2021, a three-fourths-percent increase in all water rates, or an increase equal to the CPI inflation index annually, whichever is greater, should be implemented each year.

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- (3) Apartment houses or multi-family dwellings or multi-unit buildings designed to house two or more families or units shall, unless each unit is separately metered, be charged and billed at the multifamily rate set forth in subsection (2)(c) of this section.
  - (4) Mobile home parks and trailer courts shall, unless each unit is separately metered, be charged and billed at the commercial rate set forth in subsection (2)(b) of this section.
  - (5) The rates specified in all water contracts entered into by the city, except those specified in the following subsection (6) shall be charged and billed at the rate of \$7.18 per 1,000 gallons with no minimum charge per month.
  - (6) All consumers located outside the corporate limits of the city which have made agreements with the city for water services on an individual basis for an individual consumer shall be charged at a rate that is 1.25 times the rates set forth in subsections (1) and (2) of this section.
  - (7) If a consumer requests that the meter be reread and/or requests a data log and such is done there shall be a charge of \$16.50 assessed on the next bill of that customer. This fee is waived if it is apparent the user has a leak and/or it is determined by the city that the first reading was incorrect. Also, there shall be a charge of \$52.00 if the meter has been pulled for nonpayment of services.
  - (8) Each new consumer of city water shall pay a nonrefundable water utility service setup charge in the amount of \$10.00 which will be charged to the consumer on the first bill sent to the consumer for water service. Each consumer who desires to have an existing water service transfer shall pay a transfer fee in the amount of \$25.00 which will be billed to the consumer on the first bill for water service at the new address.
  - (9) Payments will be due 20 days from the billing date.
  - (10) A late charge of ten percent will be assessed for an account that has not been paid in full within 20 days from the billing date.

(Code 1968, § 31-31; Ord. No. O-28-95, § I.D, 9-28-95; Ord. No. O-27-96, § I.D, 10-14-96; Ord. No. O-24-98, § I.D, 9-28-98; Ord. No. O-36-03, § IV, 11-24-2003; Ord. No. 27-05, § II, 9-15-2005; Ord. No. O-33-06, § I, 9-18-2006; Ord. No. O-41-07, § I, 9-17-2007; Ord. No. O-46-07, § I, 9-17-2007; Ord. No. O-24-10, § II, 4-26-2010; Ord. No. O-41-12, § I, 9-24-2012; Ord. No. O-47-13, § I, 9-23-2013; Ord. No. O-31-17, § I, 9-25-2017; Ord. No. O-01-18, § I, 1-8-2018 ; Ord. No. O-35-18, § I, 9-24-2018 ; Ord. No. O-23-19, § I, 7-8-2019 ; Ord. No. O-29-22, § I, 12-12-2022; Ord. No. O-22-23, § I, 9-11-2023)

## **Sec. 98-91. Wastewater rates.**

The monthly wastewater rates or wastewater charges to be paid by the users of the city sanitary sewer system shall be computed upon the numbers of gallons of water metered to such consumer through the water meter of such consumer and shall be calculated in the following manner:

- (1) Residential. Residential users shall pay the charge according to the following:

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- a. First 2,000 gallons, minimum charge, base charge\$20.26
  - b. Over 2,000 gallons, per 1,000 gallons6.76
  - c. Rates for residential wastewater service will be calculated upon actual monthly water usage. The winter period shall be between December 1 through March 31. If a user was not a customer for the entire previous winter period, the average monthly water usage will be the citywide average winter usage for all residential users. Averages will be recalculated May 1 of every year.
- (2) Non-consumers of city water. Consumers located inside the corporate limits of the city who are provided sanitary wastewater services but are not connected to city water shall pay a charge of \$58.69 per month. Consumers located outside the corporate limits of the city who are provided sanitary wastewater services but are not connected to city water shall pay a charge of \$73.37 per month.
  - (3) Multifamily. Apartment houses or multifamily dwellings or multi-unit buildings designed to house two or more families or units shall, unless each unit is separately metered, pay the charge according to the following:
    - a. Gallons per month:
      1. 0—2,000\$51.80
      2. Over 2,000 gallons, for every 1,000 gallons6.80
  - (4) Commercial. Commercial users shall pay the charge according to the following:
    - a. Gallons per month:
      1. 0—2,000\$51.80
      2. Over 2,000 gallons, for every 1,000 gallons6.80
    - b. Over-strength charges. Commercial users shall pay \$0.84 per mg/l of TSS, BOD, ammonia, or oil and grease over the maximum concentration of 250 mg/l of TSS or BOD, 30 mg/l of ammonia (N), or 200 mg/l of oil and grease.
  - (5) Industrial. Industrial users shall pay the charge according to the following:
    - a. Gallons per month:
      1. 0—2,000\$51.80
      2. Over 2,000 gallons, for every 1,000 gallons6.80
    - b. Over-strength charges. Commercial users shall pay \$0.84 per mg/l of TSS, BOD, ammonia, or oil and grease over the maximum concentration of 250 mg/l of TSS or BOD, 30 mg/l of ammonia (N), or 200 mg/l of oil and grease.
  - (6) Mobile home parks and trailer courts shall, unless each unit is separately metered, be charged and billed at the commercial rate.
  - (7) A late charge of ten percent will be assessed for an account that has not been paid in full within 20 days from the billing date.

- (8) All consumers located outside the corporate limits of the city which have made agreements with the city for wastewater services on an individual basis for an individual consumer shall be charged at a rate that is 1.25 times the rates set forth in this section.

(Code 1968, § 31-32; Ord. No. O-28-95, § I.E, 9-28-95; Ord. No. O-27-96, § I.E, 10-14-96; Ord. No. O-24-98, § I.E, 9-28-9; Ord. No. O-23-02, 10-23-2002; Ord. No. 27-05, § III, 9-15-2005; Ord. No. O-30-05, § I, 10-24-2005; Ord. No. O-7-06, § I, 3-13-2006; Ord. No. O-33-06, § II, 9-18-2006; Ord. No. O-41-07, § II, 9-17-2007; Ord. No. O-46-07, § II, 9-17-2007; Ord. No. O-24-10, § III, 4-26-2010; Ord. No. O-38-11, § I, 8-22-2011; Ord. No. O-47-13, § II, 9-23-2013; Ord. No. O-56-13, § I, 10-28-2013; Ord. No. O-31-17, § II, 9-25-2017; Ord. No. O-01-18, § II, 1-8-2018 ; Ord. No. O-29-22, § I, 12-12-2022; Ord. No. O-22-23, § I, 9-11-2023)

#### **Sec. 98-92. Charges for sewer tap and installation.**

- (a) There shall be **fees** assessed and collected from the customer for the installation of a sanitary sewer tap. ~~the following charge(s):~~ See Appendix B- Fee Schedule

<b>Size of Connection (inches)</b>	<b>Cost</b>
<b>Up to 4 feet deep</b>	<del>1,019.31 \$1536.67</del>
	<del>\$100.00 per foot over 4 feet deep</del>
<b>6 feet deep</b>	<del>Actual cost of materials and labor</del>

- (b) ~~If installation requires a pavement cut, ten-foot &times: ten-foot cut, there shall be an additional charge of \$830.00 which shall be assessed and collected from the customer.~~
- (c) ~~If installation requires a highway bore there shall be an additional charge of \$930.00 minimum plus actual cost of labor and material which shall be assessed and collected from the customer.~~

(Code 1968, § 31-32.1; Ord. No. O-24-98, § I.E, 9-28-98; Ord. No. O-27-05, § IV, 9-15-2005; Ord. No. O-20-21, § I, 6-14-2021)

#### **Sec. 98-93. Solid waste collection fees.**

The monthly solid waste fees to be paid by the users of the city solid waste collection system shall be calculated in the following manner:

- (1) *Residential.* Residential users shall be pay the charges according to the following:
- (a) Each residential unit within the city limits shall be charged \$15.86 per month for residential garbage and rubbish collection services. This charge shall entitle the user to a single 96-gallon poly cart, which is collected once per week.
- (b) Each residential unit shall pay an additional \$2.10 per month as a street-sweeping fee.



- (c) Each residential unit within the city limits shall be charged \$10.00 per month for each additional poly cart for residential garbage and rubbish collection services.
- (2) *Commercial.* Commercial users shall pay the charge according to the following:
- (a) Each commercial unit within the city limits shall be charged a minimum of \$43.75 per month for commercial garbage and rubbish collection services. This charge shall entitle the user to a single 96-gallon poly cart, which is collected twice per week.
- (b) Each commercial unit within the city limits shall be charged \$21.88 per month for each additional poly cart for commercial garbage and rubbish collection services.
- (c) Each commercial unit shall pay an additional \$2.10 per month as a street-sweeping fee.
- (d) All other persons having collection of solid waste other than residential users, including commercial and industrial users, shall have the option of collection in roll-off containers or dumpsters (instead of poly carts) ranging from two-yard to eight-yard in capacity and collection at a frequency of one day a week up to five days per week according to the schedule of rates as follows:

Table (d)(i). Dumpsters

Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk
2-yd	\$101.25	\$171.33	\$222.36	\$261.99	\$324.84
3-yd	120.31	199.96	262.60	334.04	444.73
4-yd	141.89	251.40	344.75	445.39	491.24
6-yd	182.13	305.73	428.13	620.92	671.24
8-yd	222.36	384.99	548.84	711.51	893.19

Table (d)(ii). Dumpsters—Extra Lifts

Size	Extra Lifts	Locks	Casters
2-yd	\$59.90	\$26.65	\$26.65
3-yd	65.89	26.65	26.65
4-yd	71.88	26.65	26.65
6-yd	77.87	26.65	26.65
8-yd	83.86	26.65	26.65

Table (d)(iii). Roll-Off

Size	Non-Compactable
20-yd	\$658.30 per haul
30-yd	\$890.65 per haul
40-yd	\$1,157.02 per haul

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<i>Size</i>	<i>Compactable</i>
30-yd	\$981.96 per haul
40-yd	\$1,178.35 per haul
Delivery fee	\$197.27
Rental per day	\$7.18
Relocation	\$79.36
Dry run	\$197.27

- (e) All consumers located outside the corporate limits of the city which have made agreements with the city for solid waste collection services on an individual basis for an individual consumer shall be charged at a rate that is 1.25 times the rates set forth in this section.
- (f) That the contractor "waste connections" shall have the sole and exclusive franchise license and privilege to provide services for all roll-off residential, commercial, and industrial municipal waste collection removal and disposal services within the corporate limits of the city.

(Code 1968, § 31-33; Ord. No. 0-26-01, 9-24-2001; Ord. No. O-27-05, § V, 9-15-2005; Ord. No. O-33-06, § III, 9-18-2006; Ord. No. O-41-07, § III, 9-17-2007; Ord. No. 0-46-07, § III, 9-17-2007; Ord. No. O-43-10, § I, 8-23-2010; Ord. No. O-24-10, § IV, 4-26-2010; Ord. No. O-41-11, § I, 9-12-2011; Ord. No. O-44-11, § I, 9-26-2011; Ord. No. O-47-13, § III, 9-23-2013; Ord. No. O-41-14, § I, 10-13-2014; Ord. No. O-36-18, § I, 9-24-2018 ; Ord. No. O-32-19, § I, 10-28-2019 ; Ord. No. O-11-20, § I, 3-24-2020 ; Ord. No. O-14-20, § I, 6-22-2020; Ord. No. O-21-22, § I, 9-12-2022; Ord. No. O-28-22, § I, 12-12-2022)

Cross reference(s)—Collection and disposal of solid waste, § 82-26 et seq.

#### **Sec. 98-94. Disconnection of service for nonpayment.**

- (a) *Disconnection charges.* If any consumer of utility services furnished by the city does not pay the rates and charges within 20 days following the billing date, the city shall have the authority to disconnect or terminate or cause to be disconnected or terminated all utility services furnished such consumer. A disconnection fee of \$50.00 shall be assessed on the consumer; if not paid by 5:00 p.m. on the cutoff date listed on cutoff notice. This is in addition to any past due amounts owed on the utility account.
- (b) *After hours reconnection charges.* If any customer requests their services be reinstated after business hours, holidays, and weekends an additional reconnection charge of \$50.00 will be collected.

(Code 1968, § 31-35; Ord. No. O-28-95, § I.F, 9-28-95; Ord. No. O-27-96, § I.F, 10-14-96; Ord. No. O-24-98, § I.F, 9-28-98; Ord. No. 0-36-03, § V, 11-24-2003; Ord. No. O-24-10, § V, 4-26-2010; Ord. No. O-29-22, § I, 12-12-2022; Ord. No. O-22-23, § I, 9-11-2023)

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**Sec. 98-95. Reserved.**

Editor's note(s)—Section I.G of Ord. No. O-28-95, adopted Sept. 28, 1995, repealed § 98-95 in its entirety. Formerly, § 98-95 pertained to resumption of service and reconnection fee and derived from § 31-36 of the 1968 Code.

Section I.G of Ord. No. O-24-98, adopted Sept. 28, 1998, reaffirmed the repeal of § 98-95.

**Sec. 98-96. Rates and charges of private public utilities fixed by city council.**

The city council shall fix and approve the rates charged by any private public utility company doing business within the city. It shall be unlawful for any such public utility company or any officer or employee thereof to assess or charge for services rendered any rate other than the rate so fixed or approved.

(Code 1968, § 31-37)

**Sec. 98-97. TXU gas distribution tariffs and schedules.**

- (a) Effective immediately upon the passage of this section, the maximum general service rate for sales of natural gas rendered to residential, commercial, and industrial consumers within the city limits of Palestine, Texas by TXU Gas Distribution, a division of TXU Gas Company, a Texas corporation, its successors and assigns, is hereby fixed and determined as set forth in Item A.
- (b) The residential and commercial rates set forth above shall be adjusted upward or downward from a base of \$2.7535 per mcf by a gas cost adjustment factor expressed as an amount per 1,000 cubic feet (mcf) of natural gas for changes in the intercompany city gate rate charge as authorized by the Railroad Commission of Texas or other regulatory body having jurisdiction for gas delivered to the Palestine distribution system, according to Item B. The industrial rates shall be adjusted in accordance with their contract terms.
- (c) Residential and commercial rates shall also be subject to weather normalization adjustments according to Item C.
- (d) The residential and commercial rates set forth above shall be adjusted upward or downward for changes in taxes and other governmental impositions, rental fees or charges according to Item D. Industrial rates shall be adjusted in accordance with their contract.
- (e) In addition to the aforesaid rates, company shall have the right to collect such reasonable charges as are necessary to conduct its business and to carry out its reasonable rules and regulations. The charges set forth in Items E and F, are approved. Services for which no charge is set out may be performed and charged for by company at a level established by the normal forces of competition.
- (f) In addition to the aforesaid rates, company is authorized to recover the current rate case expense through a surcharge designed for a six-month nominal recovery period. The surcharge per mcf will be calculated by dividing the rate case expense to be recovered by one-half of the adjusted annual sales volume to residential, commercial, and industrial rates-

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N customers. The company will provide monthly status reports to the city to account for the collection of rate case expense.

- (g) The rates set forth in this section may be changed and amended by either the city or company in the manner provided by law. Service hereunder is subject to the orders of regulatory bodies having jurisdiction, and to the company's rules and regulations currently on file in the company's office.
- (h) Unless otherwise noted herein, other than TXU gas distribution (a named party), no person or entity has been admitted as a party to this rate proceeding.
- (i) It is hereby found and determined that said meeting at which this section was passed was open to the public, as required by Texas law, and that advance public notice of the time, place and purpose of said meeting was given.
- (j) Item A rates. Subject to applicable adjustments, the following rates are the maximum applicable to residential, commercial and industrial consumers per meter per month or for any part of a month for which gas service is available at the same location:

(1) *Residential:*

- a. Customer charge \$8.0000
- b. All consumption per mcf 4.7865

If the service period is less than 28 days in a month the customer charge is \$.2857 times the number of days service. If the consumption contains a portion of an mcf, a pro rata portion of the per mcf charge will be made.

(2) *Commercial:*

- a. Customer charge \$14.00
- b. First 20 mcf, per mcf 4.7923
- c. Next 30 mcf, per mcf 4.4923
- d. Over 50 mcf, per mcf 4.3423

If the service period is less than 28 days in a month the customer charge is \$.5000 times the number of days service. If the consumption contains a portion of an mcf, a prorata portion of the per mcf charge will be made.

Bills are due and payable when rendered and must be paid within 15 days from monthly billing date.

*Residential off-peak sales discount:*

An off-peak sales discount of \$.25 per mcf will apply to residential customers' volume purchased in excess of eight mcf for each of the billing months May through October.

*Industrial:*

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Monthly rates: Subject to the company's limitations on the availability of each rate, customer shall receive service under its choice of one of the following rates in accordance with the rate selected by customer as provided in the contract:

Rate 1\*

First 125 mcf or less \$281.99

All over 125 mcf, per mcf 2.177

Rate 2\*

First 600 mcf or less 1,219.24

All over 600 mcf, per mcf 1.880

Rate 3\*

First 1,250 mcf or less 2,260.47

All over 1,250 mcf, per mcf 1.759

\* The rate to be charged the customer is the contract rate negotiated with the customer but shall not exceed these rates.

In all other respects, industrial rates-N shall remain in effect as filed with the city. One hundred percent of the increase in industrial margin is to accrue to the benefit of TXU gas distribution.

Transportation rates:

The fee for industrial transportation service shall not exceed the rate specified in the contract with the industrial customer.

- (i) *Item B. Gas cost adjustment.* Each residential and commercial monthly bill at the above rates shall be adjusted for gas cost as follows:
- (1) The city gate rate increase or decrease applicable to current billing month residential and commercial sales shall be estimated to the nearest \$0.0001 per mcf based upon:
    - a. The city gate rate estimated to be applicable to volumes purchased during the current calendar month, expressed to the nearest \$0.0001 per mcf (shown below as "Re"), less
    - b. The base city gate rate of \$2.7535 per mcf, multiplied by
    - c. A volume factor of 1.0000 determined in establishing the above rates for the distribution system as the ratio of adjusted purchased volumes divided by adjusted sales volumes.
  - (2) Correction of the estimated adjustment determined by Item B(1) above for the second preceding billing month shall be included as part of the adjustment for the second following billing month. The correcting factor (shown below as "c") shall be expressed to the nearest \$0.0001 per mcf based upon:
    - a. The corrected adjustment amount based upon the actual city gate rate, less

- 
- b. The estimated adjustment amount billed under Item B(1) above, divided by
  - c. Distribution system residential and commercial sales mcf recorded on the company's books during the prior year for the month that the correction is included as part of the adjustment.

In summary, the gas cost adjustment (GCA) shall be determined to the nearest \$0.0001 per mcf by Item B(1) and Item B(2) as follows:

$$GCA = [\text{Item B(1)} + \text{Item B(2)}]$$

$$GCA = [(1.0000) (\text{Re } \$2.7535) + C]$$

- (j) *Item C. Weather normalization adjustment.* The Weather Normalization Adjustment clause authorized in the rate ordinance dated July 24, 1995 will continue in effect with one change. The actual residential base load will be used to determine the residential heating load rather than the residential class base load. There is no change in the determination of the base load for commercial customers. The revised weather normalization adjustment clause reads as follows:

Effective with bills rendered during the October 2000 through May 2001 billing months, and annually thereafter for the October through May billing months, the above residential and commercial consumption rates for gas service, as adjusted, will be subject to a weather normalization adjustment each billing cycle to reflect the impact of variations in the actual heating degree days during the period included in the billing cycle from the normal level of heating degree days during the period included in the billing cycle. The weather normalization adjustment will be implemented on a per mcf basis and will be applicable to the heating load of each customer during the period included in the billing cycle. It will be determined separately for residential and commercial customers based on heating degree data recorded by the Waco weather station. The adjustment to be made for each billing cycle will be calculated according to the following formula:

$$WNA = \frac{NDD}{ADD} \times M \times AHL$$

Where: WNA = Weather normalization adjustment

NDD = Normal heating degree days during the period covered by the billing cycle

ADD = Actual heating degree days during the period covered by the billing cycle

M = Weighted average margin per mcf included in the commodity portion of the rates effective during the October through May billing months

AHL = Actual heating load per customer

The heating load to which the weather normalization adjustment is to be applied for residential and commercial customers is determined by subtracting the base load for the customer from the total volume being billed to the customer. The base load of a customer is the average level of nonheating consumption.

The weather normalization adjustment is subject to a 50 percent limitation factor based on temperatures being 50 percent warmer or colder than normal. The weather normalization adjustment will be calculated to the nearest \$.0001 per mcf.

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(k) *Item D. Tax adjustment.* Each monthly bill at the above residential and commercial rates, as adjusted above, shall be adjusted for municipal franchise fees (street and alley rental taxes) and the state gross receipts taxes imposed by V.T.C.A., Tax Code §§ 182.021—182.024. Each monthly bill, as adjusted above shall also be adjusted by an amount equivalent to the proportionate part of any new tax, or any tax increase or decrease, or any increase or decrease of any other governmental imposition, rental fee, or charge (except state, county, city and special district ad valorem taxes and taxes on net income) levied, assessed or imposed subsequent to December 31, 1999, upon or allocated to the company's distribution operations, by any new or amended law, ordinance or contract. Municipal franchise fees (street and alley rental taxes) and the state gross receipts taxes imposed by V.T.C.A., Tax Code §§ 182.021— 182.024 shall continue to be collected pursuant to individual industrial contracts.

(l) *Item E. Schedule of service charges.*

(1) Connection charge. In addition to the charges and rates set out above, the company shall charge and collect the sum of:

Schedule	Charge
Business hours	\$35.00
After business hours	52.50

For each reconnection of gas service where service has been discontinued at the same premises for any reason, for the initial inauguration of service, and for each inauguration of service when the billable party has changed, with the following exceptions:

- a. For a builder who uses gas temporarily during construction or for display purposes.
  - b. Whenever gas service has been temporarily interrupted because of system outage or service work done by company; or
  - c. For any reason deemed necessary for company operations.
- (2) Read for change charge. A read for change charge of \$12.00 is made when it is necessary for a company employee to read the meter at a currently served location because of a change in the billable party.
- (3) Returned check charges. A returned check handling charge of \$16.25 is made for each check returned to the company for any reason.
- (4) Delinquent notification charge. A charge of \$4.75 shall be made for each trip by a company employee to a customer's residence or place of business when there is an amount owed to the company that is past due. This charge shall not be made when the trip is required for safety investigations or when gas service has been temporarily interrupted because of system outage or service work done by company.



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- (m) *Item F. Main line extension rate.* The charge for extending mains beyond the free limit established by franchise for residential, commercial, and industrial customers shall be based on the actual cost per foot of the extension.

(Ord. No. O-28-00, 11-13-2000)

Editor's note(s)—With the city's concurrence, section 98-97, Lone Star Gas Company tariffs and schedules was deleted as being superseded by Ord. No. O-28-00, adopted Nov. 13, 2000 and derived from 1968 Code, § 31-38; Ord. No. O-19-95, §§ 1—5, adopted July 24, 1995.

**Sec. 98-98. Water leak adjustments.**

- (1) The City of Palestine shall provide at its discretion up to a 90-day leak adjustment to water utility customers one time per water utility account per 12-month period for the following instances
  - a. Leaking water line pipes, joints and valves.
  - b. Leaking toilets, water heaters, and sinks.
  - c. Underground sprinkler line leaks.
- (2) Proof of a leak repair must be provided by the water utility customer and the following items are acceptable as proof:
  - a. Hardware store receipt.
  - b. Plumbing contractor receipt.
  - c. Notice from rental management company.
  - d. Signed letter from utility customer stating what was repaired including the date of repair, name of customer, address, and phone number.
- (3) Water leak adjustments will reduce the per 1,000-gallon water utility usage fee by 50 percent of the usage above the customer's average water usage for three billing periods starting with the first billing period in which the leak occurred. City staff is authorized to calculate the average water usage.
  - a. For unusual or large event water leaks, hidden or difficult to detect leaks, or extended weather events, city manager has discretion to give utility customers up to a 100-percent adjustment for the first 30-day billing period of usage above the customer's average water usage. Any different or larger adjustments will require city council approval.
  - b. This adjustment does not include base water and water meter charges.
  - c. This adjustment also applies to the sewer charges and sewer surcharges for commercial customers.

( Ord. No. O-12-22 , § I, 4-25-2022)

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**Secs. 98-99—98-120. Reserved.**