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
April 22, 2024
Work Session at 3:30 p.m.
City Hall Conference Room
504 N. Queen Street
Palestine, Texas
Regular Meeting at 5:30 p.m.
City Council Chambers
504 N. Queen Street
Palestine, Texas

Zoom Link:

https://us02web.zoom.us/j/86555989361?pwd=b1lSd3E2TUJvVIE0ViszU05pRGpXdz09

Meeting ID: 865 5598 9361

Passcode: 534793

One tap mobile

+13462487799,,86555989361#,,,,*534793# 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." <u>Learn more here.</u>

Follow us live at: facebook.com/palestinetx

WORK SESSION

- 1. Discuss water utility options from KSA. Kevin Olson, PW Director
- Discuss the Water Master Plan from Freese and Nichols. Inc. Kevin Olson. PW Director
- Discuss expanding Palestine Municipal Airport hangars and taxiways. Kevin Olson, PW Director
- 4. Discussion regarding boards, commissions, and committees appointments: Palestine Economic Development Corporation and other board appointments. Chris Gibbs, Council Member
- 5. Discussion on Extraterritorial Jurisdiction (ETJ) Clarification of Process and Consideration of Dissolution. Rezzin Pullum, City Attorney

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 Achievement for the Fiscal Year 2022 Annual Comprehensive Financial Report. Andrew Sibai, Finance Director
- 2. Recognition of the Visitor Center. Mitchell Jordan, Mayor

E. CONFLICT OF INTEREST DISCLOSURES

F. CITY MANAGER'S REPORT

- 1. March 2024 Police Monthly Report
- 2. March/April 2024 Economic Development 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 April 8, 2024. April Jackson, City Secretary
- 2. Consider approval of a resolution for the Texas Community Development Block Grant No. CDV23-0354 and reaffirming adopted local Fair Housing and Civil Rights Policies, including the Citizen Participation Plan, the Excessive Force Policy, the Fair Housing Policy and Public Service Announcement, the Fair Housing Month Proclamation, the Section 504 Policy and Section 504 Self-Evaluation Form, the Code of Conduct Policy, and the Violence Against Women Act. Teresa Herrera, City Manager
- Consider approval of a resolution adopting the Financial Policies and Procedures for Federal Grant Contracts as needed for applying for a GLO Resilient Communities Program (RDP) grant. Teresa Herrera, City Manager
- 4. Consider approval of a resolution adopting the Procurement Policies and Procedures for Federal Grant Contracts as needed for applying for a GLO Resilient Communities Program (RCP) grant. Teresa Herrera, City Manager
- 5. Consider approval of the City of Palestine Farmers' Market Agreement between the City of Palestine and April and Roger Shaner. Teresa Herrera, City Manager
- 6. Consider approval of expenditures over \$25,000.00. Andrew Sibai, Finance Director
- 7. Consider approval of engineering services at the Palestine Municipal Airport. Kevin Olson, PW Director
- 8. Consider authorizing the City Manager to seek sealed bids for annual sludge removal at the Water Treatment Plant. Kevin Olson, PW Director
- 9. Consider approval of a revised contract with ETEX for phone and fiber services for a 48-month term in the amount of \$7,396.90 monthly. Andrew Sibai, Finance Director

10. Consider approval of an ordinance amending the Fiscal Year 2023-2024 budget by appropriating and setting aside the necessary funds for additional expenditures for the Palestine Economic Development Corporation in the amount of \$140,000.00. Andrew Sibai, Finance Director

H. REGULAR AGENDA

- 1. Traylor & Associates Section 3 Presentation Overview of Texas Community Development Block Grant (TxCDBG) requirements related to Section 3 of the Housing and Urban Development Act of 1968 for Grant Number CDV23-0354.
- 2. Discussion and possible action regarding a Downtown Grant Agreement between the Palestine Economic Development Corporation and The Historic Palestine Event Center in an amount not to exceed \$37,125.00. Christophe Trahan, EDC Director
- 3. Discussion and possible action regarding a Downtown Grant Agreement between the Palestine Economic Development Corporation and Palestine Community Theater, Inc. in an amount not to exceed \$60,000.00. Christophe Trahan, EDC Director

I. MAYOR'S REPORT

J. ITEMS FROM COUNCIL

K. CLOSED SESSION

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

1. Section 551.071 consultation with an attorney: pending or contemplated litigation or a settlement offer: Palestine Municipal Airport, Union Pacific Railroad, Laza, Humber, and legal advice contract negotiations for trash services.

L. RECONVENE IN REGULAR SESSION

1. Take any action necessary regarding consultation with an attorney: pending or contemplated litigation or a settlement offer: Palestine Municipal Airport, Union Pacific Railroad, Laza, Humber, and legal advice contract negotiations for trash services.

M. 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, April 19, 2024, at 3:30 p.m.**

April Jackson, City Secretary

PERSONS IN NEED OF SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, CONTACT THE CITY SECRETARY'S OFFICE VIA EMAIL AT citysecretary@palestine-tx.org or 903-731-8414.



Agenda Date: April 22, 2024
To: City Council

From: Kimberly Beckman, Public Works Admin Agenda Item: Discuss water utility options from KSA

Date Submitted: 04/17/2024

SUMMARY:

Discuss water utility options from KSA.

RECOMMENDED ACTION:

No required action.

CITY MANAGER APPROVAL:

Attachments

KSA

Maps



Proposed Water Well
Opinion of Probable Project Cost

6781 Oak Hill Boulevard Tyler, TX 75703 903.581.8141

Item No.	Description	Quantity	Unit	Unit Price	Total	
Proposed \	Water Well Located at SWTP Site		TRO :			
1.01	Mobilization, Insurance, and Bonds	1	LS	\$150,000.00	\$150,000.00	
1.02	Stormwater Pollution Prevention	1	LS	\$5,000.00	\$5,000.00	
1.03	Care of Water During Construction	1	LS	\$10,000.00	\$10,000.00	
1.04	Site Grading and Access	1	LS	\$7,500.00	\$7,500.00	
1.05	Test Hole for Production Water Well	1,400	VF	\$150.00	\$210,000.00	
1.06	Geophysical Logs	1	LS	\$17,000.00	\$17,000.00	
1.07	Test Well Development	1	L\$	\$160,000.00	\$160,000.00	
1.08	Test Well Water Sample	1	LS	\$20,000.00	\$20,000.00	
1.09	Plug and Abandon Test Well	1,400	VF	\$20.00	\$28,000.00	
1.10	Production Water Well (20-in Casing, 14-in Liner, 1,000 gpm)	1	LS	\$1,500,000.00	\$1,500,000.00	
1.11	Water Well Head	1	LS	\$30,000.00	\$30,000.00	
1.12	Chlorine Disinfection System	1	LS	\$40,000.00	\$40,000.00	
1.13	LAS Chemical Feed System	1	LS	\$30,000.00	\$30,000.00	
1.14	Chemical Injection Vaults	2	EA	\$7,500.00	\$15,000.00	
1.15	CMU Building with Concrete Slab	1	LS	\$120,000.00	\$120,000.00	
1.16	12-in C900 PVC Waterline	231	LF	\$100.00	\$23,100.00	
1.17	12-in Gate Valve	2	EA	\$4,000.00	\$8,000.00	
1.18	42"x12" RCCP Hot Tap	1	EA	\$45,000.00	\$45,000.00	
1.19	All Weather Access Road	188	SY	\$60.00	\$11,280.00	
1.20	Electrical and Controls	1	LS	\$200,000.00	\$200,000.00	
			Consti	ruction Subtotal:	\$2,629,880.00	
		Constructio	n Conti	ngences @ 20%:	\$526,000.00	
	Conceptual Opinion Of Probable Construction Cost: \$					

Additional Services: \$186,400.00

2024 Conceptual Opinion of Probable Project Cost: \$3,616,780.00

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM

REVIEW UNDER THE AUTHORITY OF JEREMY R. ORR, P.E., 124911,

ON APRIL 15, 2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

Basic Services:

\$274,500.00

Assumptions:

1. Unit costs are in 2024 dollars.

- 2. Excludes water treatment facilities for the well.
- 3. Excludes land acquisition cost.
- 4. Excludes cost for electrical service improvements and SCADA improvements
- 5. Basic Services include preliminary design, final design, and bidding.
- Additional Services include survey, plat/description preparation, TCEQ coord., TCEQ corrosivity study, electrical power system studies, construction administration, part-time RPR, and reimbursable expenses.
- 7. Additional Services assume a 8 month construction contract.
- 8. Additional services do not include land acquisition, archeological review, or environmental review.



Proposed Water Well
Opinion of Probable Project Cost

6781 Oak Hill Boulevard Tyler, TX 75703 903.581.8141

Item No.	Description	Quantity	Unit	Unit Price	Total
Proposed 1	Water Well Located off CR 372	AN ESIK III		N. S. W. S. W. W.	
1.01	Mobilization, Insurance, and Bonds	1	LS	\$150,000.00	\$150,000.00
1.02	Stormwater Pollution Prevention	1	LS	\$5,000.00	\$5,000.0
1.03	Care of Water During Construction	1	LS	\$10,000.00	\$10,000.0
1.04	Site Grading and Access	1	LS	\$50,000.00	\$50,000.0
1.05	Test Hole for Production Water Well	1,400	VF	\$150.00	\$210,000.0
1.06	Geophysical Logs	1	LS	\$17,000.00	\$17,000.0
1.07	Test Well Development	1	L\$	\$160,000.00	\$160,000.0
1.08	Test Well Water Sample	1	LS	\$20,000.00	\$20,000.0
1.09	Plug and Abandon Test Well	1,400	VF	\$20.00	\$28,000.0
1.10	Production Water Well (20-in Casing, 14-in Liner, 1,000 gpm)	1	LS	\$1,500,000.00	\$1,500,000.0
1.11	Water Well Head	1	LS	\$30,000.00	\$30,000.0
1.12	Chlorine Disinfection System	1	LS	\$40,000.00	\$40,000.0
1.13	LAS Chemical Feed System	1	LS	\$30,000.00	\$30,000.0
1.14	Chemical Injection Vaults	2	EA	\$7,500.00	\$15,000.0
1.15	CMU Building with Concrete Slab	1	LS	\$120,000.00	\$120,000.0
1.16	12-in C900 PVC Waterline	918	LF	\$100.00	\$91,800.0
1.17	12-in Gate Valve	2	EA	\$4,000.00	\$8,000.0
1.18	42"x12" RCCP Hot Tap	1	EA	\$45,000.00	\$45,000.0
1.19	Intruder Resistant Chainlink Fence	1,184	LF	\$55.00	\$65,120.0
1.20	16-ft Wide Intruder Resistant Chainlink Fence Gate	1	EA	\$2,750.00	\$2,750.0
1.21	All Weather Access Road	300	SY	\$60.00	\$18,000.0
1.22	Barbed Wire Fence Repairs	100	LF	\$15.00	\$1,500.0
1.23	Clearing and Grubbing	0.75	AC	\$7,500.00	\$5,625.0
1.24	24-in Class III RCP	36	LF	\$120.00	\$4,320.0
1.25	24-in Safety End Treatment	2	EA	\$2,500.00	\$5,000.0
1.26	Electrical and Controls	1	LS	\$250,000.00	\$250,000.0
			Const	ruction Subtotal:	\$2,882,115.0
		Constructio	n Conti	ngences @ 20%:	\$576,500.0
	Conceptual Op	inion Of Prob	able Co	nstruction Cost:	\$3,458,615.0
				Basic Services:	\$289,500.0

2024 Conceptual Opinion of Probable Project Cost: \$3,934,515.00

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REVIEW UNDER THE AUTHORITY OF JEREMY R. ORR, P.E., 124911, ON APRIL 15, 2024. IT IS NOT TO BE USED FOR CONSTRUCTION,

BIDDING, OR PERMIT PURPOSES.

Additional Services:

\$186,400.00

Assumptions:

- 1. Unit costs are in 2024 dollars.
- 2. Excludes water treatment facilities for the well.
- 3. Excludes land acquisition cost.
- 4. Excludes cost for electrical service improvements and SCADA improvements
- 5. Basic Services include preliminary design, final design, and bidding.
- Additional Services include survey, plat/description preparation, TCEQ coord., TCEQ corrosivity study, electrical power system studies, construction administration, part-time RPR, and reimbursable expenses.
- 7. Additional Services assume a 8 month construction contract.
- 8 Additional services do not include land acquisition, archeological review, or environmental review.



Proposed Raw Water Reservoir Opinion of Probable Project Cost 6781 Oak Hill Boulevard Tyler, TX 75703 903.581.8141

Item No.	Description	Quantity	Unit	Unit Price	Total
Raw Water	Reservoir (30 Day Supply @ 6 MGD Demand, 180 MG Volume)	E Pine		VIII NA	No. 3 To 1
1.01	Mobilization, Insurance, and Bonds	1	LS	\$1,750,000.00	\$1,750,000.00
1.02	Stormwater Pollution Prevention	1	LS	\$150,000.00	\$150,000.00
1.03	Care of Water During Construction	1	L\$	\$200,000.00	\$200,000.00
1.04	Site Preparation, Clearing and Grubbing	70.00	AC	\$4,500.00	\$315,000.00
1.05	Excavation	322,000	CY	\$12.00	\$3,864,000.00
1.06	Embankment	321,000	CY	\$15.00	\$4,815,000.00
1.07	2-ft Clay Liner for Reservoir Bottom	80,000	CY	\$3.50	\$280,000.00
1.08	Concrete Liner for Reservoir Side Slopes	36,500	SY	\$90.00	\$3,285,000.00
1.09	Gravel Access/Perimeter Roads	9,908	SY	\$60.00	\$594,480.00
1.10	48-in RCP	96	LF	\$200.00	\$19,200,00
1.11	Concrete Headwall	2	EA	\$15,000.00	\$30,000.00
1.12	Reservoir Inlet Structure	1	LS	\$60,000.00	\$60,000.00
1.13	Pump Wet Well Structure	1	LS	\$1,000,000.00	\$1,000,000.0
1.14	Raw Water Pumps (3.0 MGD each, 9.0 MGD Firm Capacity)	4	EA	\$120,000.00	\$480,000.0
1.15	Solar Powered Mixers	4	EΑ	\$100,000.00	\$400,000.0
1.16	Electrical Building	1	LS	\$285,000.00	\$285,000.0
1.17	Diesel Standby Generator	1	LŞ	\$300,000.00	\$300,000.0
1.18	Overflow Structure and Piping	1	LS	\$75,000.00	\$75,000.0
1.19	27" x 24" RCCP Hot Tap	1	LS	\$50,000.00	\$50,000.0
1.20	24" Gate Valve	1	EA	\$30,000.00	\$30,000.0
1.21	24" Ductile Iron Pipe	1,800	LF	\$400.00	\$720,000.0
1.22	24" Motor Operated Butterfly Valve	2	EA	\$35,000.00	\$70,000.0
1.23	24" Mag Meter Assembly	1	EA	\$45,000.00	\$45,000.0
1.24	Connect to Existing Stub out at WTP	1	LS	\$25,000.00	\$25,000.0
1.25	Hydromulch	17.00	AC	\$5,000.00	\$85,000.0
1.26	Intruder Resistant Chainlink Fence	5,309	LF	\$50.00	\$265,450.0
1.27	Electrical Service Improvements by Oncor	1	LS	\$250,000.00	\$250,000.0
1.28	Electrical and Controls	1	LS	\$1,000,000.00	\$1,000,000.0
1.29	Owners Allowance	11	_AL_	\$750,000.00	\$750,000.0
		•	Const	ruction Subtotal:	\$21,193,130.0
		Constructi	ion Cont	ingences @ 20%:	\$4,238,700.0
	Conceptual	Opinion Of Pro	bable C	onstruction Cost:	\$25,431,830.0
	· ·			Basic Services:	\$3,824,900.0
	\$1,179,200.0				
	\$30,435,930.0				

Assumptions:

- 1. Cost estimate is conceptual only. Unit costs are in 2024 dollars.
- 2. Excludes land acquisition cost.
- 3. Excludes cost for SCADA improvements
- 5. Basic Services include preliminary design, final design, and bidding.
- Additional Services include study and report, construction administration, design survey, construction administration, part-time RPR, and reimbursable expenses.
- 7. Additional Services assume a 18 month construction contract.
- 8. Additional services do not include land acquisition, archeological review, or environmental review.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JEREMY R. ORR, P.E., 124911, ON APRIL 11, 2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.



Well 4 Rehabilitation
Opinion of Probable Project Cost

6781 Oak Hill Boulevard Tyter, TX 75703 903.581,8141

Item No.	Description	Quantity	Unit	Unit Price	Total	
Located N	ortheast of Loop 256 & N Jackson Street Intersection - State Well No. 3811902		XIII		TOTAL	
1.01	Mobilization, Insurance, and Bonds	1	LS	\$75,000.00	\$75,000.00	
1.02	Stormwater Pollution Prevention	1	ا کا	\$5,000.00	\$5,000.00	
1.03	Care of Water During Construction	1	LS	\$7,500.00	\$7,500.00	
1.04	Camera Survey of Well	1	LS	\$3,000.00	\$3,000.00	
1.05	Well Cleaning and Disinfection (Jet, Brush and Swab Well Screens, Chlorine solution injection, Camera Survey, Report with Recommendations)	1	L\$	\$50,000.00	\$50,000.00	
1.06	Vertical Turbine Well Pump Assembly (1,000 gpm, 300 hp)	1	LS	\$430,000.00	\$430,000.00	
1.07	Well Head Discharge Piping and Valves	1	LS	\$30,000.00	\$30,000.00	
1.08	Chlorine Disinfection System (150 Cylinders, Chlorinators)	1	ا کا	\$40,000.00	\$40,000.00	
1.09	LAS Chemical Feed System (Duplex Chemical Feed Skids and Storage Tank)	1	LS	\$30,000.00	\$30,000.00	
1.10	Chemical Injection Vaults	2	EA	\$7,500.00	\$15,000.00	
1.11	CMU Building with Concrete Slab	1	LS	\$120,000.00	\$120,000.00	
1.12	Chainlink Fence Repairs	100	LF	\$60.00	\$6,000.00	
1.13	Hydromulch	0.50	AC	\$4,500.00	\$2,250.00	
1.15	Electrical and Controls	1	LŞ	\$150,000.00	\$150,000.00	
			Constr	uction Subtotal:	\$963,750.00	
		Constructio	n Conti	ngences @ 20%:	\$192,800.00	
	Conceptual Opini	on Of Proba	able Co	nstruction Cost:	\$1,156,550.0	
Basic Services: \$1						
			Add	ditional Services:	\$175,200.0	

2024 Conceptual Opinion of Probable Project Cost: \$1,475,950.00

Assumptions:

1. Unit costs are in 2024 dollars.

AUTHORITY OF JEREMY R. ORR, P.E., 124911, ON APRIL 15, 2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

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- 3. Excludes improvements to the existing site piping, ground storage tanks, pump station, etc.
- 4. Excludes cost for electrical service improvements and SCADA improvements
- 5. Basic Services include preliminary design, final design, and bidding.
- Additional Services include TCEQ coord., TCEQ corrosivity study, electrical power system studies, construction administration, part-time RPR, and reimbursable expenses.

2. Excludes water treatment improvements for the well. No assessment of the water quality of the wells has been made by KSA.

7. Additional Services assume a 6 month construction contract.



Well 3 Rehabilitation
Opinion of Probable Project Cost

6781 Oak Hill Boulevard Tyler, TX 75703 903.581.8141

Item No.	Description	Quantity	Unit	Unit Price	Total
Located No	orth of 5 Loop 256 & S Sycamore Street Intersection - State Well No. 3819301	LI IN IN			
1.01	Mobilization, Insurance, and Bonds	1	LŞ	\$75,000.00	\$75,000.00
1.02	Stormwater Pollution Prevention	1	LS	\$5,000.00	\$5,000.00
1.03	Care of Water During Construction	1	LS	\$7,500.00	\$7,500.00
1.04	Camera Survey of Well	1	اکا	\$3,000.00	\$3,000.00
1.05	Well Cleaning and Disinfection (Jet, Brush and Swab Well Screens, Chlorine solution injection, Camera Survey, Report with Recommendations)	1	LS	\$50,000.00	\$50,000.00
1.06	Vertical Turbine Well Pump Assembly (1,000 gpm, 300 hp)	1	LS	\$445,000.00	\$445,000.00
1.07	Well Head Discharge Piping and Valves	1	LS.	\$30,000.00	\$30,000.00
1.08	Chlorine Disinfection System (150 Cylinders, Chlorinators)	1	LS	\$40,000.00	\$40,000.00
1.09	LAS Chemical Feed System (Duplex Chemical Feed Skids and Storage Tank)	1	ایا	\$30,000.00	\$30,000.00
1.10	Chemical Injection Vaults	2	EA	\$7,500.00	\$15,000.00
1.11	CMU Building with Concrete Slab	1	LS	\$120,000.00	\$120,000.00
1.12	Chainlink Fence Repairs	100	LF	\$60.00	\$6,000.00
1.13	Hydromulch	0.50	AC	\$4,500.00	\$2,250.00
1.15	Electrical and Controls	1	یا	\$150,000.00	\$150,000.00
		•	Constr	uction Subtotal:	\$978,750.00
		Constructio	n Conti	ngences @ 20%:	\$195,800.00
	Conceptual Opini	on Of Prob	able Co	nstruction Cost:	\$1,174,550.00
				Basic Services:	\$145,700.00
			Add	ditional Services:	\$175,200.00

2024 Conceptual Opinion of Probable Project Cost: \$1,495,450.00

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JEREMY R. ORR, P.E., 124911, ON APRIL 15, 2024. IT IS NOT TO BE

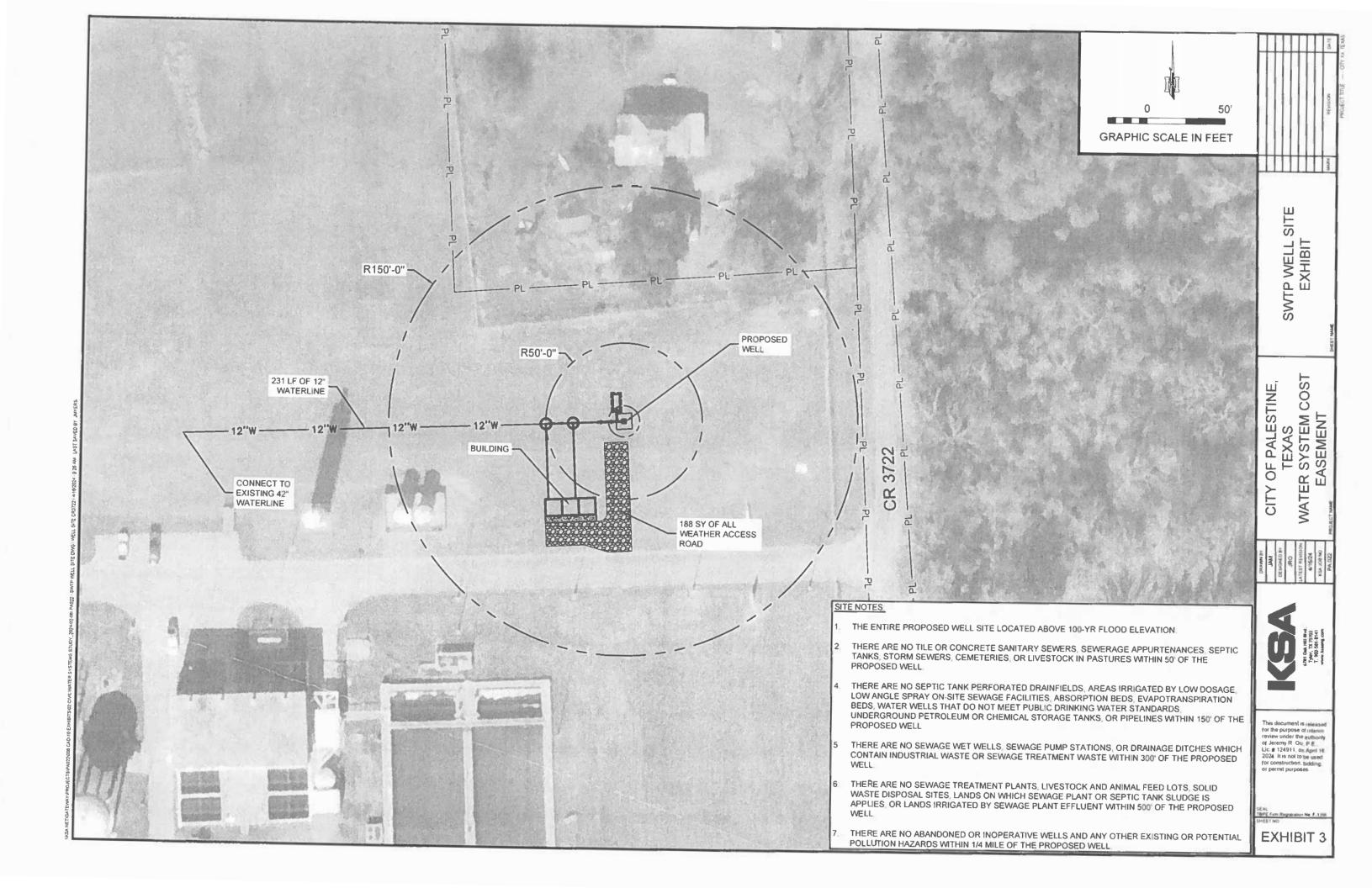
USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

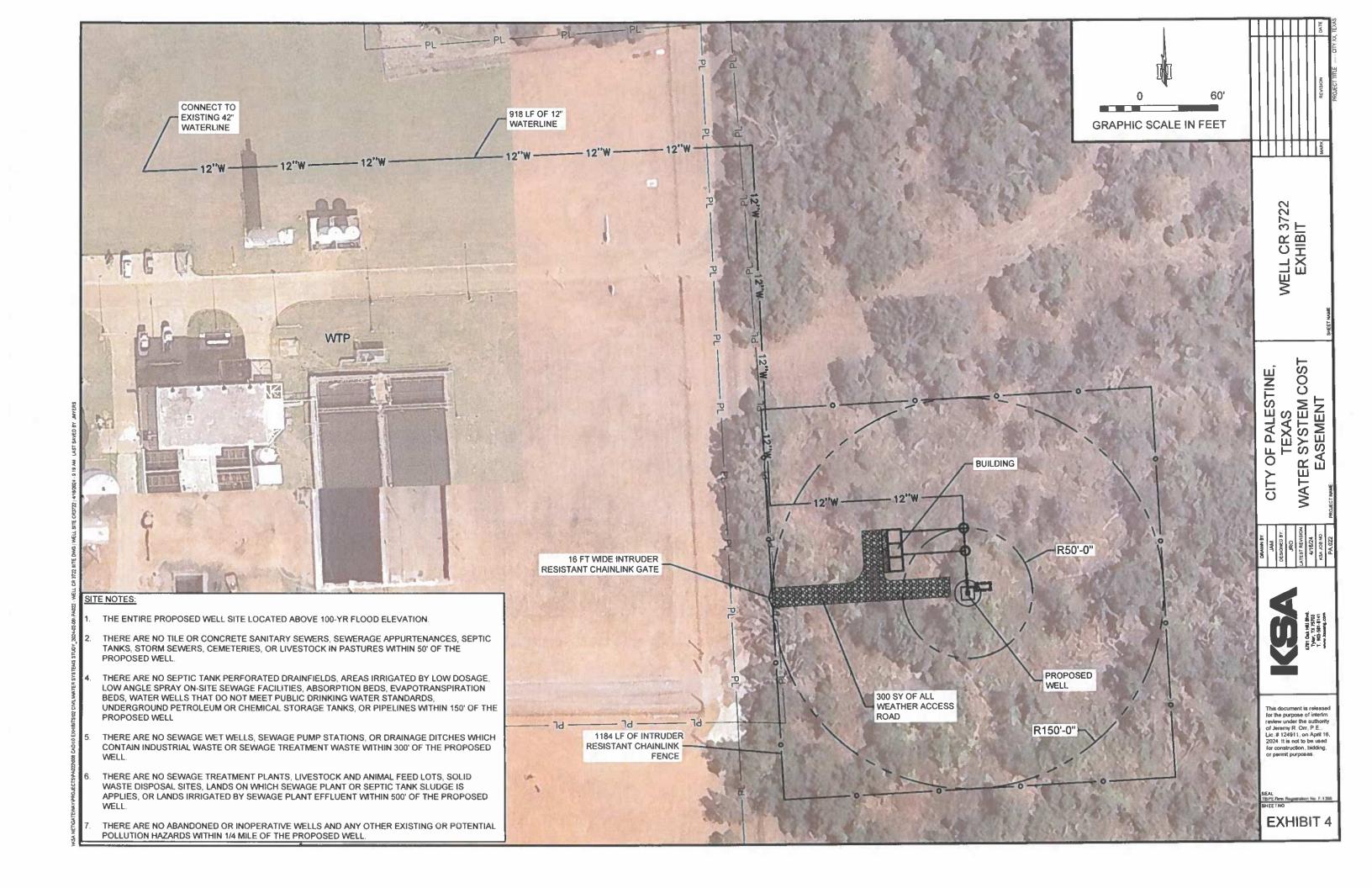
Assumptions:

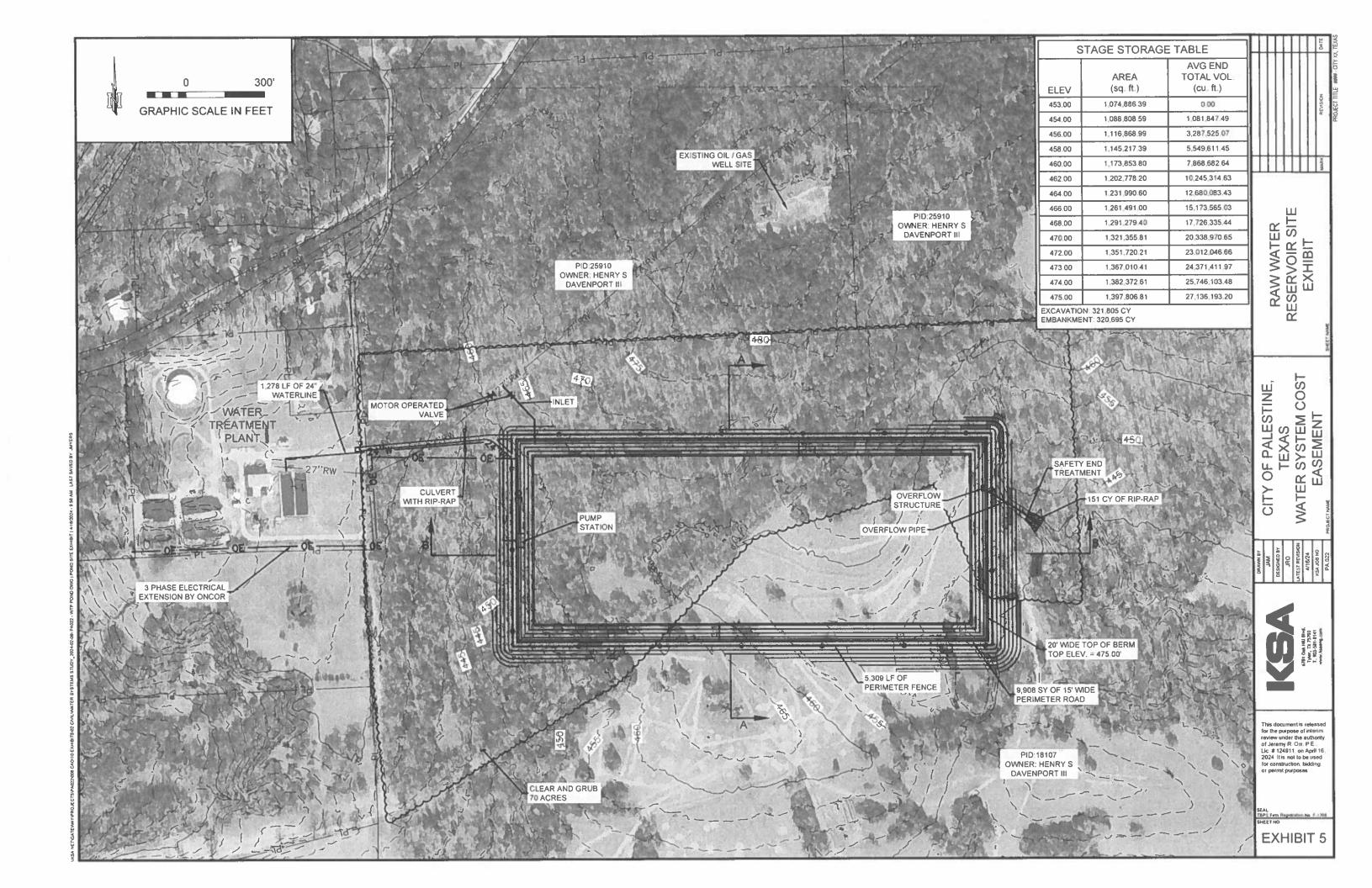
1. Unit costs are in 2024 dollars.

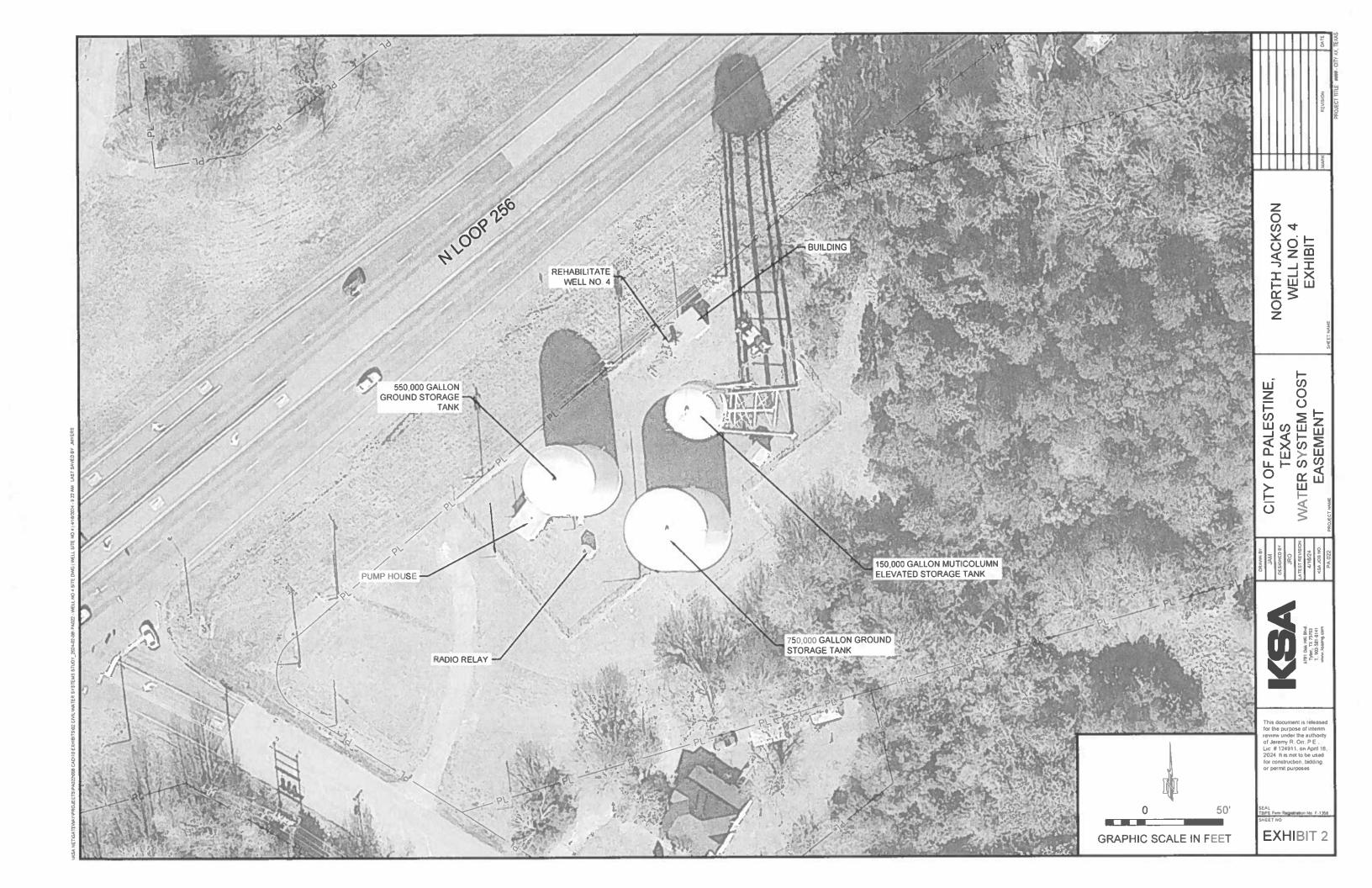
2. Excludes water treatment improvements for the well. No assessment of the water quality of the wells has been made by KSA.

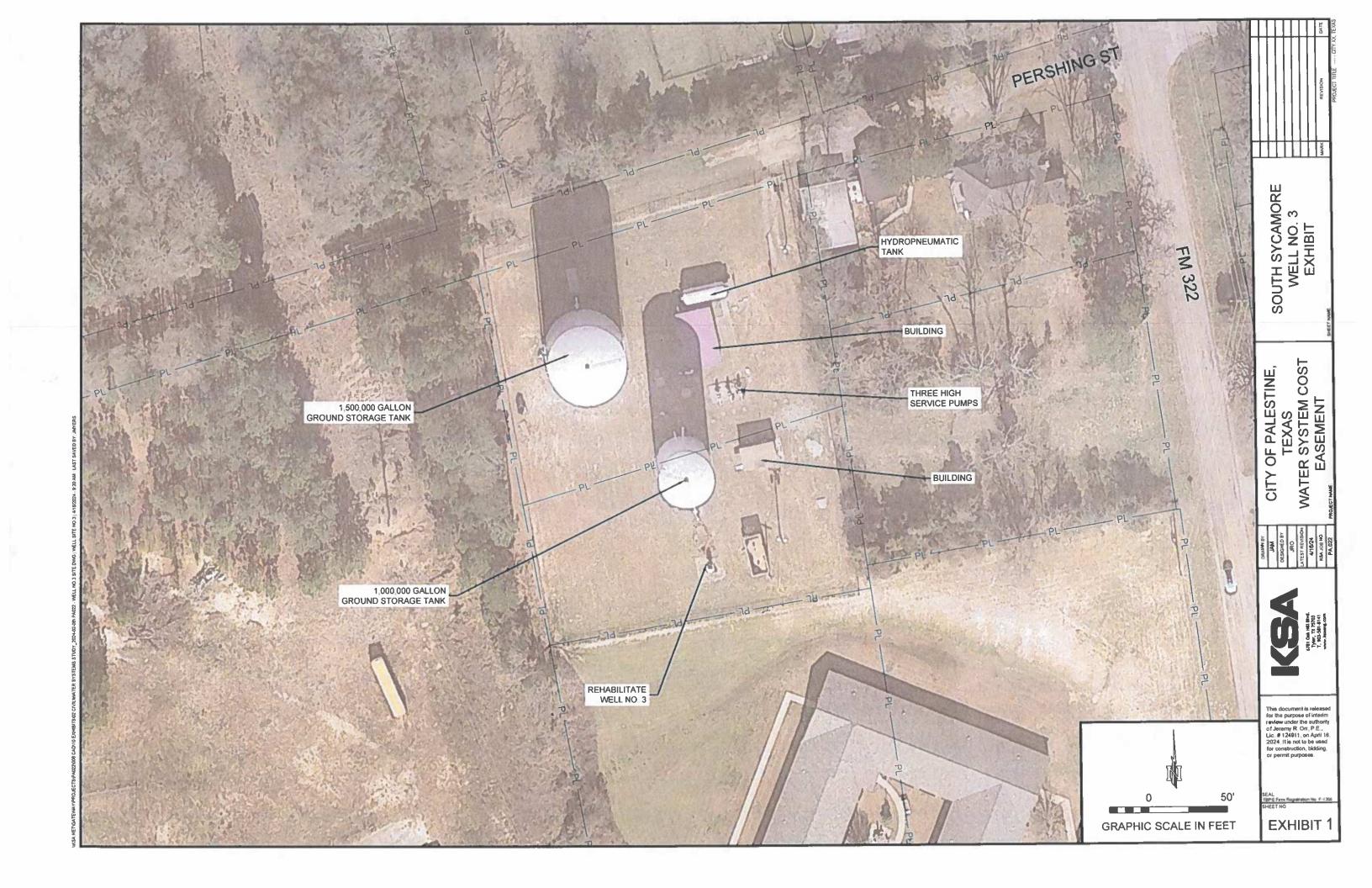
- 3. Excludes improvements to the existing site piping, ground storage tanks, pump station, etc.
- 4. Excludes cost for electrical service improvements and SCADA improvements
- 5. Basic Services include preliminary design, final design, and bidding.
- Additional Services include TCEQ coord., TCEQ corrosivity study, electrical power system studies, construction administration, part-time RPR, and reimbursable expenses.
- 7. Additional Services assume a 6 month construction contract.













Agenda Date: April 22, 2024
To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Discuss Water Master Plan from Freese and Nichols, Inc.

Date Submitted: 04/17/2024

SUMMARY:

Discuss the Water Master Plan from Freese and Nichols, Inc.

RECOMMENDED ACTION:

No required action.

CITY MANAGER APPROVAL:

Attachments

Report

Мар

Entire Report





Table 6-1: Water CIP Cost Summary

Project Number	Project Name		Cost
PHAT I'M	Existing Condition Improvements	ψ'n.	31 Feb. 11
1	16-inch Downtown Water Line Replacement	\$	5,880,000
2	Martin Luther King Jr Boulevard 16-inch Water Line Replacement and Variah Street 12-inch Extension	\$	3,893,800
3	W Oak Street 12-inch Water Line Replacement and 10-inch 7th Street Water Line Extension	\$	3,544,400
4	Central and Lower Pressure Plane 12-inch Water Line Replacement	\$	2,839,200
5	Loop 256 20-inch Water Line Replacement	\$	2,090,400
6	Loop 256 16-inch Water Line Replacement	\$	4,305,600
7	S Sycamore Street 16-inch Water Line Replacement	\$	2,995,200
	Existing Total	S	25,548,600
	Future Growth Improvements		
8	Water Treatment Plant High Service Pump Station Expansion	\$	12,402,000
9	State HW 155 12-inch Water Line Replacement and Extension	\$	2,414,900
10	E Palestine Avenue 12-inch Water Line Replacement	\$	1,856,400
11	Crockett Road 12/16-inch Water Line Replacement	\$	3,026,400
12	12-inch South Loop Water Line	\$	15,802,800
	Future Total	\$	35,502,500
	Water CIP Total	\$	61,051,100





MAPS Capital Improvement Cost Estimate

March 2024

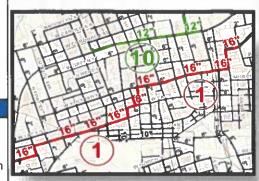
Construction Project Number:

Project Driver: Existing Deficiency

Project Name: 16-inch Downtown Water Line Replacement

Project Description: Vicinity Map

This improvement consists of the construction of a 16-inch water line replacing the existing 10/12-inch water line from Head Street to Texas Avenue. This improvement also includes the construction of a 8-inch water line replacing the existing 6-inch water line along W Lacy Street from N Queen Street to N Rainey Street.



Project Drivers:

This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes.

This improvement will also increase looping and redundancy within the system.

	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	16" WL & Appurtenances	8,900	LF	\$ 320	\$	2,848,000			
2	8" WL & Appurtenances	120	LF	\$ 160	\$	19,200			
3	Concrete Pavement Repair	9,020	LF	\$ 100	\$	902,000			
				SUBTOTAL:	\$	3,769,200			
l		CONTIN	GENCY	30%	\$	1,130,800			
l				SUBTOTAL:	\$	4,900,000			
l		ENG/SURVEY 20%			\$	980,000			
	SUBTOTAL:					5,880,000			
and the second	Estimated Project Total:					5,880,000			





Capital Improvement Cost Estimate

March 2024 **Project Driver: Existing Deficiency**

Construction Project Number:

Martin Luther King Jr Boulevard 16-inch Water Line Replacement and Variah Street

Vicinity Map

Project Name: 12-inch Extension

Project Description:

This improvement consists of the construction of 16-inch water line replacing the existing 12-inch water line along Martin Luther King Jr Boulevard from Texas Avenue to Robinson Street. This project also includes a 12-inch water line replacing the existing 10-inch water line along Variah Street and will extend south to connect with the existing 8-inch water line at W Palestine Avenue and W Oak Street.

Project Drivers:

This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes. This improvement will also increase looping and redundancy within the system.

	Opinion of Pro	bable Constru	ction Co	st		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT	PRICE	TOTAL
1	16" WL & Appurtenances	3,000	LF	\$	320	\$ 960,000
2	12" WL & Appurtenances	3,200	LF	\$	240	\$ 768,000
3	Concrete Pavement Repair	4,200	LF	\$	100	\$ 420,000
4	ROW/Easement	58,000	SF	\$	6	\$ 348,000
	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			SUB	TOTAL:	\$ 2,496,000
		CONTING	GENCY	3	10%	\$ 748,800
			WW.	SUB	TOTAL:	\$ 3,244,800
		ENG/SU	IRVEY	2	20%	\$ 649,000
				SUB	TOTAL:	\$ 3,893,800
	Estimated Project Total: \$					\$ 3,893,800





Capital Improvement Cost Estimate

March 2024

Construction Project Number: 3

Project Driver: Existing Deficiency

W Oak Street 12-inch Water Line Replacement and 10-inch 7th Street Water Line

Project Name: Extension

Project Description:

Vicinity Map

This improvement consists of the construction of a 12-inch water line replacing the existing 6/10-inch water line along W Palestine Avenue and W Oak Streett between Court Drive and W Point Tap Road. This improvement also includes the replacement of the existing 8/6-inch water line at Westwood Road and 7th Street with a 10-inch water line along 7th Street from Westwood Road to the proposed 12-inch water line along W Oak Street.

Project Drivers:

This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes. This improvement will also increase looping and redundancy within the system.



	Opinion of Probable Construction Cost						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL	
1	12" WL & Appurtenances	5,800	LF	\$ 240	\$	1,392,000	
2	10" WL & Appurtenances	1,000	LF	\$ 200	\$	200,000	
3	Concrete Pavement Repair	6,800	LF	\$ 100	\$	680,000	
				SUBTOTAL:	\$	2,272,000	
l		CONTING	SENCY	30%	\$	681,600	
l				SUBTOTAL:	\$	2,953,600	
		ENG/SU	RVEY	20%	\$	590,800	
	5.0%			SUBTOTAL:	\$	3,544,400	
	Estimated Project Total: 5					3.544.400	





Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Existing Deficiency

Central and Lower Pressure Plane 12-inch Water Line Replacement **Project Name:**

Project Description: Vicinity Map

This improvement consists of the construction of a 12-inch water line replacing the existing 8-inch water line along W Oak Street between Point Tap Road and Tile Factory Road.

Project Drivers:

This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes. This improvement will also increase looping and redundancy within the system.



Opinion of Probable Construction Cost						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	12" WL & Appurtenances	5,500	LF	\$ 240	\$	1,320,000
2	Concrete Pavement Repair	5,000	LF	\$ 100	\$	500,000
				SUBTOTAL:	\$	1,820,000
		CONTING	SENCY	30%	\$	546,000
		1528		SUBTOTAL:	\$	2,366,000
		ENG/SU	RVEY	20%	\$	473,200
	La Company de la			SUBTOTAL:	\$	2,839,200
	Estimated Project Total: 0					





Capital Improvement Cost Estimate

Construction Project Number:

March 2024

Vicinity Map

Project Driver: Existing Deficiency

Project Name: Loop 256 20-inch Water Line Replacement

Project Description:

This improvement consists of the construction of a 20-inch water line replacing the existing 12-inch water line along N Loop 256 between E Palestine Avenue and State HW 156.

Project Drivers:

This improvement will increase the transmission capacity to the North Jackson Pump Station and increase looping and redundancy within the system.



	Opinion of Prob	able Constru	iction Co	st		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	20" WL & Appurtenances	3,100	LF	\$ 400	\$	1,240,000
2	Concrete Pavement Repair	1,000	LF	\$ 100	\$	100,000
	19 000					
				SUBTOTAL:	\$	1,340,000
		CONTING	SENCY	30%	\$	402,000
				SUBTOTAL:	\$	1,742,000
		ENG/SU	RVEY	20%	\$	348,400
	T.		8 1	SUBTOTAL:	\$	2,090,400
	Estimated Project Total:					2,090,400





SET Capital Improvement Cost Estimate

Construction Project Number:

March 2024 **Project Driver: Existing Deficiency**

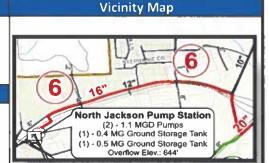
Loop 256 16-inch Water Line Replacement

Project Name: Project Description:

This improvement consists of the construction of a 16-inch water line replacing the existing 12-inch water line along N Loop 256 between State HW 156 and the North Jackson Pump Station.

Project Drivers:

This improvement will increase the transmission capacity to the North Jackson Pump Station and increase looping and redundancy within the system.



	Opinion of Probable Construction Cost						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL	
1	16" WL & Appurtenances	8,000	LF	\$ 320	\$	2,560,000	
2	Concrete Pavement Repair	2,000	LF	\$ 100	\$	200,000	
			-	SUBTOTAL:	\$	2,760,000	
		CONTING	GENCY	30%	\$	828,000	
		no suc me		SUBTOTAL:	\$	3,588,000	
		ENG/SU	RVEY	20%	\$	717,600	
				SUBTOTAL:	\$	4,305,600	
	Estimated Project Total:					4,305,600	





EXECUTE: Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Existing Deficiency

Project Name: S Sycamore Street 16-inch Water Line Replacement

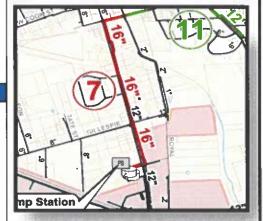
Project Description:

Vicinity Map

This improvement consists of the construction of a 16-inch water line replacing the existing 12-inch water line along S Sycamore Street between W Huffsmith Street and the South Sycamore Pump Station.

Project Drivers:

This improvement will increase the transmission capacity to the South Sycamore Pump Station and increase looping and redundancy within the system.



Opinion of Probable Construction Cost						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	16" WL & Appurtenances	4,500	LF	\$ 320	\$	1,440,000
2	30" Boring and Casing	150	LF	\$ 600	\$	90,000
3	Concrete Pavement Repair	3,900	LF	\$ 100	\$	390,000
				SUBTOTAL:	\$	1,920,000
		CONTING	SENCY	30%	\$	576,000
İ				SUBTOTAL:	\$	2,496,000
		ENG/SU	RVEY	20%	\$	499,200
				SUBTOTAL:	\$	2,995,200
	Estimated Project Total:				\$	2,995,200





EMPT Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Future Growth

Project Name: Water Treatment Plant High Service Pump Station Expansion

Project Description: Vicinity Map

This improvement consists of the construction of a 1.0 MGD clearwell at the Water Treatment Plant. This improvement also includes replacing the existing 3.67 MGD pump at the Water Treatment Plant High Service Pump Station with a 4.75 MGD pump to increase the firm capacity to 10.0 MGD.



Project Drivers:

This improvement will increase the pumping and storage capacity at the Water Treatment Plant to serve the future growth in the Central, Upper, and South Pressure Planes.

Opinion of Probable Construction Cost						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	1.0 MG Clearwell	1	LS	\$ 2,250,000	\$	2,250,000
2	4.75 MGD Pump	1	LS	\$ 5,700,000	\$	5,700,000
	* ** ***					
				SUBTOTAL:	\$	7,950,000
l		CONTING	GENCY	30%	\$	2,385,000
l				SUBTOTAL:	\$	10,335,000
l		ENG/SU	RVEY	20%	\$	2,067,000
				SUBTOTAL:	\$	12,402,000
Estimated Project Total:				\$	12,402,000	





Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Future Growth

Project Name: State HW 155 12-inch Water Line Replacement and Extension

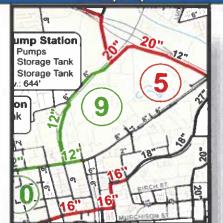
Project Description:

Vicinity Map

This improvement consists of the construction of a 12-inch water line replacing the existing 6-inch water line along State HW 155 between Kickapoo Street and E Palestine Avenue. This improvement also includes the construction of a 12-inch water line connecting the proposed 20-inch water line at State HW 155 and Brushy Creek Road to the proposed 12-inch water line at State HW 155 and Kickapoo Street.

Project Drivers:

This improvement will provide additional transmission capacity through the central part of the City to serve future growth in the Central and Upper Pressure Planes. This improvement will also improve looping and redundancy within the system.



	Opinion of Pro	obable Constru	iction Cos	st		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	12" WL & Appurtenances	4,000	LF	\$ 240	\$	960,000
2	Concrete Pavement Repair	3,900	LF	\$ 100	\$	390,000
3	ROW/Easement	33,000	SF	\$ 6	\$	198,000
				SUBTOTAL:	\$	1,548,000
		CONTING	GENCY	30%	\$	464,400
		SUBTOTAL		SUBTOTAL:	\$	2,012,400
		ENG/SU	RVEY	20%	\$	402,500
				SUBTOTAL:	\$	2,414,900
		Fe	timated I	Project Total:	ė	2.414.900





Capital Improvement Cost Estimate

March 2024

Construction Project Number: 10

Project Driver: Future Growth

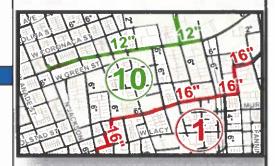
Project Name: E Palestine Avenue 12-inch Water Line Replacement

Project Description: Vicinity Map

This improvement consists of the construction of a 12-inch water line replacing the existing 6-inch water line along E Palestine Avenue between N Mallard Street and N Jackson Street.

Project Drivers:

This improvement will provide additional transmission capacity through the central part of the City to serve future growth in the Central and Upper Pressure Planes. This improvement will also improve looping and redundancy within the system.



	Opinion of Pro	bable Constru	iction Co	st	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	3,500	LF	\$ 240	\$ 840,000
2	Concrete Pavement Repair	3,500	LF	\$ 100	\$ 350,000
				SUBTOTAL:	\$ 1,190,000
		CONTING	GENCY	30%	\$ 357,000
l				SUBTOTAL:	\$ 1,547,000
		ENG/SU	IRVEY	20%	\$ 309,400
				SUBTOTAL:	\$ 1,856,400
		Es	timated I	Project Total:	\$ 1,856,400





MET Capital Improvement Cost Estimate

March 2024

Construction Project Number: 13

Project Driver: Future Growth

Vicinity Map

Project Name: Crockett Road 12/16-inch Water Line Replacement

Project Description:

This improvement consists of the construction of a 16-inch water line replacing the existing 12-inch water line along E Huffsmith Street between S Sycamore Street and Crockett Road. This improvement also consists of the construction of a 12-inch water line replacing the existing 8-inch water line along Crockett Road between E Huffsmith Street and Crestline Drive.



Project Drivers:

This improvement will provide additional transmission capacity to service future developments in the southeast part of the system.

Opinion of Probable Construction Cost							
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL	
1	16" WL & Appurtenances	2,400	LF	\$ 320	\$	768,000	
2	12" WL & Appurtenances	2,800	LF	\$ 240	\$	672,000	
3	Concrete Pavement Repair	5,000	LF	\$ 100	\$	500,000	
				SUBTOTAL:	\$	1,940,000	
		CONTING	SENCY	30%	\$	582,000	
				SUBTOTAL:	\$	2,522,000	
		ENG/SU	RVEY	20%	\$	504,400	
		N. C.		SUBTOTAL:	\$	3,026,400	
Estimated Project Total:					\$	3,026,400	





Capital Improvement Cost Estimate

March 2024

Construction Project Number: 12

Project Driver: Future Growth

Vicinity Map

Project Name: 12-inch South Loop Water Line

Project Description:

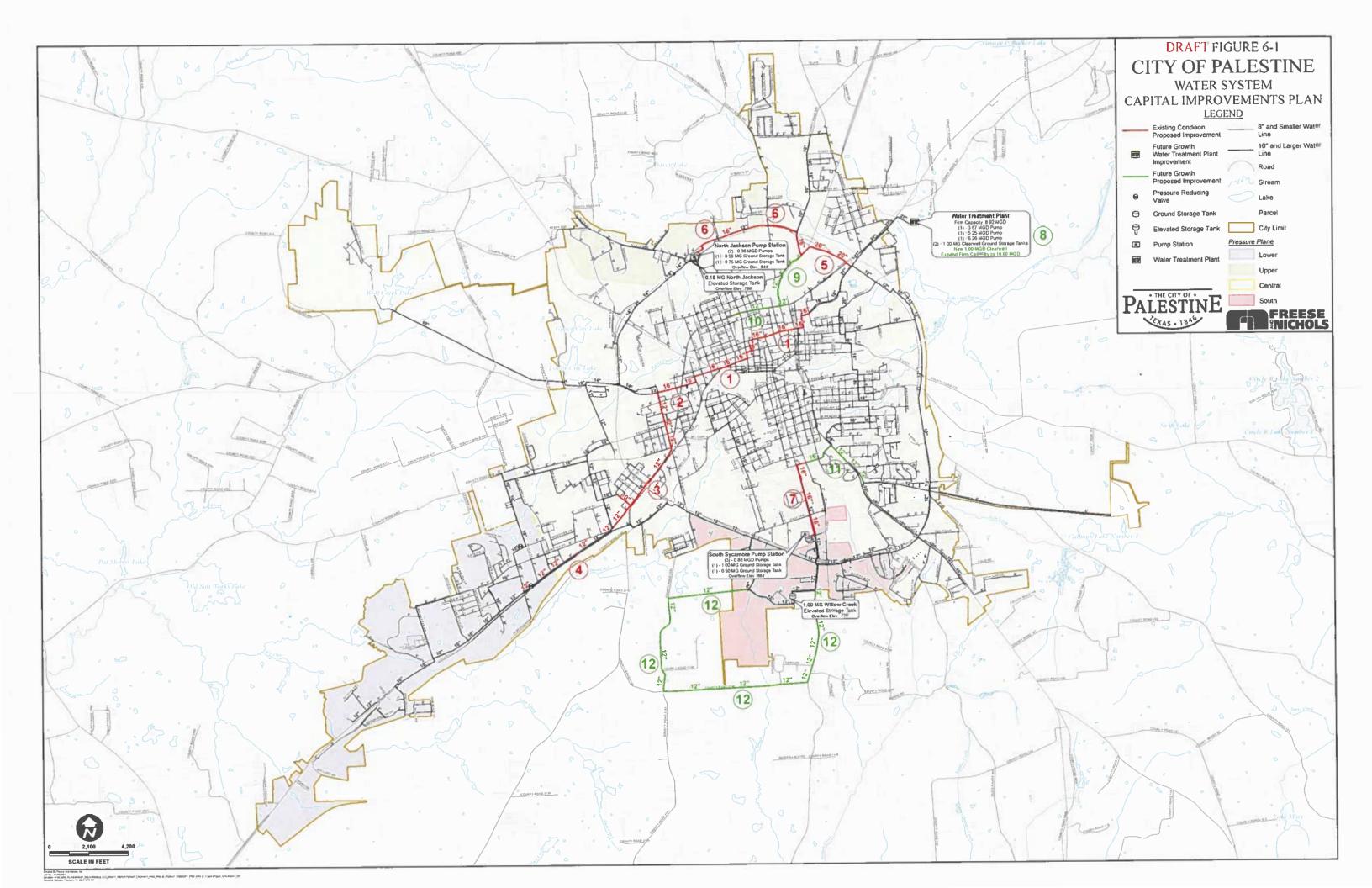
This improvement consists of the construction of a 12-inch water line looping from the existing 12-inch water line along S Sycamore Street near the Willow Creek EST west along Anderson County Road 2140, and north along Anderson County Road 2101 looping back to the existing 12-inch along Willow Creek Parkway.

12 1.4 MW William Crush Envished Storage Tank Order Dru 779

Project Drivers:

This improvement will provide water service to potential future development in the South Pressure Plane. This project will also provide increased transmission capacity, looping, and fire flow capacity.

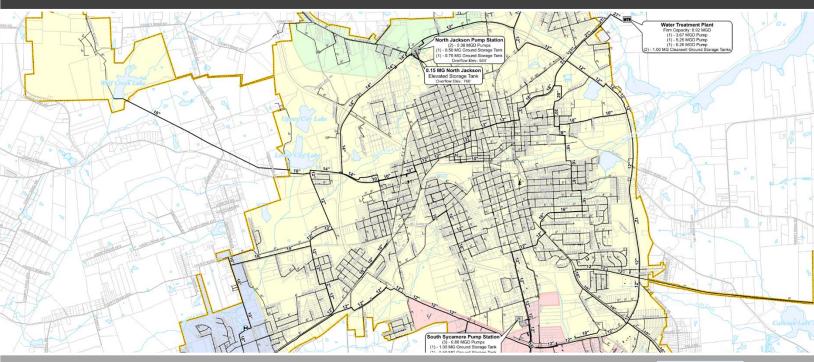
	Opinion of Pro	obable Constru	ction Co	st		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	12" WL & Appurtenances	23,000	LF	\$ 240	\$	5,520,000
2	Concrete Pavement Repair	18,500	LF	\$ 100	\$	1,850,000
3	ROW/Easement	460,000	SF	\$ 6	\$	2,760,000
	360					
				SUBTOTAL:	\$	10,130,000
		CONTING	SENCY	30%	\$	3,039,000
				SUBTOTAL:	\$	13,169,000
		ENG/SU	RVEY	20%	\$	2,633,800
				SUBTOTAL:	\$	15,802,800
		Est	timated I	Project Total:	Ś	15,802,800





DRAFT Water Master Plan Update

March 2024



City of Palestine



PREPARED BY: FREESE AND NICHOLS, INC. 801 CHERRY STREET, SUITE 2800 FORT WORTH, TEXAS 76102 817-735-7300







Innovative approaches
Practical results
Outstanding service

DRAFT

2023 Water Master Plan Update

Prepared for:

City of Palestine

DRAFT

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF <u>MAZEN KAWASMI</u>, P.E., TEXAS NO. <u>106100</u> ON <u>MARCH 5, 2024</u>. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE AND NICHOLS, INC.

TEXAS REGISTERED ENGINEERING FIRM F- 2144

DRAFT

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FREESE AND NICHOLS, INC.

TEXAS REGISTERED ENGINEERING FIRM F- 2144

Prepared by:

FREESE AND NICHOLS, INC.

801 Cherry Street, Suite 2800 Fort Worth, Texas 76102 817-735-7300

FNI Project Number: PLT22291





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1.0 INTRODUCTION

The City of Palestine (City) contracted with Freese and Nichols, Inc. (FNI) to perform an update to the Water Master Plan in March 2022. This report details the existing performance of the system and identifies improvements to address existing deficiencies and future growth. Water usage data was reviewed to determine trends and project demands for the system evaluation. Based on the evaluation, a phased Capital Improvement Plan (CIP) through buildout was developed. The recommended improvements will serve as a basis for the design, construction, and financing of linear assets and facilities required to meet the City's future system needs.

1.1 Scope of Work

The scope of work consisted of the following major tasks:

- Population and Water Demands Update: Population and water demand projections for existing, near-term (5-year), intermediate-term (10-year), and long-term (buildout) conditions were developed using future land use assumptions and design criteria. These projections were developed for each pressure plane within the City's Extraterritorial Jurisdiction (ETJ).
- Field Pressure Testing and Water Model Update/Calibration: FNI utilized Autodesk® InfoWater Pro to build the City's hydraulic water model. FNI utilized the latest Geographic Information System (GIS) information to add new lines and facilities to the model to obtain the most up-to-date representation of the water distribution system. Field pressure monitoring was conducted from July 6 through July 20, 2022, to gather pressure data throughout the distribution system, which was used in the model calibration process.
- <u>Distribution System Hydraulic Capacity Analysis:</u> The existing and future water distribution system was evaluated under maximum day and peak hour demand conditions to determine where pressure issues occur, if storage tanks are operating properly, and if pumping facilities are adequate to meet the demand. The water system evaluations were used to develop and provide recommendations for future supply, pumping, elevated storage, and ground storage capacity requirements.
- Water System Capital Improvement Plan and Water Master Plan Report: The hydraulic model
 was utilized to prepare a CIP to serve the projected buildout demands. Planning level cost
 estimates in 2024 dollars, including engineering and contingencies, were developed for each





recommended project. A prioritized list of projects was prepared to address existing and projected deficiencies in the water system and to extend service to future customers.

1.2 List of Abbreviations

The frequently used abbreviations in this report are presented in **Table 1-1**.

Table 1-1: List of Abbreviations

Abbreviation	Actual
ACR	Alternative Capacity Requirement
CBG	Census Block Group
CIP	Capital Improvement Plan
City	City of Palestine
СРР	Central Pressure Plane
EST	Elevated Storage Tank
ETJ	Extra-Territorial Jurisdiction
FNI	Freese and Nichols, Inc.
fps	Feet per Second
ft	Feet
gal	Gallons
GIS	Geographic Information System
gpcd	Gallons per Capita per Day
gpm	Gallons per Minute
GST	Ground Storage Tank
LPP	Lower Pressure Plane
MG	Million Gallons
MGD	Million Gallons per Day
MDD	Maximum Day Demand
OPCC	Opinion of Probable Construction Cost
PRV	Pressure Reducing Valve
psi	Pounds per Square Inch
SCADA	Supervisory Control and Data Acquisition
SPP	South Pressure Plane
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
UPP	Upper Pressure Plane
WTP	Water Treatment Plant





2.0 HISTORICAL AND PROJECTED POPULATION

2.1 Historical Population

FNI reviewed the City's historical population data collected from the U.S. Census Bureau. The City's historical population growth rate since 2012 is, on average, lower than that experienced between 2000 and 2011. Based on the U.S. Census Bureau data, the City has maintained a growth rate of approximately 0.39%, 0.22%, and 1.03% over the last twenty, ten, and five years, respectively. **Table 2-1** includes the historical population and associated growth rates.

Table 2-1: Historical Population Growth

	U.S. Census Historical Population		
Year	City Population Growth (%)		
2000	17,598		
2001	17,722	0.70%	
2002	17,846	0.70%	
2003	17,969	0.69%	
2004	18,093	0.69%	
2005	18,217	0.69%	
2006	18,341	0.68%	
2007	18,464	0.67%	
2010	18,712	1.34%	
2011	18,544	-0.90%	
2012	18,446	-0.53%	
2013	18,323	-0.67%	
2014	18,136	-1.02%	
2015	18,024	-0.62%	
2016	18,084	0.33%	
2017	18,056	-0.15%	
2018	17,877	-0.99%	
2019	17,713	-0.92%	
2020	18,544	4.69%	
2021	18,756	1.14%	
2022	18,981	1.20%	
20-Yea	ar Average Growth Rate	0.39%	
10-Yea	ar Average Growth Rate	0.22%	
5-Yea	ar Average Growth Rate	1.03%	





2.2 Population Projections

FNI worked with City staff to develop and distribute the projected population. Population projections from the U.S. Census Bureau Census Block Group (CBG) data were used as a starting point. Information on known developments provided by City staff was used to adjust the population projections. **Table 2-2** summarizes the updated population projections, and **Figure 2-1** depicts the historical and projected populations for the City of Palestine. For this study, an average annual growth rate of 0.50% was utilized based on recent growth trends and direction from City staff. **Figure 2-2** illustrates the existing, 5-year, 10-year, and buildout population by CBG. For the purposes of this study, buildout was assumed to occur by 2053.

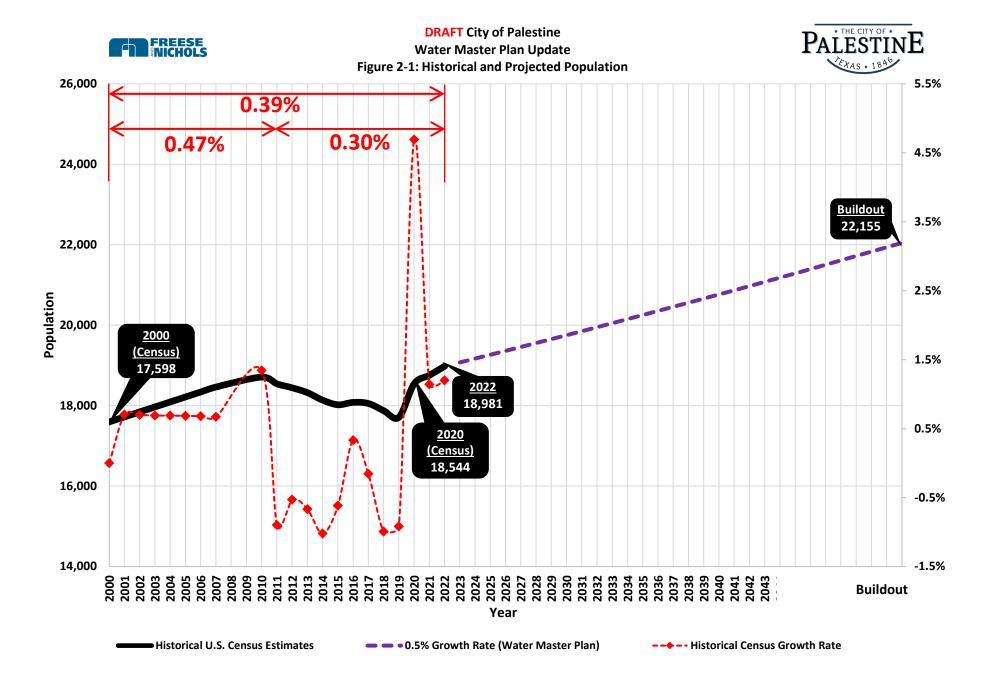
Table 2-2: Population Projections

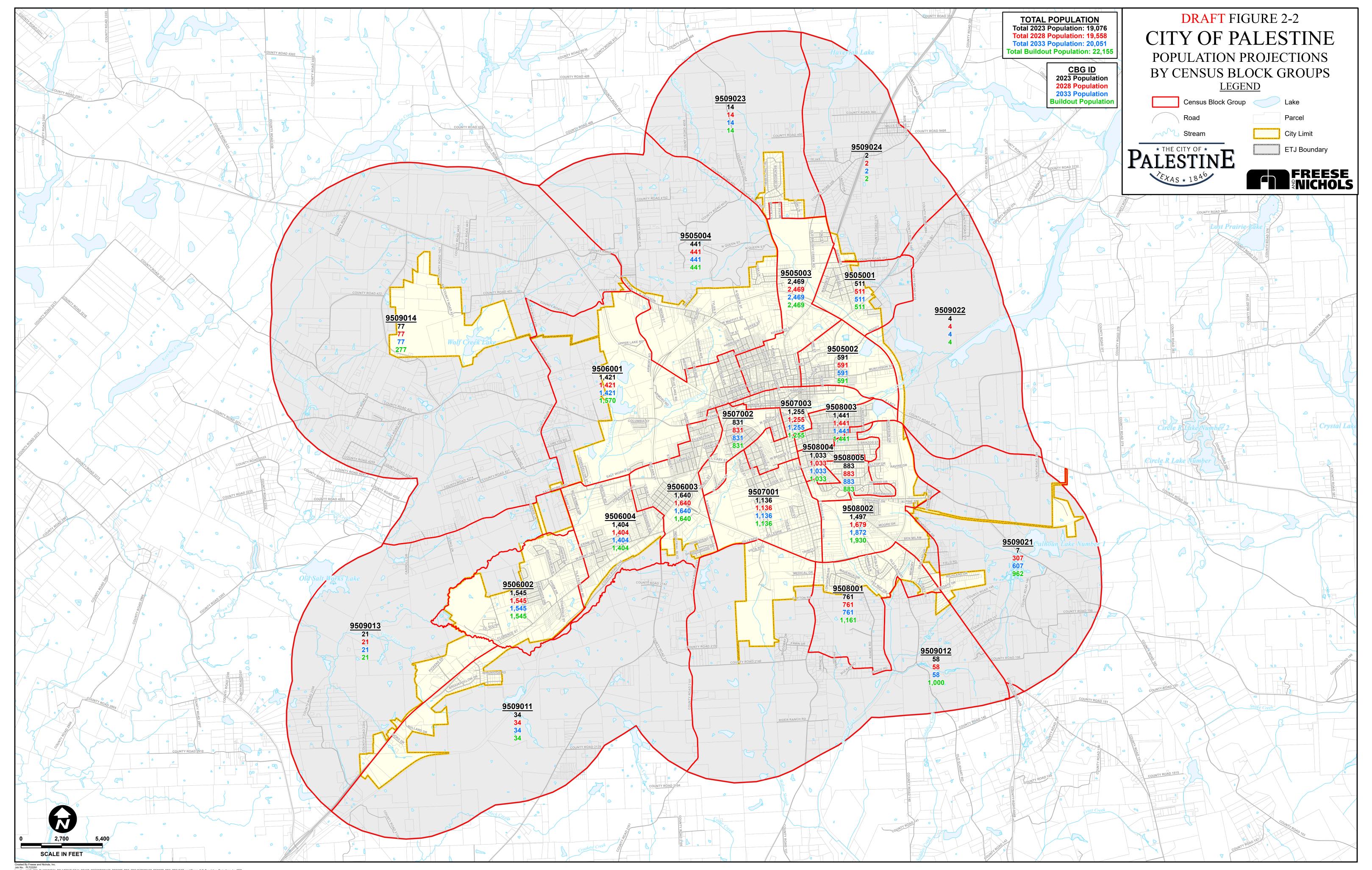
Year	Rate	Population
2023		19,076
2028	0.500/	19,558
2033	0.50%	20,051
Buildout		22,155

FNI also used active water meter connection information provided by City staff to determine the number of people per connection. This is used for projecting the number of water meter connections in each pressure plane under future planning years. **Table 2-3** presents the updated people per connection summaries.

Table 2-3: People per Connection Summary

Criteria	Value
2023 Population	19,076
2023 Active Water Meter Connections	9,525
People/Connection	2.00









3.0 WATER DEMAND PROJECTIONS

The City's water distribution system was evaluated under several demand conditions to assess the performance of the system. Average day use is the total annual water use divided by the number of days in the year. The average day rate is used as a basis for estimating maximum day and peak hour demands. Maximum day use is the maximum quantity of water used over a 24-hour period and is used in the sizing of ground storage tanks and pump stations. Maximum day plus fire flow includes the addition of a 1,000 gallons per minute (gpm) fire flow demand to the maximum day demand. Peak hour use is the peak rate at which water is required during any one hour of the year. Since minimum distribution pressures are usually experienced during peak hour, the sizes and locations of distribution facilities are generally determined based on this condition. These demands represent the range of conditions typically encountered in water distribution systems.

3.1 Historical Water Demands

Historical water production data provided by the City was used to develop the water demand projections by planning year. An overall average day per capita usage (gpcd) was utilized for this study based on the data received. This factor represents the amount of water that is used in a residence or commercial development per person on an annual average basis.

The historical average day and maximum day demands were reviewed to determine appropriate design criteria for projecting water demands. Adequately selecting the water demand design criteria for the City is a critical step in the master planning process so that infrastructure can be sufficiently sized to meet existing and future customer water demands.

Table 3-1 summarizes the historical water production, overall average day per capita usage, and maximum day to average day peaking factor. Historical overall per capita usage was determined using the average day water demand and dividing by the served population. The overall average day per capita usage varied from a low of 125 gpcd in 2020 to a peak of 143 gpcd in 2016 and 2017, with an overall average of 137 gpcd. The maximum day demand ranged from 4.58 million gallons per day (MGD) in 2022 to 7.55 MGD in 2020. The maximum day to average day peaking factor represents the ratio of the highest daily demand to the annual average day demand. The historical maximum day to average day peaking factor ranged from 1.72 in 2022 to 3.26 in 2020, with an overall average of 2.36.





Table 3-1: Historical Water Production

Year	Population ¹	Average Day Demand ² (MGD)	Overall Average Day Per Capita Usage (gpcd)	Maximum Day Demand ² (MGD)	Maximum Day to Average Day Peaking Factor
2015	18,024	2.55	142	6.06	2.37
2016	18,084	2.59	143	4.84	1.87
2017 ³	18,056	2.58	143	5.02	1.95
2018	17,877	2.48	139	5.84	2.35
2019	17,713	2.45	138	4.61	1.88
2020	18,544	2.31	125	7.55	3.26
2021 ⁴	18,756	2.37	127	6.71	2.82
2022 ⁵	18,944	2.65	140	4.58	1.72
		Average	137		2.36
		Minimum	125		1.72
		Maximum	143		3.26

¹Source: U.S. Census Bureau

3.2 Projected Water Demands

Projected water demands were estimated based on the projected population within the water service area and the recent historical trends shown in **Table 3-1**. The recommended water demand design criteria are shown in **Table 3-2**. Higher design criteria were selected to provide a somewhat conservative approach to estimating future water demands. Since no historical data was available for peak hour demands, an overall peak hour to maximum day peaking factor of 1.5 was utilized based on best practices and is consistent with other similar sized cities in the region. Based on the population projections and water demand design criteria, the projected city-wide 5-year, 10-year, and buildout water demands were calculated, as shown in **Table 3-3**. A detailed summary of the projected water demands by pressure plane is shown in **Table 3-4**.

²City staff provided daily water treatment plant data from 2015-2022.

³Data available from January 2017 to September 2017.

⁴Data available from September 2021 to December 2021.

⁵Data available from January 2022 to March 2022 and May 2022 to July 2022.





Table 3-2: Water Demand Design Criteria

Criteria	Factor
Overall Average Day Per Capita Usage (gpcd)	160
Max Day to Average Day Peaking Factor	2.2
Peak Hour to Max Day Peaking Factor	1.5

Table 3-3: City-Wide Projected Water Demands

Planning Year	Population	Average Day Demand (MGD)	Maximum Day Demand (MGD)	Peak Hour Demand (MGD)
Platifilling real	Population	(IVIGD)	(IVIGD)	(IVIGD)
2023	19,076	3.05	6.71	10.07
2028	19,558	3.13	6.89	10.33
2033	20,051	3.21	7.06	10.59
Buildout	22,155	3.54	7.80	11.70

Table 3-4: Projected Water Demands by Pressure Plane

	Table 3-4: Projected Water Demands by Pressure Plane			
		•	Maximum Day Demand	Peak Hour Demand
Pressure Plane	Population	(MGD)	(MGD)	(MGD)
		Existing Water Den	nands (2023)	
Lower	2,372	0.38	0.84	1.26
Central	15,414	2.47	5.43	8.15
Upper	444	0.07	0.15	0.23
South	846	0.14	0.31	0.47
Total	19,076	3.06	6.73	10.11
		Short-Term Water De	emands (2028)	
Lower	2,372	0.38	0.84	1.26
Central	15,887	2.54	5.59	8.39
Upper	444	0.07	0.15	0.23
South	855	0.14	0.31	0.47
Total	19,558	3.13	6.89	10.35
	I	ntermediate-Term Wate	er Demands (2033)	
Lower	2,372	0.38	0.84	1.26
Central	16,370	2.62	5.76	8.64
Upper	444	0.07	0.15	0.23
South	865	0.14	0.31	0.47
Total	20,051	3.21	7.06	10.60
	Long-Term Water Demands (Buildout)			
Lower	2,501	0.40	0.88	1.32
Central	17,396	2.78	6.12	9.18
Upper	457	0.07	0.15	0.23
South	1,801	0.29	0.64	0.96
Total	22,155	3.54	7.79	11.69





4.0 EXISTING WATER DISTRIBUTION SYSTEM

4.1 Existing Water System

The City operates one WTP along the northeastern city limits with a treatment capacity of 9.0 MGD. The existing water distribution system includes four pressure planes, two elevated storage tanks (ESTs), six ground storage tanks (GSTs), and two pump stations. **Tables 4-1** and **4-2** present a summary of the City's existing ground storage and elevated storage facilities. **Table 4-3** lists the City's existing pumps grouped by facility. The existing water distribution system, including ESTs, GSTs, and pressure plane boundaries, is shown in **Figure 4-1**. The existing facilities in each of the four pressure planes are discussed in the following sections.

4.1.1 Upper Pressure Plane

The Upper Pressure Plane (UPP) generally includes the northwestern portion of the City and is supplied water through the Central Pressure Plane (CPP) via two pumps at the North Jackson Pump Station. The North Jackson Pumping Station has a firm pumping capacity of 250 gpm and is supplied by the two North Jackson GSTs, 0.50 MG million gallons (MG) and 0.75 MG, respectively. The pump station has two 250 gpm pumps. The firm pumping capacity for a pump station is the capacity with the largest pump out of service. The North Jackson EST (0.15 MG) has an overflow elevation of 766 feet. The North Jackson GSTs may be used as elevated storage for the CPP and LPP. Approximately 10% of the North Jackson GSTs capacity is needed for the UPP, while 90% is allocated to the CPP and LPP.

4.1.2 South Pressure Plane

The South Pressure Plane (SPP) generally includes the southern portion of the City. Water is delivered to the system through the CPP via three pumps at the South Sycamore Pump Station. The South Sycamore Pump Station has a firm pumping capacity of 1,200 gpm and is supplied by the two South Sycamore GSTs, 1.00 MG and 0.50 MG, respectively. The pump station has three 600 gpm pumps. The Willow Creek EST (1.00 MG) has an overflow elevation of 725 feet. The South Sycamore GSTs may be used as elevated storage for the CPP and LPP. Approximately 15% of the South Sycamore GSTs capacity is needed for the SPP, while 85% is allocated to the CPP and LPP.





4.1.3 Central Pressure Plane

The CPP is the largest pressure plane and generally includes the central portion of the City. Water is delivered to the system through the High Service Pump Station located at the WTP. The High Service Pump Station has a firm pumping capacity of 6,195 gpm and draws suction from the two 1.0 MG clearwells at the WTP. The pump station has one 2,550 gpm pump, one 3,645 gpm pump, and one 4,350 gpm pump, all of which are supplied by the GSTs. The GSTs at the South Sycamore Pump Station and North Jackson Pump Station act as elevated storage for the CPP, with an overflow elevation of 664 feet and 644 feet, respectively, as described in **Section 4.1.1** and **Section 4.1.2**.

4.1.4 Lower Pressure Plane

The LPP generally includes the southwest portion of the City. The LPP does not have any existing GST, EST, or pump stations. Water to the LPP is supplied directly from the CPP through two pressure reducing valves (PRVs) due to the elevation difference between the two planes.

Table 4-1: Existing Ground Storage Facilities

		Capacity	Overflow Elevation
Pressure Plane	Facility Name	(MG)	(ft)
Upper	North Jackson GST #1 ¹	0.50	644
Upper	North Jackson GST #2 ¹	0.75	644
South	South Sycamore GST #1 ²	1.00	664
South	South Sycamore GST #2 ²	0.50	664
Central/Lower	Clearwell GST #1	1.00	
Central/Lower	Clearwell GST #2	1.00	

¹The North Jackson GSTs may serve the CPP/LPP as well as the UPP

Table 4-2: Existing Elevated Storage Facilities

Pressure Plane	Facility Name	Capacity (MG)	Overflow Elevation (ft)
Upper	North Jackson EST	0.15	766
South	Willow Creek EST	1.00	725

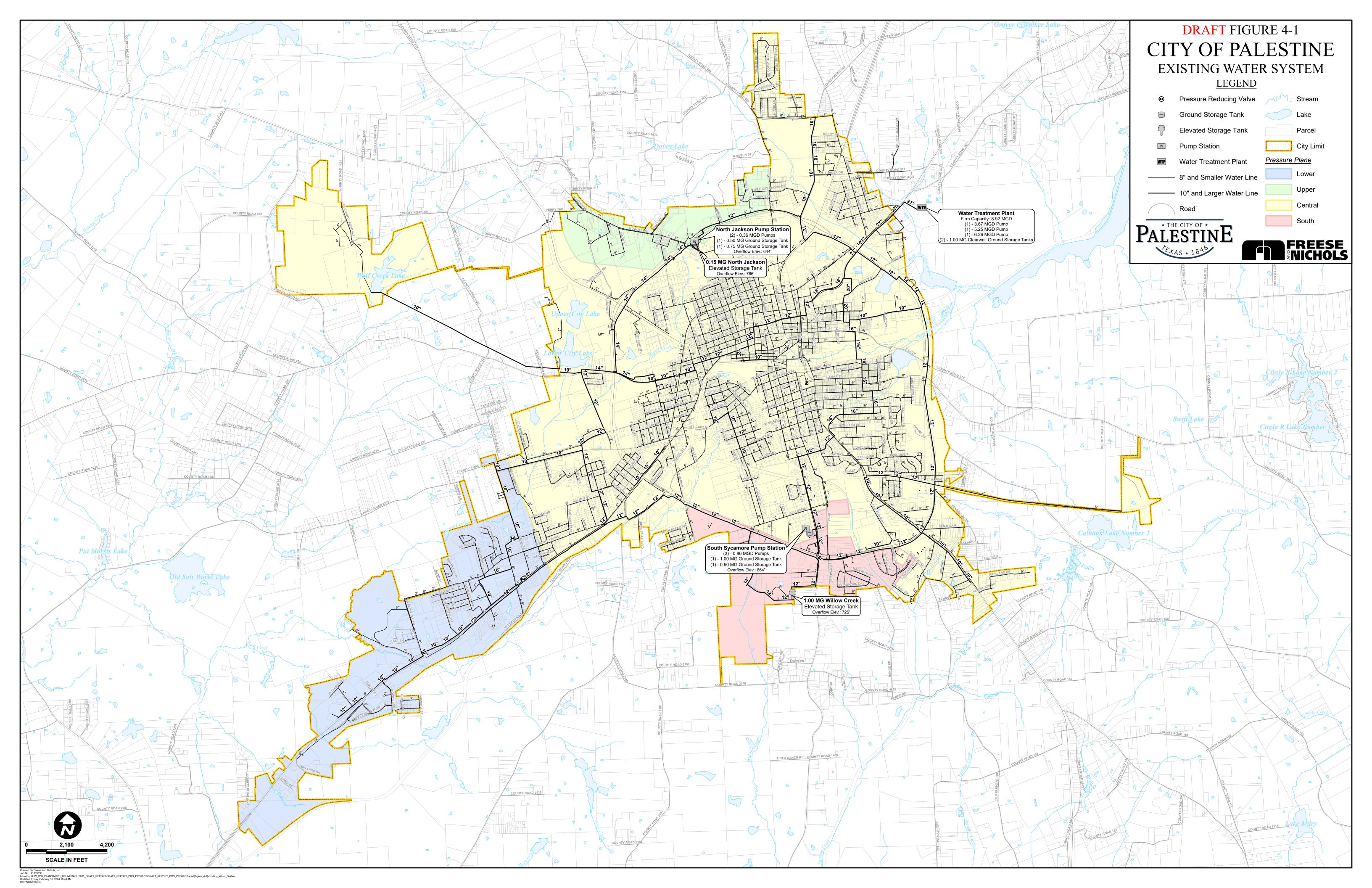
¹The South Sycamore GSTs may serve the CPP/LPP as well as the SPP





Table 4-3: Existing Pumping Facilities

			Capacity	Capacity
Pressure Plane	Facility Name	Pump No.	(gpm)	(MGD)
Upper	North Jackson Rumn Station	1	250	0.36
Орреі	North Jackson Pump Station	2	250	0.36
	Upper Firm Pumpi	ng Capacity	250	0.36
	Upper Total Pumpi	ng Capacity	500	0.72
		1	600	0.86
South	South Sycamore Pump Station	2	600	0.86
		3	600	0.86
	South Firm Pumpi	ng Capacity	1,200	1.73
	South Total Pumpi	ng Capacity	1,800	2.59
		1	2,550	3.67
Central/Lower	Water Treatment Plant	2	3,645	5.25
		3	4,350	6.26
	Central/Lower Firm Pumpi	ng Capacity	6,195	8.92
	Central/Lower Total Pumpi	ng Capacity	10,545	15.18







4.2 Model Build and Calibration

4.2.1 Model Build

FNI created a hydraulic model of the City of Palestine's water distribution system utilizing the Autodesk® InfoWater Pro software package. InfoWater Pro is a software package that models a water distribution system utilizing a GIS type interface and the industry standard EPANET hydraulic calculation engine. The hydraulic water model was used to simulate the operation of the piping system, elevated tanks, and pumping facilities in the City's water distribution system.

The City provided a GIS geodatabase that contained all water mains, pumps, valves, and tanks in the distribution system. FNI utilized this geodatabase to build the hydraulic model which provided the most up-to-date representation of the water distribution system. The model includes 1,133 pipes sized 8-inch and larger, however some 6-inch lines were included for connectivity. The Hazen-Williams equation was used to determine the friction losses in the distribution pipelines. Hazen-Williams roughness coefficients were initially assigned to the new lines based on pipe age and material where information was available. Some of the roughness coefficients were adjusted during model calibration based on model results.

4.2.2 Pressure Testing and Calibration

Field pressure monitoring was conducted from July 6, 2022, to July 20, 2022, to gather data on pressures throughout the system. System pressure was monitored at eight locations in the CPP, two in the LPP, one in the SPP, and one in the UPP. The locations of the pressure testing sites and graphs of each of the individual pressure recorder readings are shown in **Appendix A**.

In order to verify that the hydraulic model accurately represents actual distribution system operation, an extended period model calibration was performed. The calibration process involves adjusting system operation, C-values, demand allocation, and peaking factors to match a known condition. Historical billing meter data was used to allocate demand throughout the distribution system. A close correlation between hydraulic model results, Supervisory Control and Data Acquisition (SCADA) values, and field recorded pressures is key to establishing confidence in the model's ability to imitate real-world conditions. A close correlation provides more accurate system analysis results, which inform the proposed system improvements.

The 24-hour period occurring from 12:00 a.m. on July 19 to 12:00 a.m. on July 20 was selected for calibration. This day was chosen because demands were relatively high, typical operations were observed,





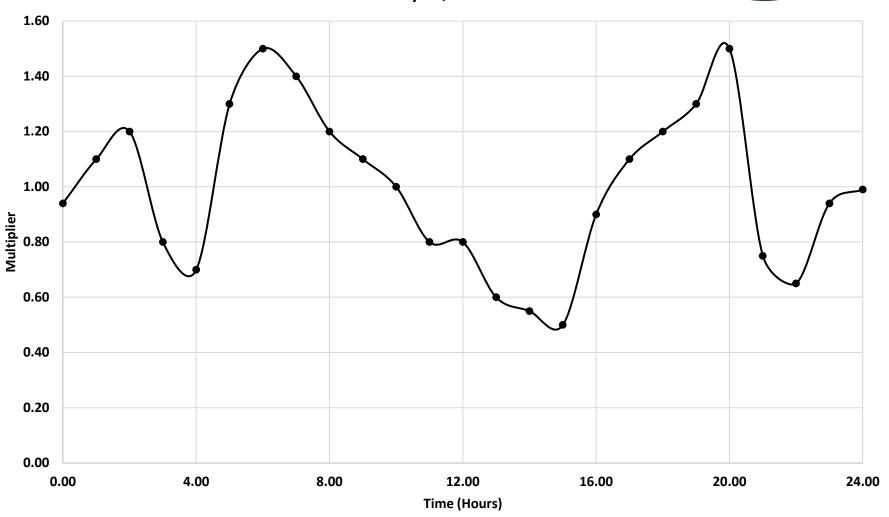
and no monitoring outages occurred. Pressure recorder #10 observed pressures as low as 15 pounds per square inch (psi) with an average of 20 psi, which is below the Texas Commission on Environmental Quality (TCEQ) minimum pressure requirement of 35 psi. Low pressure in this area was verified with City staff. The City provided level SCADA data for the ESTs and one of the South Sycamore GSTs, as well as flows from the High Service Pump Station, in one-hour intervals for the pressure testing period. This was utilized to calculate an overall diurnal curve by examining water going into (supply) and out of (demand) the distribution system. Normalized diurnal factors for the 24-hour period within the system range from 0.5 to 1.5 and average to 1.00, as shown in **Figure 4-2**. The calculated total system demand for July 19 was 6.72 MGD with a peak of 10.18 MGD and a minimum demand of 3.39 MGD.

The majority of the model calibration results are within 5-10 psi of the observed pressures, indicating a close correlation between the model and real-world conditions. In addition to matching the field recorded pressures, FNI compared the elevated storage tank levels to the hydraulic model results. For the elevated storage tank levels, model results stayed primarily within 5 feet of the field recorded levels, and more importantly followed the overall pattern of field recorded levels. **Appendix B** contains calibration charts showing modeled versus SCADA recorded values for tank levels and field recorded pressures.



DRAFT Figure 4-2 City of Palestine Diurnal Pattern July 19, 2022





─Diurnal Curve





4.3 Existing Water System Analysis

To adequately plan for future demands, it is important to know how the system performs under existing conditions. The primary parameters analyzed by FNI for the existing system were minimum pressures under peak hour demands, maximum headloss and velocity under peak hour demands, available fire flow under maximum day demands, and TCEQ pumping and storage requirements.

4.3.1 Existing System Facility Evaluation

The City is required to meet the TCEQ minimum elevated storage capacity requirement of 100 gallons per connection and the total storage (elevated and ground) requirement of 200 gallons per connection. The TCEQ requirements for pumping capacity are summarized in **Table 4-4**. The amount of elevated storage affects the minimum required TCEQ pumping capacity. An elevated storage capacity equal to or greater than 200 gallons per connection decreases the amount of required pumping to 0.6 gpm per connection. The City is also required to meet the TCEQ minimum water production capacity requirement of 0.6 gpm per connection.

Table 4-4: TCEQ Pumping Requirements

Condition	Pumping Capacity Requirement ¹
If providing at least 200 gallons per connection of elevated storage	Two service pumps with a minimum combined capacity of 0.6 gpm per connection at each pressure plane.
2. If providing less than 200	The lesser of (a) or (b):
gallons per connection	(a) Total pumping capacity of 2.0 gpm per connection
of elevated storage	(b) Total capacity of at least 1,000 gpm and the ability to meet peak
or elevated storage	hourly demands ² with the largest pump out of service

¹Capacity requirement from TAC §290.45(b)(2)(F)

Table 4-5 summarizes the existing water distribution system connections. The number of connections in each pressure plane is assumed based on 2.0 people per connection (as determined in **Section 2.2**).

²In the absence of verified historical data, peak hourly demand means 1.25 times the maximum daily demand (prorated to an hourly rate) if a public water supply meets the commission's minimum requirements for elevated storage capacity.





Table 4-5: Existing Connections by Pressure Plane

Pressure Plane	Existing Connections
Upper	222
South	422
Central	7,696
Lower	1,185
Total	9,525

A comparison of the City's existing total storage, elevated storage, pumping capacity, and water production by pressure plane to TCEQ requirements is shown in **Tables 4-6** through **4-10**.

Table 4-6: TCEQ Total Storage Capacity – Existing System

Pressure Plane	Served Connections	Existing Total Storage (MG)	TCEQ Requirement 200 gal/conn (MG)	Meets TCEQ Total Storage Requirement?
Upper	222	0.28	0.04	Yes
South	422	1.23	0.08	Yes
Central/Lower ¹	8,881	4.40	1.78	Yes

¹The LPP is directly served off of the CPP and shares total storage. 85% of the South Sycamore GST and 90% of the North Jackson GST capacities are utilized by CPP/LPP as effective elevated storage.

Table 4-7: TCEQ Elevated Storage Capacity – Existing System

Pressure Plane	Served Connections	Existing Elevated Storage (MG)	TCEQ Requirement 100 gal/conn (MG)	TCEQ Alternative 200 gal/conn (MG)	Meets TCEQ Elevated Storage Requirement for 100 gal/conn?	Meets TCEQ Alternative for 200 gal/conn?
Upper	222	0.15	0.02	0.04	Yes	Yes
South	422	1.00	0.04	0.08	Yes	Yes
Central/Lower ¹	8,881	2.40	0.89	1.78	Yes	Yes

¹The LPP is directly served off of the CPP and shares total storage. 85% of the South Sycamore GST and 90% of the North Jackson GST capacities are utilized by CPP/LPP as effective elevated storage.

Each pressure plane in the City has sufficient total and elevated storage capacity based on TCEQ minimum storage requirements. Additionally, all pressure planes meet the 200 gallons/connection alternative of elevated storage. Therefore, the City's required pumping capacity is impacted as described in **Table 4-4**. The pressure planes are governed by Condition 1 and meet this regulatory requirement. **Table 4-8** summarizes the pumping capacity requirements by pressure plane for Condition 1. **Table 4-9** illustrates that the City has 0.6 gpm per connection of supply capacity as required by TCEQ.





Table 4-8: TCEQ Pumping Capacity - Existing System (Condition 1)

				TCEQ	
		Existing	Existing	Requirement	
		Firm	Total	Condition 1	Meets TCEQ
		Pumping	Pumping	0.6	Pumping
	Served	Capacity	Capacity	gpm/conn	Capacity
Pressure Plane	Connections	(MGD)	(MGD)	(MGD)	Requirement?
Upper	222	0.36	0.72	0.19	Yes
South	422	1.73	2.59	0.37	Yes
Central/Lower ¹	9,525	8.92	15.18	8.23	Yes

¹The CPP/LPP includes city-wide connections.

Table 4-9: TCEQ Water Supply Capacity – Existing System

City-Wide Served	Existing Water Supply Capacity	TCEQ Requirement 0.6 gpm/conn	Meets TCEQ Supply Requirement of 0.6
Connections	(MGD)	(MGD)	gpm/connection?
9,525	9.00	8.23	Yes

4.3.2 Hydraulic Analysis

The water distribution system was analyzed for three operating conditions: maximum day demands, peak hour demands, and maximum day demand with fire flow. By examining the water system under these various operating conditions, it is possible to determine where there are pressures issues, whether tanks are filling and draining properly, and whether the pumping facilities are adequate to meet the demands at acceptable pressures. FNI developed design criteria to inform the need, timing, and size of capital improvement projects. These criteria are thresholds for triggering improvements and were evaluated under existing conditions.

Water transmission lines shall be sized to maintain a minimum of 35 psi throughout the system during peak hour demand conditions. Transmission lines (12-inch and greater lines) shall be sized for a maximum pipeline velocity of 5 feet per second (fps) and a maximum friction loss of 5 feet per 1,000 feet of pipeline length. Distribution lines (10-inch and smaller lines) shall be sized for a maximum pipeline velocity of 7 fps and a maximum friction loss of 7 feet per 1,000 feet of pipeline length.

Color-coded pressure maps were prepared to illustrate the residual pressure calculated at model junctions, included in **Appendix C**. These maps help to identify potential problem areas in the system and were used as a tool to confirm that reasonable pressure ranges were maintained throughout the system. Minimum pressures shown on the maps represent the lowest value of the pressures experienced during the 24-hour simulation, usually occurring during the peak hour demands. During peak hour events, the distribution





system experiences the highest demands, and as a result, the pressure drops. Minimum pressures modeled below the TCEQ requirement were primarily located along pressure plane boundaries. Specifically, areas near the North Jackson Pump Station and the South Sycamore Pump Station experience low pressures due to relatively high elevations.

In addition to documenting minimum pressures, FNI evaluated the pipeline velocity and headloss under peak hour conditions. Mapping was created to highlight the areas that exceed the maximum velocity and headloss criteria and can be found in **Appendix C**. Maximum velocities and headlosses shown on the map represent the highest value experienced during the 24-hour simulation, usually occurring during peak hour demands. A few distribution system water lines, located along East Newman Street, West Kolstad Street, and West Oak Street exceed the velocity criteria. Several distribution system water lines, located along Gardner Drive, North Loop 256, West Palestine Avenue, North Church Street, East Newman Street, West Kolstad Street, and West Oak Street, exceed the headloss criteria.

4.3.3 Fire Flow Analysis

TCEQ requires a minimum residual pressure of 20 psi to be maintained while delivering a fire flow demand (Texas Administrative Code (TAC) §290.45(a)(2)). Having both available fire flow and sufficient water pressure is important because it enables firefighters to respond to an emergency in one area without negatively impacting other areas of the system. The recommended minimum conditions for fire flow are 1,000 gpm of available flow at each hydrant while maintaining a pressure of 20 psi at the fire hydrant. For this analysis, a steady-state model run was utilized to calculate the available fire flow under maximum day demand conditions at each fire hydrant node in the system while maintaining a minimum pressure of 20 psi at all nodes in the system and a maximum velocity of 11 fps through all pipes in the system. The areas with insufficient available fire flow include along West Hamlett Street, South Jackson Street, West Reagan Street, West Point Tap Road, Chestnut Drive, near the North Jackson Pump Station, and near the South Sycamore Pump Station. The low available fire flow in these areas is due to insufficient water line sizes, dead end mains, and high elevations. A fire flow map showing the available fire flow throughout the existing distribution system is presented in **Appendix C**.





5.0 FUTURE WATER SYSTEM ANALYSIS

5.1 Future System Facility Evaluation

As detailed in **Section 4.3.1**, the City is required to meet the TCEQ minimum requirements for elevated storage, total storage, pumping, and water supply capacities as growth occurs throughout the system. As indicated in **Section 4.3.1**, the amount of elevated storage affects the minimum required TCEQ pumping capacity. An elevated storage capacity equal to or greater than 200 gallons per connection decreases the amount of required pumping to 0.6 gpm per connection.

In addition to the required TCEQ criteria, FNI evaluated the water system's pumping and storage capacities against criteria developed by FNI to promote a high level of service for operational needs. These criteria take into consideration many additional factors including operational flexibility, fire protection, emergency reserve, and energy efficiency. The TCEQ does not have specific requirements for ground storage, so FNI recommends that six hours of maximum day demand be supplied by GSTs to operate the City's water system. This allows the City to accommodate short disruptions in supply and allows pump stations to continue operating. Additionally, maintaining pumping capacity greater than or equal to the maximum day demand ensures adequate capacity to meet customer demands during the highest daily demand conditions while peak hourly demands throughout the day are met through elevated storage. For this study, FNI recommends that the pumping capacity meets 125% of maximum day demands. Lastly, elevated storage should consist of emergency storage plus equalization storage to meet peak hourly demands. FNI suggests that 40% of peak hour demands for four hours should be supplied by elevated storage capacity.

Table 5-1 summarizes the projected water distribution system connections. The number of connections in each pressure plane is assumed based on 2.0 people per connection and the projected population (as summarized in **Section 2.2**).

Table 5-1: Projected Connections by Pressure Plane

	Existing	5-Year	10-Year	Buildout
Pressure Plane	Connections	Connections	Connections	Connections
Upper	222	222	222	229
South	422	426	431	899
Central	7,696	7,932	8,173	8,686
Lower	1,185	1,185	1,185	1,249
Total	9,525	9,765	10,011	11,063



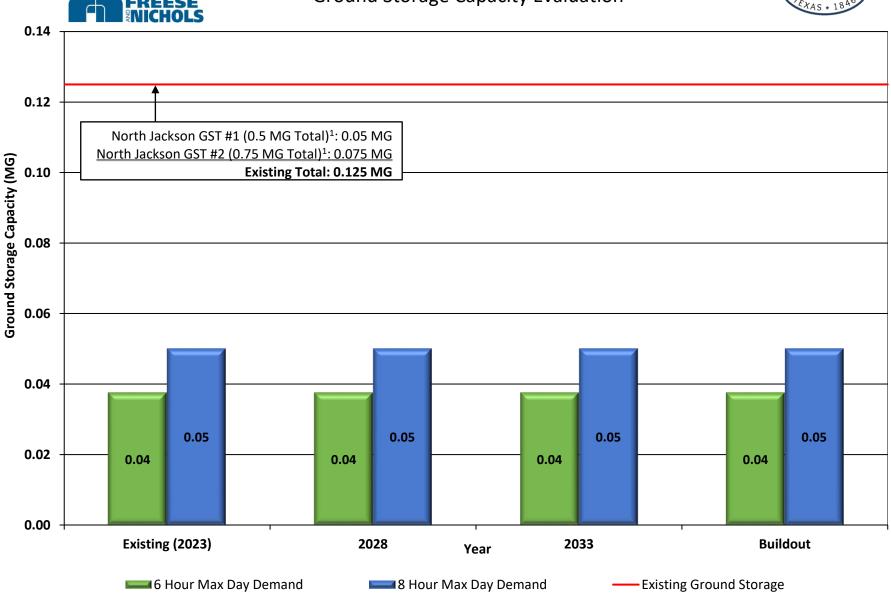


Figures 5-1 through **5-13** show the TCEQ required versus proposed ground storage capacity, elevated storage capacity, total storage capacity, and pumping capacity for future planning periods in each pressure plane. The vertical bars represent the projected water demand/criteria for the planning period, and the capacity of the system over time is shown by the red line. Capacity will change with the expansion, addition, or decommissioning of facilities to meet the projected needs.

DRAFT Figure 5-1

Upper Pressure Plane Ground Storage Capacity Evaluation

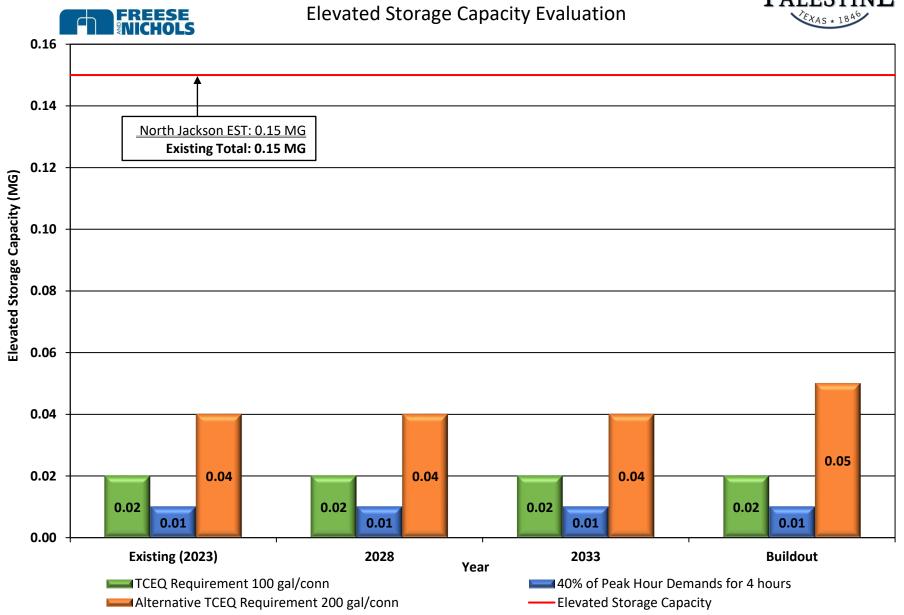




¹Existing GST capacity of 0.5 MG and 0.75 MG is shared with the CPP/LPP. Assumes 10% of capacity is utilized by the UPP.

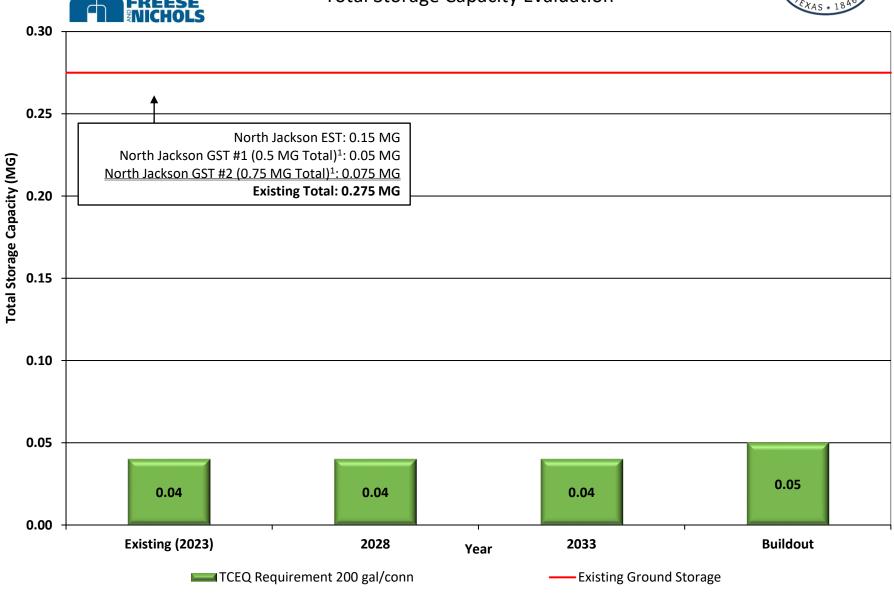
Upper Pressure Plane ated Storage Capacity Evaluat





Upper Pressure Plane Total Storage Capacity Evaluation



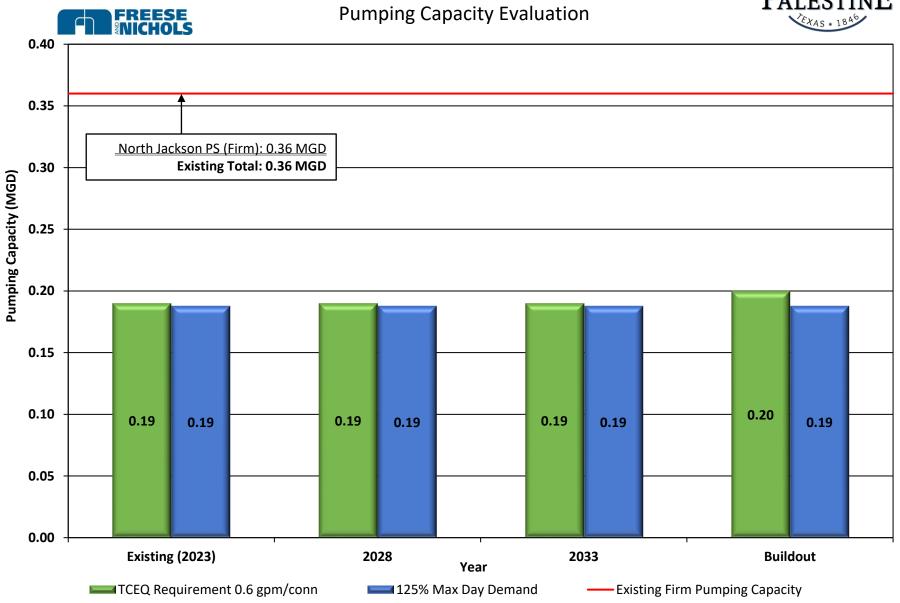


¹Existing GST capacity of 0.5 MG and 0.75 MG is shared with the CPP/LPP. Assumes 10% of capacity is utilized by the UPP.

DRAFT Figure 5-4



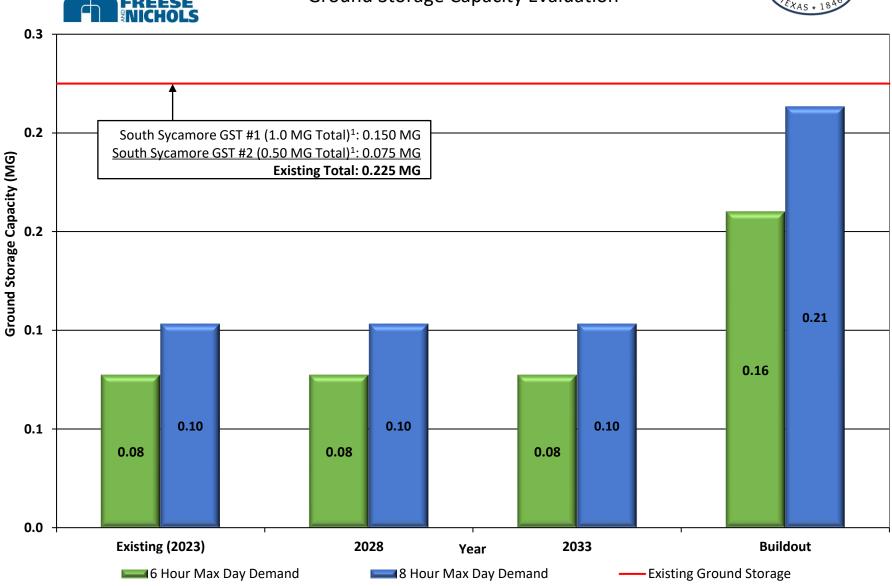




DRAFT Figure 5-5

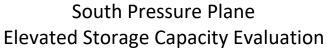
South Pressure Plane Ground Storage Capacity Evaluation



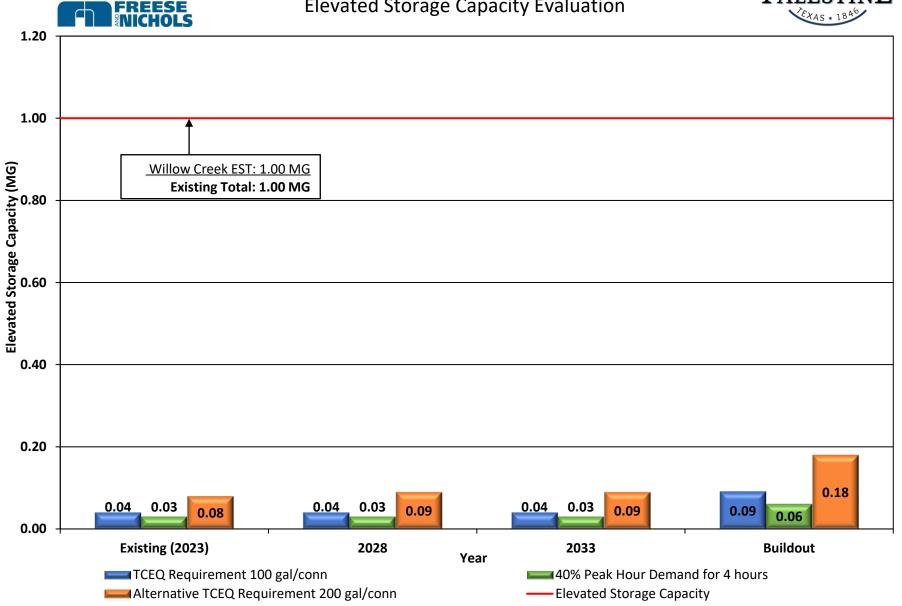


¹Existing GST capacity of 1.0 MG and 0.5 MG is shared with the CPP/LPP. Assumes 15% of capacity is utilized by the SPP.

DRAFT Figure 5-6

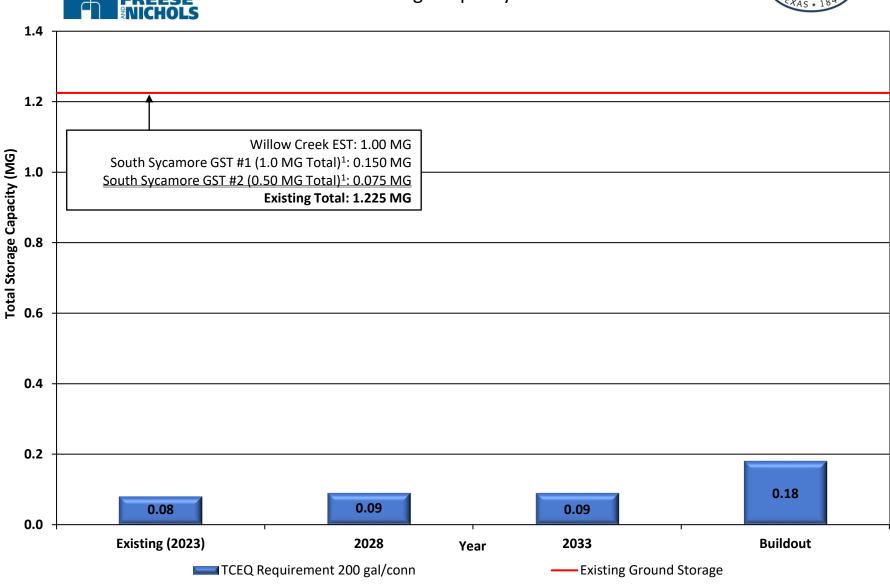






South Pressure Plane Total Storage Capacity Evaluation

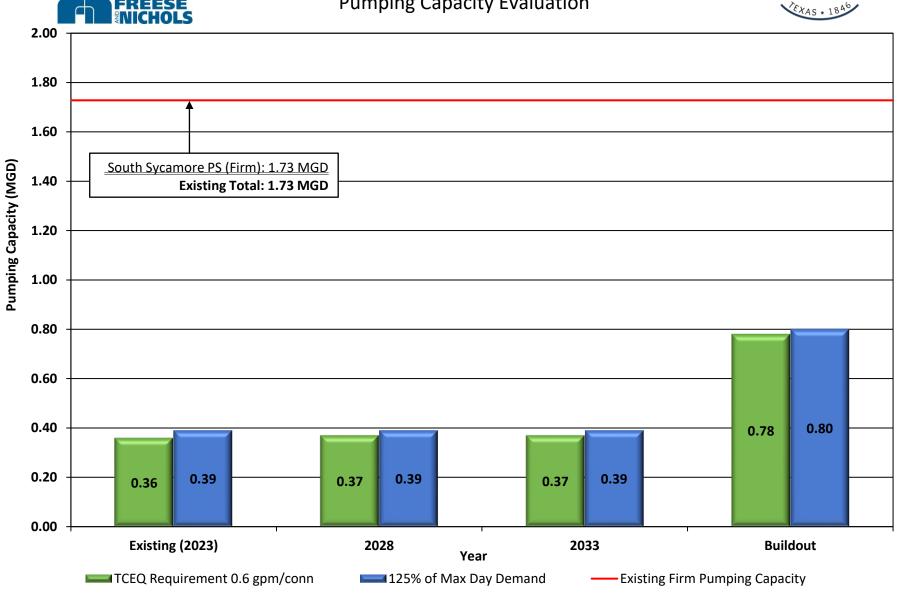




DRAFT Figure 5-8

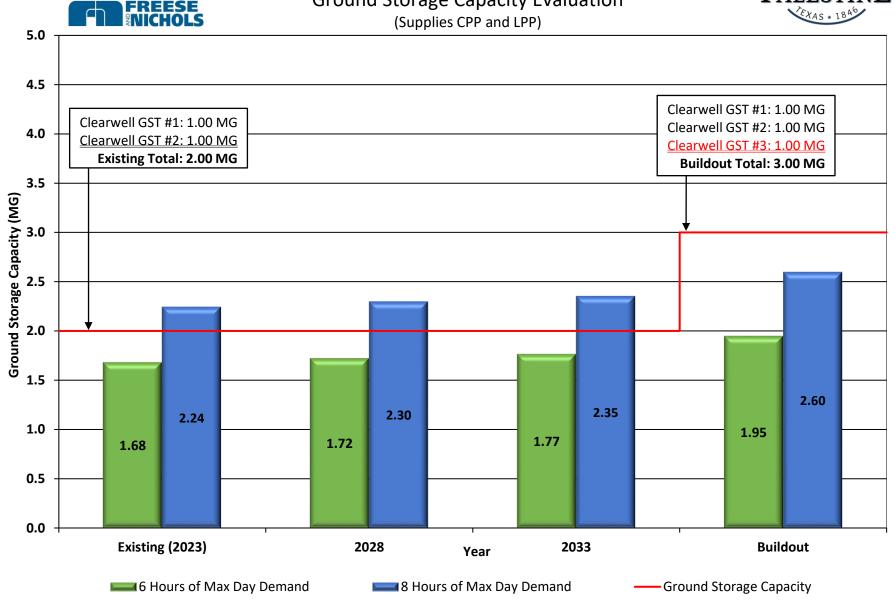
South Pressure Plane Pumping Capacity Evaluation





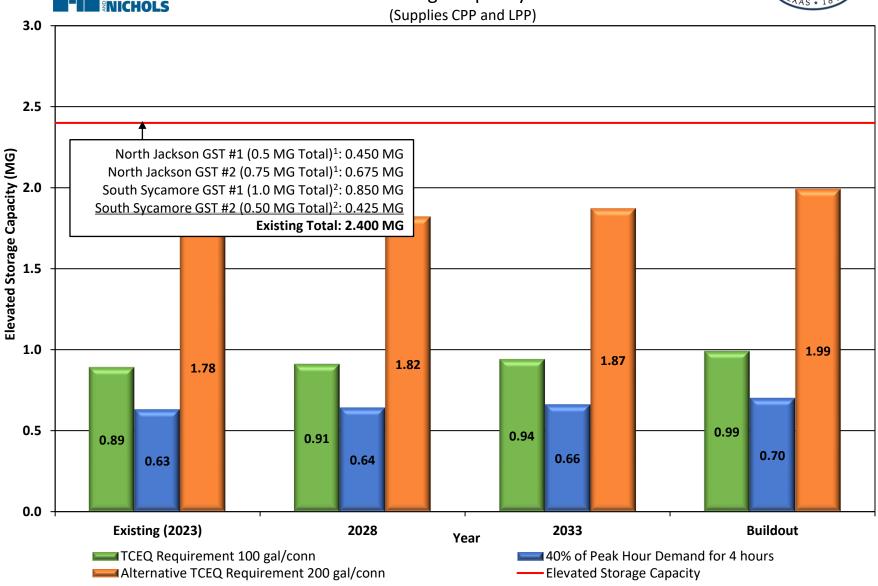
Central Pressure Plane Ground Storage Capacity Evaluation





Central Pressure Plane Elevated Storage Capacity Evaluation (Supplies CPP and LPP)

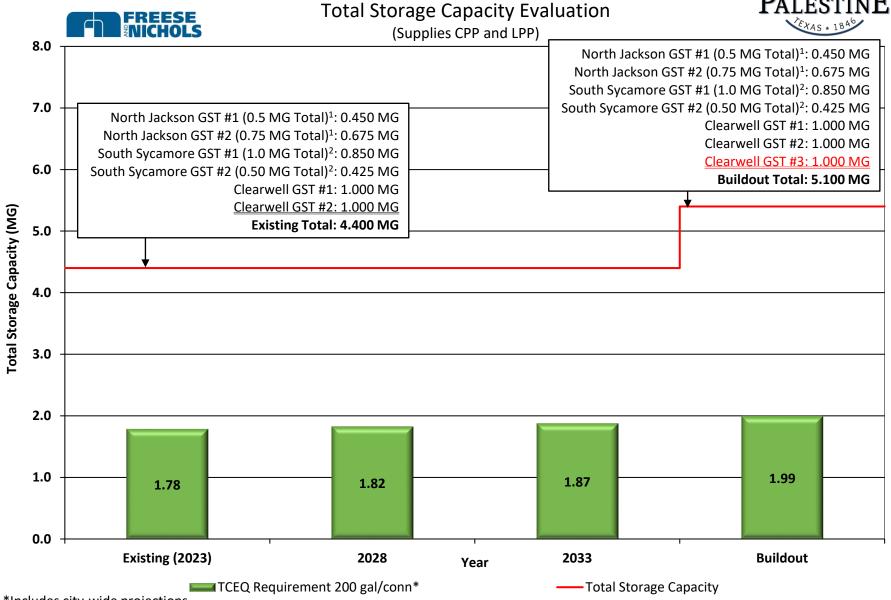




¹Existing GST capacity of 0.5 MG and 0.75 MG is shared with the CPP/LPP. Assumes 90% of capacity is utilized by the CPP/LPP as elevated storage. ²Existing GST capacity of 1.0 MG and 0.5 MG is shared with the CPP/LPP. Assumes 85% of capacity is utilized by the CPP/LPP as elevated storage.

Central Pressure Plane



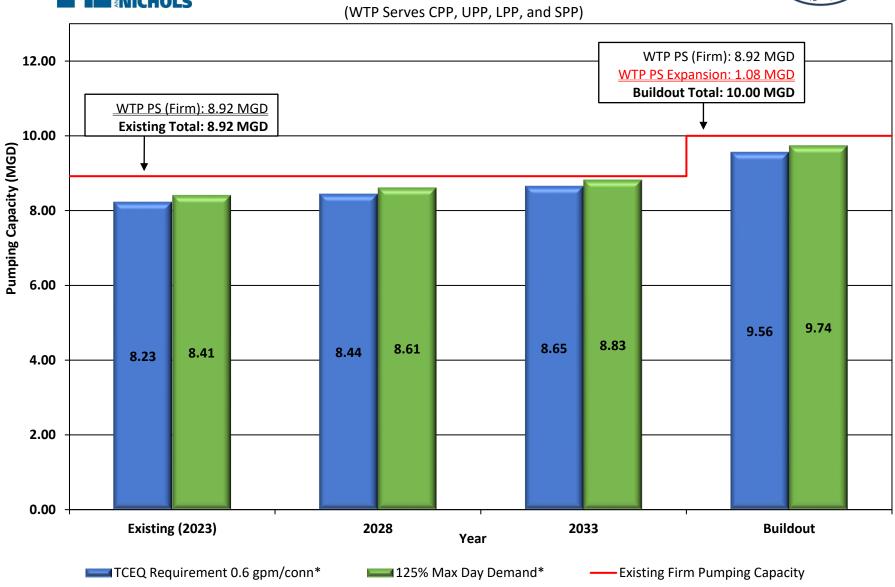


^{*}Includes city-wide projections

¹Existing GST capacity of 0.5 MG and 0.75 MG is shared with the CPP/LPP. Assumes 90% of capacity is utilized by the CPP/LPP as elevated storage. ²Existing GST capacity of 1.0 MG and 0.5 MG is shared with the CPP/LPP. Assumes 85% of capacity is utilized by the CPP/LPP as elevated storage.

Central Pressure Plane Pumping Capacity Evaluation (WTD Serves CDD, LIDD, LDD, and SDD)

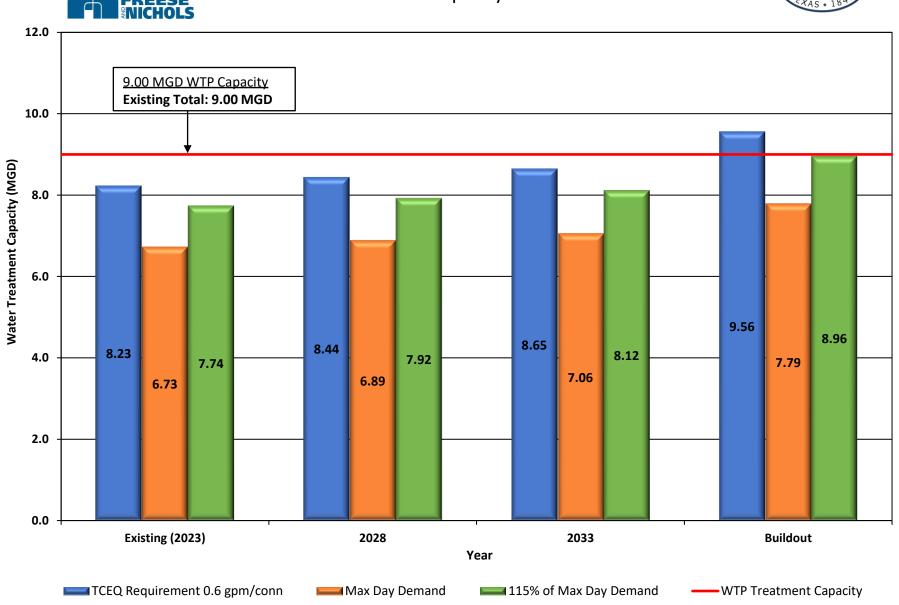




^{*}Includes city-wide projections

Water Treatment Plant Treatment Capacity Evaluation









5.1.1 Upper Pressure Plane Evaluation

The UPP includes two GSTs and one EST which are supplied by the North Jackson Pump Station. Notably, the North Jackson GSTs may be used as effective elevated storage for the CPP/LPP. For this reason, approximately 10% (0.125 MG) of the GST capacities are needed in the UPP as ground storage, while the remaining capacity is allocated to the CPP/LPP as elevated storage. The UPP has the capacity to meet the total, elevated storage, and pumping capacity requirements for all planning years. **Figures 5-1** through **5-4** show the UPP ground storage, elevated storage, total storage, and pumping capacity evaluations.

5.1.2 South Pressure Plane Evaluation

The SPP includes two GSTs and one EST which are supplied by the South Sycamore Pump Station. Notably, the South Sycamore GSTs may be used as effective elevated storage for the CPP/LPP. For this reason, approximately 15% (0.225 MG) of the GST capacities are needed in the SPP as ground storage, while the remaining capacity is allocated to the CPP/LPP as elevated storage. The SPP has the capacity to meet the ground storage, elevated storage, and pumping capacity requirements for all planning years. **Figures 5-5** through **5-8** show the SPP ground storage, elevated storage, total storage, and pumping capacity evaluations.

5.1.3 Central/Lower Pressure Plane Evaluation

The CPP includes two GSTs which are supplied from the WTP north of the CPP. Water to the LPP is supplied directly from the CPP through two PRVs, so the storage requirements include connections from both pressure planes. As previously stated, the North Jackson and South Sycamore GSTs may be used as effective elevated storage for the CPP; therefore, 90% (1.125 MG) of the North Jackson GST capacities and 85% (1.275 MG) of the South Sycamore GST capacities are allocated to the CPP as elevated storage. The CPP supplies water to all pressure planes throughout the system and will require additional pumping capacity to meet TCEQ requirements. FNI recommends adding an additional 1.0 MG GST at the WTP before buildout conditions are experienced to allow for a more resilient and robust water supply to WTP High Service Pump Station. To meet pumping capacity requirements, FNI recommends expanding the WTP High Service Pump Station by replacing the existing 3.67 MGD pump with a 4.75 MGD pump, to obtain a firm capacity of 10.0 MGD. Figures 5-9 through 5-12 show the CPP ground storage, elevated storage, total storage, and pumping capacity evaluations.





5.1.4 Water Treatment Plant Capacity Evaluation

FNI evaluated the City's WTP capacity to meet future demands. **Figure 5-13** illustrates the required treatment plant capacity through the buildout planning period. The projected capacity is based on meeting 115% of maximum day demands and 0.6 gpm per connection. The current WTP has the pumping capacity to meet requirements until buildout. FNI recommends that the City apply for an Alternative Capacity Requirement (ACR) when buildout conditions are met, as the projected maximum day demand is lower than the TCEQ requirement.

5.2 Future Water System Analysis

The future water distribution system was analyzed utilizing the same criteria summarized in **Sections 4.3.2** and **4.3.3**. The analyses were performed on the future water distribution system, with the proposed water system improvements in service. Various combinations of improvements and modifications were investigated to determine the most appropriate approach for meeting projected demands. Parameters used in developing the CIP included increasing system reliability, simplifying system operations, meeting fire flow requirements, and maintaining adequate pressures. FNI analyzed the future system to determine what improvements are needed to adequately serve future growth.





6.0 WATER SYSTEM CAPITAL IMPROVEMENT PLAN

The goal of the CIP is to address existing deficiencies and provide capacity for future demands in the water distribution system. Upon completion of the water model analyses representing existing and future demand conditions, capital improvement projects were analyzed and phased into the period in which they become hydraulically necessary based on the model results. FNI developed recommended water distribution system improvements for existing deficiencies and future growth-based deficiencies to increase capacity and improve connectivity in the existing system where needed. Where existing facilities need to be upgraded, the recommended improvements are sized to convey projected buildout demands under peak hour conditions. **Figure 6-1** illustrates the proposed CIP projects. The projects are colored based on their primary driver: existing or future deficiency.

Locations shown for water mains and other recommended improvements were generalized for hydraulic analyses. Specific alignments and sites will be determined as part of the design process. It is recommended that these projects be constructed generally in the order listed; however, changes in development patterns may make it necessary to construct some projects sooner than anticipated.

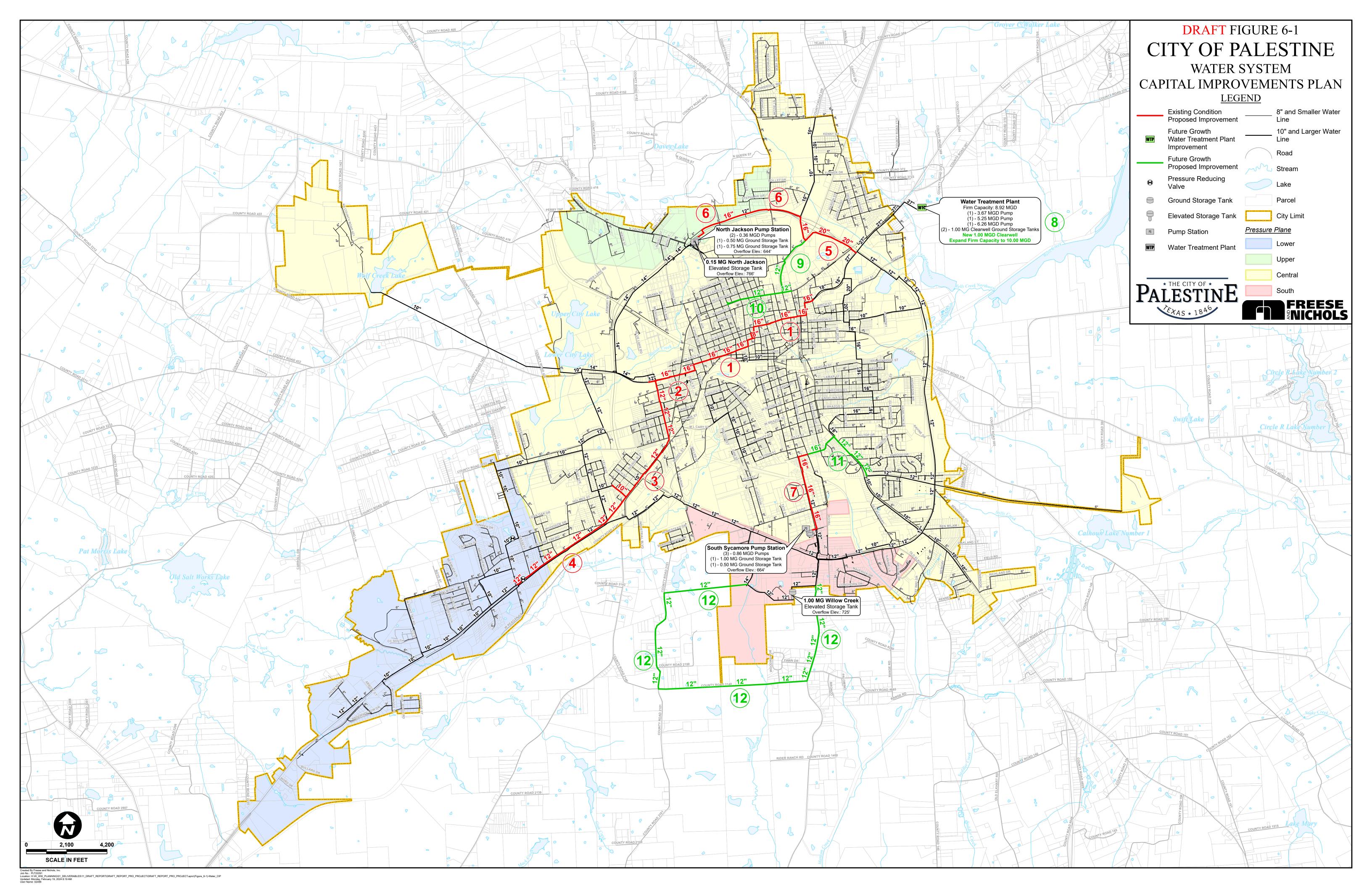
Additionally, a planning level opinion of probable construction cost (OPCC) was developed for each project in 2024 dollars from recent bid tabs. The cost estimates include material and construction costs, engineering design fees, and general contingency. Additional expenses related to environmental, geotechnical, change order contingency, operations and maintenance, and soft costs are not included. These costs also do not include escalation or inflation. **Table 6-1** provides a cost summary for each project and corresponds with the numbered projects in **Figure 6-1**. **Appendix D** contains detailed OPCC sheets for each CIP project.





Table 6-1: Water CIP Cost Summary

Project Number	Project Name		Cost
Existing Condition Improvements			
1	16-inch Downtown Water Line Replacement	\$	5,880,000
	Martin Luther King Jr Boulevard 16-inch Water Line		
2	Replacement and Variah Street 12-inch Extension	\$	3,893,800
	W Oak Street 12-inch Water Line Replacement and 10-inch 7th		
3	Street Water Line Extension	\$	3,544,400
	Central and Lower Pressure Plane 12-inch Water Line		
4	Replacement	\$	2,839,200
5	Loop 256 20-inch Water Line Replacement	\$	2,090,400
6	Loop 256 16-inch Water Line Replacement	\$	4,305,600
7	S Sycamore Street 16-inch Water Line Replacement	\$	2,995,200
	Existing Total	\$	25,548,600
Future Growth Improvements			
8	Water Treatment Plant High Service Pump Station Expansion	\$	12,402,000
9	State HW 155 12-inch Water Line Replacement and Extension	\$	2,414,900
10	E Palestine Avenue 12-inch Water Line Replacement	\$	1,856,400
11	Crockett Road 12/16-inch Water Line Replacement	\$	3,026,400
12	12-inch South Loop Water Line	\$	15,802,800
	Future Total	\$	35,502,500
	Water CIP Total	\$	61,051,100







6.1 Existing Condition Improvements

Project #1: 16-inch Downtown Water Line Replacement

This improvement consists of the construction of a 16-inch water line replacing the existing 10/12-inch water line from Head Street to Texas Avenue. This improvement also includes the construction of a 8-inch water line replacing the existing 6-inch water line along W Lacy Street from N Queen Street to N Rainey Street. This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes. This improvement will also increase looping and redundancy within the system.

Project #2: Martin Luther King Jr Boulevard 16-inch Water Line Replacement and Variah Street 12-inch Extension

This improvement consists of the construction of 16-inch water line replacing the existing 12-inch water line along Martin Luther King Jr Boulevard from Texas Avenue to Robinson Street. This project also includes a 12-inch water line replacing the existing 10-inch water line along Variah Street and will extend south to connect with the existing 8-inch water line at W Palestine Avenue and W Oak Street. This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes. This improvement will also increase looping and redundancy within the system.

Project #3: W Oak Street 12-inch Water Line Replacement and 10-inch 7th Street Water Line Extension

This improvement consists of the construction of a 12-inch water line replacing the existing 6/10-inch water line along W Palestine Avenue and W Oak Streett between Court Drive and W Point Tap Road. This improvement also includes the replacement of the existing 8/6-inch water line at Westwood Road and 7th Street with a 10-inch water line along 7th Street from Westwood Road to the proposed 12-inch water line along W Oak Street. This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes. This improvement will also increase looping and redundancy within the system.

Project #4: Central and Lower Pressure Plane 12-inch Water Line Replacement

This improvement consists of the construction of a 12-inch water line replacing the existing 8-inch water line along W Oak Street between Point Tap Road and Tile Factory Road. This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes. This improvement will also increase looping and redundancy within the system.





Project #5: Loop 256 20-inch Water Line Replacement

This improvement consists of the construction of a 20-inch water line replacing the existing 12-inch water line along N Loop 256 between E Palestine Avenue and State HW 156. This improvement will increase the transmission capacity to the North Jackson Pump Station and increase looping and redundancy within the system.

Project #6: Loop 256 16-inch Water Line Replacement

This improvement consists of the construction of a 16-inch water line replacing the existing 12-inch water line along N Loop 256 between State HW 156 and the North Jackson Pump Station. This improvement will increase the transmission capacity to the North Jackson Pump Station and increase looping and redundancy within the system.

Project #7: S Sycamore Street 16-inch Water Line Replacement

This improvement consists of the construction of a 16-inch water line replacing the existing 12-inch water line along S Sycamore Street between W Huffsmith Street and the South Sycamore Pump Station. This improvement will increase the transmission capacity to the South Sycamore Pump Station and increase looping and redundancy within the system.

6.2 Future Growth Improvements

Project #8: Water Treatment Plant High Service Pump Station Expansion

This improvement consists of the construction of a 1.0 MGD clearwell at the Water Treatment Plant. This improvement also includes replacing the existing 3.67 MGD pump at the Water Treatment Plant High Service Pump Station with a 4.75 MGD pump to increase the firm capacity to 10.0 MGD. This improvement will increase the pumping and storage capacity at the Water Treatment Plant to serve the future growth in the Central, Upper, and South Pressure Planes.





Project #9: State HW 155 12-inch Water Line Replacement and Extension

This improvement consists of the construction of a 12-inch water line replacing the existing 6-inch water line along State HW 155 between Kickapoo Street and E Palestine Avenue. This improvement also includes the construction of a 12-inch water line connecting the proposed 20-inch water line at State HW 155 and Brushy Creek Road to the proposed 12-inch water line at State HW 155 and Kickapoo Street. This improvement will provide additional transmission capacity through the central part of the City to serve future growth in the Central and Upper Pressure Planes. This improvement will also improve looping and redundancy within the system.

Project #10: E Palestine Avenue 12-inch Water Line Replacement

This improvement consists of the construction of a 12-inch water line replacing the existing 6-inch water line along E Palestine Avenue between N Mallard Street and N Jackson Street. This improvement will provide additional transmission capacity through the central part of the City to serve future growth in the Central and Upper Pressure Planes. This improvement will also improve looping and redundancy within the system.

Project #11: Crockett Road 12/16-inch Water Line Replacement

This improvement consists of the construction of a 16-inch water line replacing the existing 12-inch water line along E Huffsmith Street between S Sycamore Street and Crockett Road. This improvement also consists of the construction of a 12-inch water line replacing the existing 8-inch water line along Crockett Road between E Huffsmith Street and Crestline Drive. This improvement will provide additional transmission capacity to service future developments in the southeast part of the system.

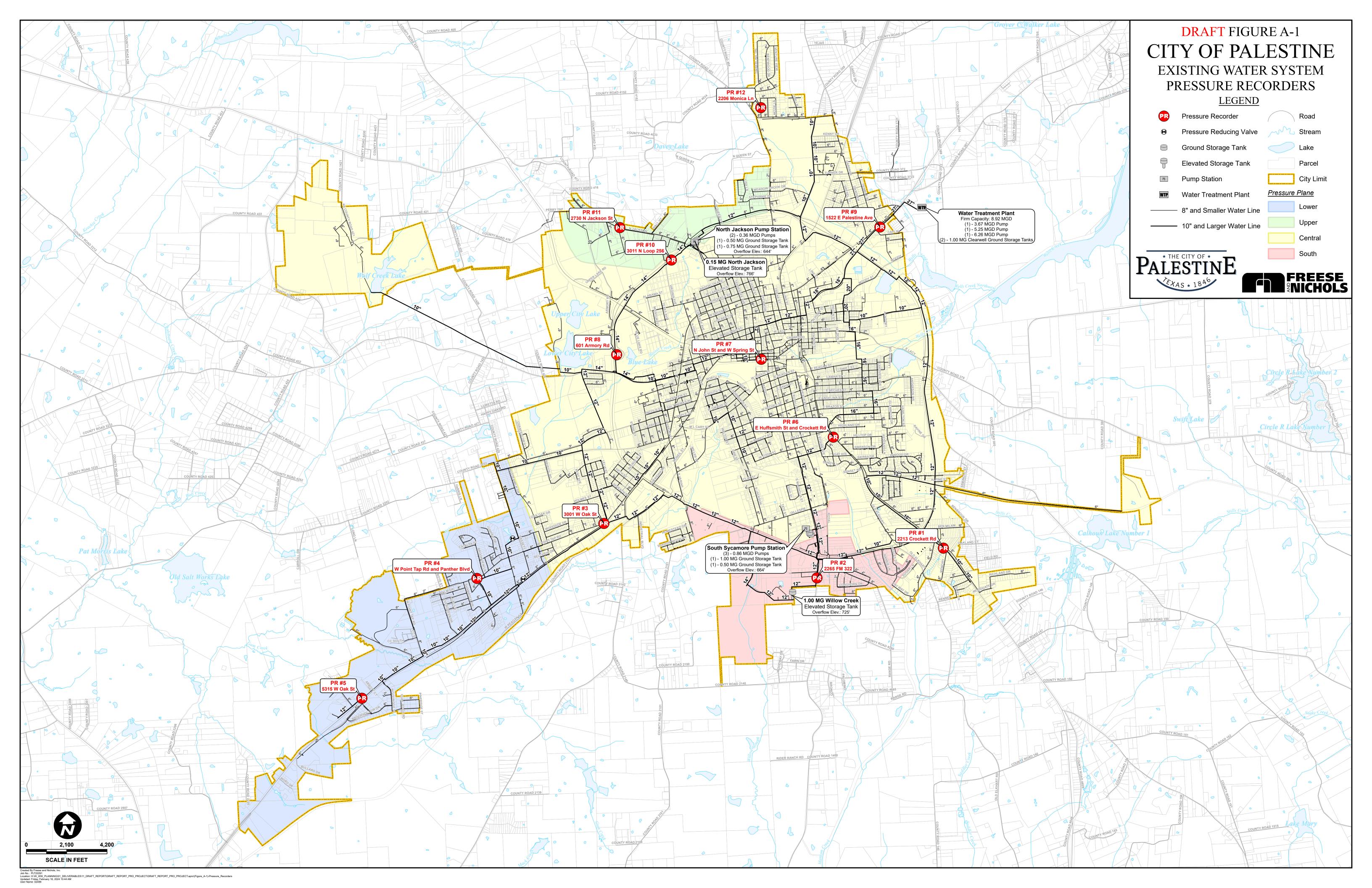
Project #12: 12-inch South Loop Water Line

This improvement consists of the construction of a 12-inch water line looping from the existing 12-inch water line along S Sycamore Street near the Willow Creek EST west along Anderson County Road 2140, and north along Anderson County Road 2101 looping back to the existing 12-inch along Willow Creek Parkway. This improvement will provide water service to potential future development in the South Pressure Plane. This project will also provide increased transmission capacity, looping, and fire flow capacity.





APPENDIX A PRESSURE RECORDER LOCATIONS AND DATA SUMMARY



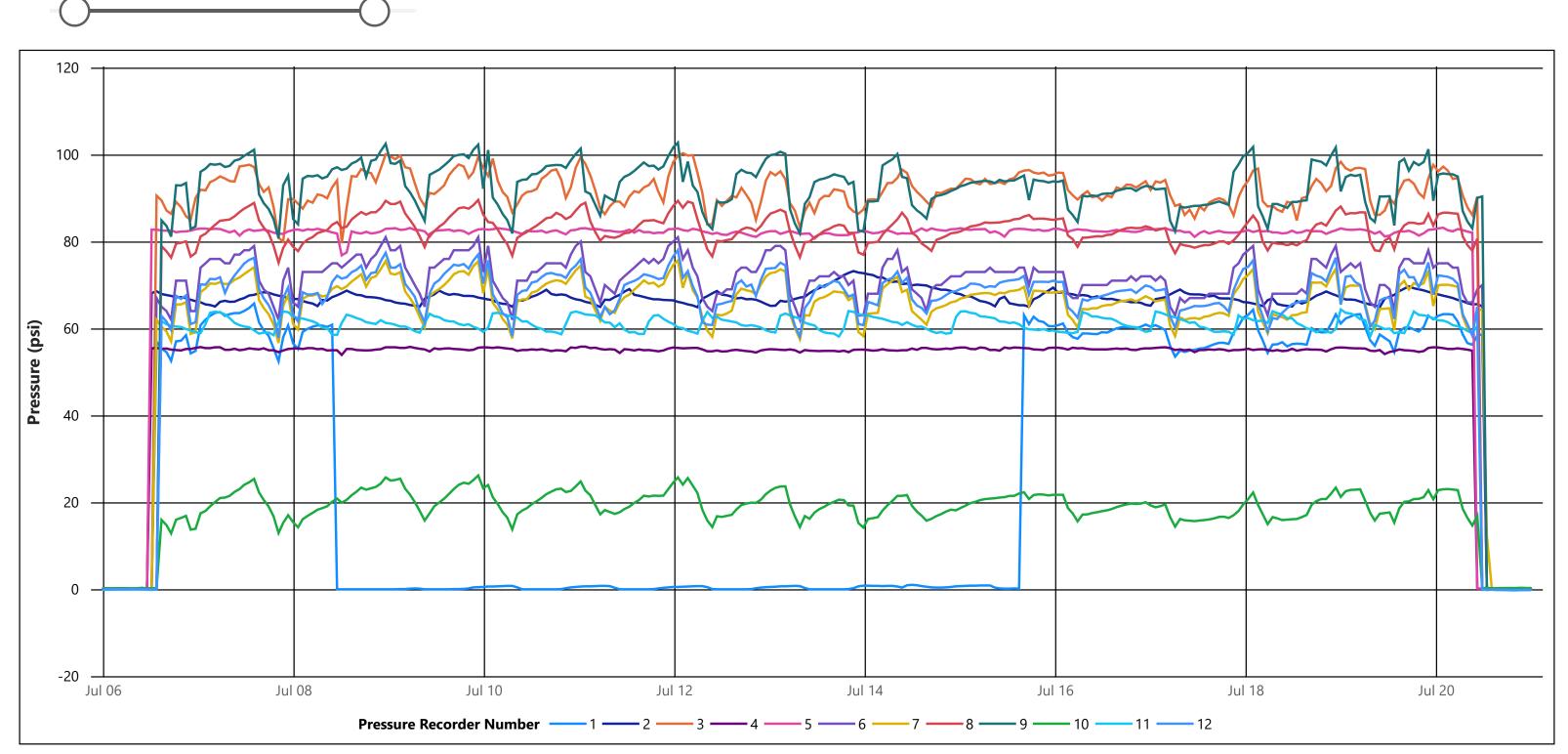
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DRAFT Figure A-2 City of Palestine 07/06/22-07/20/22 Field Pressure Testing Results







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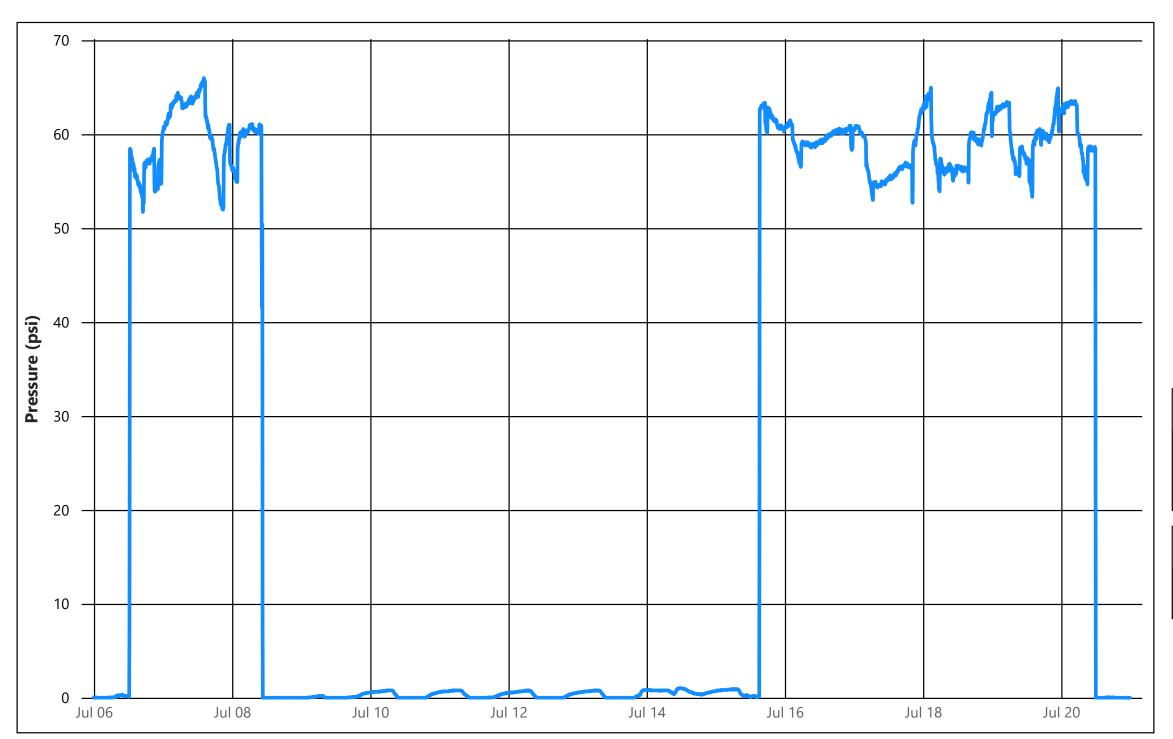
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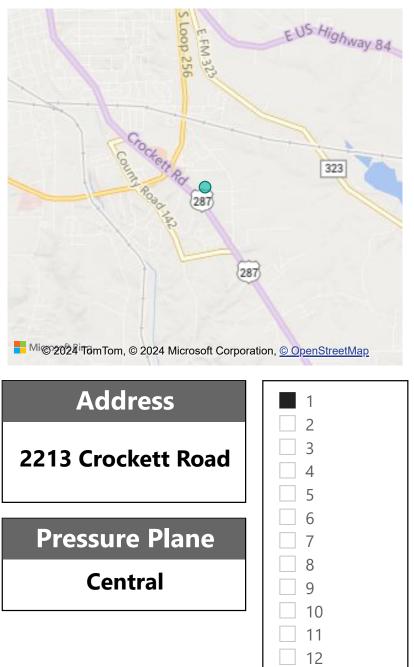






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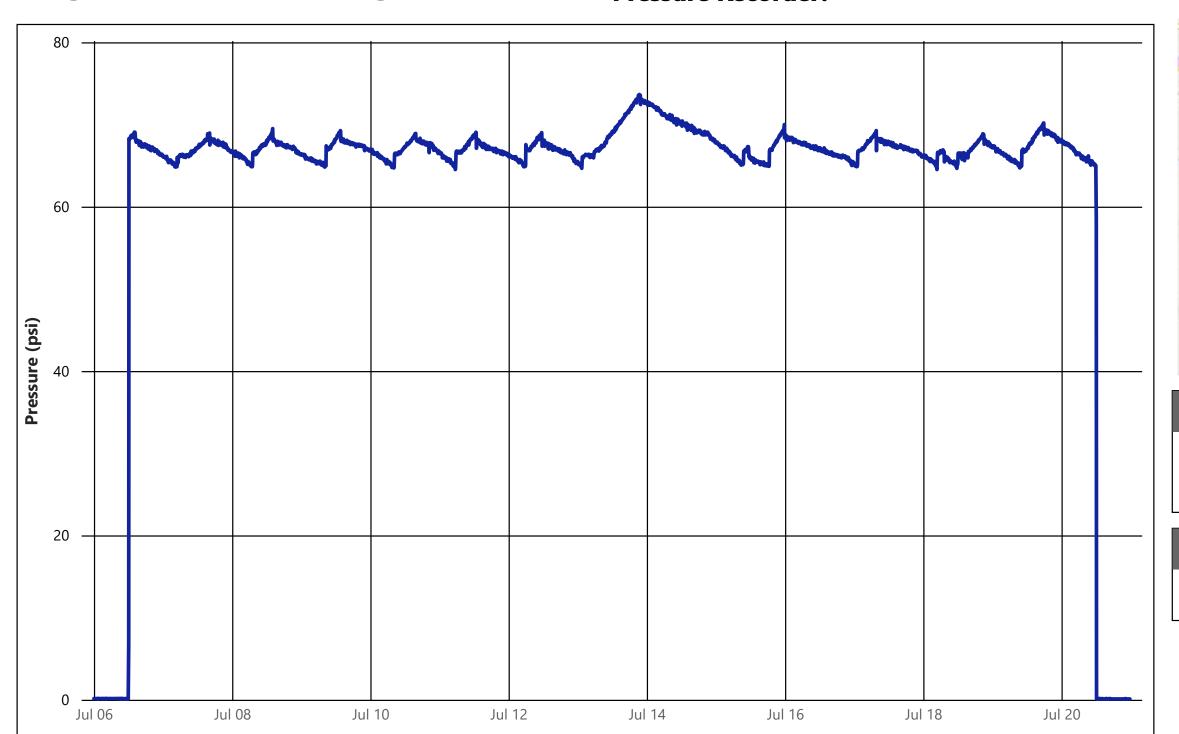
DRAFT Figure A-4 City of Palestine 07/06/22-07/20/22 Field Pressure Testing Results



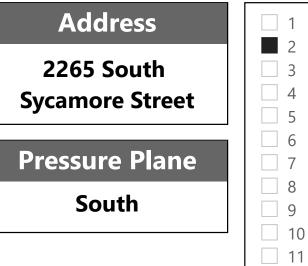


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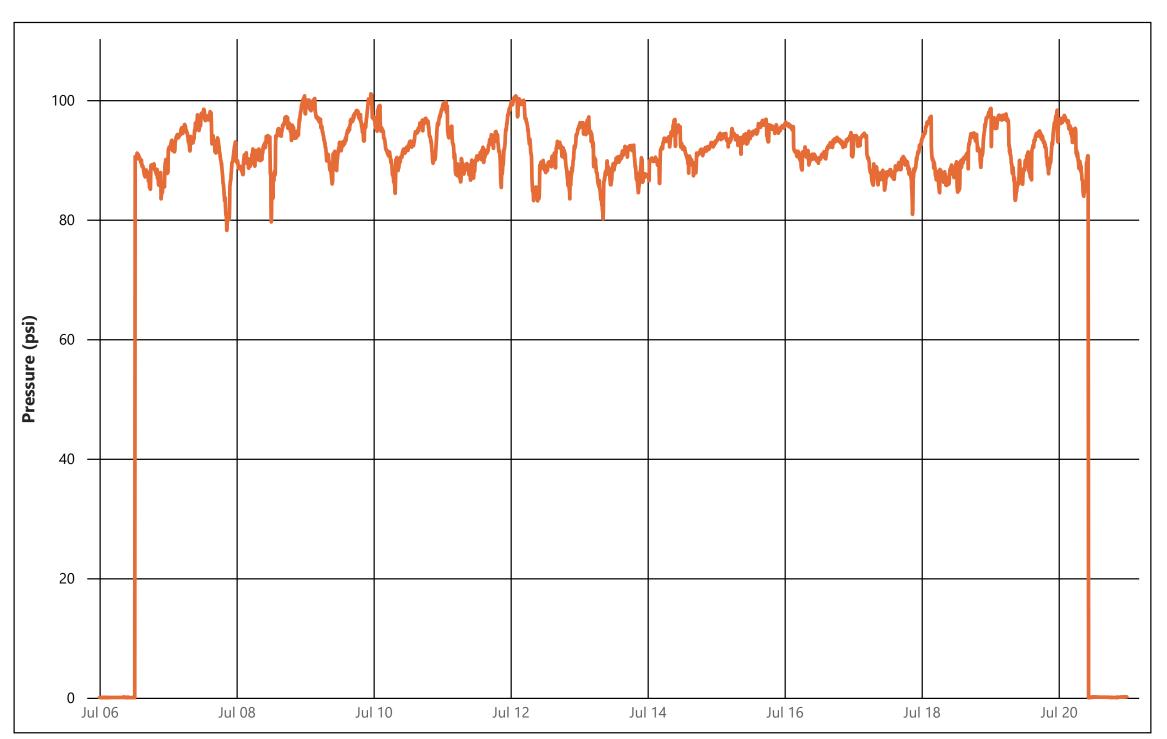
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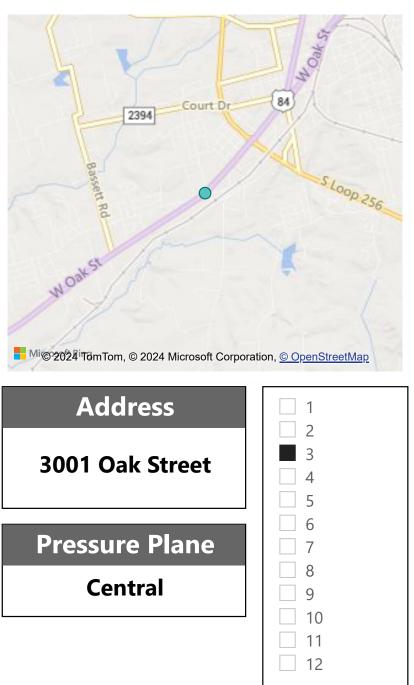
DRAFT Figure A-5 City of Palestine 07/06/22-07/20/22 Field Pressure Testing Results











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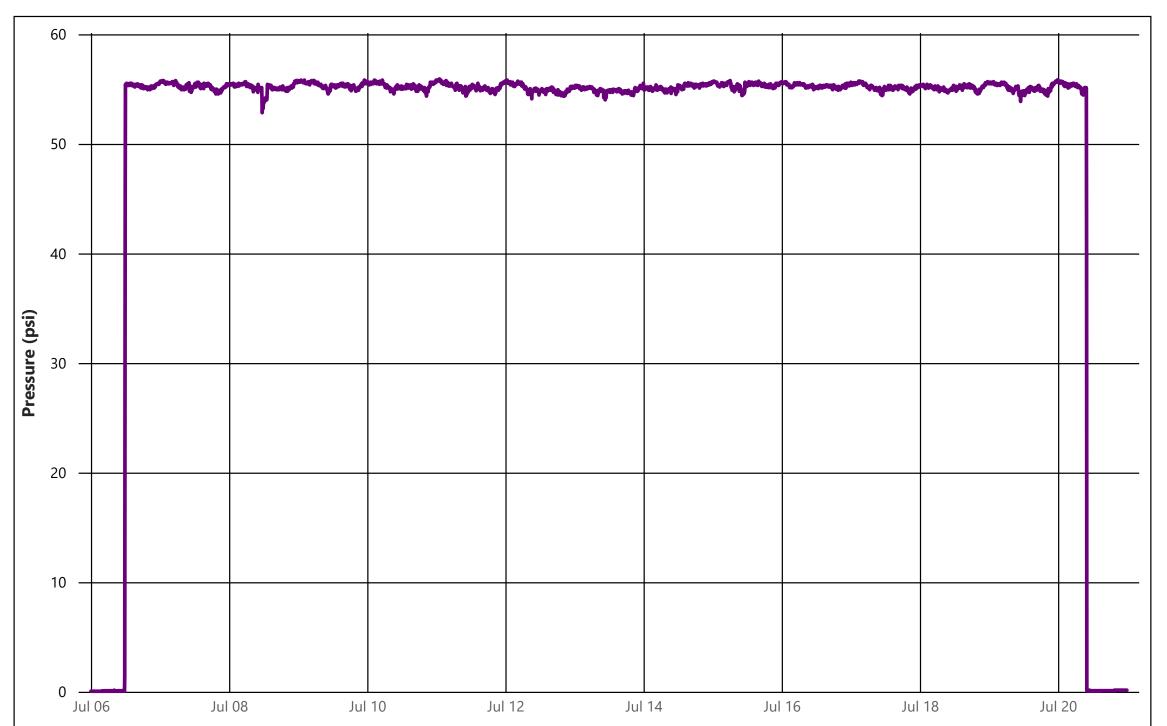
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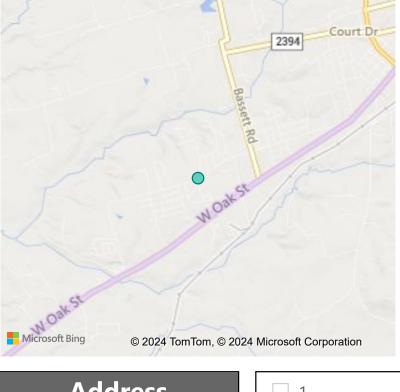
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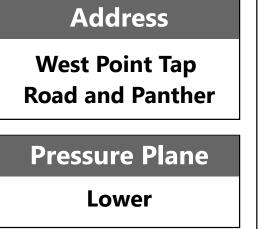


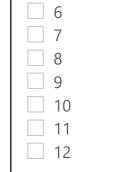










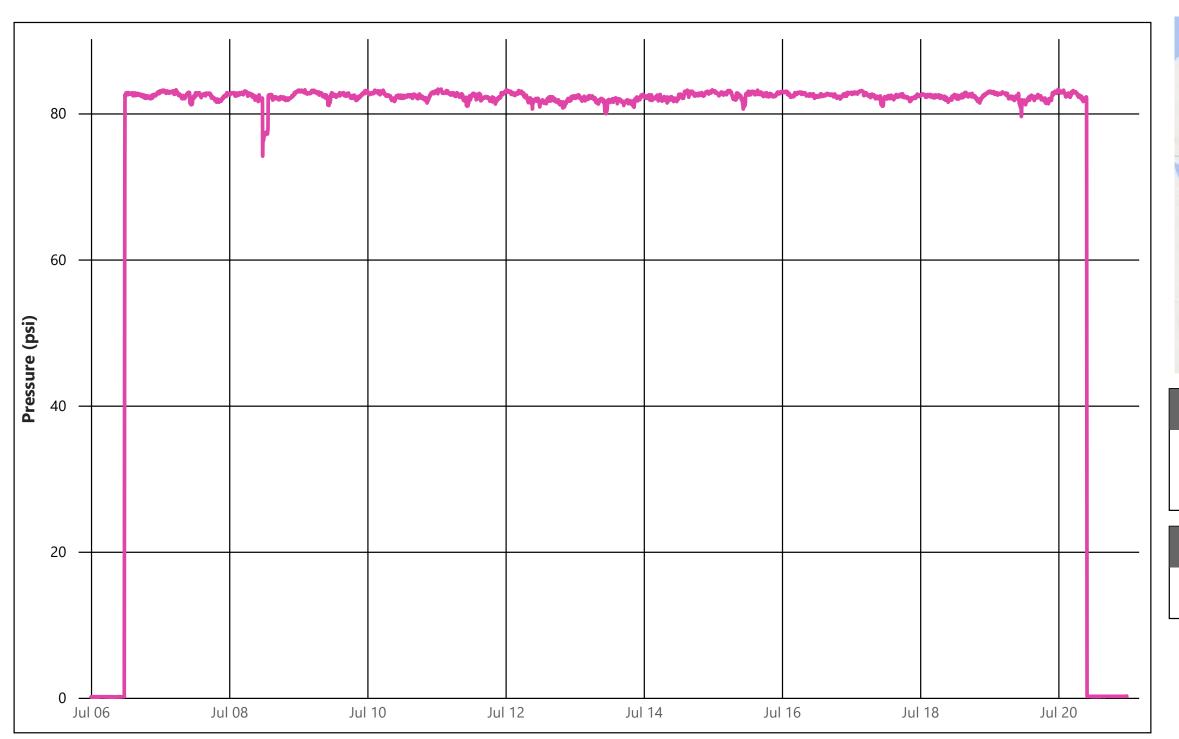


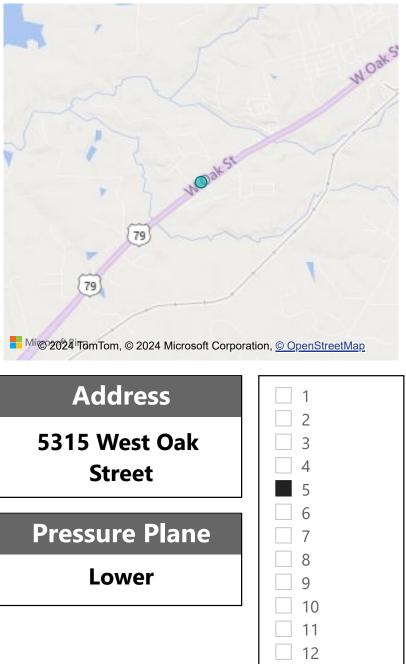
DRAFT Figure A-7 City of Palestine 07/06/22-07/20/22 Field Pressure Testing Results











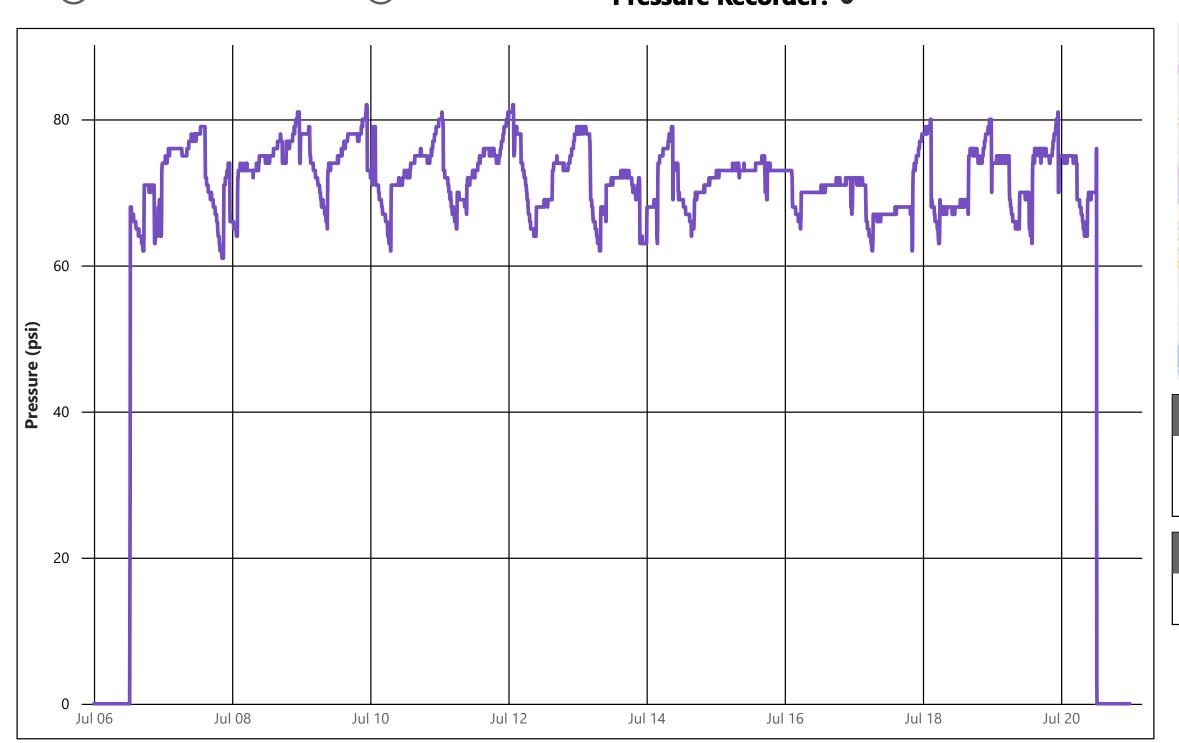
DRAFT Figure A-8 City of Palestine 07/06/22-07/20/22 Field Pressure Testing Results





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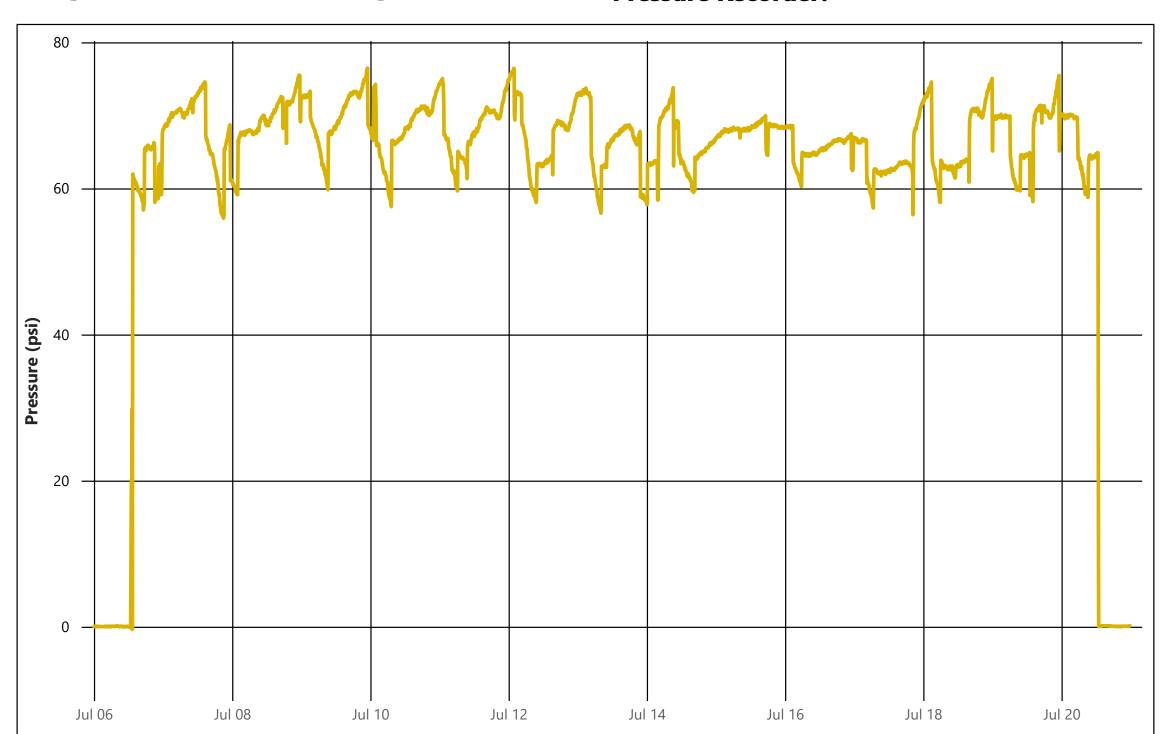
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City of Palestine 07/06/22-07/20/22 Field Pressure Testing Results



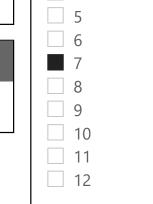












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DRAFT Figure A-10 City of Palestine

07/06/22-07/20/22 Field Pressure Testing Results

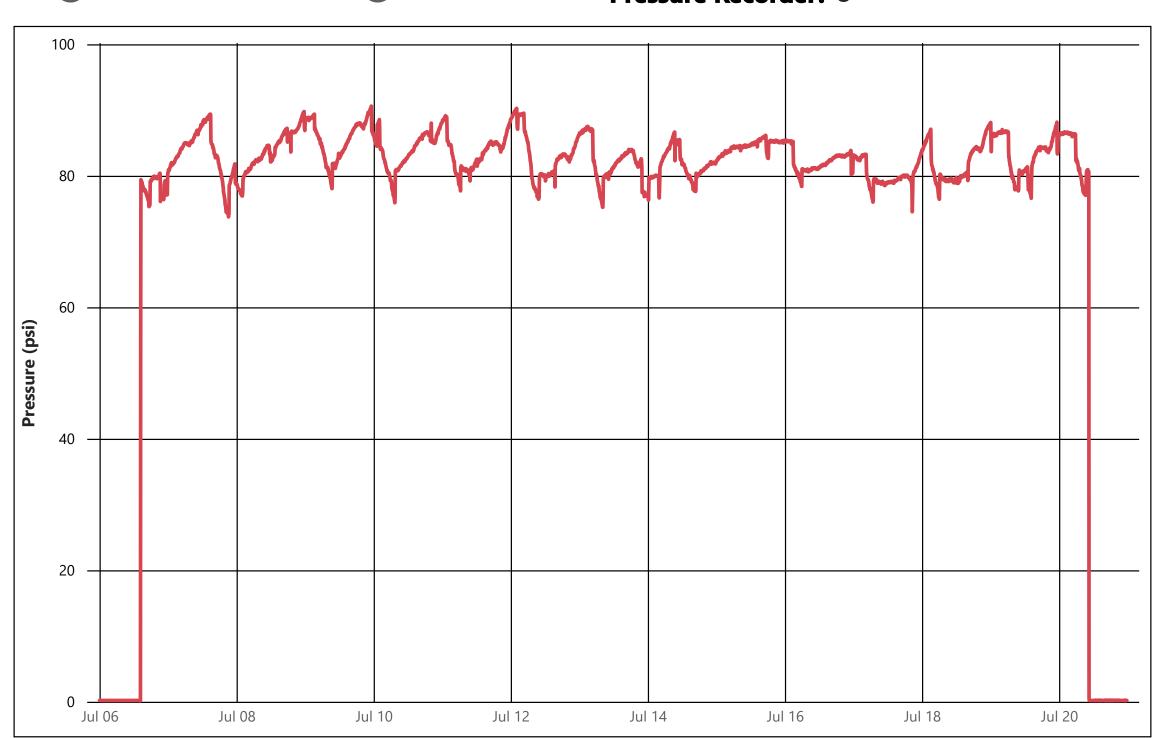


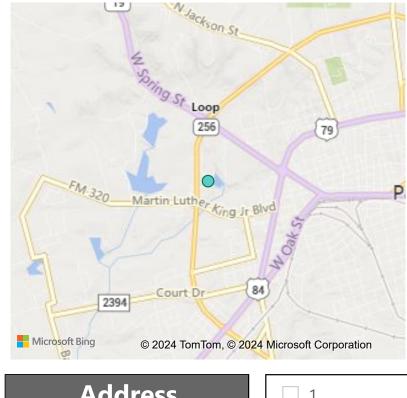


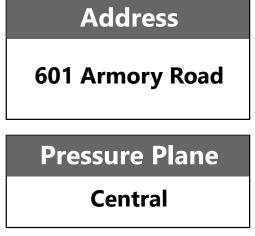
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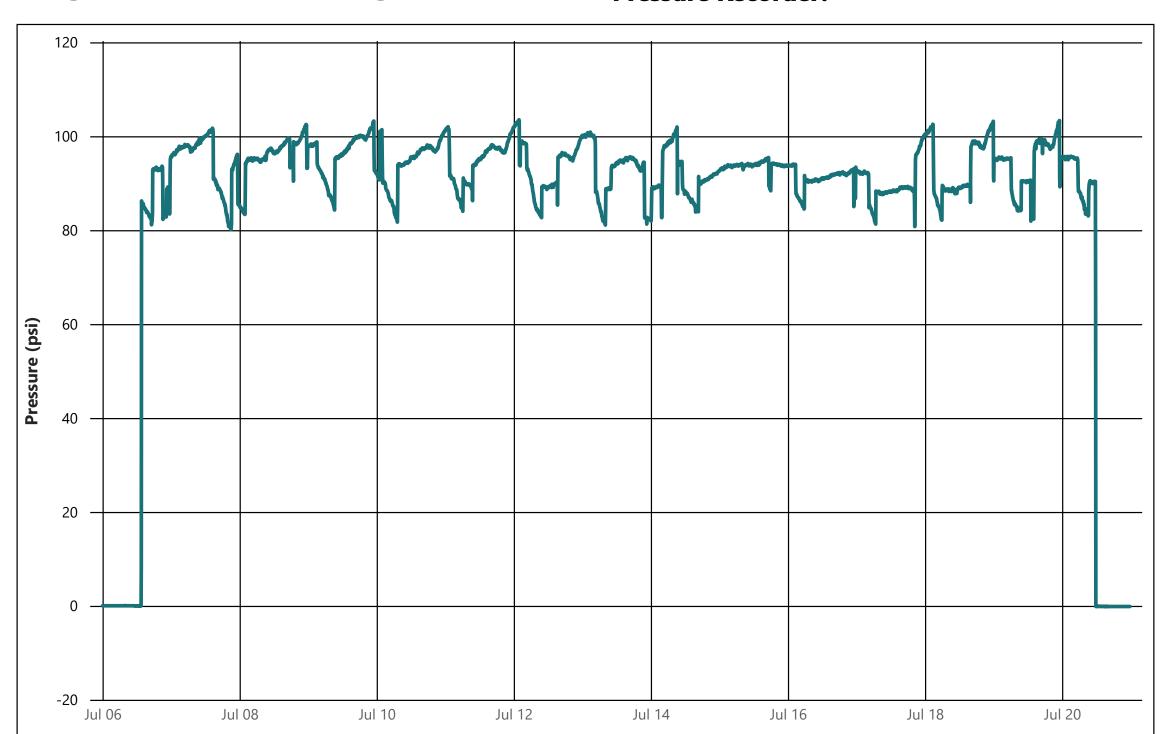
DRAFT Figure A-11 City of Palestine

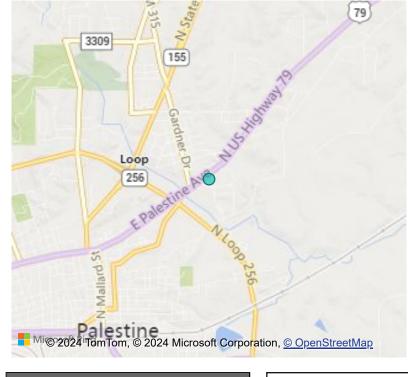
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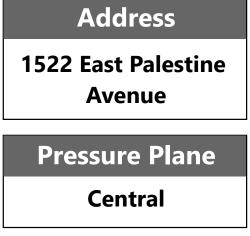












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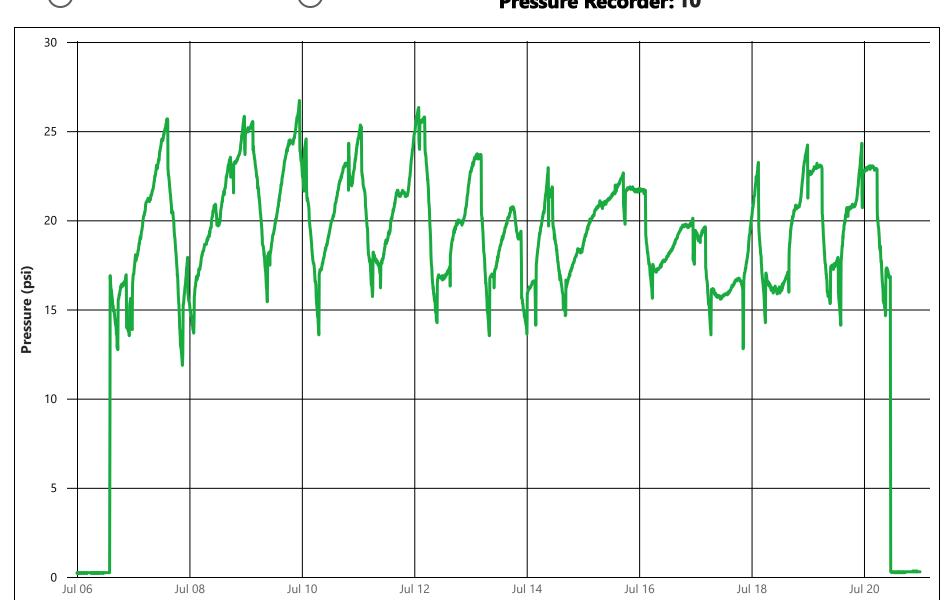
DRAFT Figure A-12 **City of Palestine**

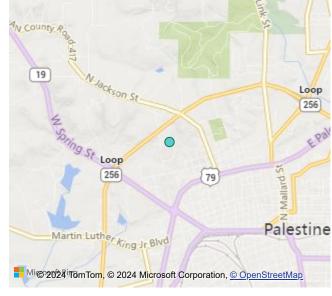
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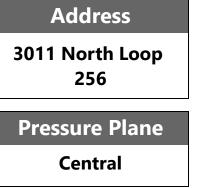


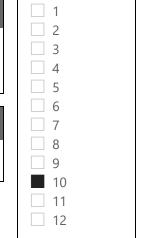












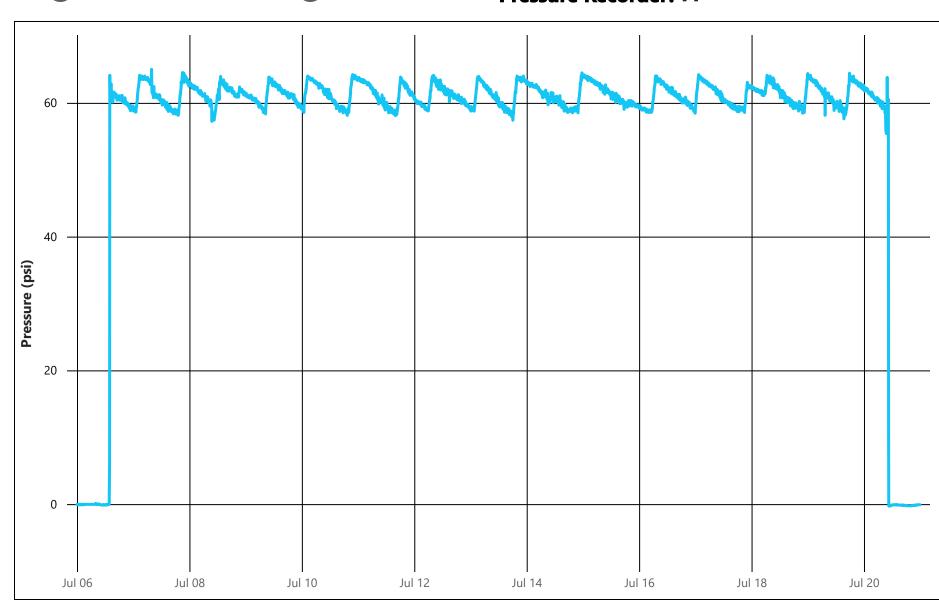
DRAFT Figure A-13 City of Palestine 07/06/22-07/20/22 Field Pressure Testing Results

FREESE NICHOLS





Pressure Recorder: 11

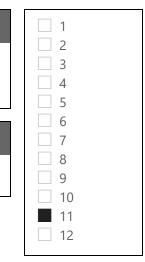




Address 2730 North Jackson Street

Pressure Plane

Upper

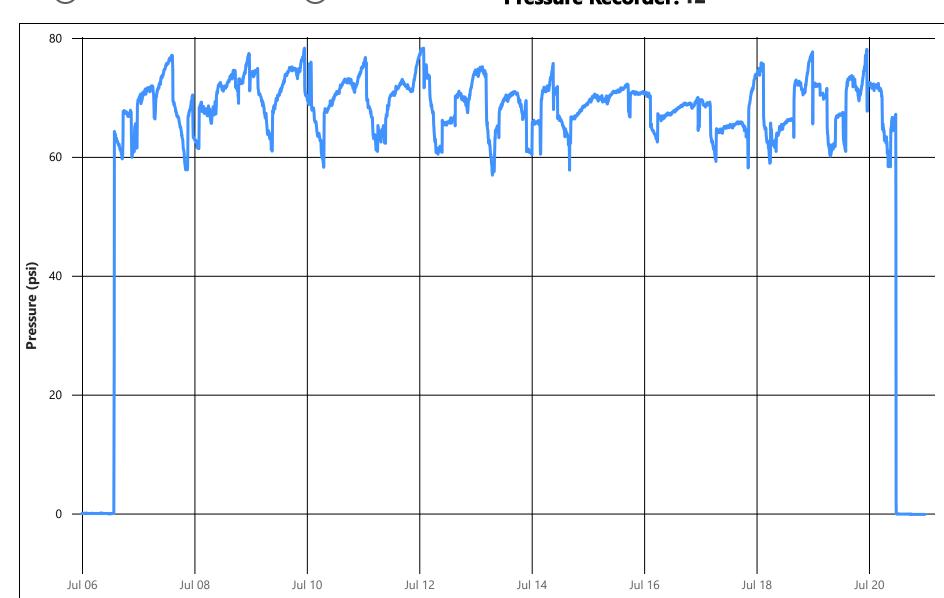


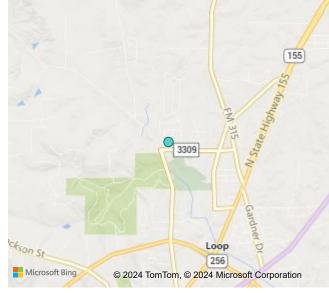
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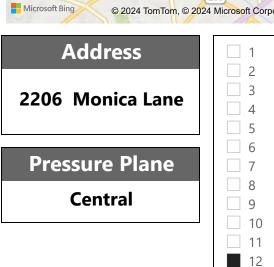
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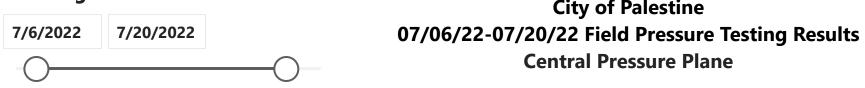


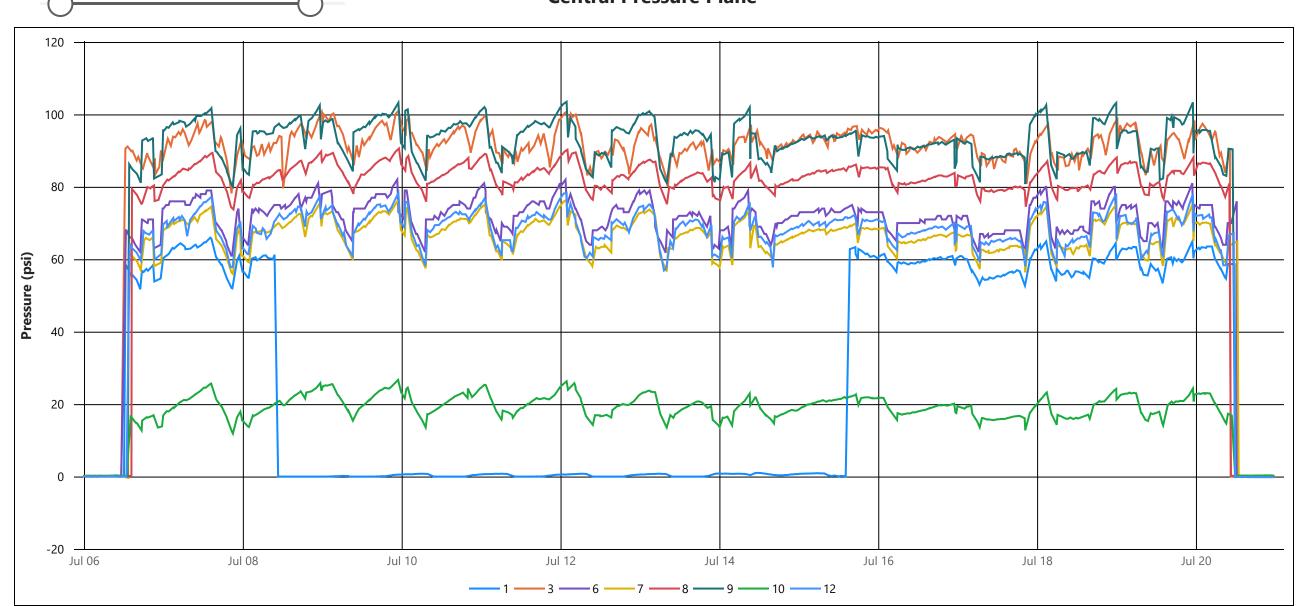


DRAFT Figure A-15 **City of Palestine**









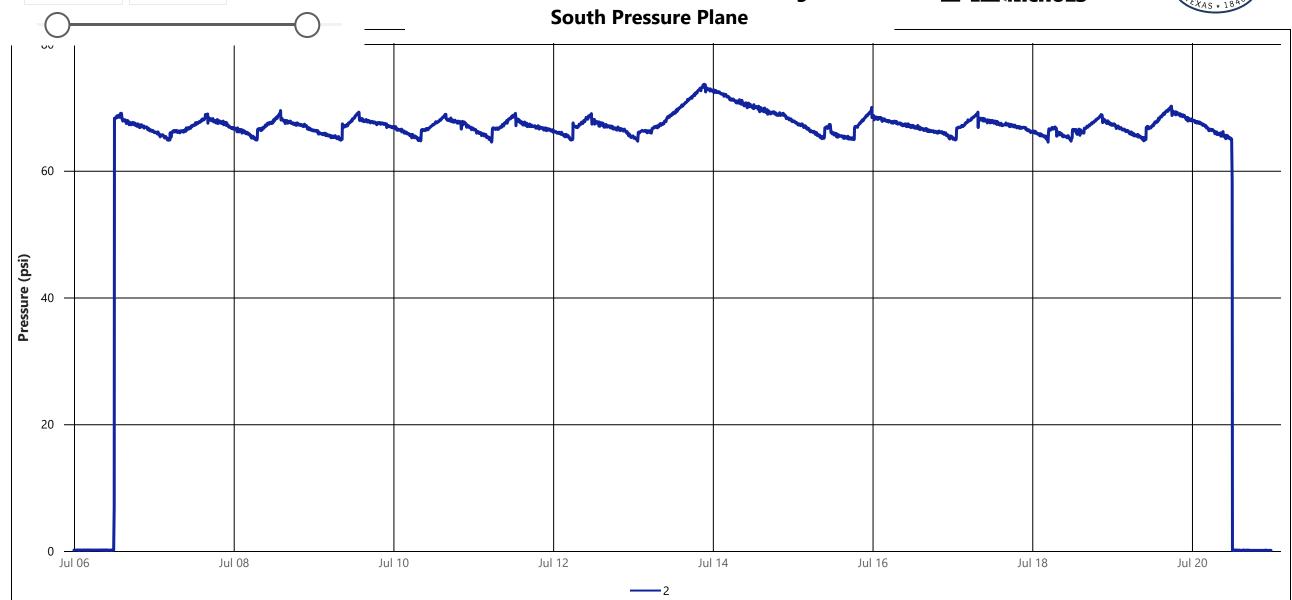
DRAFT Figure A-16









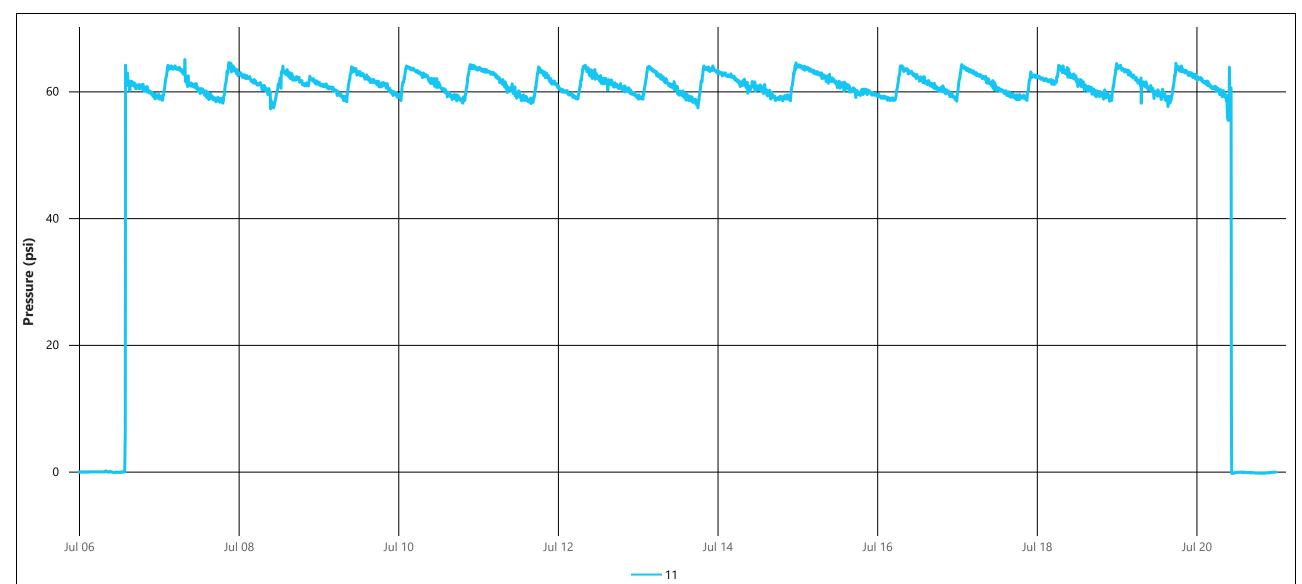


DRAFT Figure A-17
City of Palestine
07/06/22-07/20/22 Field Pressure Testing Results
Upper Pressure Plane







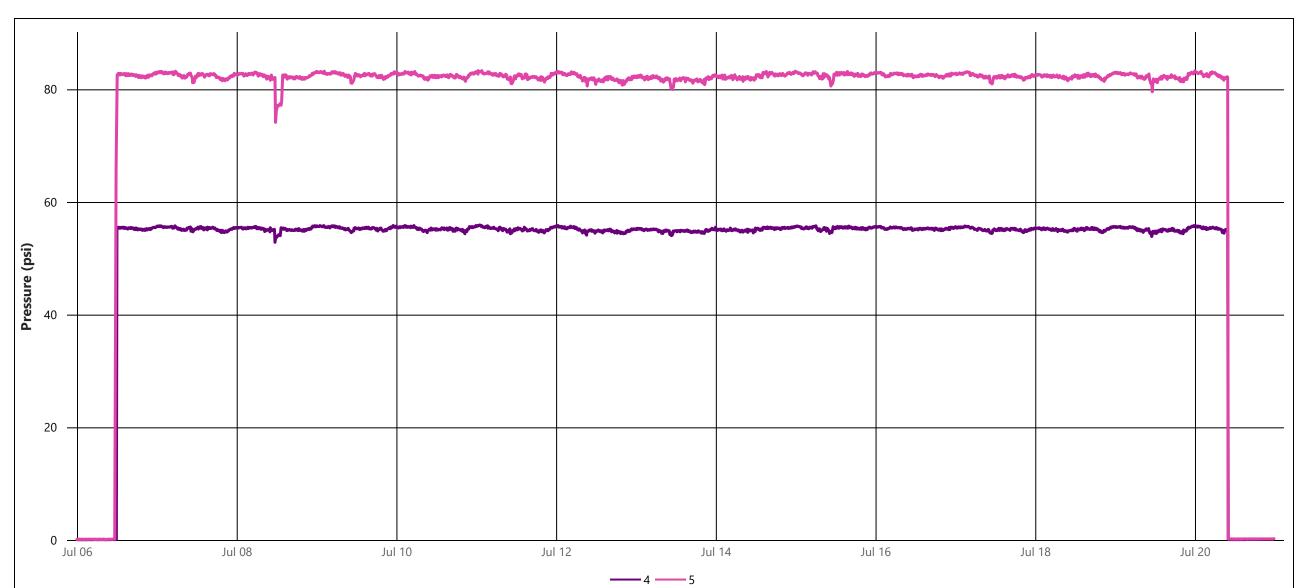


DRAFT Figure A-18
City of Palestine
07/06/22-07/20/22 Field Pressure Testing Results
Lower Pressure Plane













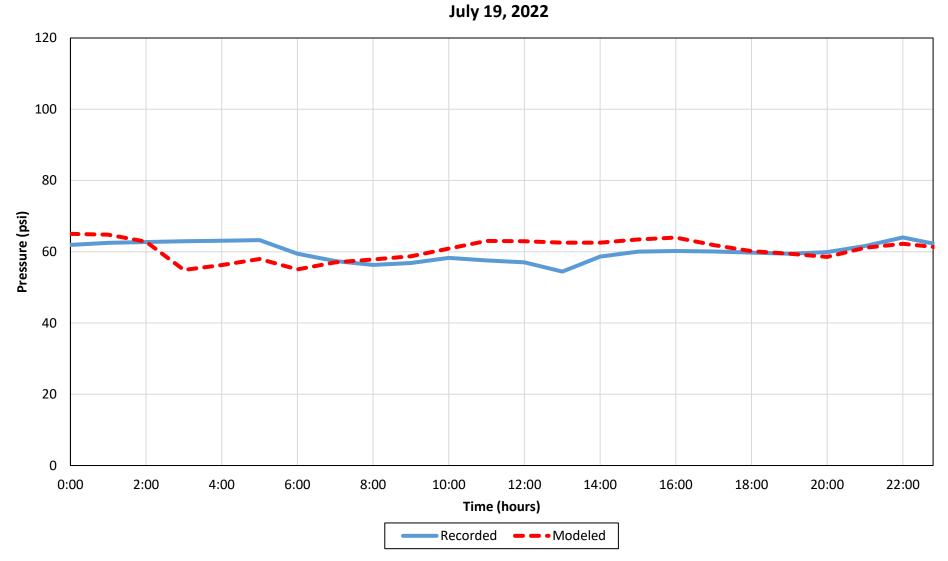
APPENDIX B CALIBRATION CHARTS



DRAFT Figure B-1 Pressure Calibration

FNI Pressure Recorder #1
Central Pressure Zone

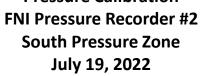


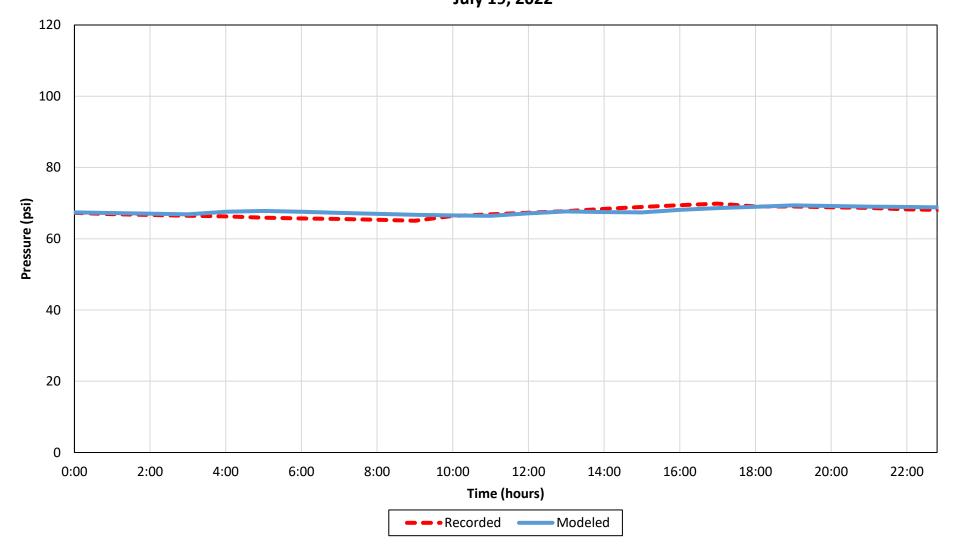




DRAFT Figure B-2 Pressure Calibration NI Pressure Recorder #2

PALESTINE



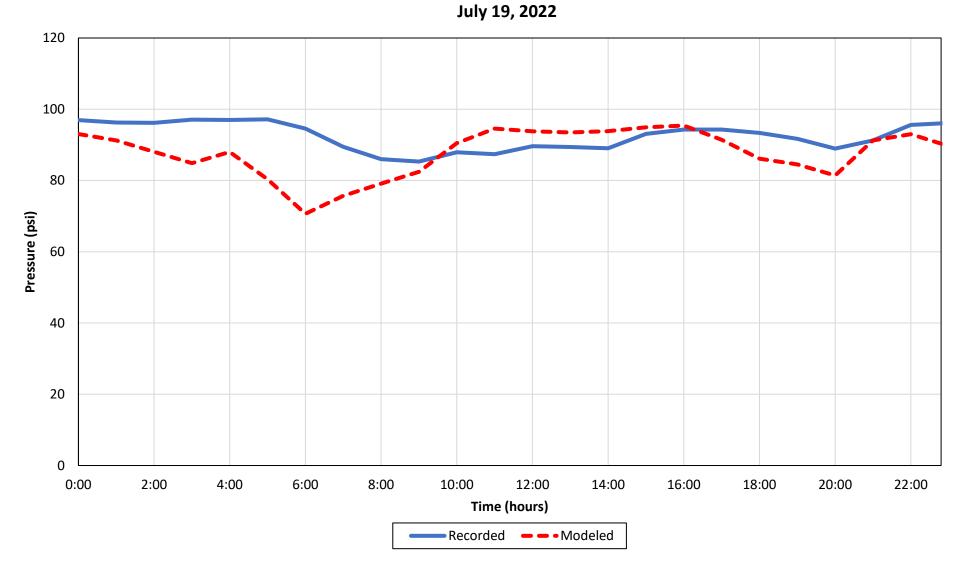




DRAFT Figure B-3

Pressure Calibration
FNI Pressure Recorder #3
Central Pressure Zone



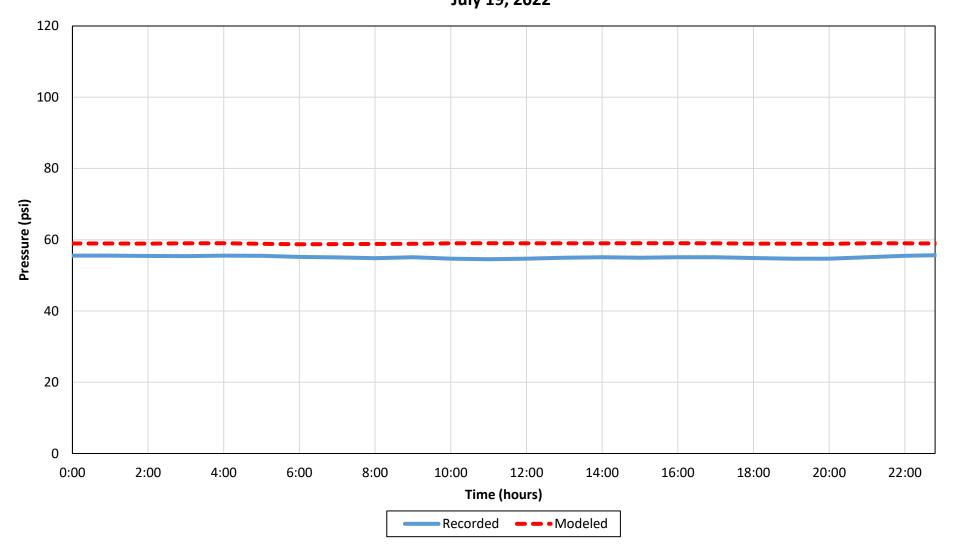




DRAFT Figure B-4 Pressure Calibration

FNI Pressure Recorder #4
Lower Pressure Zone
July 19, 2022

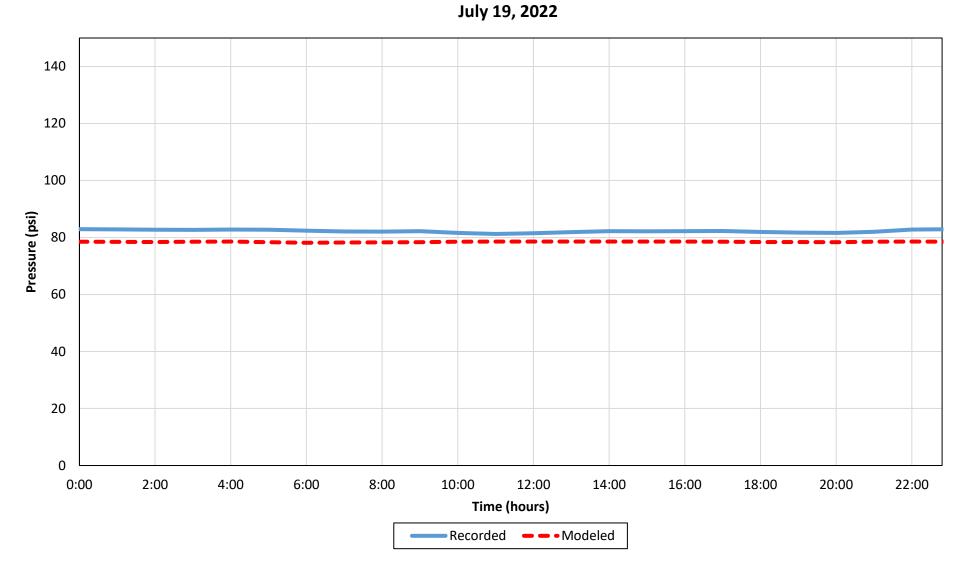






DRAFT Figure B-5 Pressure Calibration FNI Pressure Recorder #5 Lower Pressure Zone

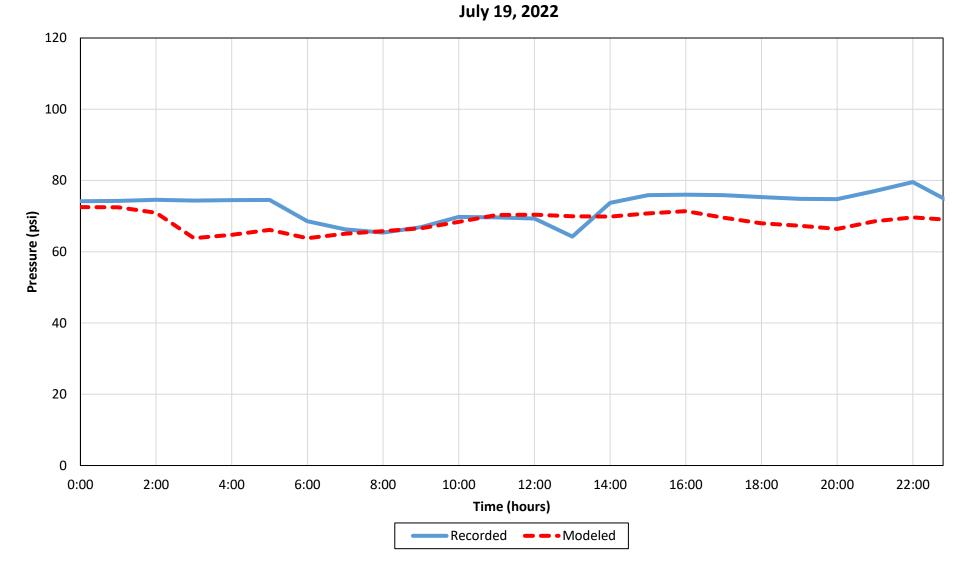






DRAFT Figure B-6 Pressure Calibration FNI Pressure Recorder #6 Central Pressure Zone

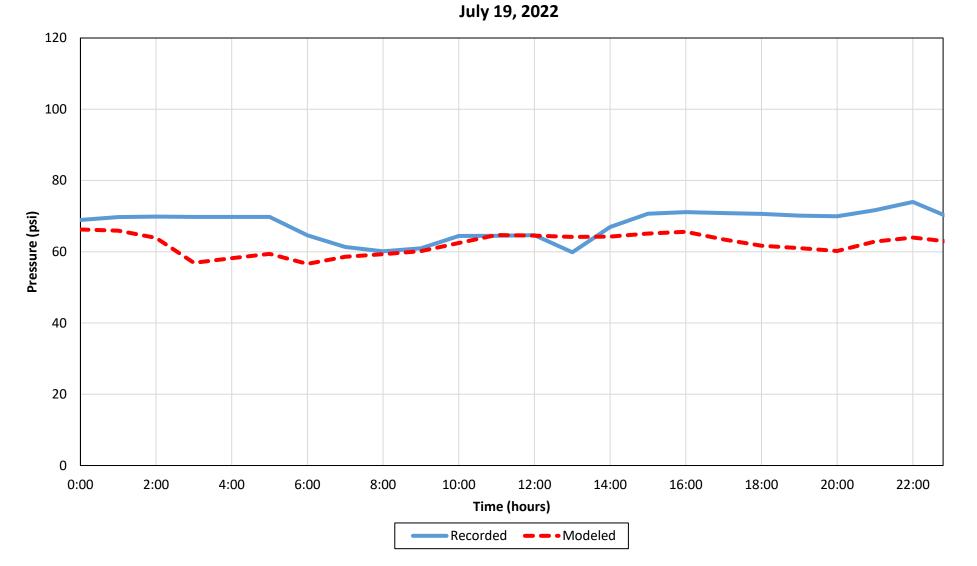






DRAFT Figure B-7 Pressure Calibration FNI Pressure Recorder #7 Central Pressure Zone

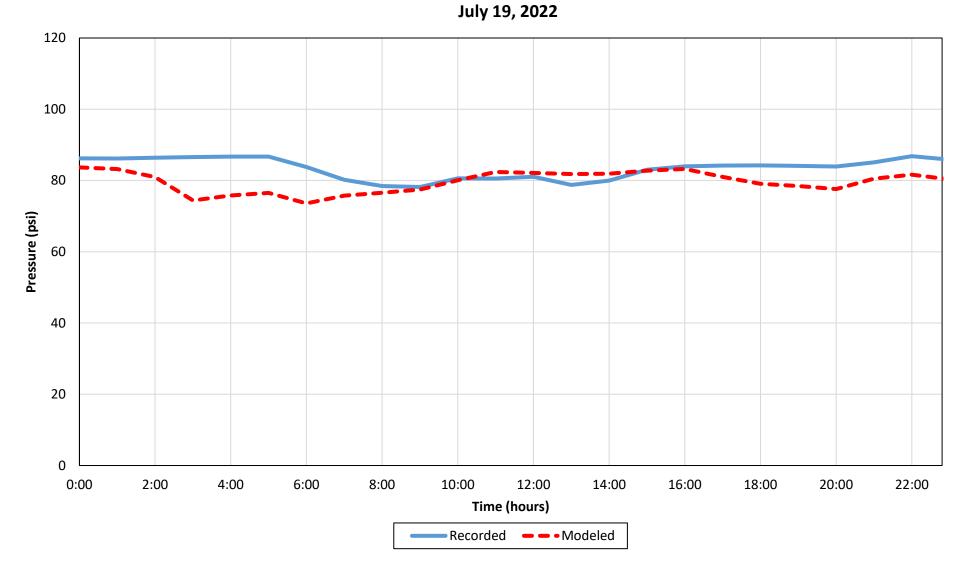






DRAFT Figure B-8 Pressure Calibration

FNI Pressure Recorder #8 Central Pressure Zone PALESTINE

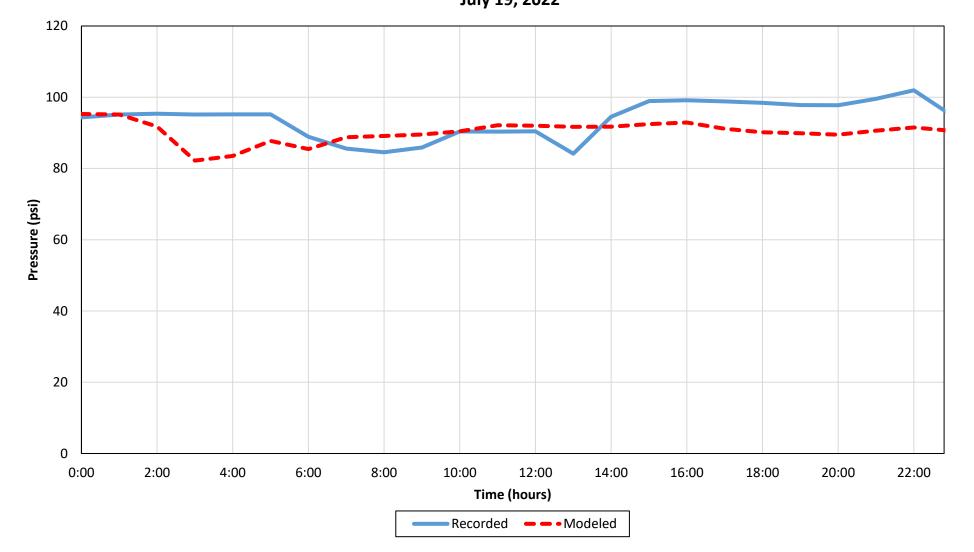




DRAFT Figure B-9

Pressure Calibration FNI Pressure Recorder #9 Central Pressure Zone July 19, 2022



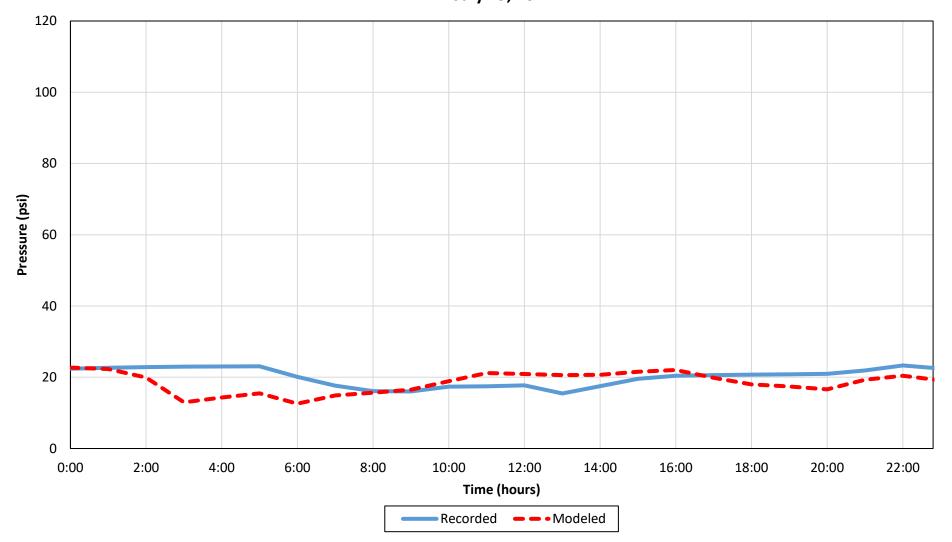




DRAFT Figure B-10

Pressure Calibration
FNI Pressure Recorder #10
Central Pressure Zone
July 19, 2022



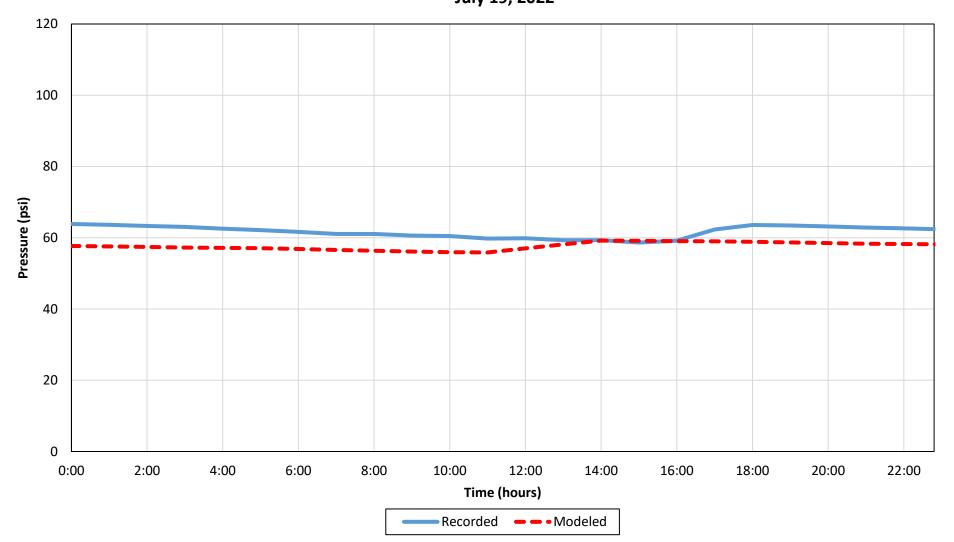




DRAFT Figure B-11

Pressure Calibration
FNI Pressure Recorder #11
Upper Pressure Zone
July 19, 2022





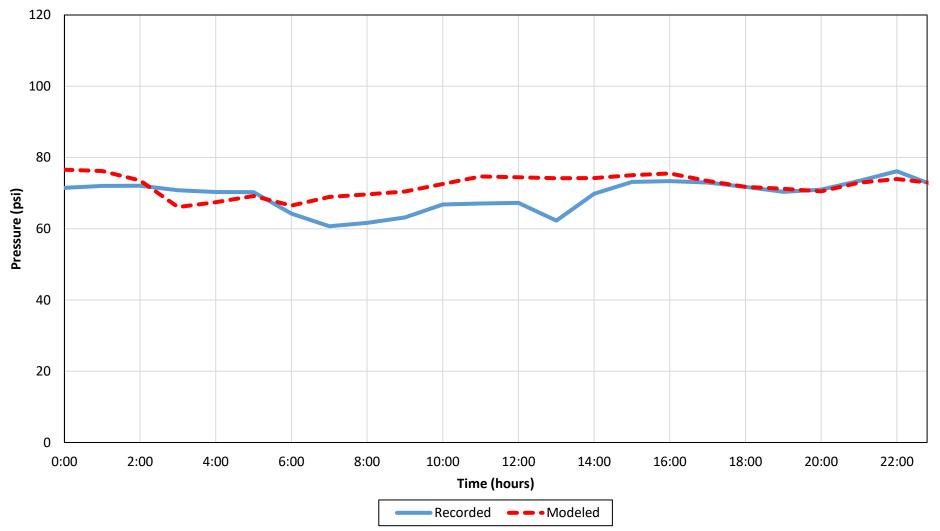


DRAFT Figure B-12 Pressure Calibration

FNI Pressure Recorder #12 Central Pressure Zone

July 19, 2022

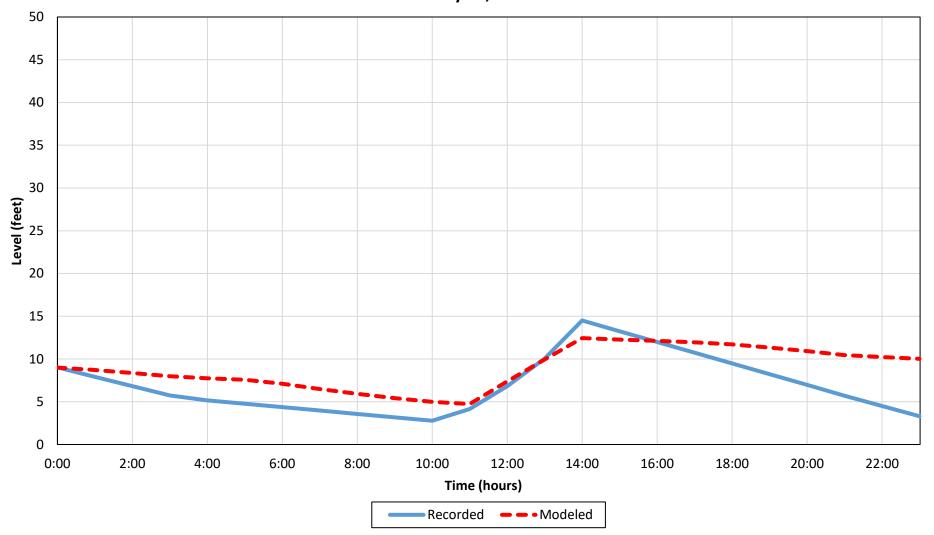






DRAFT Figure B-13
Level Calibration
North Jackson EST
Upper Pressure Zone
July 19, 2022

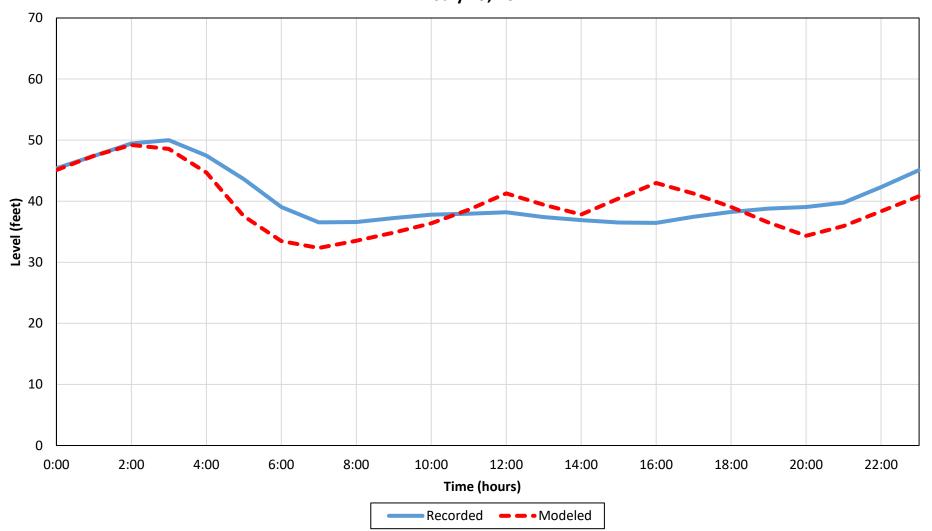






DRAFT Figure B-14 Level Calibration South Sycamore GST Central Pressure Zone July 19, 2022

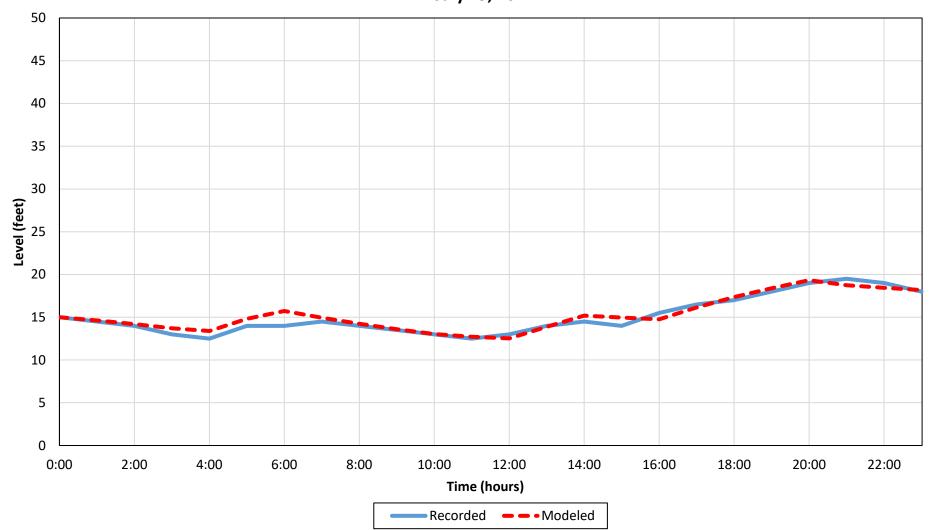






DRAFT Figure B-15
Level Calibration
Willow Creek EST
South Pressure Zone
July 19, 2022

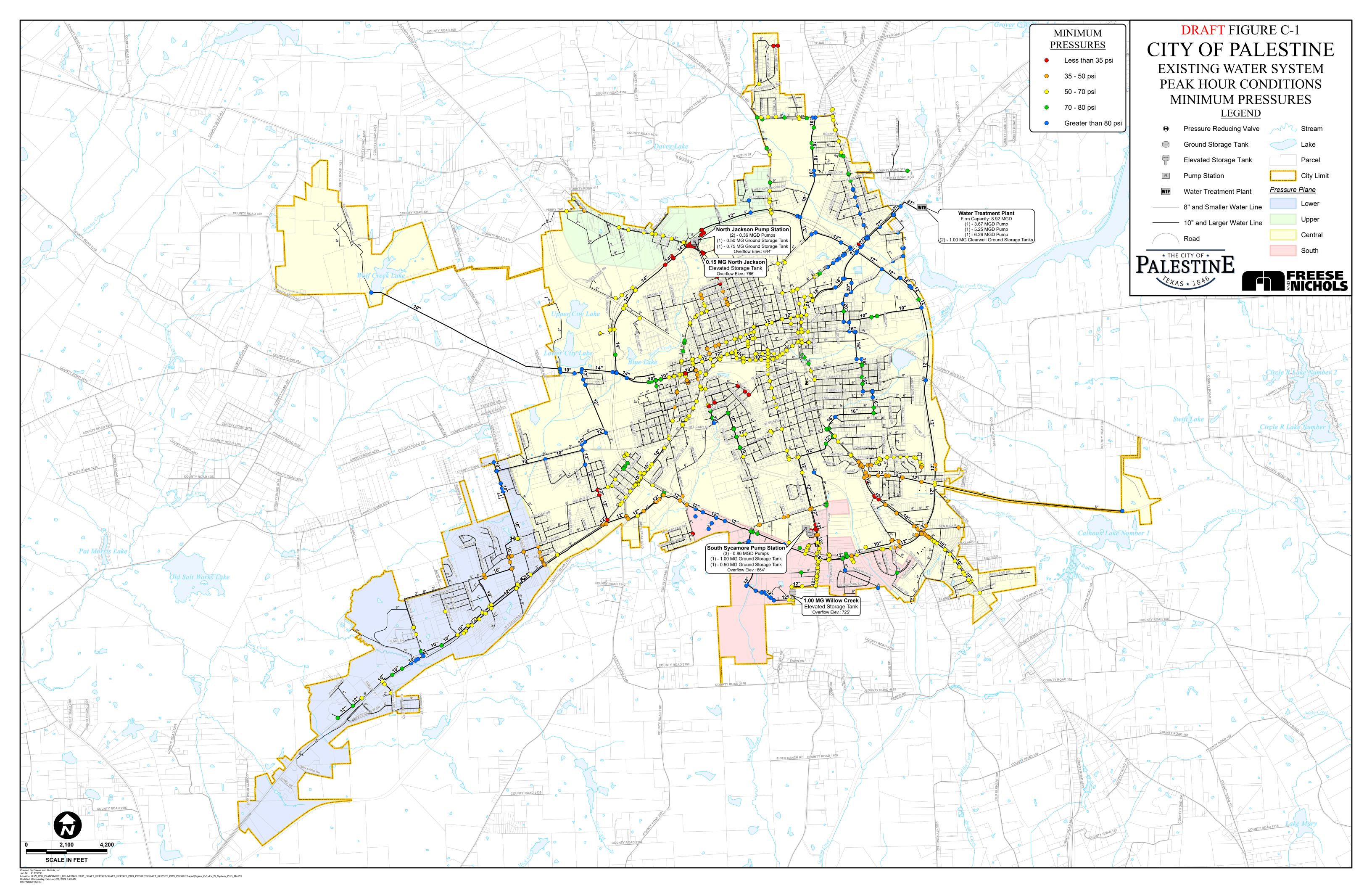


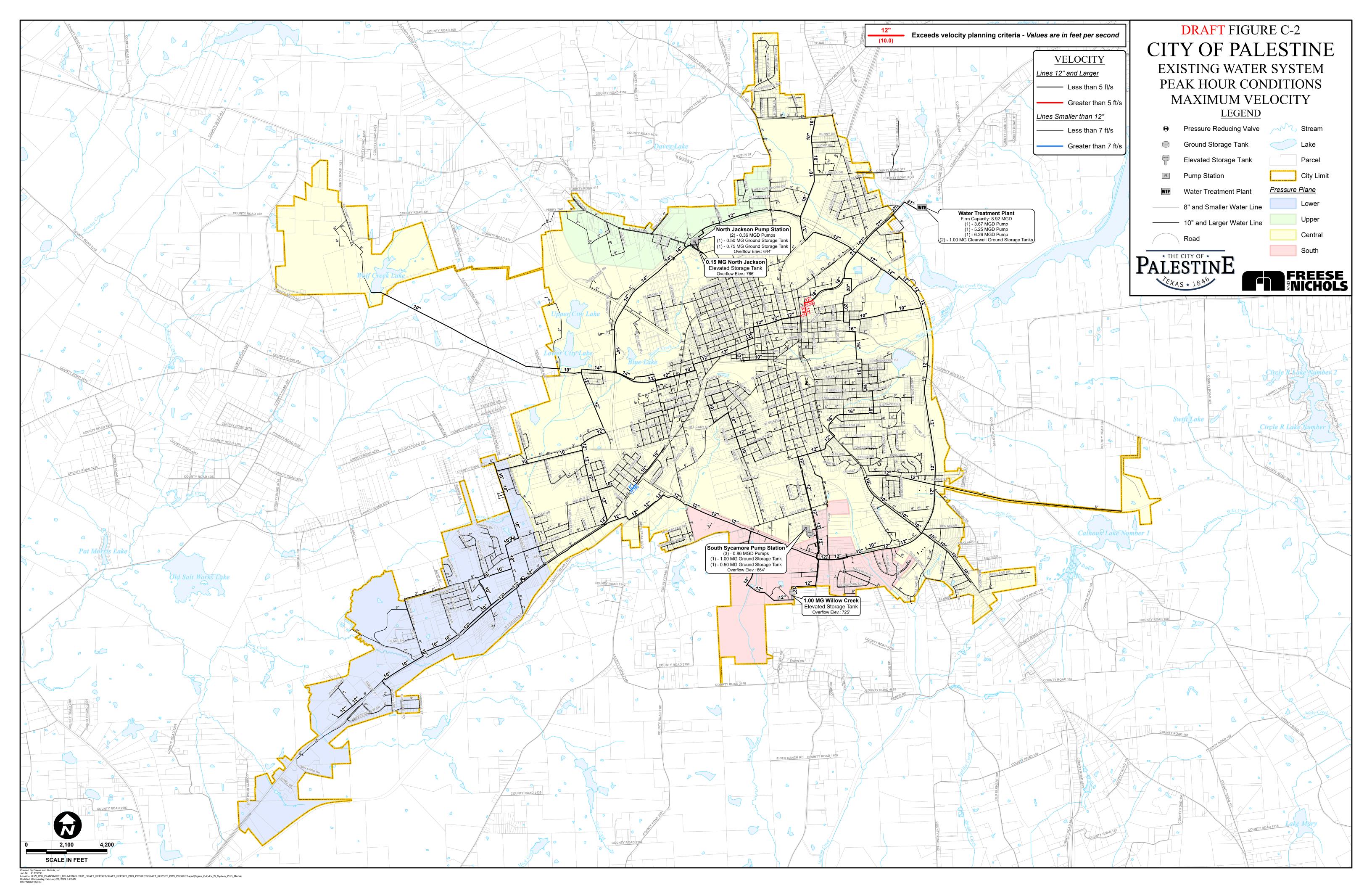


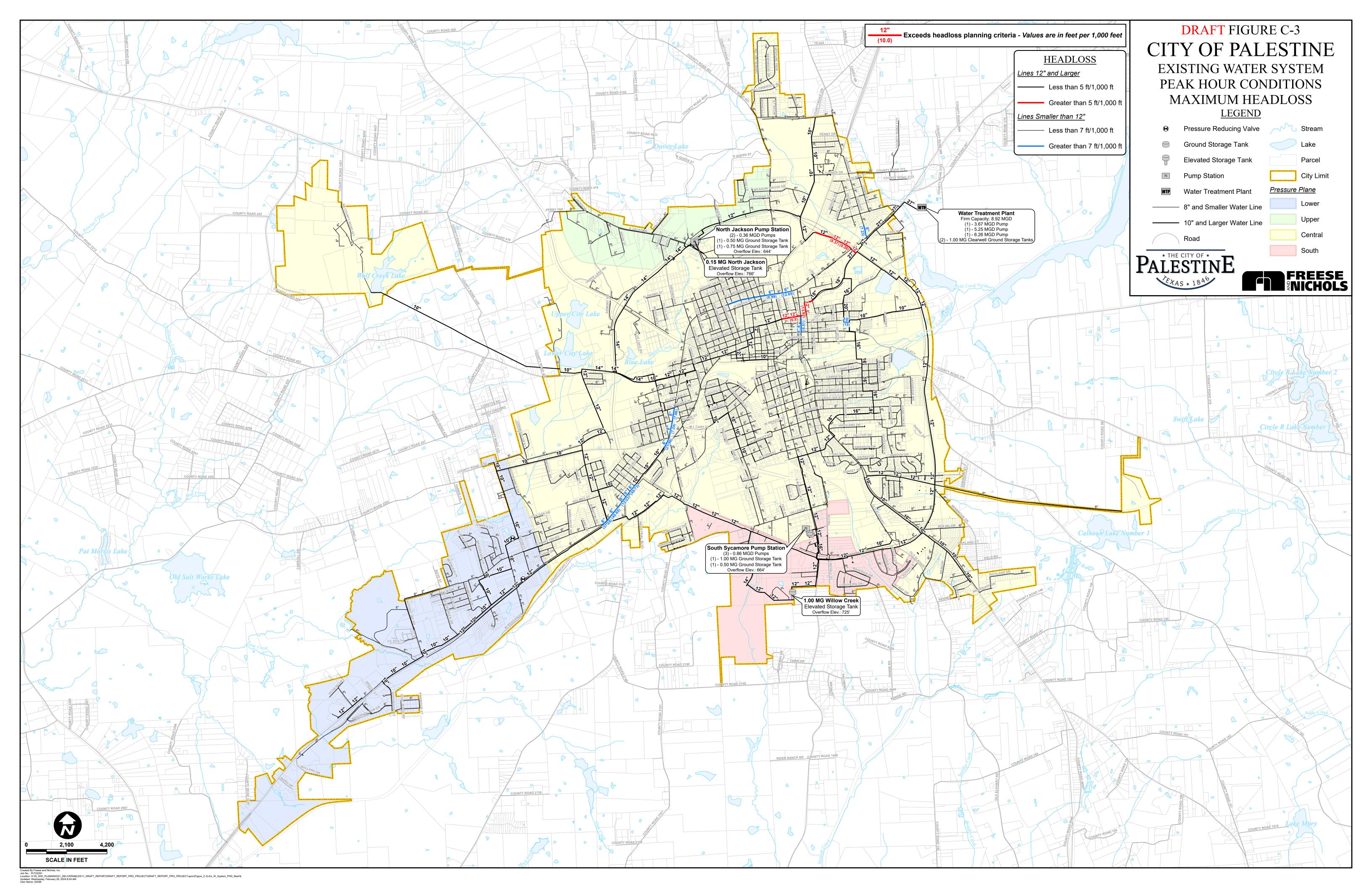


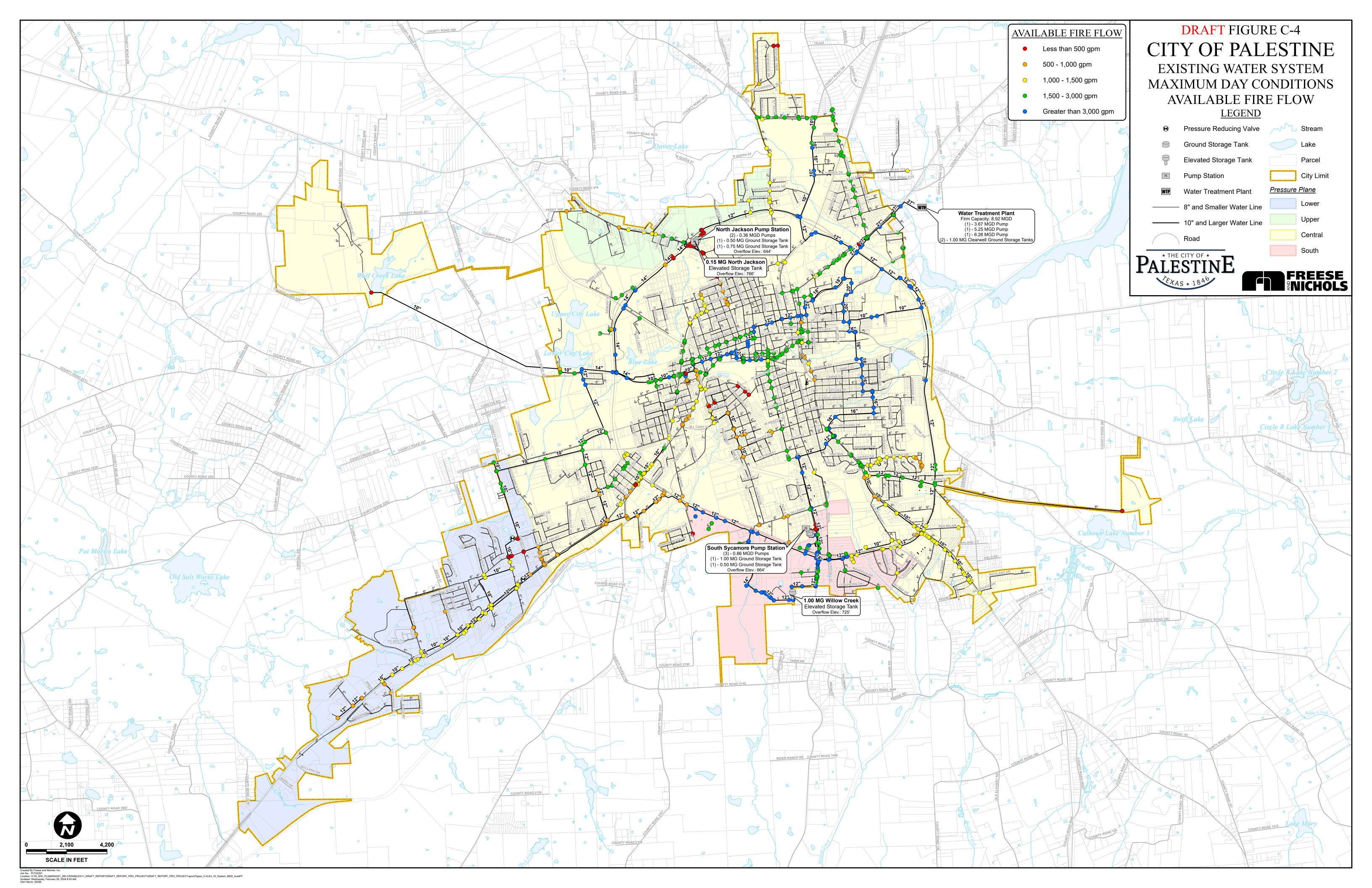


APPENDIX C EXISTING WATER SYSTEM ANALYSIS MAPPING













APPENDIX D ESTIMATED WATER CIP OPINION OF PROBABLE CONSTRUCTION COSTS





DRAFT Capital Improvement Cost Estimate

March 2024

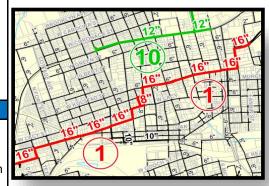
Construction Project Number:

Project Driver: Existing Deficiency

Project Name: 16-inch Downtown Water Line Replacement

Project Description: Vicinity Map

This improvement consists of the construction of a 16-inch water line replacing the existing 10/12-inch water line from Head Street to Texas Avenue. This improvement also includes the construction of a 8-inch water line replacing the existing 6-inch water line along W Lacy Street from N Queen Street to N Rainey Street.



Project Drivers:

This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes.

This improvement will also increase looping and redundancy within the system.

	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	16" WL & Appurtenances	8,900	LF	\$ 320	\$	2,848,000			
2	8" WL & Appurtenances	120	LF	\$ 160	\$	19,200			
3	Concrete Pavement Repair	9,020	LF	\$ 100	\$	902,000			
				SUBTOTAL:	\$	3,769,200			
		CONTING	GENCY	30%	\$	1,130,800			
				SUBTOTAL:	\$	4,900,000			
		ENG/SURVEY 20%		20%	\$	980,000			
		SUBTOTAL:			\$	5,880,000			
	Estimated Project Total:								





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Existing Deficiency

Martin Luther King Jr Boulevard 16-inch Water Line Replacement and Variah Street

Project Name: 12-inch Extension

Project Description: Vicinity Map

This improvement consists of the construction of 16-inch water line replacing the existing 12-inch water line along Martin Luther King Jr Boulevard from Texas Avenue to Robinson Street. This project also includes a 12-inch water line replacing the existing 10-inch water line along Variah Street and will extend south to connect with the existing 8-inch water line at W Palestine Avenue and W Oak Street.



Project Drivers:

This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes. This improvement will also increase looping and redundancy within the system.

	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT	PRICE		TOTAL		
1	16" WL & Appurtenances	3,000	LF	\$	320	\$	960,000		
2	12" WL & Appurtenances	3,200	LF	\$	240	\$	768,000		
3	Concrete Pavement Repair	4,200	LF	\$	100	\$	420,000		
4	ROW/Easement	58,000	SF	\$	6	\$	348,000		
				SUBT	OTAL:	\$	2,496,000		
		CONTING	GENCY	30)%	\$	748,800		
		SUBTOTAL:		\$	3,244,800				
		ENG/SURVEY 20%		\$	649,000				
SUBTOTAL:					\$	3,893,800			
Estimated Project Total:						\$	3,893,800		





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Existing Deficiency

W Oak Street 12-inch Water Line Replacement and 10-inch 7th Street Water Line

Project Name: Extension

Project Description:

Vicinity Map

This improvement consists of the construction of a 12-inch water line replacing the existing 6/10-inch water line along W Palestine Avenue and W Oak Streett between Court Drive and W Point Tap Road. This improvement also includes the replacement of the existing 8/6-inch water line at Westwood Road and 7th Street with a 10-inch water line along 7th Street from Westwood Road to the proposed 12-inch water line along W Oak Street.



This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes.

This improvement will also increase looping and redundancy within the system.



	Opinion of Prob	able Constru	iction Cos	t		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL
1	12" WL & Appurtenances	5,800	LF	\$ 240	\$	1,392,000
2	10" WL & Appurtenances	1,000	LF	\$ 200	\$	200,000
3	Concrete Pavement Repair	6,800	LF	\$ 100	\$	680,000
				SUBTOTAL:	\$	2,272,000
		CONTING	GENCY	30%	\$	681,600
				SUBTOTAL:	\$	2,953,600
		ENG/SURVEY 20%		20%	\$	590,800
		SUBTOTAL:			\$	3,544,400
	Estimated Project Total:					





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Existing Deficiency

Project Name: Central and Lower Pressure Plane 12-inch Water Line Replacement

Project Description: Vicinity Map

This improvement consists of the construction of a 12-inch water line replacing the existing 8-inch water line along W Oak Street between Point Tap Road and Tile Factory Road.

B. COUNTY RO

Project Drivers:

This improvement will increase the transmission capacity in the central area of the City to the South and Lower Pressure Planes.

This improvement will also increase looping and redundancy within the system.

	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	12" WL & Appurtenances	5,500	LF	\$ 240	\$	1,320,000			
2	Concrete Pavement Repair	5,000	LF	\$ 100	\$	500,000			
		SUBTOTAL:			\$	1,820,000			
		CONTING	GENCY	30%	\$	546,000			
				SUBTOTAL:	\$	2,366,000			
		ENG/SURVEY 20		20%	\$	473,200			
		SUBTOTAL:			\$	2,839,200			
Estimated Project Total:						2,839,200			





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Existing Deficiency

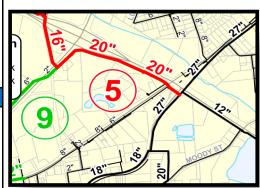
Project Name: Loop 256 20-inch Water Line Replacement

Project Description: Vicinity Map

This improvement consists of the construction of a 20-inch water line replacing the existing 12-inch water line along N Loop 256 between E Palestine Avenue and State HW 156.

Project Drivers:

This improvement will increase the transmission capacity to the North Jackson Pump Station and increase looping and redundancy within the system.



	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	QUANTITY UNIT UNIT PRICE			TOTAL			
1	20" WL & Appurtenances	3,100	LF	\$ 400	\$	1,240,000			
2	Concrete Pavement Repair	1,000	LF	\$ 100	\$	100,000			
		SUBTOTAL:			\$	1,340,000			
		CONTING	GENCY	30%	\$	402,000			
				SUBTOTAL:	\$	1,742,000			
		ENG/SURVEY 20%			\$	348,400			
		SUBTOTAL:				2,090,400			
	\$	2,090,400							





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Existing Deficiency

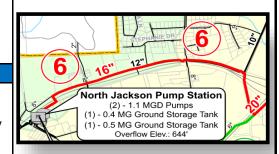
Project Name: Loop 256 16-inch Water Line Replacement

Project Description: Vicinity Map

This improvement consists of the construction of a 16-inch water line replacing the existing 12-inch water line along N Loop 256 between State HW 156 and the North Jackson Pump Station.

Project Drivers:

This improvement will increase the transmission capacity to the North Jackson Pump Station and increase looping and redundancy within the system.



	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	16" WL & Appurtenances	8,000	LF	\$ 320	\$	2,560,000			
2	Concrete Pavement Repair	2,000	LF	\$ 100	\$	200,000			
	SUBTOTAL:				\$	2,760,000			
		CONTING	GENCY	30%	\$	828,000			
				SUBTOTAL:	\$	3,588,000			
		ENG/SURVEY 20%		\$	717,600				
		SUBTOTAL:			\$	4,305,600			
Estimated Project Total:						4,305,600			





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Existing Deficiency

Project Name: S Sycamore Street 16-inch Water Line Replacement

This improvement consists of the construction of a 16-inch water line replacing the existing 12-inch water line along S Sycamore

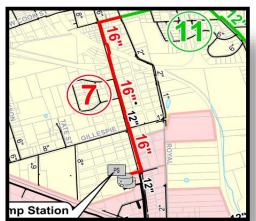
Street between W Huffsmith Street and the South Sycamore Pump

Station.

Project Drivers:

Project Description:

This improvement will increase the transmission capacity to the South Sycamore Pump Station and increase looping and redundancy within the system.



Vicinity Map

	Opinion of Prob	able Constru	iction Cos	it			
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL	
1	16" WL & Appurtenances	4,500	LF	\$ 320	\$	1,440,000	
2	30" Boring and Casing	150	LF	\$ 600	\$	90,000	
3	Concrete Pavement Repair	3,900	LF	\$ 100	\$	390,000	
				SUBTOTAL:	\$	1,920,000	
		CONTING	GENCY	30%	\$	576,000	
		SUBTO		SUBTOTAL:	\$	2,496,000	
		ENG/SURVEY 20%		20%	\$	499,200	
				SUBTOTAL:	\$	2,995,200	
	Estimated Project Total: S						





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Future Growth

Project Name: Water Treatment Plant High Service Pump Station Expansion

Project Description: Vicinity Map

This improvement consists of the construction of a 1.0 MGD clearwell at the Water Treatment Plant. This improvement also includes replacing the existing 3.67 MGD pump at the Water Treatment Plant High Service Pump Station with a 4.75 MGD pump to increase the firm capacity to 10.0 MGD.

Water Treatment Plant Firm Capacity, 39 gM mD (1) - 3.67 MGD Pump (1) - 5.25 MGD Pump (1) - 5.25 MGD Pump (2) - 1.00 MG Clearwell Ground Storage Tanks New 1.00 MGD Clearwell Expand Firm Capacity to 10.00 MGD

Project Drivers:

This improvement will increase the pumping and storage capacity at the Water Treatment Plant to serve the future growth in the Central, Upper, and South Pressure Planes.

	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	1.0 MG Clearwell	1	LS	\$ 2,250,000	\$	2,250,000			
2	4.75 MGD Pump	1	LS	\$ 5,700,000	\$	5,700,000			
		SUBTOTA		SUBTOTAL:	\$	7,950,000			
		CONTING	GENCY	30%	\$	2,385,000			
				SUBTOTAL:	\$	10,335,000			
		ENG/SURVEY 20%		20%	\$	2,067,000			
		SUBTOTAL:			\$	12,402,000			
	\$	12,402,000							





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number:

Project Driver: Future Growth

Project Name: State HW 155 12-inch Water Line Replacement and Extension

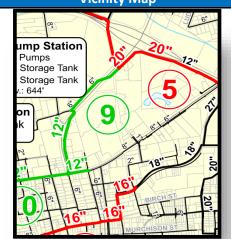
Project Description:

Vicinity Map

This improvement consists of the construction of a 12-inch water line replacing the existing 6-inch water line along State HW 155 between Kickapoo Street and E Palestine Avenue. This improvement also includes the construction of a 12-inch water line connecting the proposed 20-inch water line at State HW 155 and Brushy Creek Road to the proposed 12-inch water line at State HW 155 and Kickapoo Street.

Project Drivers:

This improvement will provide additional transmission capacity through the central part of the City to serve future growth in the Central and Upper Pressure Planes. This improvement will also improve looping and redundancy within the system.



	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	12" WL & Appurtenances	4,000	LF	\$ 240	\$	960,000			
2	Concrete Pavement Repair	3,900	LF	\$ 100	\$	390,000			
3	ROW/Easement	33,000	SF	\$ 6	\$	198,000			
				SUBTOTAL:	\$	1,548,000			
		CONTING	GENCY	30%	\$	464,400			
				SUBTOTAL:	\$	2,012,400			
		ENG/SURVEY		20%	\$	402,500			
		SUBTOTAL:			\$	2,414,900			
	Estimated Project Total: 9								





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number: 1

Project Driver: Future Growth

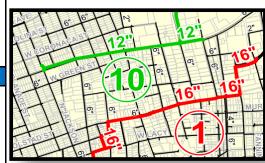
Project Name: E Palestine Avenue 12-inch Water Line Replacement

Project Description: Vicinity Map

This improvement consists of the construction of a 12-inch water line replacing the existing 6-inch water line along E Palestine Avenue between N Mallard Street and N Jackson Street.

Project Drivers:

This improvement will provide additional transmission capacity through the central part of the City to serve future growth in the Central and Upper Pressure Planes. This improvement will also improve looping and redundancy within the system.



	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	12" WL & Appurtenances	3,500	LF	\$ 240	\$	840,000			
2	Concrete Pavement Repair	3,500	LF	\$ 100	\$	350,000			
	SUBTOTAL:				\$	1,190,000			
		CONTING	GENCY	30%	\$	357,000			
				SUBTOTAL:	\$	1,547,000			
		ENG/SURVEY 20%		20%	\$	309,400			
		SUBTOTAL:			\$	1,856,400			
	Estimated Project Total: S								





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number: 1

Project Driver: Future Growth

Project Name: Crockett Road 12/16-inch Water Line Replacement

Project Description: Vicinity Map

This improvement consists of the construction of a 16-inch water line replacing the existing 12-inch water line along E Huffsmith Street between S Sycamore Street and Crockett Road. This improvement also consists of the construction of a 12-inch water line replacing the existing 8-inch water line along Crockett Road between E Huffsmith Street and Crestline Drive.



Project Drivers:

This improvement will provide additional transmission capacity to service future developments in the southeast part of the system.

	Opinion of Probable Construction Cost								
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL			
1	16" WL & Appurtenances	2,400	LF	\$ 320	\$	768,000			
2	12" WL & Appurtenances	2,800	LF	\$ 240	\$	672,000			
3	Concrete Pavement Repair	5,000	LF	\$ 100	\$	500,000			
				SUBTOTAL:	\$	1,940,000			
		CONTING	GENCY	30%	\$	582,000			
				SUBTOTAL:	\$	2,522,000			
		ENG/SURVEY		20%	\$	504,400			
		SUBTOTAL:			\$	3,026,400			
Estimated Project Total:						3,026,400			





DRAFT Capital Improvement Cost Estimate

March 2024

Construction Project Number: 1

Project Driver: Future Growth

Project Name: 12-inch South Loop Water Line

Project Description: Vicinity Map

This improvement consists of the construction of a 12-inch water line looping from the existing 12-inch water line along S Sycamore Street near the Willow Creek EST west along Anderson County Road 2140, and north along Anderson County Road 2101 looping back to the existing 12-inch along Willow Creek Parkway.

Project Drivers:

This improvement will provide water service to potential future development in the South Pressure Plane. This project will also provide increased transmission capacity, looping, and fire flow capacity.

	Opinion of Probable Construction Cost									
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTAL				
1	12" WL & Appurtenances	23,000	LF	\$ 240	\$	5,520,000				
2	Concrete Pavement Repair	18,500	LF	\$ 100	\$	1,850,000				
3	ROW/Easement	460,000	SF	\$ 6	\$	2,760,000				
				SUBTOTAL:	\$	10,130,000				
		CONTING	GENCY	30%	\$	3,039,000				
				SUBTOTAL:	\$	13,169,000				
		ENG/SURVEY 2		20%	\$	2,633,800				
		SUBTOTAL:			\$	15,802,800				
	Estimated Project Total:									

City of Palestine

DRAFT Water Master Plan Update

March 2024

FREESE AND NICHOLS, INC.

801 Cherry Street Suite 2800 Fort Worth, TX 76102 817-735-7300

www.freese.com



Agenda Date: April 22, 2024
To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Discuss expansion of possible Palestine Municipal Airport

Date Submitted: 04/17/2024

SUMMARY:

Discuss expansion of possible Palestine Municipal Airport hangars and taxiways. We have four individuals expressing interest in building new hangars.

RECOMMENDED ACTION:

No required action.

CITY MANAGER APPROVAL:

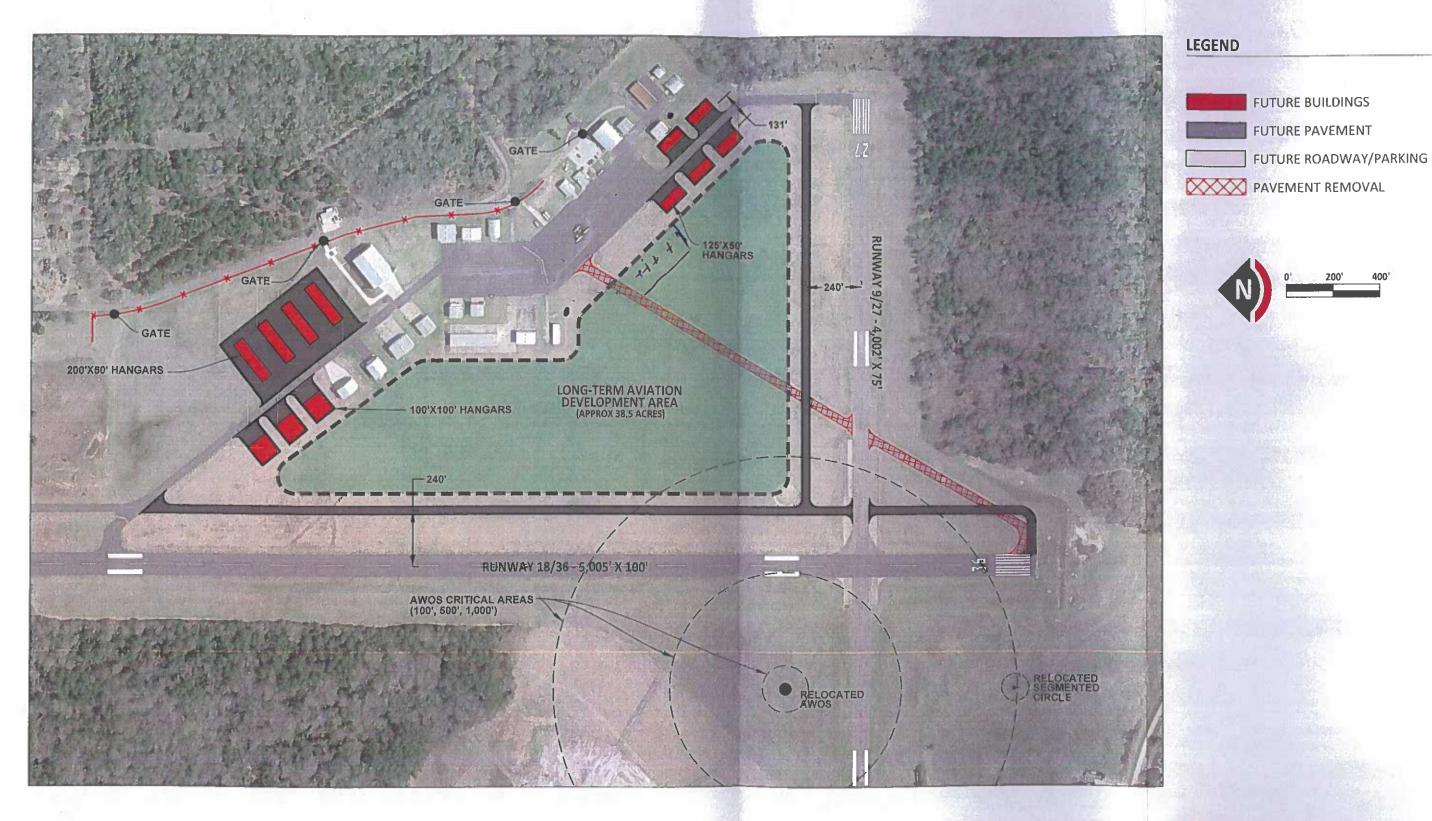
Attachments

KSA

Utilities Map

Drawing



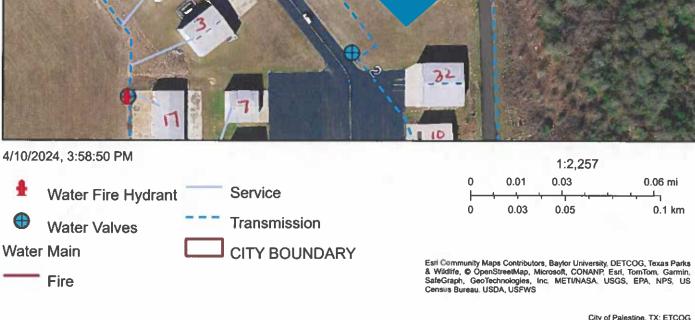


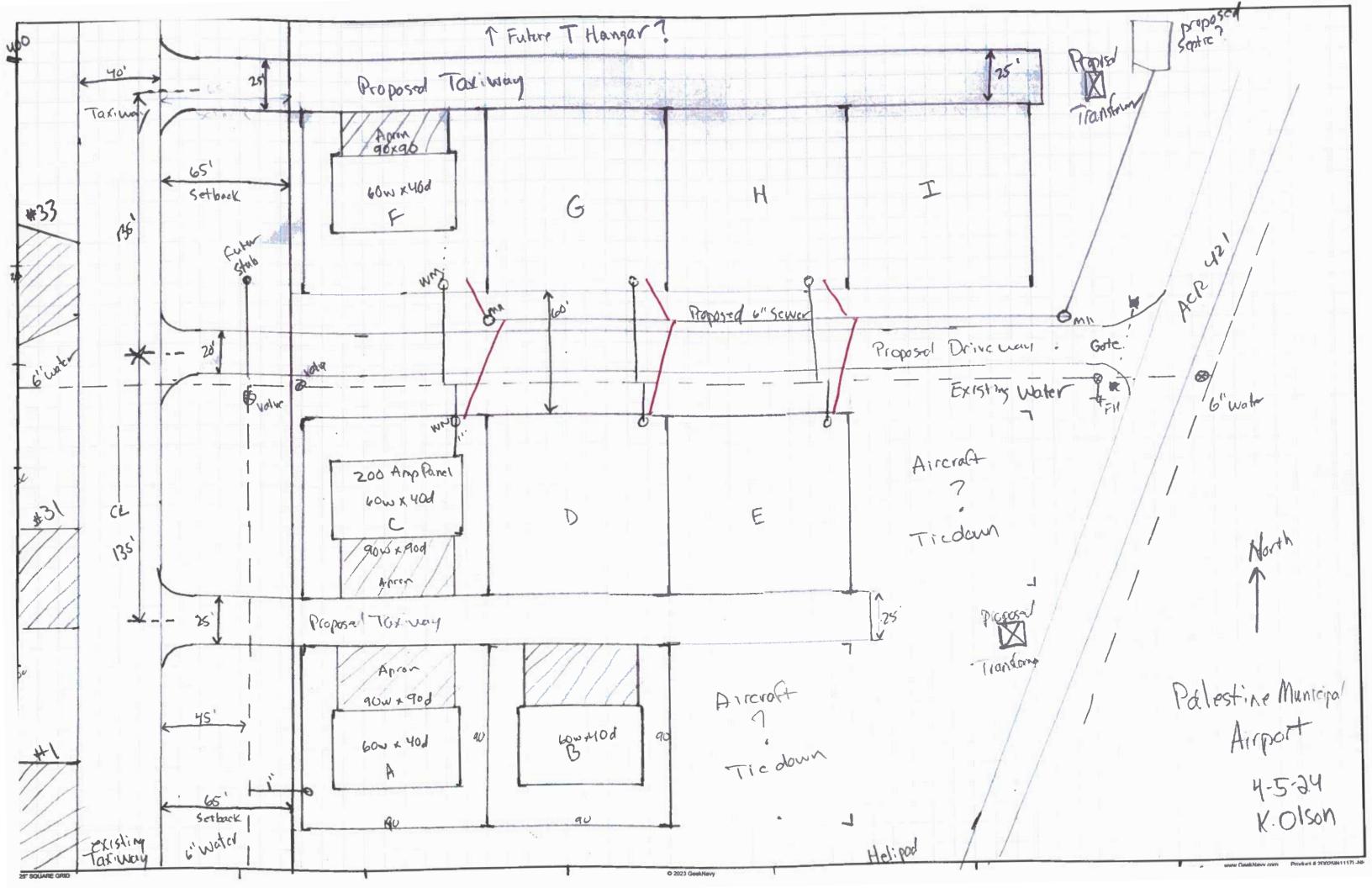




Palestine Utilities Web Map









Agenda Date: April 22, 2024
To: City Council

From: Teresa Herrera, City Manager

Agenda Item: Boards, commissions and committees

Date Submitted:

SUMMARY:

From the City Charter:

Sec. 6.6. - Boards, commissions and committees.

The mayor, with advice of the city council, shall submit all appointments of members of boards, commissions, or committees of the City of Palestine, whether the same are created by this charter, ordinance, or state law, and such appointments shall be subject to confirmation of the city council.

RECOMMENDED ACTION:

Staff will receive guidance from Council.

CITY MANAGER APPROVAL:



Agenda Date: April 22, 2024
To: City Council

From: Andrew Sibai, Finance Director

Agenda Item: Presentation of the Certificate of Achievement for the Fiscal Year 2022 Annual

Comprehensive Financial Report

Date Submitted: 04/17/2024

SUMMARY:

This is to present an award to the City of Palestine for Excellence in Financial Reporting for Fiscal Year 2022. The City has received the award for the last five consecutive years.

Thank you to the Finance Department for your hard work!

RECOMMENDED ACTION:

No action needed

CITY MANAGER APPROVAL:

Attachments

Certificate of Award Press Release



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Palestine Texas

For its Annual Comprehensive Financial Report For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO



FOR IMMEDIATE RELEASE

12/6/2023

For more information contact: Michele Mark Levine, Director/TSC

Phone: (312) 977-9700 Fax: (312) 977-4806 Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Palestine for its annual comprehensive financial report for the fiscal year ended September 30, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



Agenda Date: April 22, 2024
To: City Council

From: Mark Harcrow, Chief of Police Agenda Item: Police Department Reports

Date Submitted: 04/17/2024

SUMMARY:

Monthly reports for March 2024 and the 2023 Racial Profiling Report.

RECOMMENDED ACTION:

Report only.

CITY MANAGER APPROVAL:

Attachments

2023 Racial Profiling Report CID Stats March 2024 PPD Stats March 2024 PLACE Stats March 2024 2023 Racial Profiling Charts

YEAR	analysis	filing_status	submission_date	DEPARTME NT_NAME	DEPARTME NT_NUMBE R	COUNTY_N AME	REGION	ZIP_CODE	CHIEF_AD MIN_NAME
2023	TCOLE	Full	02/12/2024	PALESTINE POLICE DEPT.	001203	anderso N	5	75801	MARK A. HARCROW JR

total_sto	ops sex_female	sex_female _native	sex_female _asian	sex_female _black	sex_female _white	sex_female _hispanic	sex_male	sex_male_n ative		sex_male_bl ack
5461	2091	2	7	575	1176	331	3370	12	18	1049

sex_male_w hite	sex_male_hi spanic	race_native	race_asian	race_black	race_white	race_hispan ic	race_known _yes	no race_known	ation_ot_ia	
1575	716	14	25	1624	2751	1047	512	4949	198	1

	reason_viol ation_of_la w_black	ation_of_la		_existing_k	_existing_k	_existing_k	_existing_k	_existing_k nowledge_	_	reason_mo ving_traffic _violation
1	69	38	89	76	0	0	30	33	13	4305

ving_traffic	reason_mo ving_traffic _violation_a sian	ving_traffic _violation_b	ving_traffic	ving_traffic	reason_veni	cle_traffic_v	cle_traffic_v	cle_traffic_v iolation_bla	reason_vehi cle_traffic_v iolation_wh ite	reason_vehi cle_traffic_v iolation_his panic
12	22	1213	2227	831	882	1	2	312	402	165

location_cit y_street	location_us _highway	location_co unty_road	ate_highwa	location_pri vate_prope rty_other	search_con ducted_yes	search_con ducted_yes _native	search_con ducted_yes _asian			
4554	424	10	417	56	394	0	0	146	183	65

search_con ducted_no	search_con ducted_no_ native				ducted no		on consent	_	search_reas on_consent _black	
5067	14	25	1478	2568	982	130	0	0	35	73

	search_reas on_contrab and		on_contrab	on_contrab	search_reas on_contrab	search_reas on_contrab and_hispani c	search_reas on_probabl	on_probabl	search_reas on_probabl e_asian	search_reas on_probabl e_black
22	19	0	0	12	5	2	214	0	0	88

on_probabl	_	on_inventor	search_reas on_inventor y_native	on_inventor	on_inventor	on_inventor	_	search_reas on_incident	on_incident _to_arrest_	search_reas on_incident _to_arrest_a sian
91	35	15	0	0	3	6	6	16	0	0

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8	8	0	264	0	0	0	0	0	0	107

contraband _discovered _yes_black_ arrested_ye s			contraband _discovered _yes_white_ arrested_ye s			_discovered _yes_hispan ic_arrested_	contraband _discovered _yes_hispan ic_arrested_ no		contraband _discovered _no_native	contraband _discovered _no_asian
0	0	125	0	0	32	0	0	130	0	0

contraband _discovered _no_black	_discovered	_discovered	_drugs parapherna	_drugs	parapherna	_drugs parapherna	_drugs	_arugs	contraband	contraband _currency_n ative
39	58	33	207	0	0	83	99	25	0	0

	contraband _currency_b lack			contrahand	contraband _weapons_ native		contraband _weapons_ black	_weapons_	contraband _weapons_ hispanic	contraband _alchohol
0	0	0	0	13	0	0	4	6	3	31

	contraband _alchohol_a sian				contraband	_stolen	contraband _stolen property_as ian	_stolen	_stolen property_w	contraband _stolen property_hi spanic
0	0	14	13	4	5	0	0	1	3	1

contraband _other	contraband _other_nati ve	contraband _other_asia n	contraband _other_blac k	contraband _other_whit e	contraband _other_hisp anic	result_verb al			result_verb al_black	result_verb al_white
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- 1	result_verb al_hispanic	_			_	_	result_writt en_hispanic	_			result_citati on_black
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result_citati on_arrest_b lack	result_citati on_arrest_w hite		resuit_arres						arrest_pena l_code	arrest_pena l_code_nati ve
28	28	18	0	0	0	0	0	0	51	0

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0		14	25	12	34	0	0	13	15	6	0

arrest_city_ ordinance_ native	arrest_city_ ordinance_ asian	arrest_city_ ordinance_ black	arrest_city_ ordinance_ white	arrest_city_ ordinance_ hispanic	arrest_warr ant	arrest_warr ant_native	arrest_warr ant_asian	arrest_warr ant_black	arrest_warr ant_white	arrest_warr ant_hispani c
0	0	0	0	0	41	0	0	22	14	5

physical_for ce_yes	physical_for ce_yes_nati ve	physical_for ce_yes_asia n	physical_for ce_yes_blac k	physical_for ce_yes_whit e	arrest_warr ant_hispani c	physical_for ce_yes_hisp anic	physical_for ce_no	physical_for ce_no_nativ e	physical_for ce_no_asia n	physical_for ce_no_blac k
24	0	0	11	10	5	3	5437	14	25	1613

	physical_for ce_no_hisp anic		complaints _disciplinar y_yes	disciplinar	ce_yes_bod	ce_yes_bod	physical_for ce_yes_bod ily_injury_b oth
1044	2741	0	0	0	0	0	0



Offense Disposition Disposition Date

Cleared	Exceptionally - V	/ictim Refused	to Cooperate
FRAUD			Cleared Exceptionally

FRAUD	Cleared Exceptionally -	03/21/24
BURGLARY OF BUILDING	Cleared Exceptionally -	03/14/24
THEFT	Cleared Exceptionally -	03/28/24
ASSAULT	Cleared Exceptionally -	03/26/24
TERRORISTIC THREAT	Cleared Exceptionally -	03/06/24
ASSAULT	Cleared Exceptionally -	03/06/24
SUSPICIOUS ACTIVITY	Cleared Exceptionally -	03/20/24
ASSAULT	Cleared Exceptionally -	03/21/24
ASSAULT	Cleared Exceptionally -	03/22/24

Cleared Exceptionally - Victim Refused to Cooperate Total: 9

Closed

AGENCY ASSIST	Closed	03/26/24
DECEASED PERSON	Closed	03/06/24
SCAM	Closed	03/13/24
AGENCY ASSIST	Closed	03/26/24

Closed Total: 4

DA Ready

ASSAULT	DA Ready	03/14/24
THEFT	DA Ready	03/28/24
SEX OFFENSE	DA Ready	03/28/24
SEX OFFENSE	DA Ready	03/13/24
INJURY TO A CHILD/ELDERLY/DISABLED	DA Ready	03/13/24

DA Ready Total: 5

Filed with Municipal Court

TRAFFIC STOP Filed with Municipal 03/06/24

Filed with Municipal Court Total: 1

Total Records: 19

Palestine Police Department Monthly Activity Report

Date Reported: **3/1/2024 - 3/31/2024**



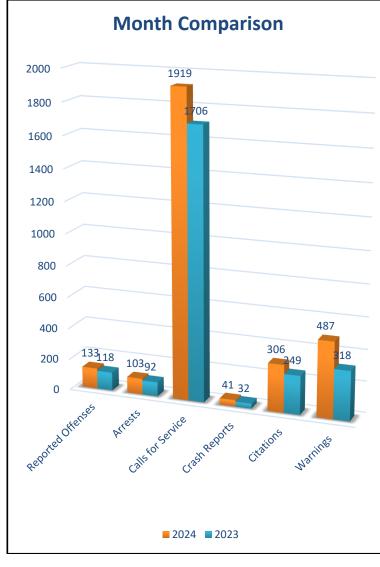
Palestine Police Department

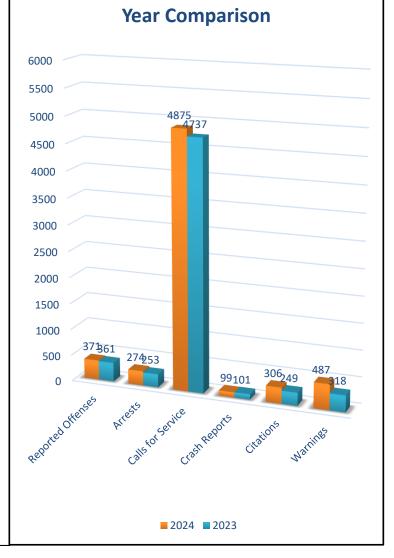
504 N Queen St Palestine, TX 75801 (903) 729-2254

MONTH

YEAR TO DATE

Reported Offenses	March 2024	March 2023	% Diff	March 2024	March 2023	% Diff
	133	118	11%	371	361	3%
Arrests	March 2024	March 2023	% Diff	March 2024	March 2023	% Diff
	103	92	11%	274	253	8%
Calls for Service	March 2024	March 2023	% Diff	March 2024	March 2023	% Diff
	1919	1706	11%	4875	4737	3%
Traffic	March 2024	March 2023	% Diff	March 2024	March 2023	% Diff
Crash Reports	41	32	22%	99	101	2%
Citations	306	249	19%	306	249	14%
Warnings	487	318	35%	1338	1099	4%











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

504 North Queen Street Palestine, Texas 75801

March 2024

α	▼7 • 1	1 . 4 •
Code	V 10	lations

Maintenance of Property	7
Trash / Rubbish	9
Tall Weeds and Grass	43
Vehicles / Trailers	46
Other Violation	29
Animal Control	6
Illegal Dump Sites	4
Estimated Total Weight	1275

Violation Status

Compliant upon Contact	82
Non-Compliance	112
Citations	0
Municipal Court	4

Known Expenditures

Properties Cleaned	0
Property Liens	0
Community Service Persons	9
Total Accumulated Hours	72

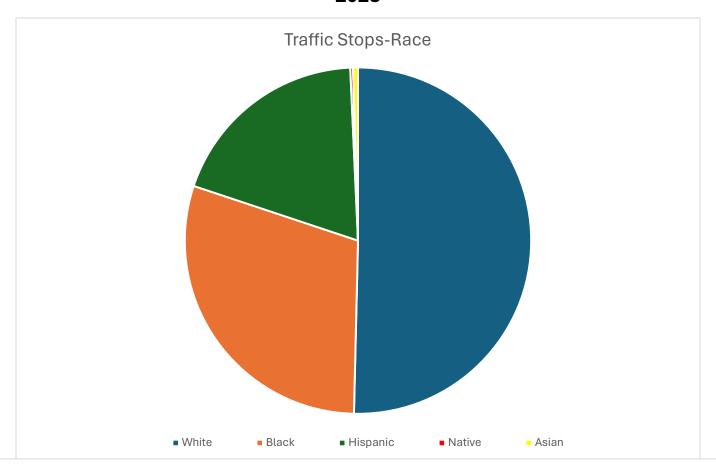
Litter Abatement

Total # Dump Sites	14
Estimated Total Weight	2230 lbs

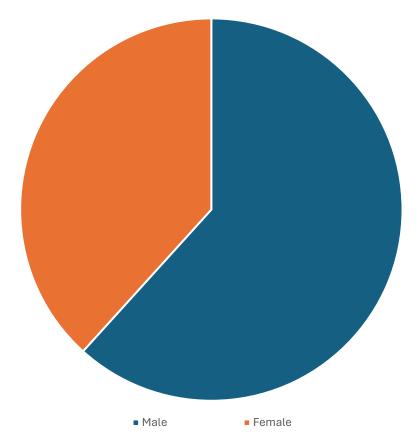
Animal Control

Total Calls for Month	211
Bites / Quarantine	4
Emergency Calls – OT	2
Citations	3
Warnings	7

PPD Racial Profiling Report Overview 2023



Traffic Stops-Gender





Agenda Date: April 22, 2024
To: City Council

From: April Jackson, City Secretary

Agenda Item: PEDC Monthly Report March/April 2024

Date Submitted: 04/18/2024

SUMMARY:

March/April 2024 Economic Development Monthly Report

RECOMMENDED ACTION:

No action required.

CITY MANAGER APPROVAL:

Attachments

City Council Report Mar-Apr 2024 ETEX PEDC Broadband Revenue Share Report Q1 2024



Economic Development Activities- March/April 2024

New Business/Investment

- Meetings held with multiple downtown building owners to discuss proposals to PEDC's Downtown Grant program.
- Organized and participated in a meeting with senior city staff and contractors responsible for Verdant Specialty Solutions' wastewater project.
- Met with new prospects considering business operations located in the downtown district on 3/28/24.
- Attended a meeting of the East Texas Technology & Innovation Coalition at the Tyler ISD Career & Technology Center on 3/22/24.

Marketing

- Participated in a radio interview on 3/20/24 in conjunction with Trinity Valley Community College to promote an upcoming Industry Workforce Summit.
- Met with local business owner and Tourism Marketing Manager Cassandra Boyd to discuss new advertising opportunities in the city of Palestine.

Administration

- Conducted annual personnel performance reviews for PEDC staff.
- Conducted additional drafting & revisions for:
 - TVCC Performance Agreement
 - Private Utility Easements for Texas Futura/Lonestar Oil Tech
 - TSRA Interlocal Agreement
- > Finalizing incentive proposal for prospect #1061.

Prospects

PEDC March leads: 1

No. of projects by industry:

1 Food Processing

Source of Leads: 1 Direct

No. of open leads

Retail Sector

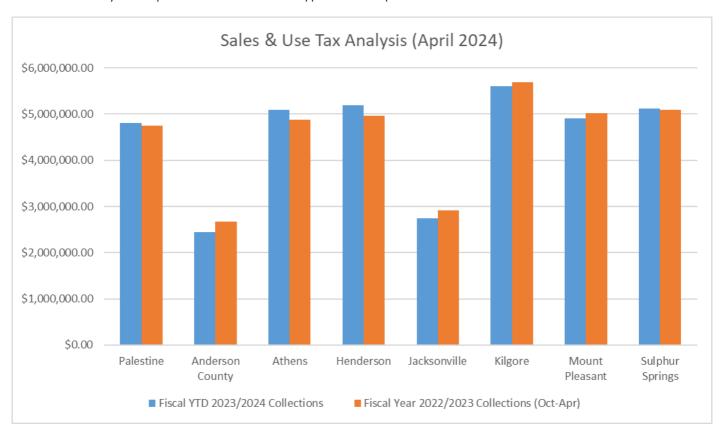
Palestine, Anderson County & Index Cities

Fiscal Year Comparisons

Callastian	Dowland	Net Payment	Net Payment	Not Change
Collection:	Period	Current Year 2023/2024	Prior Year 2022/2023	Net Change
Dologtino	Apr	\$637,759.62	\$575,971.66	9.7%
Palestine	Fiscal YTD	\$4,801,822.48	\$4,752,152.43	1.0%
Andonson County	Apr	\$315,976.72	\$325,879.38	-3.1%
Anderson County	Fiscal YTD	\$2,437,737.98	\$2,669,885.26	-9.5%
Athens	Apr	\$415,519.78	\$610,851.57	-47.0%
Athens	Fiscal YTD	\$5,087,522.64	\$4,881,500.35	4.0%
Henderson	Apr	\$653,008.34	\$677,998.16	-3.8%
nenderson	Fiscal YTD	\$5,186,012.40	\$4,964,142.72	4.3%
Iookaanvilla	Apr	\$401,294.26	\$368,359.75	8.2%
Jacksonville	Fiscal YTD	\$2,749,215.41	\$2,908,228.22	-5.8%
Vilgono	Apr	\$682,218.21	\$776,258.63	-13.8%
Kilgore	Fiscal YTD	\$5,600,112.43	\$5,691,155.76	-1.6%
Mount Dloggert	Apr	\$659,655.09	\$667,236.47	-1.1%
Mount Pleasant	Fiscal YTD	\$4,910,163.93	\$5,013,376.82	-2.1%
Sulphur Springs	Apr	\$696,197.75	\$655,184.17	5.9%
	Fiscal YTD	\$5,121,323.50	\$5,096,601.90	0.5%

^{*} 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 – February 2024:

Anderson County – 4.0%

Henderson County – 4.3%

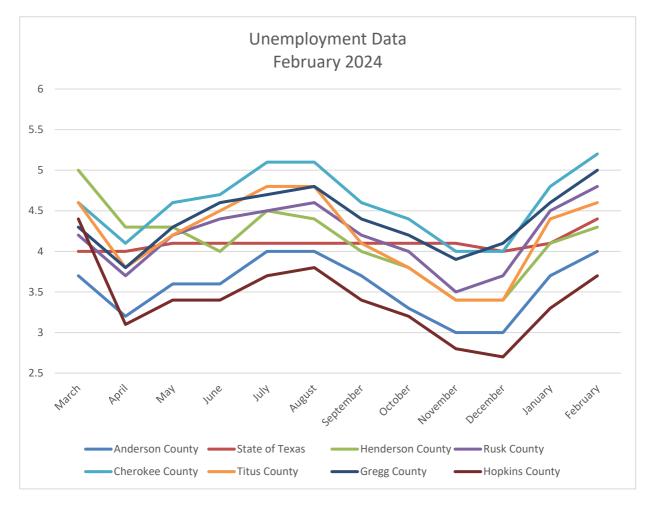
Cherokee County – 5.2%

State of Texas – 4.4%

Rusk County – 4.8%

Titus County – 4.6%

Gregg County – 5.0% Hopkins County – 3.7%



Source: Texas Labor Market Information; Local Area Unemployment Statistics



ETEX/PEDC Broadband Initiative Revenue Share Report

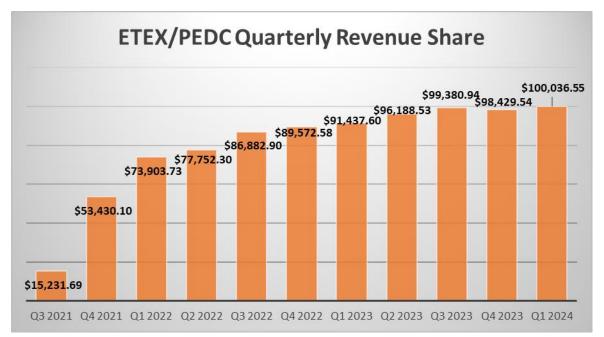
As of Q1 2024

Initial investment payback period: 5 years

Approximate investment payback period based on current revenues: 3.50 years

PEDC	Rev	enue Budget
Q3 2021	\$	50,000.00
Q4 2021	\$	37,500.00
Q1 2022	\$	37,500.00
Q2 2022	\$	37,500.00
Q3 2022	\$	37,500.00
Q4 2022	\$	37,500.00
Q1 2023	\$	37,500.00
Q2 2023	\$	37,500.00
Q3 2023	\$	37,500.00
Q4 2023	\$	95,000.00
Q1 2024	\$	95,000.00

ETEX Qua	rter	y Revenue Share
Q3 2021	\$	15,231.69
Q4 2021	\$	53,430.10
Q1 2022	\$	73,903.73
Q2 2022	\$	77,752.30
Q3 2022	\$	86,882.90
Q4 2022	\$	89,572.58
Q1 2023	\$	91,437.60
Q2 2023	\$	96,188.53
Q3 2023	\$	99,380.94
Q4 2023	\$	98,429.54
Q1 2024	\$	100,036.55





As a result of the revenue share agreement, PEDC receives revenue from clients serviced with the funded infrastructure located in the cities of Jacksonville and Palestine. The following are quarterly breakdowns of revenue share received by city.

			Q3	2021				
City	Ju	ly	Αι	ıgust	Sept	tember	Locati	on Totals
JACKSONVILLE	\$	161.42	\$	89.98	\$	242.94	\$	494.34
PALESTINE	\$	-	\$	7,449.04	\$	7,120.48	\$	14,569.52

		Q4 2021		
City	October	November	December	Location Totals
JACKSONVILLE	\$ 391.92	\$ -	\$ 519.89	\$ 911.81
PALESTINE	\$ 18,160.22	\$ 16,922.67	\$ 17,436.28	\$ 52,519.17

		Q1 2022		
City	January	February	March	Location Totals
JACKSONVILLE	\$ 1,119.36	\$ 1,571.28	\$ 1,098.20	\$ 3,788.84
PALESTINE	\$ 23,074.41	\$ 21,242.20	\$ 25,398.28	\$ 69,714.89

		Q2 2022		
City	April	May	June	Location Totals
JACKSONVILLE	\$ 1,340.40	\$ 1,225.68	\$ 1,225.18	\$ 3,791.25
PALESTINE	\$ 24,058.96	\$ 24,418.52	\$ 25,483.58	\$ 73,961.05

		Q3 2022		
City	July	August	September	Location Totals
JACKSONVILLE	\$ 1,370.81	\$ 1,324.15	\$ 1,324.15	\$ 4,019.11
PALESTINE	\$ 26,410.62	\$ 28,280.68	\$ 28,172.50	\$ 82,863.80

		Q4 2022		
City	October	November	December	Location Totals
JACKSONVILLE	\$ 1,324.15	\$ 1,324.15	\$ 1,324.15	\$ 3,972.45
PALESTINE	\$ 28,387.26	\$ 28,354.90	\$ 28,857.97	\$ 85,600.13



		Q1 2023		
City	January	February	March	Location Totals
JACKSONVILLE	\$ 1,324.15	\$ 1,361.65	\$ 1,324.15	\$ 4,009.95
PALESTINE	\$ 28,879.02	\$ 29,209.09	\$ 29,339.54	\$ 87,427.65

		Q2 2023		
City	April	May	June	Location Share
JACKSONVILLE	\$ 1,324.15	\$ 1,324.15	\$ 1,324.15	\$ 3,972.45
PALESTINE	\$ 31,921.26	\$ 29,644.57	\$ 30,650.26	\$ 92,216.08

		Q3 2023		
City	July	Aug	Sep	Location Share
JACKSONVILLE	\$ 1,324.15	\$ 1,324.15	\$ 1,324.15	\$ 3,972.45
PALESTINE	\$ 31,705.69	\$ 30,906.12	\$ 32,796.69	\$ 95,408.50

		Q4 2023		
City	October	November	December	Location Share
JACKSONVILLE	\$ 1,255.85	\$ 1,255.85	\$ 1,253.35	\$ 3,765.05
PALESTINE	\$ 31,677.83	\$ 31,282.92	\$ 31,703.74	\$ 94,664.49

		Q1 2024		
City	January	February	March	Location Share
JACKSONVILLE	\$ 1,205.85	\$ 1,205.85	\$ 1,205.85	\$ 3,617.55
PALESTINE	\$ 31,776.19	\$ 32,352.14	\$ 32,290.66	\$ 96,418.99



Agenda Date: April 22, 2024
To: City Council

From: April Jackson, City Secretary

Agenda Item: Consider approval of minutes of the Work Session and Regular Agenda of April 8, 2024

Date Submitted: 04/18/2024

SUMMARY:

Consider approval of minutes of the Work Session and Regular Agenda of April 8, 2024.

RECOMMENDED ACTION:

Staff recommends approval of minutes.

CITY MANAGER APPROVAL:



Agenda Date: April 22, 2024
To: City Council

From: April Jackson, City Secretary

Agenda Item: A resolution for the Texas Community Development Block Grant No. CDV23-0354 and

reaffirming adopted local Fair Housing and Civil Rights Policies

Date Submitted: 04/18/2024

SUMMARY:

Consider approval of a resolution for the Texas Community Development Block Grant No. CDV23-0354 and reaffirming adopted local Fair Housing and Civil Rights Policies, including the Citizen Participation Plan, the Excessive Force Policy, the Fair Housing Policy and Public Service Announcement, the Fair Housing Month Proclamation, the Section 504 Policy and Section 504 Self-Evaluation Form, the Code of Conduct Policy, and the Violence Against Women Act. This also includes reaffirming the City's commitment to comply with the Section 3 Economic Opportunity, Limited English Proficiency, the activity to affirmatively Further Fair Housing choice, and the Buy America, Build America (BABA) requirement.

These policies were adopted by City Council on February 12, 2024, in connection with Texas Community Development Block Grant No. CDM22-0147 for Main Street.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. ______REGARDING CIVIL RIGHTS

THE CITY OF PALESTINE, TEXAS

- WHEREAS, the City of Palestine, Texas, (here referred to as "City of Palestine") has been awarded TxCDBG funding through a TxCDBG CDV23-0354 grant from the Texas Department of Agriculture (hereinafter referred to as "TDA"); and
- WHEREAS, the City of Palestine, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and
- WHEREAS, the City of Palestine, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and
- WHEREAS, the City of Palestine, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area; and
- WHEREAS, the City of Palestine, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and
- WHEREAS, the City of Palestine, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project; and
- WHEREAS, the City of Palestine, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and
- WHEREAS, the City of Palestine, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and
- WHEREAS, the City of Palestine, in accordance with the *Violence Against Women Act Reauthorization of 2022*, the Grant Recipient must certify that local policies do not

interfere with the residents' Right to Report Crime and Emergencies from One's Home; and

WHEREAS, the City of Palestine, in accordance with with the requirements of the Build America, Buy America Act (BABA), 41 USC ch. 8301 note, and all applicable rules and notices, as may be amended, if applicable to Grant Recipient's infrastructure project acknowledges that any funds obligated under a TDA Agreement are subject to BABA requirements unless excepted by a waiver; and

WHEREAS, the City of Palestine, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

SECTION 1 The recitals to this Resolution are hereby incorporated herein and are hereby found and declared to be true and correct.

SECTION 2 The City of Palestine reaffirms the following adopted policies which are attached to this resolution and incorporated herein:

- (a) Citizen Participation Plan and Grievance Procedures (Exhibit A);
- (b) Excessive Force Policy (Exhibit B);
- (c) Fair Housing Policy (Exhibit C);
- (d) Section 504 Policy and Grievance Procedures (Exhibit D);
- (e) Code of Conduct Policy (Exhibit E); and
- (f) Violence Against Women Act Reauthorization of 2022 Policy (Exhibit F)

SECTION 2 The City of Palestine also reaffirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

- (a) Section 3 economic opportunity;
- (b) Limited English Proficiency; and
- (c) Activity to affirmatively Furth Fair Housing choice.
- (d) Buy America, Build America Act (BABA)

SECTION 3 This resolution shall be effective immediately upon its approval.

	MITCHELL JORDAN MAYOR
ATTEST:	APPROVED AS TO FORM:
APRIL JACKSON CITY SECRETARY	REZZIN PULLUM CITY ATTORNEY

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 22nd day of April, 2024.

EXHIBIT A

CITIZEN PARTICIPATION PLAN

THE CITY OF PALESTINE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Palestine, 504 N. Queen Street Palestine, Texas 75801 (Mailing Address), 903-731-8400, (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

- 1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at 504 N. Queen Street Palestine, Texas 75801 (Mailing Address) or may call 903-731-8400 (Phone).
- 2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
- 3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
- 4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen

- (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
- 5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
- 6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

- 1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
- 2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
- 3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
- 4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
- 5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

- 1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
- 2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
- 3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
- 4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

- 1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
- 2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
- 3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
- 4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Mitchell Jordan, Mayor

Date

PLAN DE PARTICIPACIÓN CIUDADANA

LA CIUDAD de Palestine PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en inglés. Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Palestine, (Dirección postal), 504 N. Queen Street Palestine, Texas 75801, 903-731-8400 (teléfono) en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

- Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Administrador de la ciudad, a 504 N. Queen Street Palestine, Texas 75801 (Dirección postal) o puede llamar a 903-731-8400 (Teléfono).
- 2. Una copia de la queja o reclamación se transmitirá por el Administrador de la ciudad a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
- 3. El Administrador de la ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y Dara una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
- 4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se debera completar la investigación.

- 5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
- 6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad/Condado, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad/Condado, se observarán las disposiciones siguientes de audiencias públicas:

- 1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
- 2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
- 3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
- 4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
- 5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

- 1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
- 2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
- 3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
- 4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

- La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
- Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
- 3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
- 4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de

la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

Mitchell Jordan, Alcade de la ciudad

Fecha

2-15-2024

EXHIBIT B

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Palestine hereby adopts and will enforce the following policy with respect to the use of excessive force:

- It is the policy of the City of Palestine to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
- 2. It is also the policy of City of Palestine to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 3. The City of Palestine will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Palestine, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Mitchell Jordan	Mayor
Name	Title
Mathel Bord	2-15-2024
Signature	Date

EXHIBIT C

Fair Housing Policy

In accordance with Fair Housing Act, the City of Palestine hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

- 1. The City of Palestine agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
- 2. The City of Palestine agrees to plan at least one activity during the contract term to affirmatively further fair housing.
- 3. The City of Palestine will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Palestine, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Makel Good

2-15-2024

Signature

Title

Date

EXHIBIT D

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Palestine hereby adopts the following policy and grievance procedures:

- 1. <u>Discrimination prohibited.</u> No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
- 2. The City of Palestine does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
- 3. The City of Palestine's recruitment materials or publications shall include a statement of this policy in 1. above.
- 4. The City of Palestine shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
- 5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, The City of Palestine shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.

6. Grievances and Complaints

- a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for The City of Palestine to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
- b. Complaints should be addressed to the following individual who has been designated to coordinate Section 504 compliance efforts.

Teresa Herrera 504 N. Queen Street Palestine, Texas 75801 (903) 731-8416

- c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

- e. An investigation, as may be appropriate, shall follow the filing of a complaint. The investigation will be conducted by [name and/or title of Civil Rights Officer]. Informal but thorough investigations will afford all interested people and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by [name and/or title of Civil Rights Officer], and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Palestine relating to the complaint's files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Palestine within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Palestine complies with Section 504 and HUD regulations.

Mitchell Jordan	Mayor
Name	Title
Malekel Goods	2-15-2024 Date

EXHIBIT E

CODE OF CONDUCT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) & (h), and 2 CFR 200.318.

CODE OF CONDUCT POLICY

As a Grant Recipient of a TxCDBG contract, the City of Palestine shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Palestine shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Palestine shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance,

EXHIBIT F

Violence Against Women Act (VAWA) Certification

Grant Recipient: City of Palestine

As Civil Rights Officer, I certify that the Grant Recipient is in compliance with the Violence Against Women Reauthorization Act of 2022.

The Grant Recipient has reviewed its ordinances, local regulations, and policies (collectively referred to as "policies") adopted by the local government and currently in effect, with the following results:

 No policies were identified that contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services.

Policy	Purpose of Policy	Financial or regulatory Penalty (or potential penalty)

The Grant Recipient commits to re-evaluating and addressing any policies identified above as follows:

The Grant Recipient understands that any policies identified above must be re-evaluated and addressed within the grant agreement period.

- A summary of efforts to evaluate alternative policies that do not impede the Right to Report Crime and Emergencies from One's Home and a timeline for action on one or more alternatives must be submitted prior to the release of grant funds for construction.
- The timeline for implementation of alternative policies is subject to TDA review and approval; grant funds will be placed on hold if the Grant Recipient fails to comply with the requirements of this VAWA certification.

lera sa	Herrera
101000	1.0.00

2-12-2024

Name of Civil Rights Officer

Date Policy Review Completed

Signature of Civil Rights Officer

2-12-2024

Date of Certification

directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Palestine Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this 22nd day of January, 2024.

Mitchell Jordan, Mayor City of Palestine, Texas

Withell Boilla



Agenda Date: April 22, 2024
To: City Council

From: April Jackson, City Secretary

Agenda Item: Adoption of Financial Policies for Federal Grant Contracts

Date Submitted: 04/18/2024

SUMMARY:

Consider approval of a resolution adopting the Financial Policies and Procedures for Federal Grant Contracts as needed for applying for a GLO Resilient Communities Program (RDP) grant. These financial policies and procedures are for use in implementing and administrating Federal Grants received by the City of Palestine.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. R--24

A RESOLUTION OF THE CITY OF PALESTINE, TEXAS, ADOPTING FINANCIAL POLICIES AND PROCEDURES FOR FEDERAL GRANT CONTRACTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, the City of Palestine needs to adopt formal policies and procedures for the application and receipt of grant funds; and
- **WHEREAS,** the Financial Policies and Procedures for Federal Grant Contracts will establish the framework for operating practices and procedures to execute grant programs and projects; and
- WHEREAS, the City Council deems it is in the public's best interest to continue to be eligible for grants through program compliance and to formally approve and adopt the Financial Policies and Procedures for Federal Grant Contracts.

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 Financial Policies and Procedures for Federal Grant Contracts of the City of Palestine is attached hereto as "Exhibit A" and is hereby adopted as the formal policy of the City.
- SECTION 3. Should any section, paragraph, sentence, clause, phrase or word of this Resolution be declared unconstitutional or invalid for any purpose, the remainder of this Resolution shall not be affected thereby.
- **SECTION 4.** This Resolution shall take effect immediately upon its passage and publication.
- **SECTION 5.** It is found and determined that the meeting at which this Resolution was passed was open to the public as required by law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, on this the 22nd day of April 2024.

	MITCHELL JORDAN
	MAYOR
ATTEST:	APPROVED AS TO FORM:
APRIL JACKSON	REZZIN PULLUM
CITY SECRETARY	CITY ATTORNEY

EXHIBIT A

CITY OF PALESTINE

Financial Policies and Procedures for Federal Grant Contracts Designation of City depository.

The Prosperity Bank is hereby appointed the depository of the funds of the City on the terms and conditions set forth in the bank depository agreement which is on file in the City office.

The City Manager is hereby authorized to execute, on behalf of the City, such bank depository agreement and to execute such other instruments as shall be necessary in order for the bank to receive and handle funds for the City in accordance with the contract.

Receipt of funds.

Upon receipt of funds from the Comptroller via warrant, Finance Director shall stamp "For Deposit only" and deposit into the appropriate grant account at the designated depository.

Disbursement of funds.

Checks, vouchers or warrants for the withdrawal of such sums of money as authorized by applicable statutes or ordinance from the City depository shall contain two signatures as designated by resolution and authorized signatory forms.

Accounting control of purchases and invoices related to grants.

Upon receipt invoices shall be submitted to the Finance Director for approval, to include verification of work/quantities completed and review to ensure no duplication of work exists. Once approved, invoices will be provided to the grant administrator for the project for processing and submittal to appropriate agency (if applicable) and City's Finance Director for issuance of checks consistent with existing financial policies. The Finance Director will then mail to the appropriate vendor in accordance with the terms of the contract and in accordance with program requirements.

All purchases made shall be pursuant to written authorization from the head of the office, department or agency whose appropriation will be charged, and no contract or order shall be issued to any seller unless and until the Finance Director certifies that there is to the credit of such office, department or agency a sufficient unencumbered appropriation balance to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be issued.

Advance Payment Requirements and Procedures.

This section of the financial management system of the City of Palestine, a non-Federal entity other than a state, is intended to provide written procedures to implement the requirements of 2 CRF 200.305, including establishing payment methods to minimize the time elapsing between the transfer of funds from the United State Treasury or any pass-through entity and the

disbursement by the City whether the payment is made by electronic funds or transfer, or issuance or redemption of checks, warrants, or payment by other means, to meet Federal standards for fund control and accountability.

Advance payments received by the City shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the City in carrying out the purpose of the approved program or project, with the timing and amount of advance payments to be as close as is administratively feasible to the actual disbursements by the City for direct program or project costs and the proportionate share of any allowable indirect costs.

- 1) The City shall make timely payment to contractors in accordance with the contract provisions.
- 2) Whenever possible, advance payments shall be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the City.
- 3) Advance payment mechanisms including Treasury check and electronic funds transfer shall comply with applicable guidance in 2 CFR Part 208.
- 4) The City may submit requests for advance payments and reimbursements monthly when electronic fund transfers are not used, and more often when electronic transfers are used, in accordance with the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).
- 5) When the reimbursement method is used, the City shall make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- 6) When the cash method on a working capital advance basis is used, and advance cash payments are made to the City to cover its estimated disbursement needs for an initial period generally geared to the City's disbursing cycle, thereafter the City may receive from the Federal awarding agency or pass-through entity reimbursement for the City's actual cash disbursements.
- 7) Use of resources before requesting case advance payments To the extent available, the City shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recovered, and interest earned on such funds before requesting additional cash payments.
- 8) The City shall at all times, including during the period of performance:
- a) Comply with the project objectives, Federal statutes, regulation, or the terms and conditions of the Federal award;
- b) Not be delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables," and;
 - c) Comply with Federal award conditions.
- 9) In regard to the use of banks and other institutions as depositories of advance payments under Federal awards, the City shall at all times be able to account for the receipt, obligation, and

expenditure of funds, and advance payments of Federal funds shall be deposited and maintained in insured accounts whenever possible.

- 10) The City shall maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
 - a) The City receives less than \$120,000 in Federal awards per year;
- b) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances;
- c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources; or
- d) A foreign government of banking system prohibits or precludes interest bearing accounts.
- 11) Interest earned up to \$500 per year may be retained by the City for administrative expense but any additional interest earned on Federal advance payments deposited in interest-bearing accounts shall be remitted annually to the awarding agency through an electronic medium using either ACH network or as otherwise prescribed by awarding agency.

Mitchell Jordan –	Mayor	Date	
ATTEST:			
April Jackson - Cit	v Secretary		



Agenda Date: April 22, 2024
To: City Council

From: April Jackson, City Secretary

Agenda Item: Adoption of Procurement Policies and Procedures for Federal Grant Contracts

Date Submitted: 04/18/2024

SUMMARY:

Consider approval of a resolution adopting the Procurement Policies and Procedures for Federal Grant Contracts as needed for applying for a GLO Resilient Communities Program (RCP) grant. These procurement policies and procedures are for use in implementing and administrating Federal Grants received by the City of Palestine.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. R--24

A RESOLUTION OF THE CITY OF PALESTINE, TEXAS, ADOPTING PROCUREMENT POLICIES AND PROCEDURES FOR FEDERAL GRANT CONTRACTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, the City of Palestine needs to adopt formal policies and procedures for the application and receipt of grant funds; and
- **WHEREAS,** the Procurement Policies and Procedures for Federal Grant Contracts will establish the framework for operating practices and procedures to execute grant programs and projects; and
- WHEREAS, the City Council deems it is in the public's best interest to continue to be eligible for grants through program compliance and to formally approve and adopt the Procurement Policies and Procedures for Federal Grant Contracts.

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 Procurement Policies and Procedures for Federal Grant Contracts of the City of Palestine is attached hereto as "Exhibit A" and is hereby adopted as the formal policy of the City.
- SECTION 3. Should any section, paragraph, sentence, clause, phrase or word of this Resolution be declared unconstitutional or invalid for any purpose, the remainder of this Resolution shall not be affected thereby.
- **SECTION 4.** This Resolution shall take effect immediately upon its passage and publication.
- **SECTION 5.** It is found and determined that the meeting at which this Resolution was passed was open to the public as required by law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, on this the 22nd day of April 2024.

	MITCHELL JORDAN MAYOR
	WATOR
ATTEST:	APPROVED AS TO FORM:
APRIL JACKSON	REZZIN PULLUM
CITY SECRETARY	CITY ATTORNEY

EXHIBIT A

CITY OF PALESTINE

Procurement Policies and Procedures for Federal Grant Contracts

Policies

- 1. Those closely involved in the establishment of the written selection criteria and selection shall have no potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings). Any person who might potentially receive benefits from grant-assisted activities may not participate in the decision-making process. Nepotism and conflict of interest regulations can be found in the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, and 2 CFR 200.318(c)(1).
- 2. All procurement transactions will be conducted in a manner providing full and open competition.
 - a. No unreasonable requirements are placed on firms in order for them to qualify.
 - b. No unnecessary experience or excessive bonding required.
 - c. Noncompetitive pricing practices between firms or between affiliated companies is disallowed.
 - d. Noncompetitive contracts are disallowed except for when there is an approved exception
 - e. No organizational conflicts of interest
 - f. If a "brand name" product is specified, an equal or like product is acceptable.
 - g. A vendor that intends to respond to the Request for Proposals, Request for Qualifications and/or Invitation for Bid may not participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals.
- 3. All procurement transactions shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.
- 4. All procurement transactions shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals
- 5. If the City of Palestine uses a prequalified list when acquiring goods or services, the City of Palestine will ensure the list is updated regularly, provides enough qualified sources to ensure maximum open and free competition.
- 6. All procurement transactions must conform to applicable local, state, and federal laws and regulations.

- 7. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Procedures

Procurement Cycle Steps

Need Defined— The City of Palestine user department submits request and specifications. Purchaser reviews request and specifications for unnecessary or duplicative items in accordance with 2 CFR 200.318 (d).

Procurement Method Selected—Based on type and estimated cost of good/service as well as purchasing authority, purchaser determines the procurement method that will result in a best value acquisition for the City of Palestine.

Contract Cost and Price - A cost or price analysis must be conducted in connection with every procurement action more than the federal Simplified Acquisition Threshold including contract modifications (2 CFR 200.323).

The simplified acquisition threshold for federal procurement actions is currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 as \$150,000, but this threshold is periodically adjusted for inflation. 2 C.F.R. §200.88

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, an independent estimate must be made before receiving bids or proposals. 2 C.F.R. § 200.323(a).

Cost analysis is the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directly related to the requirement and ultimately, reasonable.

Price analysis is essentially price comparison. It is the evaluation of a proposed price (i.e., lump sum) without analyzing any of the separate cost elements of which it is composed.

Solicitation— The City of Palestine creates the appropriate solicitation document, with terms and conditions and evaluation criteria clearly defined, and notifies vendor sources for an informal or formal bid process.

Receipt of Bids and Responses to Solicitation—Vendors submit their response to the solicitation.

Evaluation and Awards— The City of Palestine reviews the responses from vendors, determines compliance with the solicitation and makes an award recommendation based on the pre-defined best value criteria.

Negotiation of Profit - Federal Guidelines require negotiations of profit as a separate element of the price for each contract and modification in which there is no price competition and, in all cases, where cost analysis must be performed. 2 C.F.R. § 200.323(b)

The City of Palestine will use one of the following five methods of procurement described at 2 CFR Section 200.320: (1) procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive proposals, or (5) procurement by noncompetitive proposals.

1. Simplified Acquisition Procedures for Purchases Below Micro-Purchase Threshold

For purposes of this section, the micro-purchase threshold is \$3,000.

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the City of Palestine must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

2. Small Purchase

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that cost less than the lesser of the Federal Simplified Acquisition Threshold or the \$50,000 threshold defined in state law (Local Government Code §262.003 for counties and §252.021 for municipalities. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

For service contracts that are under the small purchase threshold and do not fall under professional services as defined in Section 2254.002(2) of Local Government Code, the City of Palestine may receive quotes and award the contract to any reasonable and responsible bidder. The local governing body has the final authority to award contracts.

3. Construction and Materials Contracts

In order for sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business; and
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to

determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

e. Any or all bids may be rejected if there is a sound documented reason.

4. Professional Services Contracts

This method is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- b. Proposals must be solicited from an adequate number of qualified sources;
- c. The City of Palestine must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. The City of Palestine may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

5. Noncompetitive Proposals

This method may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The <u>Federal awarding agency</u> or <u>pass-through entity</u> expressly authorizes noncompetitive proposals in response to a written request; or
- d. After solicitation of a number of sources, competition is determined inadequate.

These Policies and Procedures are implemented through the City of Palestine's administrative team and their titles are listed below:

City Manager, Finance Director, and City Secretary

[Signatures on the following page.]

Mitchell Jordan – Mayor	Date
ATTEST:	
April Jackson - City Secretary	



Agenda Date: April 22, 2024
To: City Council

From: Teresa Herrera, City Manager

Agenda Item: Farmers Market

Date Submitted:

SUMMARY:

At its February 12th meeting, the Council unanimously approved the renewal of the contract with Roger and April Shaner for the management of the farmers' market. The contract is set to extend for a period of five years, demonstrating the Council's confidence in their ability to effectively oversee this vital community asset.

As per the decision, a draft agreement outlining the terms and conditions of the renewed contract has been prepared for final approval. Please find the attached draft agreement for your review and consideration.

RECOMMENDED ACTION:

Staff recommends approval. The city attorney has drafted the agreement, ensuring that it aligns with all legal requirements and safeguards the interests of both parties involved.

Furthermore, the agreement has undergone a comprehensive review process, with Roger and April Shaner providing valuable insights and feedback to ensure its accuracy and completeness.

CITY MANAGER APPROVAL:

Attachments

Draft Farmers Market Agreement

CITY OF PALESTINE FARMERS' MARKET AGREEMENT

This LICENSE AGREEMENT ("License Agreement" or "Agreement"), dated this 12th day of February, 2024, is made and entered into by and between the CITY OF PALESTINE, a home rule municipal corporation, hereinafter referred to as "Licensor", and April and Roger Shaner, hereinafter referred to as "Licensee".

RECITALS

- WHEREAS, the Licensor owns a certain parcel of real property that is located at 813 West Spring Street, Palestine, TX 75801 in Palestine, Anderson County, Texas, and more particularly shown in Exhibit "A", attached hereto and incorporated herein by this reference ("Premises"); and
- WHEREAS, the residents of Palestine have expressed a desire and need for a local farmers' market to take place on the Premises; and
- WHEREAS, the Licensee has experience in managing farmers' markets; and
- WHEREAS, the Licensor deems it advantageous to grant Licensee certain rights, privileges, and uses herein as necessary to conduct its business as hereinafter set forth; and
- WHEREAS, the City Council previously approved a contract with Licensee for the operation and management of the Farmer's Market on or about February 2021 ("2021 Farmers' Market Contract"), which proved to benefit the residents of the City of Palestine; and
- **WHEREAS**, subject to the terms of this Agreement, Licensee will operate a farmers' market on the Premises; and
- WHEREAS, Licensor finds it in the best interests of to enter into this Agreement with Licensee.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee (hereinafter "Parties") hereby agree as follows:

ARTICLE I GENERAL TERMS AND CONDITIONS

1.01 <u>LICENSE</u>:

Licensor hereby issues to Licensee an Exclusive License to enter upon and use the Premises for and during the term of this License, and any extension or renewal thereof, solely and exclusively for the following purposes or activities: a farmers' market, allowing Licensee and its employees, agents, contractors, invitees, and anyone entering the Premises under this Agreement (including but not limited to members of the general public) (herein referred to collectively as "Licensee's Designees") to operate a farmers' market, which would include but is not limited to the

following: all aspects of the Market's management, including vendor selection, vendor space assignment, setup and breakdown supervision, marketing and promotion, coordination, security, invoice preparation, revenue collection, and other duties as required by Market functions and operations. These services shall be performed in accordance with the requirements in RFP #2020-030 and Contractor's Response, attached hereto and made a part hereof as Exhibit B.

1.02 <u>LICENSED AREA</u>:

The Licensor does hereby license the Premises, located at 813 West Spring Street, Palestine, TX 75801, and Licensee hereby accepts the license on the said Premises from Licensor. This shall include the open space and shaded area between Pavilion and Mill Street. Licensee hereby declares itself fully familiar with the physical condition of the licensed premises and declares that said premises were in good condition when possession of same was accepted. Premises are licensed unto Licensee in "AS IS" condition. Licensee has inspected the premises and accepts the same in "AS IS" condition.

Should the restroom facilities at the Farmer's Market cease to work or need to be repaired, the City shall provide alternate means for use of the restroom.

1.03 **TERM**:

This License shall commence February 12, 2024 and shall continue until February 16, 2029.

1.04 TERMINATION:

The City of Palestine reserves the right to terminate the Agreement immediately with written notice to the Licensee in the event the Licensee:

- A. Fails to meet delivery schedules.
- B. Defaults in the payment of any fees.
- C. Otherwise fails to perform in accordance with this contract.
- D. Becomes insolvent and/or files for protection from bankruptcy law.

The Agreement may be terminated without penalty, for any reason or none whatsoever, by either Party by providing thirty (30) day's written notice to the other Party.

1.05 DATE AND HOURS OF OPERATION:

Licensee promises to adhere to and agrees to the following dates and hours of operation for the use of the Premises:

[Insert Schedule]

1.06 RENTAL OBLIGATION:

Licensor agrees to provide the use of the Premises only on the dates and times scheduled under this Agreement for a cost of four hundred dollars (\$400.00) per month. Licensee shall submit the

City of Palestine April 11, 2024
Famers' Market Agreement Page 2 of 10

payment to the Licensor by the 5th day of each month. Payments shall be made either by check mailed to the Licensor at the Licensor's address as listed below or paid in person at City Hall.

The income from the Farmers' Market will belong to the Licensee. Unless pre-approved by the Licensor, all out-of-pocket expenses for management services will be the responsibility of the Licensee. All costs other than utilities and general facility maintenance will be the responsibility of the Licensee. The Licensee shall promptly notify the Licensor by phone, email, or regular mail of any general facility maintenance issues with the Premises.

Licensee shall obtain, complete, and maintain all permits and supporting documentation to satisfy all permitting requirements of Anderson County, the State of Texas, and the City of Palestine. Licensee shall abide by all Federal, State, and local laws, rules, and regulations, and all City of Palestine policies and directions. Licensee shall present an annual report to the City of Palestine Council at the end of each market year (to be defined by Licensee).

1.07 USE CONFLICT:

The premises are to be occupied solely for the purpose of operating a Farmers' Market and related events that are authorized by the Licensee consistent with this License and the rules, regulations, and laws of the City of Palestine and the State of Texas.

1.08 ON-SITE MANAGER:

Licensee shall ensure that an on-site manager is present at the Premises during each and every farmers' market date from the commencement of set up until all vendors/vehicles have vacated the Premises. Licensee shall utilize best industry practices and/or best management practices, which may require additional services not explicitly enumerated.

1.09 PARKING:

Parking within the licensed premises shall be supervised by Licensee.

1.10 **SIGNS**:

Licensee agrees to provide, at Licensee's sole cost and expense, any and all temporary signs.

1.11 **SECURITY**:

Licensee agrees, where reasonably necessary and at their own discretion, to provide at Licensee's sole cost and expense any number of licensed peace officers and security personnel deemed by Licensor to be reasonably necessary for the protection of persons and property on the premises.

1.12 CLEAN UP, GARBAGE STORAGE, AND DISPOSAL:

Licensor agrees to provide a sufficient number of containers on the premises for trash collection. Licensee shall ensure that farmers' market participants (i) maintain the space(s) assigned to them in a clean and sanitary condition; and (ii) remove all equipment, fruits, vegetables, trimmings, wrappings, containers, and trash immediately upon vacation of such spaces. In the event that any farmers' market participant does not adhere to the above guidelines, Licensee shall, at Licensee's expense, arrange for cleanup of the area to the satisfaction of Licensor. Licensee agrees to store all accumulated trash/garbage in a neat and clean manner as an essential element of its responsibilities for upkeep of the premises. This includes any loose garbage that may have flown out during or after the event.

ARTICLE II INDEMNITY AND INSURANCE

2.01 INDEMNIFICATION:

TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF PALESTINE, TEXAS, TOGETHER WITH ITS RESPECTIVE OFFICERS, DIRECTORS, FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, AND ASSIGNS (HEREINAFTER COLLECTIVELY PALESTINE), OF, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEFENSE COSTS, OR LIABILITY OF ANY KIND OR NATURE (COLLECTIVELY REFERRED TO HEREINAFTER AS "CLAIMS") ASSERTED BY ANY PERSON OR ENTITY AGAINST PALESTINE WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO LICENSEE'S (OR LINCESEE'S CONTRACTORS' OR SUBCONTRACTORS', IF ANY) (I) ACTS, ERRORS, OR OMISSIONS, (II) PERFORMANCE OR FAILURE TO PERFORM, (III) GOODS OR SERVICES PROVIDED, (IV) WORK PERFORMED BY, OR ON BEHALF OF LICENSEE, OR (V) USE OF THE PROPERTY TO WHICH THIS LICENSE APPLIES, RELATIVE TO THIS AGREEMENT, EXCEPT ANY SUCH CLAIMS, DAMAGES, CAUSES OF ACTION, COSTS AND EXPENSES ARISING OUT OF THE SOLE NEGLIGENCE OR WILLFUL ACT OF PALESTINE, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

Notwithstanding the provisions of the above paragraph, Licensee further agrees to assume all risk, and to indemnify, defend, and hold harmless Licensor from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Licensee or Licensee's employees, exhibitors, contractors, representatives, patrons, guests, or invitees.

The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not Licensor, Licensee or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

2.02 <u>INSURANCE</u>:

Without limiting Licensor's right to indemnification, it is agreed that Licensee shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form, and an annual aggregate not less than Two Million Dollars (\$2,000,000). The general liability should also include hired and non-owned vehicles. Licensor shall be furnished a copy of proof of insurance prior to the execution of this Agreement. Workers' Compensation insurance shall be at statutory limits.

The City of Palestine shall be named as an additional insured with respect to General Liability. A waiver of subrogation in favor of the City of Palestine shall be contained in all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Palestine of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Palestine will receive at least sixty (60) days notice prior to cancellation or non-renewal of the insurance.

ARTICLE III MISCELLANEOUS

3.01 <u>APPLICABLE LAW:</u>

This agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Anderson County, Texas.

3.02 BINDING AGREEMENT:

This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited.

3.03 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Further, Licensee will keep and maintain the licensed premises in a clean and healthy condition and comply with the laws, ordinances, orders, rules, and regulations (State, Federal, Municipal, and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the licensed premises.

3.04 NO SUBLICENSE, ASSIGNMENT OR JOINT VENTURE:

Licensee is not permitted to sublicense the premises or assign said license without written permission given by the Licensor. This agreement is not intended to and shall not be construed to create any joint enterprise between or among the Parties. Licensee is an independent contractor

City of Palestine April 11, 2024
Famers' Market Agreement Page 5 of 10

and all persons employed to furnish services hereunder shall not be considered employees of the Licensor.

For events coordinated by the Licensee, the Licensee shall not require written permission from the Licensor so long as Licensee and its employees, agents, contractors, and invitees assume all obligations of this License and agree to provide reasonable accommodations for use of the facility consistent with this License and the rules, regulations, and laws of the City of Palestine and the State of Texas.

3.05 HOLDING OVER:

In the event Licensee does not vacate all or part of the premises at the end of each business day, Licensee shall be obligated to pay Licensor for the cost of removal of any and all materials.

3.06 JOINT AND SEVERAL LIABILITY:

If more than one Licensee is named herein, the obligations of each Licensee herein shall be joint and severable. The singular includes the plural, and the plural includes the singular.

3.07 WAIVER:

Either Party's failure to insist at any time on the strict performance of any covenant or agreement, or such Party's failure to exercise any option, right, power, or remedy contained in this Agreement, shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of or failure to seek redress for any violation of any term, covenant, or condition contained in this Agreement shall not prevent a subsequent act from being a violation. A Party shall be considered to have waived a provision of this Agreement only if specifically expressed in writing and signed by such Party. No expressed waiver shall affect any matter other than the one specified in the waiver and only for the time and in the manner specifically stated.

3.08 **NO PARTNERSHIP**:

Notwithstanding anything to the contrary herein, Licensor is not, and under no circumstances shall it be considered to be, a partner of Licensee or engaged in a joint venture with Licensee.

3.09 TIME OF ESSENCE:

Time is of the essence in this agreement.

3.10 **NO THIRD-PARTY RIGHTS**:

The Parties intend not to create rights in, or to grant remedies to, any third Party as a beneficiary of this Agreement or any duty, covenant, obligation, or undertaking established herein.

April 11, 2024

Page 6 of 10

City of Palestine
Famers' Market Agreement

3.11 **NO DISCRIMINATION:**

Discrimination or harassment in any form is prohibited. Discrimination or harassment is the treatment or consideration of, or making a distinction in favor or against, a person based on the group, class, or category to which that person belongs, including but not limited to race, color, national origin, age, disability, economic class, sex, gender expression or sexual orientation. As a vendor for the Palestine Farmers Market, the vendor agrees to comply with all local, state, and federal laws applicable which includes but is not limited to vendor 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 allow events on City property that incorporate or promote ideas of hate or that 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. Licensees and vendors are expected and required to abide by this policy.

3.12 SEVERABILITY.

If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

3.13 **NOTICES**:

Notices and communication concerning this Agreement shall be sent to the following addresses

FOR Licensor:

City of Palestine Attn: Teresa Herrera, City Manager 504 N. Queen Street Palestine, TX 75801 therrera@palestine-tx.org (903) 731-8416

FOR LICENSEE:

April and Roger Shaner 1009 Woodland Drive Palestine, TX 75801

palestinefamersmarket@gmail.com

(903) 394-3239

Either Party may, by notice to the other Party, change the address specified above. Service of notice or communications shall be complete when received at the designated address.

Page 7 of 10

EXECUTED ON THIS 12th DAY OF FEBRUARY 2024.

	LESSOR: CITY OF PALESTINE, A MUNICIPAL CORPORATION BY:
	TERESA HERRERA, CITY MANAGER
ATTEST:	
APRIL JACKSON, CITY SECRETARY	
	LESSEE: APRIL & ROGER SHANER BY:
	APRIL SHANER, PALESTINE FARMERS' MARKET

EXHIBIT "A"Farmers' Market Premises





Located at 813 W. Spring Street, Palestine, TX 75801

EXHIBIT "B" RFP #2020-030 and Contractor's Response

City of Palestine Famers' Market Agreement



From: Chris Mahoney, Accountant

Agenda Item: 25K Checks
Date Submitted: 04/16/2024

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 City Manager:

- 1. Johnson Lab & Supply, INC.- \$84,555.91
- 2. Johnson Lab & Supply, INC.- \$139,239.31

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RECOMMENDED ACTION:

Review and approve invoices as presented.

CITY MANAGER APPROVAL:

Attachments

25K Checks

CITY OF PALESTINE

VENDOR: 0100656 JOHNSON LAB & SUPPLY, INC.

207192

04/11/2024

AMOUNT DATE **INVOICE** # PO # DESCRIPTION 71,077.20 4/3/2024 268229-001 24-4849 DORRANCE WATERLINE REPLACEMENT - PARTS ONLY 268233-001 4/3/2024 METER BOX 70.00 6" CLAMPS 1,070.24 3/21/2024 269305-000 269486-000 FIRE HYDRANT & PARTS 4,206.60 3/27/2024 FIRE HYDRANT DIFFUSERS 392.70 4/3/2024 269486-001 3,442.61 4/1/2024 269578-000 WATER STOCK 56.69 4/1/2024 269754-000 CTC PVC ADAPTER 4,104.60 4/3/2024 269802-000 FIRE HYDRANT 269823-000 11 1/4 BEND 135.27 4/3/2024

CHECK TOTAL

84,555.91

City of Palestine



504 Queen St Palestine, TX 75801 General Operating Account PROSPERITY BANK

1015 North Church Street Palestine, Texas 75801 CHECK #

207192

113122655

04/11/2024

\$84,555.91

Void after 90 days

PAY --- Eighty Four Thousand Five Hundred Fifty Five Dollars and 91/100 Cents---

TO THE

JOHNSON LAB & SUPPLY, INC.

ORDER

415 N TENNESSEE

OF

PALESTINE, TX 75801

OF WITH HE

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

July Harrera



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

INVOICE

Invoice No.:

268229-001

Date:

04/03/2024

Page:

1 of

Sold To:

Ship To:

PALESTINE, CITY OF 504 NORTH QUEEN STREET

ATT: FINANCE DEPT. ACCOUINTS PAYABLE

PALESTINE, TX 75801

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

P.O. No.: 24-4849

Terms	Order No./Rel.	Customer No.	SalesRep	Sh	ip Via	Red	. Date F	Reference
NET/30 DAYS	268229-001	116680	MIKE	ou	R TRUC	K 02/0	7/2024	
Product No.	De	scription	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension
PR1806	6 CL 150 C 900 P	/C PIPE	5000	5000	FEET	11.46		57,300.00
PR1804	4 CL 150 C 900 P	/C PIPE	100	100	FEET	7.26		726.00
UFR1500RZA6	6" 1500 RAPID IN GLAND PACK W/		240	240	EACH	54.38		13,051.20
BF43777WGNL	2" CTS X MTR FL	ANGE BALL VALV	1	0	EACH	377.50		0.00
345006B100AS-CP	6 X 1 SS SADDLE 6.84-7.64 OD	CORP CTS PJ	15	0	EACH	296.84		0.00
BA43342WGNL	1 X 3/4 ANGLE ST	OP CTS X MTR	40	0	EACH	104.19		0.00
. D1200BOLS	BLUE OVERLAPP SOLID NO READE		21	0	EACH	8.06		0.00
D1500TTBODY	JUMBO METER B	OX BODY ONLY	1	0	EACH	22.00		0.00
. D1500BOLS	BLUE JUMBO LID SOLID NO READE		1	0	EACH	12.75		0.00
20000303260	2 HYMAX 2 FLIP (2.10-3.03 OD RAN		1	0	EACH	127.00		0.00

Sub Total:
Total:

PAYMENT AUTHORIZATION

PO # 24 - 4849 Partial Complete Acct #:

Acct #:

Acct #:

Describe: DOCPANUE PARTIAL

EINC DIR:

CTY MNR:

71,077.20

\$ 71,077.20



PURCHASE ORDER

PRICE

PO Number:

24-4849

Date:

02/27/2024

Requisition #: 24-4982

GL ACCT #

2

Vendor #:

0100656

AMOUNT

172,875.93

ISSUED TO: JOHNSON LAB & SUPPLY, INC.

UNITS DESCRIPTION

ITEM

415 N TENNESSEE PALESTINE, TX 75801 SHIP TO:

PUBLIC WORKS

PROJ ACCT #

KIMBERLY BECKMAN

Palestine, TX 75801

TOTAL

1	0 DORRANCE WATERLINE REPLACEMENT -	PARTS ONLY	610-571-58030	191-WATERLINE	0.00	172,875.9
	Jega Hurrua City Managar	111	Land	SUBTOTAL:		172,875.9
	The Thirty	Many		TOTAL TAX:		0.0
	City Manager		Finance Director	SHIPPING:		0.0

Purchasing Agent

- 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



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

INVOICE

Invoice No.:

268233-001

Date:

04/03/2024

Page:

1 of

Sold To:

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

Ship To:

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

P.O. No.: RFP 2024-004 SECOND ST

Terms	Order No./Rel.	Customer No.	SalesRep	Sh	ip Via	Red	q. Date	Reference
NET/30 DAYS	268233-001	116680	MIKE	OL	IR TRUC	K 02/0	08/2024	
Product No.	De	scription	Ordered	Shipped	UOM	Unit Price	Unit Discour	nt Extension
345008B100AS-CP	8 X 1 SS SADDLE POWERSEAL SAL		24	0	EACH	339.92		0.00
BA43342WGNL	1 X 3/4 ANGLE ST	OP CTS X MTR	23	0	EACH	104.19		0.00
85	#85 C.I. OVAL ME	TER BOX	1	1	EACH	70.00		70.00
					Sub	Total:		70.00
					Tota	al:		\$ 70.00

P	AYMENT A	UTHOR	IZATION	
PU#		Done		-1-1-13
Acct #: 610.	571.544	500	70 so	piete X
Acct#:		Ċ	10.00	
Acct #:		6		
Describe: W	ATR BO	2-		
PT DIR:) - 50	X		,
INC DIK:	>		<u> </u>	4.24
TY MNR:				
· i iviial.			:	



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

INVOICE

Invoice No.:

269305-000

Date:

03/21/2024

\$ 1,070.24

1

Page:

1 of

Sold To:

PALESTINE, CITY OF 504 NORTH QUEEN STREET

ATT: FINANCE DEPT. ACCOUINTS PAYABLE

PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF 1620 W. PALESTINE AVE PALESTINE, TX 75801

Total:

P.O. No.: JASON UTILITY

Terms	Order No./Rel.	Customer No.	SalesRep	SI	nip Via	Re	q. Date	Reference
NET/30 DAYS	269305-000	116680	MIKE	01	UR TRUCI	K 03/	14/2024	
Product No.	De	scription	Ordered	Shipped	UOM	Unit Price	Unit Disco	unt Extension
	6.84-7.24 X 12 SS SMITH BLAIR	FC CLAMP	6	4	EACH	267.56		1,070.24
					Sub	Total:		1,070.24

PAYMENT AU	THORIZATION
PO#	Partial X Complete
Acct #: 610 · 571 · 5445	0 1,070.24
Acct #:	\$
Acct #:	\$
Describe: 6 CLAMP	5
DPT DIR:	7 : 4-1-a4
FINC DIR:	D:04/3/2014
CTY MNR:	



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

INVOICE

Invoice No.:

269486-000

Date:

03/27/2024

Page:

1 of 1

Sold To:

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

PALESTINE, CITY OF 1620 W. PALESTINE AVE PALESTINE, TX 75801

P.O. No.: JASON UTILITY

Terms	Order No./Rel.	Customer No.	SalesRep	St	nip Via	Red	q. Date	Reference
NET/30 DAYS	269486-000	116680	MIKE	OI	JR TRUC	CK 03/2	22/2024	
Product No.	De	scription	Ordered	Shipped	UOM	Unit Price	Unit Discour	nt Extension
2780-4ST	4' BRY SILVER H PALESTINE HYDE	YDRANT W/ STOR RANT	1	1	EACH	4,104.60		4,104.60
G14041	2 1/2 NST GASKE FIRE HOSE THRE	•	40	40	EACH	2.55		102.00
	HYDRANT DIFFU: DIRECTOR-GIL	SER	2	0	EACH	196.35		0.00
					Sub	Total:		4.206.60

Sub Total: 4,206.60 Total: \$4,206.60

	_
PAYME	NT AUTHORIZATION
PO#	Partial Complete
Acct #: 610.571.	54450\$ 4,206.66
Acct #:_	\$
Acct#:	Š
Describe: K/W 7	RAPIC
DPF DIR:	
FINC DIK:	04/3/1/094
CTY MNR:	104/2/12/4
STE WINE	
	The state of the s



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

INVOICE

Invoice No.:

269486-001

Date:

04/03/2024

Page:

1 of 1

Sold To:

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

Ship To:

PALESTINE, CITY OF 1620 W. PALESTINE AVE PALESTINE, TX 75801

P.O. No.: JASON UTILITY

Terms	Order No./Rel.	Customer No.	SalesRep	SI	hip Via	Re	q. Date	Reference
NET/30 DAYS	269486-001	116680	MIKE	0	UR TRUC	K 03/	22/2024	
Product No.	De	escription	Ordered	Shipped	UOM	Unit Price	Unit Discou	nt Extension
ADF70	HYDRANT DIFFU DIRECTOR-GIL	SER	2	2	2 EACH	196.35		392.70
					Sub	Total:		392.70
					Tota	al:		\$ 392.70

PAYMENT AUTHORIZATION Partial Complete X Acct #: 610.571.520805 CTY MNR:



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

INVOICE

Invoice No.:

269578-000

Date:

04/01/2024

\$ 3,442.61

Page:

1 of 1

Sold To:

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

PALESTINE, CITY OF 1620 W. PALESTINE AVE PALESTINE, TX 75801

Total:

P.O. No.: Jason- Utility

Terms	Order No./Rel.	Customer No.	SalesRep	Sh	ip Via	Red	q. Date	Reference	
NET/30 DAYS	269578-000	116680	MIKE	OL	IR TRUC	K 03/2	28/2024		
Product No.	De	scription	Ordered	Shipped	UOM	Unit Price	Unit Discou	nt Extensio	on
D1200TTBODY	12" RECT. METER LESS LID	BOX ONLY	30	30	EACH	18.43		5	52.90
D1200BOLS	BLUE OVERLAPP SOLID NO READE		45	0	EACH	12.72			0.00
DMH66	6" MJ X SWIVEL T	EE	6	3	EACH	289.17		8	67.51
MAX6	6" MAXADAPTER 6.27-7.75 OD RAN	SEWER COUPLING GE	10	10	EACH	109.65		1,0	96.50
BA23232WNL	3/4 FLARE X MTR	ANGLE STOP	5	5	EACH	70.04		3	50.20
C4434GNL	1 X 3/4 CTS COUP	PLING FOR CTS	10	10	EACH	34.09		3	40.90
C1433UNL	3/4 FEMALE X UL	TRA-TITE FEMALE	10	10	EACH	23.46		2	34.60
					Sub	Total:		3,44	2.61

PAYMENT AUTHORIZATION

PO # Partial Complete X

Acct #: 600.571.54450\$ 3,442.61

Acct #: \$

Acct #: \$

Describe: 1041ER STOCK

DPT DIR: : 4-4-24

FINC DIR: : 9400.299

CTY MNR: : 9100.299



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

INVOICE

Invoice No.:

269754-000

Date:

04/01/2024

Page:

1 of 1

Sold To:

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

PALESTINE, CITY OF 1620 W. PALESTINE AVE PALESTINE, TX 75801

P.O. No.: UTILITY M AINT. PAUL

Terms	Order No./Rel.	Customer No.	SalesRep	Sh	nip Via	Re	q. Date F	Reference
NET/30 DAYS	269754-000	116680	MIKE	CI	JST PU	04/	01/2024	
Product No.	De	scription	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension
C4744GNL	1 CTS TO 1 PVC	PIPE	1	1	EACH	56.69)	56.69
					Sub	Total:		56.69

Total: \$ 56.69

PAYM	ENTAU	THOR	IZATIO	N
PO#		D		
Acct #: 610.571.	54450) 5 2	h 19	mplete X
Acct #:		\$	0.6	
Acct #:		5		
Describe: CJSV	DVV	APa.	PTER	
THE DIR!	5		: 4	-4-24
Dill.			:	
TY MNR:			*	



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

INVOICE

Invoice No.:

269802-000

Date:

04/03/2024

Page:

1 of 1

Sold To:

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

PALESTINE, CITY OF 1620 W. PALESTINE AVE PALESTINE, TX 75801

P.O. No.: Jason- Utility

	erms	Order No./Rel.	Customer No.	SalesRep	Sh	hip Via	Re	eq. Date	Reference	
N	ET/30 DAYS	269802-000	116680	MIKE	01	UR TRUC	K 04/	03/2024		
	Product No.	De	escription	Ordered	Shipped	UOM	Unit Price	Unit Discou	nt Extens	sion
27	'80-4ST	4' BRY SILVER H PALESTINE HYDI	YDRANT W/ STOR RANT	1	1	EACH	4,104.60)	4	,104.60
						Sub	Total:		4,1	104.60
						Tota	I:		\$ 4,1	104.60





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

INVOICE

Invoice No.:

269823-000

Date:

04/03/2024

Page:

1 of 1

\$ 135.27

Sold To:

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

PALESTINE, CITY OF 1620 W. PALESTINE AVE PALESTINE, TX 75801

Total:

P.O. No.: UTILITY MAINT. AUSTIN

Terms	Order No./Rel.	Customer No.	SalesRep	Sh	nip Via	Re	q. Date	Reference
NET/30 DAYS	269823-000	116680	MIKE	CI	JST PU	04/	03/2024	
Product No.	De	scription	Ordered	Shipped	UOM	Unit Price	Unit Discour	nt Extension
DMB0611	6 DISSB MJ 11 1/4 LESS ACC. PACK		1	1	EACH	135.27	,	135.27
					Sub	Total:		135.27

PAYMENT AUTHORIZATION

PO # Partial Complete X

Acct #: 600.571.54450 \$ 135.27

Acct #: \$

Describe: 1 & Brad

DOT DIR: : 4-4-24

FINC DIR: : : 4-4-24

CTY MNR: : :

VENDOR: 0	100656 JOHNSOI	04/03/2024		
DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
3/27/2024	268229-000	24-4849	DORRANCE WATERLINE REPLACEMENT - PARTS ONLY	92,470.02
3/27/2024	268233-000	24-4850	SECOND ST WATERLINE REPLACEMENT - PARTS ONLY	46,274.89
3/18/2024	268849-000		PARTS FOR LIME EXHAUST	235.10
3/20/2024	269435-000		PARTS FOR LIME EXHAUST	127.04
3/21/2024	269456-000		PARTS FOR LIME EXHAUST	89.60
3/26/2024	269540-000		VALVE BOX RISER	42.66

CHECK TOTAL

139,239.31

207177

City of Palestine



CITY OF PALESTINE

504 Queen St Palestine, TX 75801 General Operating Account PROSPERITY BANK

1015 North Church Street Palestine, Texas 75801 CHECK #

207177

113122655

CHECK DATE

04/03/2024

\$139,239.31

Void after 90 days

PAY ---One Hundred Thirty Nine Thousand Two Hundred Thirty Nine Dollars and 31/100 Cents---

TO THE

JOHNSON LAB & SUPPLY, INC.

ORDER

415 N TENNESSEE

OF

PALESTINE, TX 75801

OPES WITH WE

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

John Film



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

Invoice No.:

268229-000

Date:

03/27/2024

2

Page:

1 of

Sold To:

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

Ship To:

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

P.O. No.: 24-4849

erms	Order No./Rel.	Customer No.	SalesRep	Sh	ip Via	Req. Date	Reference
IET/30 DAYS	268229-000	116680	MIKE	OU	R TRUCK	02/07/2024	
Product No.	D	escription	Ordered	Shipped	UOM	Unit Price Unit Di	scount Extension
R1806	6 CL 150 C 900 P	VC PIPE	5000	0	FEET	11.46	0.0
R1804	4 CL 150 C 900 P	VC PIPE	100	0	FEET	7.26	0.0
780-4ST	4' BRY SILVER H PALESTINE HYD	IYDRANT W/ STOR RANT	10	10	EACH	3,046.08	30,460.8
MH66	6" MJ X SWIVEL	TEE	28	28	EACH	168.00	4,704.
157106	6" MJ RW GATE Y LESS ACC PACK		44	44	EACH	786.42	34,602.4
FR1500RZA6	6" 1500 RAPID IN GLAND PACK W/	STALL RESTRAIN SOEZ	240	0	EACH	54.38	0.0
FR1500RZA4	4" 1500 RAPID IN GLAND PACK W/	STALL RESTRAIN SOEZ	16	16	EACH	40.65	650.4
MB0645	6 DI SSB MJ 45 B LESS ACC PACK		28	28	EACH	74.00	2,072.
MB0445	4 DI SSB MJ 45 B LESS ACC PACK		4	4	EACH	50.00	200.
MB0622	6 DI SSB MJ 22 1 LESS ACC. PACK		4	4	EACH	69.13	276.
SA0613	6 SW X SOLID HY LESS ACC. PACK		13	13	EACH	156.00	2,028.
MK06	6 MJ CAP LESS ACC. PACK	KS .	12	12	EACH	38.26	459.
WK04	4 MJ CAP LESS ACC. PACK	KS .	2	2	EACH	21.75	43.
ГК06	6 MJ CAP W/2 TA LESS ACC. PACK		1	1	EACH	76.50	76.
E29C	2 BLACK SDR9 F 100' COIL	POLY TUBE CTS	100	100	FEET	1.75	175.
202761IP7	6.63-7.61 X2" IP : EPOXY COATED		1	1	EACH	98.52	98.
5702	2" THD RW GATE "WITH 2"" OPERA		1	1	EACH	397.18	397.
A43777WGNL	2" ANGLE STOP	CTS X MTR FLG	1	1	EACH	407.68	407.
777NL	2 FIPT X PJ TO P	VC DIDE	1	1	EACH	124.35	124.

PALESTINE, CITY OF

INVOICE

Invoice No.:

268229-000

Date: Page: 03/27/2024 2 of 2

Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension
BF43777WGNL	2" CTS X MTR FLANGE BALL VALV	1	0	EACH	377.50		0.00
55	2 SS INSERT STAINLESS INSERT	20	20	EACH	2.54		50.80
345006B100AS-CP	6 X 1 SS SADDLE CORP CTS PJ 6.84-7.64 OD	41	26	EACH	296.84		7,717.84
PE19C	1 BLACK SDR9 POLY TUBE CTS 100' COIL	800	800	FEET	0.45		360.00
52	1 SS INSERT STAINLESS INSERT	100	100	EACH	1.85		185.00
BA43342WGNL	1 X 3/4 ANGLE STOP CTS X MTR	40	0	EACH	104.19		0.00
BA43444WGNL	1" CTS X MTR NUT ANGLE STOP	1	1	EACH	137.75		137.75
D1200TTBODY	12" RECT. METER BOX ONLY LESS LID	41	41	EACH	11.68		478.88
. D1200BOLS	BLUE OVERLAPPING LID SOLID NO READER	41	20	EACH	8.06		161.20
DML04	4 X 12 DI SSB MJ LONG SLEEVE LESS ACC. PACKS	2	2	EACH	55.00		110.00
DML06	6 X 12 MJ SLEEVE LESS ACC PACKS	13	13	EACH	92.50		1,202.50
FAST7006AMJ	6 X 6 MJ TAPPING SLEEVE 6.60-7.00 OD	4	4	EACH	594.50		2,378.00
D1500TTBODY	JUMBO METER BOX BODY ONLY	1	0	EACH	22.00		0.00
. D1500BOLS	BLUE JUMBO LID OVERLAPPING SOLID NO READER	1	0	EACH	12.75		0.00
1430BHS500	"COPPERHEAD 14 GAUGE BLUE"	6000	6000	EACH	0.13		780.00
02012	GALLON PIPE LUBE	10	10	EACH	0.00		0.00
W70	#70 SHORTY VALVE BOX	41	41	EACH	52.00		2,132.00
20000303260	2 HYMAX 2 FLIP COUPLING 2.10-3.03 OD RANGE	1	0	EACH	127.00		0.00

 Sub Total:
 92,470.02

 Total:
 \$ 92,470.02

PAYMENT AUT	THORIZATION
PO# 24 - 4849 Acct #:010-571.58030	Partial Complete
Acct #:1010-571.58030	\$ 92,470.02
Acct #:	\$
Acct #:	\$
Describe: DORRANG	EST. PARTS
DPT OIR:	2 4-1-24
FINC DIR:	
CTY MNR:	



PURCHASE ORDER

PO Number:

24-4849

Date:

02/27/2024

Requisition #: 24-4982

Vendor #:

0100656

0.00

172,875.93

ISSUED TO: JOHNSON LAB & SUPPLY, INC.

415 N TENNESSEE PALESTINE, TX 75801 SHIP TO:

PUBLIC WORKS

KIMBERLY BECKMAN Palestine, TX 75801

TEM L	JNITS DESCRIPTION			GL ACCT #		PROJ ACCT #	PRICE	AMOUNT
1	0 DORRANCE WATERLINE REPLACEMENT	- PARTS ONLY		610-571-58030	2	191-WATERLINE	0.00	172,875.93
			// /	-		SUPTOTAL		172,875.9
	Jura Hurrina		and Julian	7		SUBTOTAL: TOTAL TAX:		0.0

Purchasing Agent

City Manager

- 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.

Finance Director

TOTAL

- 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



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

INVOICE

Invoice No.:

268233-000

Date:

03/27/2024

Page:

1 of 2

Sold To:

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

Ship To:

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

P.O. No.: RFP 2024-004 SECOND ST

Terms	Order No./Rel.	Customer No.	SalesRep	Sh	ip Via	Req. Date	Reference -
NET/30 DAYS	268233-000	116680	MIKE	OU	IR TRUCK	02/08/2024	
Product No.	De	escription	Ordered	Shipped	MOU	Unit Price Unit Dis	count Extension
2780-4ST	4' BRY SILVER H PALESTINE HYDI	IYDRANT W/ STOR RANT	8	8	EACH	3,046.08	24,368.64
*MJCSH0806	8 X 6 MJ SWIVEL	TEE	6	6	EACH	122.28	733.68
V157108	8" MJ RW GATE \ LESS ACC PACK		6	6	EACH	1,244.75	7,468.50
V157106	V157106 6" MJ RW GATE VALVE LESS ACC PACKS		6	6	EACH	786.42	4,718.52
UFR1500ZA8	8 CIRCLE-LOCK F GLAND W/ACC. F		35	35	EACH	80.89	2,831.15
UFR1500RZA6	6" 1500 RAPID IN GLAND PACK W/	STALL RESTRAIN SOEZ	35	35	EACH	54.38	1,903.30
*MJCSA08	8" MJ ANCHOR C	OUPLING	6	6	EACH	127.30	763.80
345008B100AS-CP	8 X 1 SS SADDLE POWERSEAL SAI		24	0	EACH	339.92	0.00
*FAST-1115-8A-MJ	10 X 8 MJ TAPPIN	IG SLEEVE	1	1	EACH	832.85	832.85
PE19C	1 BLACK SDR9 P 100' COIL	POLY TUBE CTS	1000	1000	FEET	0.45	450.00
52	1 SS INSERT STAINLESS INSE	RT	50	50	EACH	1.85	92.50
BA43342WGNL	1 X 3/4 ANGLE ST	TOP CTS X MTR	23	0	EACH	104.19	0.00
BA43444WGNL	1" CTS X MTR NU	JT ANGLE STOP	1	1	EACH	137.75	137.75
D1200TTBODY	12" RECT. METER LESS LID	R BOX ONLY	23	23	EACH	11.68	268.64
. D1200BOLS	BLUE OVERLAPP SOLID NO READE		23	23	EACH	8.06	185.38
85	#85 C.I. OVAL ME	TER BOX	1	0	EACH	70.00	0.00
DML06	6 X 12 MJ SLEEVE LESS ACC PACKS		2	2	EACH	92.50	185.00
1430BHS500	"COPPERHEAD 14 BLUE"	4 GAUGE	1500	1500	EACH	0.13	195.00
02012	GALLON PIPE LUI	BE	3	3	EACH	0.00	0.00
W70	#70 SHORTY VAL	VE BOX	12	12	EACH	52.00	624.00

PALESTINE, CITY OF

INVOICE

Invoice No.:

268233-000

Date:

03/27/2024

2

Page:

2 of

Product No.	Description	Ordered	Shipped	MOU	Unit Price	Unit Discount	Extension
DMB0645	6 DI SSB MJ 45 BEND LESS ACC PACKS	4	4	EACH	74.00		296.00
DMB0845	8 DI SSB MJ 45 BEND LESS ACC. PACKS	2	2	EACH	110.09		220.18
				Sub	Total:		46,274.89

Total: \$ 46,274.89

provide the state of the state
PAYMENT AUTHORIZATION
Partial X Complete
PO # 24 · 4850 Partial X Complete Acct # 010.571.58030 \$ 46,274.89
Acct #:\$
Acct #:\$
Describe: 200 ST PAGTS
DPT DIR: 1-24
FINC DIR.
CTY MNR:::::



PURCHASE ORDER

PO Number: 24-4850

Date:

02/27/2024

Requisition #: 24-4983

Vendor #:

0100656

ISSUED TO: JOHNSON LAB & SUPPLY, INC.

415 N TENNESSEE PALESTINE, TX 75801 SHIP TO:

PUBLIC WORKS

KIMBERLY BECKMAN Palestine, TX 75801

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 WATERLINE REPLACEMENT ON SECOND ST - PARTS ONLY	610-571-58030	190-WATERLINE	0.00	56,899.34

non Harana	11/11		SUBTOTAL:	56,899.34
JAKO HUTUA	my plan		TOTAL TAX:	0.00
City	Manager	Finance Director	SHIPPING:	0.00
Oh asty			TOTAL	56,899.34

Purchasing Agent

- 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



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

INVOICE

Invoice No.:

268849-000

Date:

03/18/2024

Page:

1 of

\$ 235.10

Sold To:

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

Ship To:

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

Total:

P.O. No.: W.T.P JAMES

Terms	Order No./Rel.	Customer No.	SalesRep	Sh	nip Via	Red	q. Date	Reference
NET/30 DAYS	268849-000	116680	MIKE	CL	JST PU	02/2	29/2024	
Product No.	De	scription	Ordered	Shipped	UOM	Unit Price	Unit Discoun	t Extension
CFA401150	1 1/2 BRASS BALI MATCO	L VALVE	2	2	EACH	54.03		108.06
S1406	6 SDR 35 FEMALE	EALE ADAPTER	1	1	EACH	42.16		42.16
S1156	6 SDR 35 THREA	DED PLUG	1	1	EACH	28.94		28.94
S306	6 SDR35 SW WYE	SXSXS	1	1	EACH	55.94		55.94
					Sub	Total:		235.10

PAYMENT AUTHORIZATION PO# Partial Complete Acct #: 610-570-54120 Acct #:



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

INVOICE

Invoice No.:

269435-000

Date:

03/20/2024

Page:

1 of 1

Sold To:

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

Ship To:

PALESTINE, CITY OF 1620 W. PALESTINE AVE PALESTINE, TX 75801

P.O. No.: W.T.P RYAN

Terms	Order No./Rel.	Customer No.	SalesRep	Sh	nip Via	Re	q. Date	Reference
NET/30 DAYS	269435-000	116680	MIKE	CL	JST PU	03/2	20/2024	
Product No.	De	escription	Ordered	Shipped	UOM	Unit Price	Unit Discour	nt Extension
S306	6 SDR35 SW WY	E SXSXS	1	1	EACH	55.94		55.94
S1406	6 SDR 35 FEMAL	EALE ADAPTER	1	1	EACH	42.16		42.16
S1156	6 SDR 35 THREA	DED PLUG	1	1	EACH	28.94		28.94
					Sub	Total:		127.04

Total: \$ 127.04





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

INVOICE

Invoice No.:

269456-000

Date:

03/21/2024

Page:

1 of 1

Sold To:

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

PALESTINE, CITY OF 1620 W. PALESTINE AVE PALESTINE, TX 75801

P.O. No.: W.T.P JAMES

Terms	Order No./Rel.	Customer No.	SalesRep	Sh	nip Via	Re	eq. Date	Reference
NET/30 DAYS	269456-000	116680	MIKE	CL	JST PU	03/	/21/2024	
Product No.	D	escription	Ordered	Shipped	UOM	Unit Price	Unit Discour	nt Extension
PR3506	6 SDR 35 PVC SI	WR PIPE	14	14	FEET	6.40)	89.60
					Sub	Total:		89.60
					Tota	al:		\$ 89.60

PO#	NT AUTHORIZATION
Acct#:	Partial Complete
Acct#:	Section to control of the section of
Acct #: 6/0-570-5	4120 \$ 89 /00
Describe: Parts	For shine ex haust
PROIR:	0: 4-1-24
MC DIR:	
IV MINR:	A STATE OF THE PARTY OF THE PAR



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

INVOICE

Invoice No.:

269540-000

Date:

03/26/2024

Page:

1 of

Sold To:

PALESTINE, CITY OF **504 NORTH QUEEN STREET** ATT: FINANCE DEPT. ACCOUINTS PAYABLE

PALESTINE, TX 75801

Ship To:

PALESTINE, CITY OF 1620 W. PALESTINE AVE PALESTINE, TX 75801

P.O. No.: STREET DEPT. JUSTIN

Term	ns	Order No./Rel.	Customer No.	SalesRep	SI	hip Via	Re	q. Date	Reference
NET/	30 DAYS	269540-000	116680	MIKE	CI	UST PU	03/	26/2024	
	Product No.	De	escription	Ordered	Shipped	UOM	Unit Price	Unit Discou	nt Extension
W2		2 VB RISER		1	1	EACH	42.66	3	42.66
		·				Sub	Total:		42.66

Total: \$ 42.66

	the state of the s
PAYMENT	AUTHORIZATION
PO #	Partial Complete 57
Acct #: 610.571.544	1505 42 bb
Acct #:	\$
Acct #:	Ś
Describe: VALVE E	BOXORIGER
DPT DIR:	1:4-1-24
FINC DIR:	
CTY MNR:	



From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider approval of engineering services at the Palestine Municipal Airport

Date Submitted: 04/17/2024

SUMMARY:

Consider approval of engineering services at the Palestine Municipal Airport. We are interested in individuals building four private hangars. With the recent flooding at the airport, we request engineering services to design a detailed plan to include drainage improvements.

RECOMMENDED ACTION:

Staff recommends approval of engineering services at the Palestine Municipal Airport.

CITY MANAGER APPROVAL:



From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider authorizing City Manager to seek sealed bids for sludge removal at the Water

Treatment Plant

Date Submitted: 04/17/2024

SUMMARY:

Consider authorizing the City Manager to seek sealed bids for annual sludge removal at the Water Treatment Plant. Request permission to remove sludge; sludge lagoons are near or close to exceeding capacity.

RECOMMENDED ACTION:

Staff recommends authorizing the city manager to seek sealed bids for annual sludge removal at the Water Treatment Plant.

CITY MANAGER APPROVAL:



From: Andrew Sibai, Finance Director

Agenda Item: ETEX phone service

Date Submitted: 04/17/2024

SUMMARY:

This item is to approve a revised contract with ETEX for phone and fiber service. Currently, the City is using ETEX for fiber internet and Brightspeed for phone lines. ETEX has been working to take over the phone lines, and we are ready to make the switch.

ETEX Fiber is a nonprofit organization. In 2021, the Palestine Economic Development Corporation partnered with ETEX to bring a fiber line to Palestine and partway down Loop 256 to serve major commercial sectors. The venture has proven to be very lucrative for the PEDC due to a revenue-sharing agreement from the initial investment and has been very helpful in improving the City's productivity with improved network security and internet speed.

This contract increases the current monthly charge from ETEX by \$700 but decreases monthly phone line costs from Brightspeed by \$3,000.00, so this is a decrease in costs for the City.

RECOMMENDED ACTION:

Staff recommends approval.

CITY MANAGER APPROVAL:

Attachments

ETEX revised agreement



Created Date 3/11/2024 Contract Start Date 3/11/2024

Expiration Date 4/11/2024 Term (Months) 48

Quote Number 00003027

Tax ID: Authorized Account User(S) Individual or Business name (Please refer to CPNI PIN Codes and Authorized Users in Terms & Conditions)

CPNI 4 DIGIT PIN CODE: ______

Prepared By Brett Frase Contact Name Andrew Sibai

Email bfrase@etexfiber.net Contact Title Senior Accountant/IT

Contact Email asibai@palestine-tx.org

Contact Phone 903.731.8403

Bill To Name City of Palestine ServiceTo Name City of Palestine

Bill To ServiceTo Name City of Palestine

504 North Queen Street
Palestine, TX 75801

ServiceTo Name City of Palestine

504 North Queen Street
Palestine, TX 75801

Palestine, TX 75801 Palestine, TX 75
United States United States

Product	Line Item Description	List Price	Quantity	Total Price
1GB x 1GB	Fiber Internet access	\$1,700.00	1.00	\$1,700.00
500Mbps x 500Mbps Transport	All FDs, Public Works, PEDC/PD South, Parks dept	\$400.00	8.00	\$3,200.00
500Mbps x 500Mbps Transport	Visitor's Center, Waste Water 1&2, Water Plant	\$400.00	4.00	\$1,600.00
Additional Lines Per		\$30.00	12.00	\$360.00
Business Phone Single		\$36.90	1.00	\$36.90
PRI		\$0.00	1.00	\$500.00
PRI	3 total PRIs	\$0.00	2.00	\$0.00

 Monthly Recurring
 \$7,396.90
 Subtotal
 \$7,396.90

 Non Recurring
 \$0.00
 Discount
 0.00%

 Total Price
 \$7,396.90

 Grand Total
 \$7,396.90

May vary depending on location.



Construction Consent (For Building Owner Only)

- I (Customer) authorize conduit placement and/or passive construction
- I (Customer) am not the building owner

Special Instructions:

Terms & Conditions

This Agreement shall be in effect for an initial term of Number of Months specified above. If Customer terminates this Agreement, or any part thereof, prior to the end of the current term they shall pay to ETEX an amount equal to the average monthly amount billed to them for each month remaining in the current term. This Agreement shall be effective as of the Contract Start Date specified above and shall be in effect for an initial term commencing on the date that services are activated in Customer's area and continuing thereafter for the Number of Months specified above. Etex will notify Customer of the date that services are activated in Customer's area.

Act of God Liability Waiver:

The Company (Etex) shall not be liable for any interruption, failure or degradation of service due in whole or part to causes beyond its control, including, but not limited to: (1) act of God, fires, lightning, flood, or other catastrophes; (2) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or any foreign, state or local government, or any foreign, state or local government; (3) any national emergency, insurrection, riot, war, strike or labor difficulty; (4) any act or omission by any unrelated carrier or other entity affecting the facilities or equipment over which the Company's services are provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.

Do-Not-Call Solicitor Notification

As you are likely aware, the Federal Communications Commission ("FCC") and Federal Trade Commission ("FTC") have established a national Do-Not-Call Registry. As part of the do-not-call initiative, the FCC requires us to notify customers who use our service for making telephone solicitations (telemarketing calls) regarding the national Do-Not-Call rules and regulations. If you are a company, individual, or other entity that makes telemarketing calls, it is very important that you familiarize yourself with the operations of the national Do-Not-Call Registry and the rules requiring checking of the national Do-Not-Call Registry as part of making telemarketing calls. Unless you fall under one of the exceptions established in the FCC/FTC rules (such as the exception for telemarketing by charitable organizations or for prior business relationships), you may not make telemarketing calls to numbers included in the national Do-Not-Call Registry. Before you rely on one of the exceptions, you should consult the rules. For information about the regulations, you may visit the national Do-Not-Call Registry at www.donotcall.gov. You can find the FCC and FTC rules governing telemarketing and telephone solicitation, at 47 C.F.R. § 64.1200 and 16 C.F.R. Part 310, respectively.

Contractual Provisions to Mitigate Illegal Robocalls

As an Etex customer, it is forbidden to use Etex's services for unlawful purposes such as originating and/or otherwise transmitting calls that violate laws that restrict robocalls or other telemarketing calls, including the federal Telephone Consumer Protection Act ("TCPA") and/or the Pallone-Thune Telephone Robocall Abuse Criminal Enforcement and Deterrence Act ("TRACED Act") and/or the rules promulgated pursuant to these statutes. Etex may, at its sole discretion, suspend or terminate your service immediately, among other remedies for violations of the law.



To become more familiar with the TCPA and TRACED Act, please see the following links: https://www.fcc.gov/sites/default/files/tcpa-rules.pdf
https://www.fcc.gov/TRACEDAct

<u>Internet Speed Conditions:</u> Actual Internet speeds may vary. Internet speed conditions represent maximum speed capabilities and may vary based on many factors including website traffic, content provider capacity, use of other services, network capacity and maximum bandwidth restrictions on customer owned equipment.

If you are a company, individual, or other entity that makes telemarketing calls, it is very important that you familiarize yourself with the operations of the national Do-Not-Call Registry and the rules requiring checking of the national Do-Not-Call Registry as part of making telemarketing calls. Unless you fall under one of the exceptions established in the FCC/FTC rules (such as the exception for telemarketing by charitable organizations or for prior business relationships), you may not make telemarketing calls to numbers included in the national Do-Not-Call Registry. Before you rely on one of the exceptions, you should consult the rules. For information about the regulations, you may visit the national Do-Not-Call Registry at www.donotcall.gov. You can find the FCC and FTC rules governing telemarketing and telephone solicitation, at 47 C.F.R. § 64.1200 and 16 C.F.R. Part 310, respectively.

CPNI PIN Codes and Authorized Users

The Company (Etex) has established procedures that ensure compliance with the Federal Communications Commission (FCC) regulations concerning the protection of customer proprietary network information (CPNI). As an Etex customer, you are required to create a secure four-digit PIN code that is only shared with your named Authorized User(s) above. This PIN code must be presented by you or your Authorized User(s) upon request for any account information.

Please note: Choosing to name a Business, such as a Call Center, as your Authorized User(s), is risky. It is your responsibility to ensure that your PIN Code is secure and protected from unauthorized access and that your Authorized User information is kept up to date.

Signatures	
Authorized Signer	Date Signed
Etex Signature	Date Signed



From: Andrew Sibai, Finance Director

Agenda Item: Consider approval of a budget amendment for the Palestine Economic Development

Corporation

Date Submitted: 04/17/2024

SUMMARY:

Attached is an amendment for the Palestine Economic Development Corporation. This amendment was discussed and approved by the PEDC Board at the April 2024 meeting. It provides additional funding for downtown businesses that need assistance with facility improvements and pays for a grant to the City of Palestine approved in the last fiscal year but not completed until this fiscal year.

RECOMMENDED ACTION:

Staff and the PEDC Board recommend approval.

CITY MANAGER APPROVAL:

Fiscal Impact

Fiscal Year: 2024 Budgeted Y/N: N

Account #: 215-100-53663 **Amount Requested:** 40000.00

BUDGETARY IMPACT:

To pay for a grant approved in Fiscal Year 2023 and completed in the current Fiscal Year

Fiscal Year: 2024 Budgeted Y/N: N

Account #: 215-100-53664 **Amount Requested:** 100000.00

BUDGETARY IMPACT:

To provide additional support for building improvements in the downtown area of Palestine

Attachments

Amendment Details
Budget Amendment

CITY OF PALESTINE BUDGET AMENDMENT



DEPARTMENT:	BDH#:	PACKET:	
DATE:	4/17/2024	POSTED:	
FDOM:		D= D	0-5
FROM: Account Number	Account Title	D= Rev A	C=Exp mount
215-38001	FUND BALANCE	\$	(140,000.00)
	TOTAL FROM AMOUNT	\$	(140,000.00)
TO:		C = Rev	D = Exp
Account Number	Account Title	A	mount
215-100-53663	COMMUNITY DEVELOPMENT GRANT	\$	40,000.00
215-100-53664	BUILDING IMPROVEMENT GRANT	\$	100,000.00
	TOTAL TO AMOUNT	\$	140,000.00
REASON:			
	udget for grant approved last year and completed th	is year and additi	ional
downtown grant assis	tance for local business		
DEPARTMENT HEAD:		DATE:	
FINANCE DEPT.			
CITY MANAGER:		DATE:	
COLINCII ADDDOVED			

ORDINANCE NO. <u>O-XX-24</u>

AN ORDINANCE OF THE CITY OF PALESTINE, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR ADDITIONAL EXPENDITURES, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; AND PROVIDING FOR SEVERABILITY.

- WHEREAS, subsequent to the adoption of the annual budget for the City of Palestine for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the City has sustained unanticipated revenue changes and unanticipated expenditures; and
- WHEREAS, the City Manager has recommended that such budget be amended to reflect such revenues and expenditures in accordance with "Exhibit A" attached hereto and made a part hereof; and
- **WHEREAS**, the City Council finds and determines that the budget should be amended as recommended by the City Manager and that such amendment to the budget is necessary:

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

- **SECTION 1.** The recitals contained in the preamble to the Ordinance are found to be true and correct and are hereby adopted.
- The annual budget of the City of Palestine, Texas, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, is hereby amended by increasing and decreasing the appropriations to the various accounts contained therein as provided in Exhibit A attached hereto and made a part hereof.
- The amendment, as shown in words and figures in Exhibit "A", is hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year October 1, 2023, through September 30, 2024.
- A copy of the amended budget shall be placed in the office of the Anderson County Clerk as required by Texas Local Government Code, Section 102.011.
- **SECTION 5.** This Ordinance shall take effect immediately from and after its passage.
- In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision

hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Palestine, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part of this declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, this the 22nd day of April, 2024.

	MITCHELL JORDAN
	MAYOR
ATTEST:	APPROVED AS TO FORM:
ATTEST:	APPROVED AS TO FORM:
APRIL JACKSON	REZZIN PULLUM
CITY SECRETARY	CITY ATTORNEY



From: April Jackson, City Secretary

Agenda Item: Section 3 Presentation for Grant Number CDV23-0354 - Traylor & Associates

Date Submitted: 04/18/2024

SUMMARY:

Traylor & Associates Section 3 Presentation - Overview of Texas Community Development Block Grant (TxCDBG) requirements related to Section 3 of the Housing and Urban Development Act of 1968 for Grant Number CDV23-0354.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

Section 3 Presentation

Section 3 Presentation to the City of Palestine



The City of Palestine recently received the following grant award:

- Grant Contract No. CDV23-0354
- Award Amount: \$500,000.00
- Project: Sewer Improvements on E. Lacey Street.



The grant is funded through the Community Development Block Grant, via:

 The U.S. Department of Housing and Urban Development

and

The Texas Department of Agriculture

- As a condition of funding, the City of Palestine must comply with Section 3 of the Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.

In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01



A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3-month period are performed by Section 3 Workers

Register at:

 HUD's Section 3 website: https://portalapps.hud.gov/Sec3BusReg/BRegistry/Regist erBusiness



Section 3 Business

This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected)
- Engineering Services (previously selected)
- Prime Contractor for Sewer Improvements on E. Lacey Street.

You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size:
- You are a current or recent Youthbuild participant

Register your information and search for opportunities at:

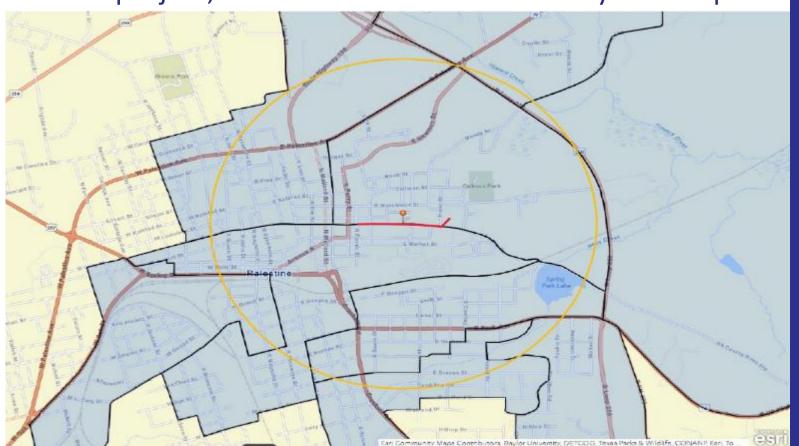
- WorkInTexas.gov
- easttexasworkforce.org/anderson-county



Targeted Section 3 Worker

Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers.

For this project, that service area is defined by this map:



The City of Palestine will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.



TxCDBG Policy Issuance 20-01

REVISED Policy Issuance 20-01 Section 3 v1.pdf (texasagriculture.gov)

24 CFR Part 75

Electronic Code of Federal Regulations (eCFR)

April Jackson, City Secretary can provide more information upon request.



Agenda Date: April 22, 2024
To: City Council

From: Lisa Bowman, Economic Development Admin

Agenda Item: Downtown Grant Performance Agreement between the PEDC and The Historic

Palestine Event Center.

Date Submitted: 04/17/2024

SUMMARY:

Consider and take possible action on a Downtown Grant Agreement between the Palestine Economic Development Corporation and The Historic Palestine Event Center in an amount not to exceed \$37,125.00.

RECOMMENDED ACTION:

Staff recommends consideration and approval of a Downtown Grant Agreement between the Palestine Economic Development Corporation and The Historic Palestine Event Center in an amount not to exceed \$37,125.00.

CITY MANAGER APPROVAL:

Attachments

Downtown Grant Application - The Historic Palestine Event Center Downtown Grant Agreement - The Historic Palestine Event Center

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM

1,	Applicant/Applicants name(s): Kevin Fun
	Type of grant(s) being requested:
	First Time Applicant
	□ Recurring Applicant
3.	Applicants contact Information.
	Phone 903-933-2605
b.	Fax
c.	Email
4.	Physical address of property for which grant is being requested. 201-205 W Crowford
5.	Is the property in the Palestine Main Street Overlay District? ★ Yes □ No
1271-2711	(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
32%	(Historic district overlays can be found on the map at https://downtowntx.org/palestine-texas)
7.	What is the Zoning for the property?
1223 2 19	(Zoning information can be found at 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^)
	Is the property individually listed on the National Register of Historic Places? ■ Yes □ No
	Is the property a designated Palestine Historical Landmark?
	Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
	180 Yes □ No
13.	Current occupancy type A2 / Occupancy type upon project completion A2
	Please provide the total square footage of the property: sq ft
	Is this a mixed-use (commercial & residential) property?
	□ Yes 🖪 No
If so, ple	ease provide a breakdown of the square footage of the property based on current use:
	territ in the state of the stat
Comme	rcial:sq ft
	tial:sq ft
16.	No. of Stories:
17.	Business name, if applicable The Historic Palestire Event Center
	Mailing address

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.
Wedding and event venue.
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 _6/4/2\
23. Number of employees, if applicable Number of new employees, if applicable
24. Please provide a description of the proposed project:
Upgrade/Replace HVAC Units + new
Upgrade/Replace HVAC Units + new duct on 5 ton unit.

19. This business is a

25. Proposed scope of work (Check all that apply):

Façade/E	xterior Walls:
E	☐ 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 I	Building Components:
1	REPLACEMENT OR MAJOR REPAIR OF MINOR REPAIR OR MAINTENANCE
Including	
	☐ Plumbing ☐ Gas System ☐ Electrical ☒ Air Conditioning/Heat
	□ Other
Other B	uilding Components:
	□ NEW INSTALLATION or □ MAJOR REPAIR OR REPLACEMENT
Including	
	☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs
	☐ Interior Painting
	□ Other
Business	s/Property Signage:
	□ NEW SIGN/SIGNAGE PACKAGE or □ RESTORATION OF A HISTORIC SIGN
	Accessibility Standards (TAS) Upgrades:
	Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or
mod	dification 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
peo	ple with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with
spe	cified 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
orv	visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens,
	chenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining
sur	faces, 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
inc	lude fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines,
two	o-way communication systems, etc.
	Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by
(1 50 6)	ople with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground
spa	ice, reach ranges, operable parts, seats, etc.

26.	Amount of grant funds requested \$37,125
	(Total possible funding per grant application is \$75,000 maximum)
27.	Total projected cost of project _ 49,500
28.	Estimated start date of project _5/13/2 4
29.	Estimated completion date of project 5/30/24
30.	Please provide competitive cost estimates (bids) for each different se
	licensed and bonded contractors or suppliers. Detailed cost estimates
	and finishes are required. If two cost estimates are unable to be obta
	and banded and a second second

- cope of work from a minimum of two (2) s, including material types, paint color samples ined, 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.
- 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 120th 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.
- 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.
- Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
- 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.
- This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 22 day of March	, 20 <u>2</u> 4
Applicant Keuin Fuhr	Applicant /

[TO BE COMPLETED BY DEVELOPMENT SERVICES]	
Based on the project information provided with this application a	and the research documented above, at a minimum the
project will require the following from Development Services:	
No further municipal approvals	
Pre-Development Meeting - Recommended	Date Scheduled
Certificate of Appropriateness from HLC	Date Received
Historic Landmark Commission (HLC) Hearing	Date Scheduled
Sign Permit Application	
Main Street Advisory Board Review	Date Scheduled
Specific Use Permit Application	
Zoning Change Application	
Planning & Zoning Commission Hearing	Date Scheduled
City Council Meeting to Approve Specific Use Permit	Date Scheduled
Procedure for Commercial New Construction and Addit	tions with Building Permit
(Refer to checklist from Development Services for com-	plete list of documents required)
Procedure for Commercial Remodels and Repairs with	Building Permit
(Refer to checklist from Development Services for com	plete list of documents required)
Multi-Trade Subcontractor Permit Application (electric	al, plumbing, mechanical)
Water and Sewer Tap Application	
Health Department Plan Review and Inspection	
Fire Inspection	
Public Works & Utilities Inspection	
Building Inspection	
Clean and Show Application	
Certificate of Occupancy Application	
Approval of HPO or Interim Director of Development Services:	
	Date:
Approval of Mainstreet District Coordinator:	Dutai
	Date:

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!

Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709

Filing Fee: \$300



Certificate of Formation Limited Liability Company

Filed in the Office of the Secretary of State of Texas Filing #: 804034338 04/23/2021 Document #: 1045426220002 Image Generated Electronically for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Link-Bratton Building, LLC

Article 2 - Registered Agent and Registered Office

TA. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

▼B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Kevin Fuhr

C. The business address of the registered agent and the registered office address is:

Street Address:

101 W. Oak St. Palestine TX 75801

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

▼B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

☑B. The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the governing persons are set forth below:

Managing Member 1: Nicole

Fuhr

Title: Managing Member

Address: P.O. Box 2945 Palestine TX, USA 75802

Managing Member 2: Kevin Fuhr

Title: Managing Member

Address P.O. Box 2945 Palestine TX, USA 75802

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Travis J. Phillips 507 W. 10th Street, Austin, Texas 78701

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OF

TB. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Travis J. Phillips

Signature of Organizer

FILING OFFICE COPY

For Privacy reasons not all exemptions are shown per Section 25.027 of the Property Tax Code.

ANDERSON COUNTY TAX OFFICE

Property

Owner

Property Address

Tax Year

2023 Assessed Value

R34392

LINK-BRATTON BUILDING LLC 201 W CRAWFORD ST PALESTINE 2023 \$

CERTIFIE \$647,040

Details

Bills

Payment History

2023 GENERAL INFORMATION

2023 GENERAL INFORMATION

Property Status Active

ACCIVE

Property Type Real

Legal ORIGINAL BLOCK 101 LOT 22, 23 &

Description 24

Neighborhood

Account **6760-00101-02200**

Map Number -

2023 OWNER INFORMATION

Owner Name LINK-BRATTON BUILDING LLC

Owner ID

Exemptions

Percent

100%

Ownership Mailing Address P

P O BOX 2945 PALESTINE, TX

75802

Agent -

3/13/2024
\$0.00
\$0.00
\$0.00

2023

■ Tax Statement	~
E Tax Statement	Details

TAXING ENTITY	TOTAL TAXES DUE	DATE PAID	AMOUNT PAID	BALANCE
City Of Palestine	\$3,845.26	12-15-2023	\$3,845.26	\$0.00
County Tax	\$3,039.15	12-15-2023	\$3,039.15	\$0.00
FMFC	\$85.36	12-15-2023	\$85.36	\$0.00
Palestine ISD	\$7,076.68	12-15-2023	\$7,076.68	\$0.00
TVCC - Palestine	\$278.36	12-15-2023	\$278.36	\$0.00
TOTALS	\$14,324.81		\$14,324.81	\$0.00

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		posal =	4		
Ra		IBI'			
Proposal Submitted To:	Heal	Comp	any		
Kevin Fuhr	- 10 See 1	Job Name	Job#		
Address		Job Location 201 We	st CRAWFO	r of	
		Date 18 marc		Plans	
Phone # 903-922 - 2405 Fax	#		Estimator		/
We hereby submit specifications and estimate	s for: Amer	ICAN STAND	DARTO 7		=
Install 5.0 Ton 195				μΩ	
M MAID OPEN Areas	up to 3	including	9 ass unle	on Stre	et sa
. Hir Handler in close	Deside	edistina	110		
· Condenser ON Roof · Spiral Ductwork	of adga	cent Blog	2 3		
Install 3ea 24,000 Condensors on P	btu no	ni splitsin	adjacent	Rooms	
· Condensers on P	2009	0			
· lea 36,000 Mini 5	slet in	largu con	umon are	a for	backy
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Bid Price - \$35,0 + 5,0 \$40,0	200 (70)	to thouson	1 200/100		5
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& Does not include el	ectrical	2 of plumb	ing work	2 174	//
Toes not instact so	Acceptance	of Proposal			
The above prices, specifications after the satisfied of the work as payment will be proceed as outlined above.	sfactory and are specified.	Signature	2.5		1
Date of Acceptance: Misich ow	for	Signature			
Owner	/				=

Ranger Air & Heat Company - 3890 Hwy. 19 S.



Palestine, Texas 75801 TACLB005970C (903) 729-5634





Quality Cool Air, Inc

205 W Crawford St Palestine, TX 75801



ESTIMATE	#200575
ESTIMATE DATE	Mar 14, 2024
SERVICE DATE	Feb 26, 2024
TOTAL	\$41,000.00

CONTACT US

2214 W Reagan St Palestine, TX 75801



ESTIMATE

Services	qty	unit price	amount
commercial installation	1.0	\$25,500.00	\$25,500.00
Fredrich 5T 20 SEER2 R410A Heat Pump system, closet installation kit, con- un-insulated galvanized spiral ductwork w/saddle taps, rolling elbows, barre diffusers, digital WiFi communication thermostat, commercial new construction and labor for a complete installation and put into operation. Warranty: 10 year parts and 2 year labor.	el Tee, commerci	al step down	
Ductless mini split system installation	3.0	\$3,500.00	\$10,500.00
Durastar 24k btu 19 SEER2 R410A 230V Heat Pump system, mini split system kit, commercial new construction installation kit, all materials and labor for a into operation. Warranty:10 year parts and 2 year labor.			
Electrical service and sub panel	1.0	\$5,000.00	\$5,000.00
Run electrical service to all equipment and exterior subpanel			

Services subtotal: \$41,000.00

Subtotal	\$41,000.00
Tax (Texas 8.25%)	\$0.00

Total \$41,000.00



Quality Cool Air, Inc

205 W Crawford St Palestine, TX 75801



ESTIMATE	#200594
ESTIMATE DATE	Mar 18, 2024
TOTAL	\$8,500.00

CONTACT US

2214 W Reagan St Palestine, TX 75801



ESTIMATE

Services	qty	unit price	amount
Commercial installation 3T single zone ductless mini split	1.0	\$8,500.00	\$8,500.00
Durastar 36k btu 26.4 SEER2 R410A Sirius mini split heat pump single zone, installation kit, all materials and labor for a complete installation and put into operation.			

Services subtotal: \$8,500.00

Subtotal	\$8,500.00
Tax (Out of scope 0%)	\$0.00

Total \$8,500.00

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 Kevin Fuhr, sole proprietor, d/b/a The Historic Palestine Event Center ("APPLICANT"), whose current address is 201 W. Crawford 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 (the "City");

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated March 22, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of Forty-Nine Thousand Five Hundred Dollars and No Cents (\$49,500.00) for the purpose of replacement of an HVAC system at the business property of The Historic Palestine Event Center, that being 201 W. Crawford 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 Thirty-Seven Thousand One Hundred Twenty-Five Dollars and No Cents (\$37,125.00) ("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 January 17, 2025.
- 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 201 W. Crawford St, Palestine, Texas 75801, is sold, conveyed, or utilized 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):			
The Historic Palestine Event Center			
By Kevin Fuhr, Owner	_ Date	4/16/24_	
For the PEDC:			
Palestine Economic Development C	orporation		
Ву	Date		
Dan Bochsler Board Vice President			
APPROVED:			
City of Palestine, Texas			
By	Date		
Mitchell Jordan, Mayor			



Agenda Date: April 22, 2024
To: City Council

From: Lisa Bowman, Economic Development Admin

Agenda Item: Downtown Grant Performance Agreement between the PEDC and Palestine

Community Theater, Inc.

Date Submitted: 04/17/2024

SUMMARY:

Consider and take possible action on a Downtown Grant Agreement between the Palestine Economic Development Corporation and Palestine Community Theater, Inc. in an amount not to exceed \$60,000.00.

RECOMMENDED ACTION:

Staff recommends consideration and approval of a Downtown Grant Agreement between the Palestine EDC and Palestine Community Theater, Inc. in an amount not to exceed \$60,000.00.

CITY MANAGER APPROVAL:

Attachments

Downtown Grant Application - Palestine Community Theater, Inc. Downtown Grant Agreement - Palestine Community Theater, Inc.

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM

	And Constitution of the Commission Thanks Inc.
1.	Applicant/Applicants name(s): Palestine Community Theater, Inc.
2.	Type of grant(s) being requested:
	☐ First Time Applicant
	Recurring Applicant
3.	Applicants contact Information.
a.	Phone 713-254-9932
b.	FaxN/A
c.	Email
4.	Physical address of property for which grant is being requested.
	213 W Crawford St., Palestine, Tx 75802
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?
	(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 citvofpalestinetx.com)
8.	Is the property in the National Register's Palestine New Town Commercial Historic District?
	(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?
11.	Is the property a designated Palestine Historical Landmark?
12.	Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
	☐ Yes KO No
13.	Current occupancy type Occupancy type upon project completion
14.	Please provide the total square footage of the property: 9,158 sq ft
15.	Is this a mixed-use (commercial & residential) property?
	☐ Yes 💆 No
If so, plo	ease provide a breakdown of the square footage of the property based on current use:
C	
Comme	rcial:sq ft
Residen	tial:sq ft
16.	No. of Stories: 3
17.	Business name, if applicablePalestine Community Theater, Inc.
18.	Mailing address PO Box 80, Palestine, TX 75802

	19. This business is a
	☐ Sole proprietorship
	□ Partnership
	□ Corporation
	Other Non-profit corporation
	Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter,
	etc
	20. Please provide a brief description of business activity.
	The historic Texas Theater, home of Palestine Community Theater, Inc.
	produces four or more live musicals or plays each year using local and
	and area talent. The organization is supported through ticket sales,
and donations from businesses and individuals in and around Palestine	
	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: phoneemail
	 22. Date business established in Palestine, TX, if applicable Incorporates as PCT, in 1983 23. Number of employees, if applicable Number of new employees, if applicable 24. Please provide a description of the proposed project:
	Replacement of the existing 50-ton HVAC unit.

25. Proposed scope of work (Check all that apply):

Façade/Exter	ior Walls:
□ T(OTAL/MAJOR RESTORATION or D 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 Build	ling Components:
x □ RI	EPLACEMENT OR MAJOR REPAIR OF MINOR REPAIR OR MAINTENANCE
Including:	☐ Foundation ☐ Exterior Wall System ☐ Roof
	☐ Plumbing ☐ Gas System ☐ Electrical ☐ Air Conditioning/Heat
	□ Other
Other Buildir	ng Components:
□ NI	EW 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/Proj	perty Signage:
□ NI	EW SIGN/SIGNAGE PACKAGE or □ RESTORATION OF A HISTORIC SIGN
Texas Access	ibility Standards (TAS) Upgrades:
☐ Remov	val of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or
modificati	ion to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.
☐ Provisi	on of Communication and Signage that conveys information or instructions that is accessible and usable by
people wi	th 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.
□ Renova	ation 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,
kitchenett	es, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining
surfaces,	work surfaces, storage, etc.
☐ Techno	ology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the
use of ele	ctronic devices or systems to access information or services. Examples of technology and digital accessibility
include fir	re alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines,
two-way	communication systems, etc.
□ Other I	Modifications to the design, installation, and operation of elements and features to be accessible and usable by
people wi	th disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground
space, rea	ch ranges, operable parts, seats, etc.

- 26. Amount of grant funds requested \$75,000 \$0,000 (Total possible funding per grant application is \$75,000 maximum)
- 27. Total projected cost of project to be determined 30, 000
- 28. Estimated start date of project to be determined
- 29. Estimated completion date of project ______to be determined_
- 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 120th 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 4th day of Applicant Jens Theater

Based o	n the project information provided with this application and th	e research documented above, at a minimum the	
	will require the following from Development Services;		
1000000	No further municipal approvals		
NIA	Pre-Development Meeting - Recommended	Date Scheduled N/A	
NA	Certificate of Appropriateness from HLC	Date Received	
NA	Historic Landmark Commission (HLC) Hearing	Date Scheduled	
	Sign Permit Application		
	Main Street Advisory Board Review	Date Scheduled	
N/A	Specific Use Permit Application		
N/A	Zoning Change Application		
N/A	Planning & Zoning Commission Hearing	Date Scheduled	
N/A	City Council Meeting to Approve Specific Use Permit	Date Scheduled	
AIM	Procedure for Commercial New Construction and Additions	with Building Permit	
	(Refer to checklist from Development Services for complete	ist of documents required)	
AK			
	(Refer to checklist from Development Services for complete list of documents required)		
X	Multi-Trade Subcontractor Permit Application (electrical, plumbing, mechanical) mechanical		
N/A	Water and Sewer Tap Application		
N/A	Health Department Plan Review and Inspection		
	Fire Inspection		
	Public Works & Utilities Inspection		
X	Building Inspection Mechanical		
MA	Clean and Show Application		
NA	Certificate of Occupancy Application		
Approval of HPQ or Interim Director of Development Services: Date: 3 3 2024			
Approv	al of Mainstreet District Coordinator: Date		

ĮTO BE COMPLETED BY DEVELOPMENT SERVICESJ

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!

Proj	posal			
Ranger				
Alr & Heat	Compa	nny		
Proposal Submitted To: Halfestine Community Treater	Job Name		Job #	
Addressy Lenda McDonald	Job Location	r		
	14 m 2 29	/	Date of Plans	
Phone # 7/3 - 254-9932 Fax #		Estimator		
We hereby submit specifications and estimates for:				
Replacement Cost of A/C:HEAT FOR TEXAS THEATER				
Existing unit is hennox 50 tow 2300 3ph - W/g as hert 5N-3607F00004 MN 59460052B514- Installed 6/22/07				
No Replacement available				
Recommend 2 ea 25 TON- 580,000				
MN-DGF3003DH000015 X2				
NOTE: NEGO Some Leeway on Mounting: Ouct Modification				
Thak fact.				
Westwork Acceptance of Proposal				
The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature			
Date of Acceptance:	Signature	188 (86°	//	

Ranger Air & Heat Company - 3890 Hwy. 19 S.



Palestine, Texas 75801 TACLB005970C (903) 729-5634



Paul Martine Palestine Air & Heat

1919 W. Oak St. Palestine, TX 75801 (903) 729-3513

April 3, 2024

Preliminary Bid for Palestine Community Theater

To change out package unit at the Texas Theater with a new 50 ton unit, new curb, the cost would be \$139,123.95. This includes crane, plumbing, electrical and equipment, labor and taxes.

All Bids are good for 30 days

Please feel free to call me with any questions you may have.

Sincerely, and many thanks,

Paul Martine

TACLB28234E-Regulated by Texas Dept. of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599.

THE STATE OF TEXAS, I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ANDERSON. I

RELEASE

In consideration of the payment in full according to the tenor thereof of one certain Real Estate Lien Note in the original principal sum of \$5,000.00 described in an Assumption Deed dated March 3, 1983, of record in Volume 983, at Page 423 of the Deed Records of Anderson County, Texas, and additionally secured by Deed of Trust dated June 17. 1983, of record in Volume 246, at Page 147 of the Deed of Trust Records of Anderson County, Texas, which said note was signed by the Texas Theatre Trust Joint Venture I as Maker and payable to the order of Naomi Poerner, against the following described property:

All that certain tract or parcel of land, being a portion of Block 104 of the Original Addition to the City of Palestine, Texas, and being that certain property heretofore occupied by what is known as The Texas theater operated by Rowley United Theaters, Inc., and fronting 60 feet on the North edge of West Crawford Street, and described by metes and bounds as follows:

BEGINNING at the Southwest corner of the lot on which stands the Texas Theater building, also known as the Storck lot in said block at a point in the North edge of West Crawford Street;

VOL 1309 MGE 441

THENCE North with the West Boundary Line of the Storck lot an estimated 169.5 feet to the Northwest corner of the Storck lot at a point in the South line of an alley;

THENCE East with the South line of said alley about 60 feet to the Northwest corner of a tract heretofore sold to J. F. Jones;

THENCE South with the division line between the Storck Estate property and that heretofore sold to J. F. Jones about 183.4 feet to a point in the North edge of West Crawford Street, and being the Southeast corner of the Storck lot and the Southwest corner of the J. F. Jones lot;

THENCE West with the North edge of West Crawford Street 60 feet to the Place of Beginning.

The undersigned, for and in consideration of the full and final payment of the indebtedness secured by the above referenced instruments, does hereby release the Vendor's Lien, Deed of Trust Lien, and all Liens held by said undersigned existing on said property to secure the above described note.

IN WITNESS WHEREOF, the undersigned has executed this

// day of /// canba, A. D. 1991.

Naomi Poerner

L'house Presser

vot 1309mct 442

THE STATE OF TEXAS. I COUNTY OF ANDERSON. I

MARCY S. LOPEZ

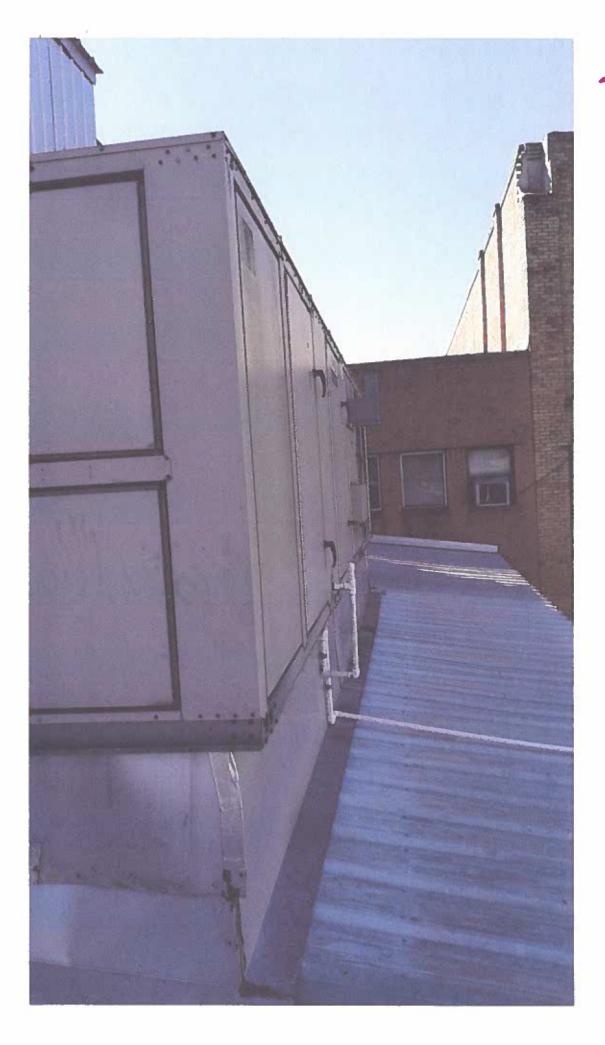
STATE OF TEXAS T. Esp. AUG 22, 1920

Notary Public, State of Texas.

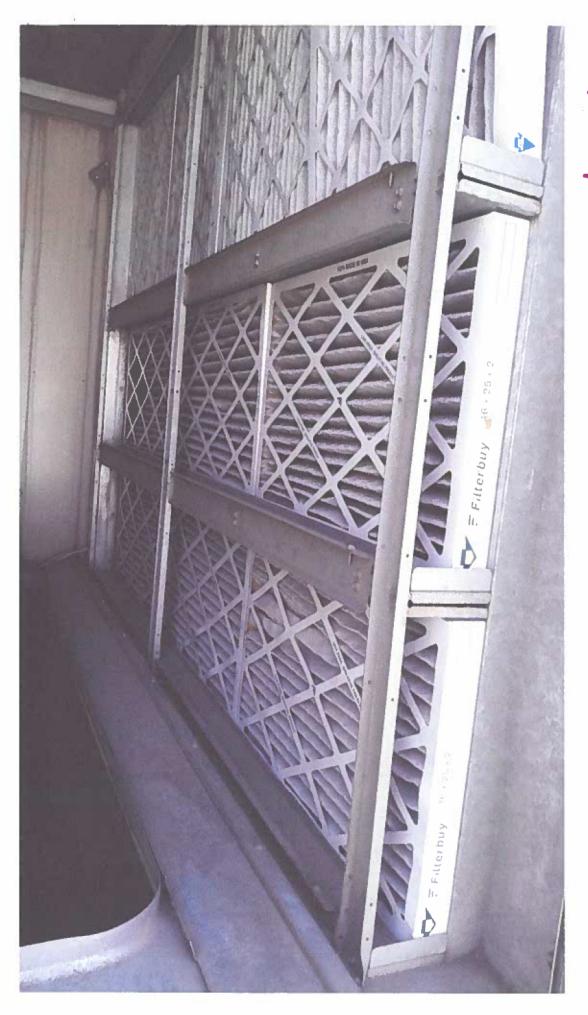


Before Feb.z4

Takenby Palestine fir paul



Before Feb '24



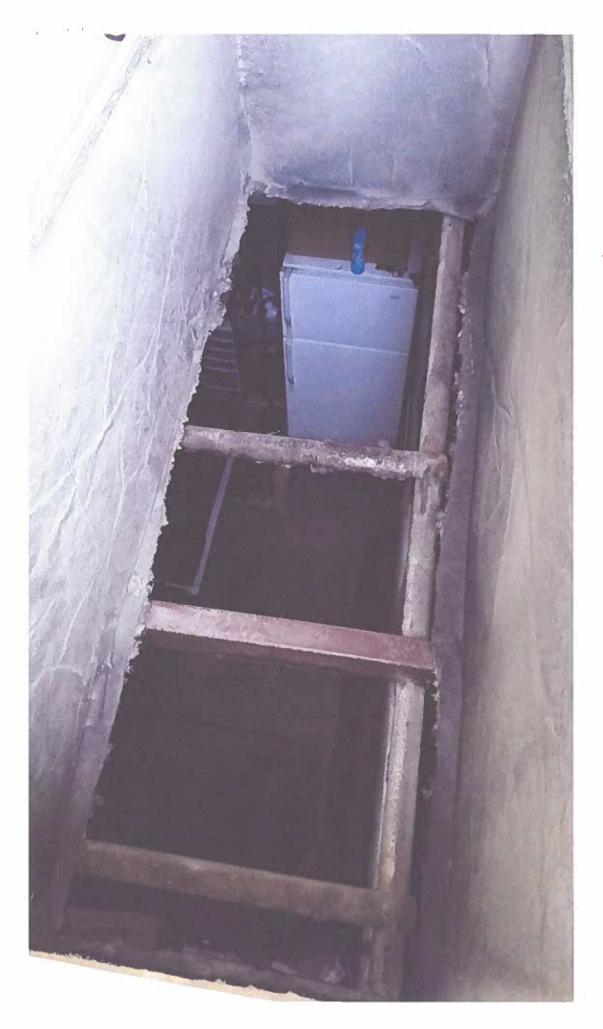
Before Feb'24



Before Feb zyt



Before feb '24



Before Feb'24



Before Feb'24 Bristed States Department of the Interior National Park Service / National Register of Historic Places Recis Historic 4 creat NPS Form 10 900 OMIL No. 1024 0018 Building Description

Palestine New Town Commercial Historic District, Palestine, Anderson County, Texas

tb	No.	Street	Style/Type	Date	So. Elevation (Primary)	No. Elevation (Rear)	C/NC
47	213	W.	Spanish Colonial Revival-	€.192	213 W	Paritally abuts parking lot	C
		Crawford	Plateresque/Two-Part	7	Crawford	on N. Magnolia that is part	
	-	Philipson have	Commercial Theater		1	of 512 N. John	

Between 1891 and 1905, wood dwellings were located on this block. By 1919, this parcel contained a two-story brick building described as "Moving Pictures." The huilding included an interior gallery (balcony) at the front and a rear scenery from. City directories list it as a Best Theater. The current theater was designed in 1927 by Dallas architect W. Scott Dunne in a modest Spanish Colonial Revival Plateresque style. A c.1930 photograph shows a free-standing ticket booth set in the large open entry, which included Art Deco-type glass cases displaying movie posters and other film-related advertising upcoming movies and stage productions (Odom 2010:112). The current enclosed entry area is sheltered by a large, wall-mounted canopy with a wide marquee land. A modest Plateresque style façade rises above it—the slender, engaged columns were added at a later, unknown date.

Palestine New Town Commercial Historic District, Palestine, Anderson County, Texas

5. Classification

Ownership of Property: Private; Public-local

Category of Property: District

Number of Resources within Property

CONTRIBUTING	NON-CONTRIBUTING	
34	15	BUILDINGS
0	0	SITES
0	0	STRUCTURES
1	0	OBJECTS
35	15	TOTAL

Number of contributing resources previously listed in the National Register: 7 (not counted in the table above):
Dilley Building; Sacred Heart Church; Redlands Hotel; Robinson Bank; Denby Building; Carnegie Library;
Federal Building and Post Office.

6. Function or Use

Historic Functions:

COMMERCE/TRADE: Business, professional, financial institution, specialty & dept. store

GOVERNMENT: Post Office, City Hall, City Water Department

EDUCATION: Library RELIGION: Church, Rectory RECREATION: Theater

HEALTH CARE: Pharmacy, Doctor's Office, Dentist's Office

Current Functions:

COMMERCE/TRADE: Business, professional, financial institution, specialty store

EDUCATION: Library RELIGION: Church, Rectory RECREATION: Theater

7. Description

Architectural Classification

LATE VICTORIAN: Gothic, Italianate, Romanesque, Renaissance LATE 19TH/EARLY 20TH CENTURY REVIVALS: Colonial, Classical, Spanish Revivals LATE 19TH AND EARLY 20TH CENTURY AMERICAN MOVEMENTS: Prairie, Commercial MODERN MOVEMENT; Art Deco; Miesian, New Formalism

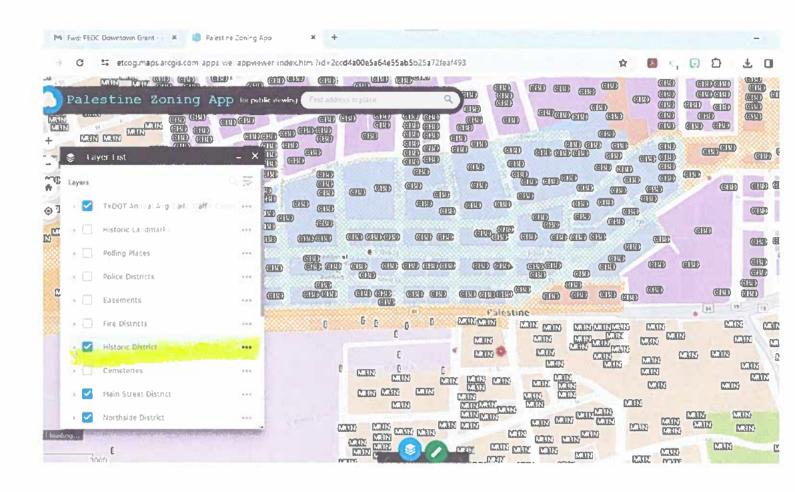
Principal Exterior Materials: Brick, Stucco, Ceramic Tile, Glass Tile, Stone, Concrete

Narrative Description (see continuation sheets 8 through 46)

Source: Google Earth, Accessed March 1, 2021



Section 10 - Page 85



mal Revenue Service

Deta: OCT 1 8 1985

The Dogwood Players, Inc Route 4, Box 655 Palestine, TX 75801

Department of the Treasury

Employer Identification Number:

Accounting Period Ending:
June 30
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Ends:
June 30,1986
Person to Contact:
E O Technical Assistor
Contact Telephone Number:
(214)767-3526

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(2)

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of Sections 507(d) and 4940.

Crantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to roly on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a Jection 509(a)(1) organization is published in the Internal Revenue Bullstin, granters and denors may not rely on this determination after the date of such publication. Also, a granter or denor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(2) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

(aver)

1100 Commerce St., Dallas, Texas 75242

Letter 1045(DO) (Rev. 10-83)

supt status and foundation status. Also, you should inform us of all changes in name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance attributions Act (social security taxes) on remuneration of \$100 or more you pay each of your employees during a calendar year. You are not liable for the tax posed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise was under Chapter 42 of the Code. However, you are not automatically exempt from ter Federal excise taxes. If you have any questions about excise, employment, or ner Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. quests, legacies, devises, transfers, or gifts to you or for your use are justible for Federal estate and gift tax purposes if they meet the applicable prisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Raturn of Organization Exempt from Income x, only if your gross receipts each year are normally more than \$25,000. If a turn is required, it must be filed by the 15th day of the fifth month after the d of your annual accounting period. The law imposes a penalty of \$10 a day, up to maximum of \$5,000, when a raturn is filed late, unless there is reasonable cause r the delay.

You are not required to file Federal income tax returns unless you are subject the tax on unreleted business income under section 511 of the Code. If you are bject to this tax, you must file an income tax return on Form 990-T. Exempt ganization Business Income Tax Return. In this letter, we are not determining other any of your present or proposed activities are unrelated trade or business defined in section 513 of the Code.

You need an amployer identification number even if you have no employees. If employer identification number was not entered on your application, a number ll be assigned to you and you will be advised of it. Please use that number on returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status } foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone hoer are shown in the heading of this letter.

Sincerely yours,

Glenn Caglé District Director

Letter 1045(00) (Rev. 10-83)

Department of the Treasury Internal Revenue Service

Date of This Notice

-1-9042836

11-05-65

If you inquire about your account, please refer to this number or attach a copy of this nation.

Employer Identification Number 75-2060941

DOGWOOD PLAYERS INC RT 4 BOX 655 PALESTINE

TX 75801

NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

Thank you for your Form SS-4, Application for Employer Identification Number. The number assigned to you is shown above. This number will be used to identify your business account and related tax returns and documents, even if you do not have employees.

Please keep a copy of this number in your permanent records. Use this number and your name, exactly as shown above, on all Federal tax forms that require this information, and refer to the number on all tax payments and tax-related correspondence or documents.

If your business is a partnership which must obtain prior approval for its tax year, the tax year you entered in Block 3 of your Form SS-4 does not establish a tax year. For guidance in determining if you must request prior approval and the method of doing so, see IRS Publication 538, Accounting Periods and Methods, available at most IRS offices.

Please note that the assignment of this number does not grant tax-exempt status to nonprofit organizations. For details on how to apply for this exemption, see IRS Publication 557, Tax-Exempt Status for Your Organization, available at most IRS offices.

For Exempt Organizations, please see the message on the reverse side.

Thank you for your cooperation. 575 0

Point \$372 (Rev. 1-65)

Department of the Treasury Internal Revenue Service

AUSTIN, TX 73301

In reply refer to: 18160514 DEC. 23, 1988 LTR 2082C 75-2060941 0000 00 000 06001

PALESTINE COMMUNITY THEATRE INC PO BOX 80 PALESTINE TX 75801

Employer Identification Kumber: 75-2060941-

Dear Sirs:

This is in reply to your correspondence of Nov. 14, 1988.

We have changed your name as you requested. The number shown above is valid for you to use on all tax documents.

If our nailing labels have already been printed, the label you received on your tax package may still reflect your former name. if this happens, please correct your name on the label when you file your return.

If you have any questions, you may write us at the address on this letter. If you write, please return this letter with your reply; the copy is for your records. When you reply, please send us your telephone number and the most convenient time for us to call so we may contact you if we need more information.

Thank you for your cooperation.

Sincerely yours,

Gary Robinson

Chief, Processing Division

The make some

Colosure:

NPS Form 10-900 OMB No. 1024-0018

United States Department of the Interior

National Park Service

National Register of Historic Places Registration Form

1. Name of Property	
Historic Name: Palestine New Town Commercial Historic District Other name/site number: NA Related multiple property form: <i>Historic and Architectural Resources of Palestine</i>	alestine, Anderson County, Texas
2. Location	
Street & number: Roughly bounded by N. Queen Street, Crawford Street, City or town: Palestine State: Texas County: Ander Not for publication: Vicinity:	
3. State/Federal Agency Certification	
As the designated authority under the National Historic Preservation Act, as amended, I he in nomination in request for determination of eligibility meets the documentation standard Register of Historic Places and meets the procedural and professional requirements set for property in meets in does not meet the National Register criteria.	ds for registering properties in the National
I recommend that this property be considered significant at the following tevels of significant	ence:
Applicable National Register Criteria: ☑ A □ B ☑ C □ D	
State Historical Commission State or Federal agency / bureau or Tribal Government	8 25 21 Date
In my opinion, the property 🗆 meets 🗆 does not meet the National Register criteria	
Signature of commenting or other official	Date
State or Federal agency / bureau or Tribal Government	
4. National Park Service Certification	
I hereby certify that the property is: entered in the National Register determined eligible for the National Register determined not eligible for the National Register removed from the National Register other, explain:	
Signature of the Keeper	Date of Action

Palestine New Town Commercial Historic District, Palestine, Anderson County, Texas

5. Classification

Ownership of Property: Private; Public-local

Category of Property: District

Number of Resources within Property

CONTRIBUTING	NON-CONTRIBUTING	
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1	0	OBJECTS
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Federal Building and Post Office.

6. Function or Use

Historic Functions:

COMMERCE/TRADE: Business, professional, financial institution, specialty & dept. store

GOVERNMENT: Post Office, City Hall, City Water Department

EDUCATION: Library RELIGION: Church, Rectory RECREATION: Theater

HEALTH CARE: Pharmacy, Doctor's Office, Dentist's Office

Current Functions:

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Principal Exterior Materials: Brick, Stucco, Ceramic Tile, Glass Tile, Stone, Concrete

Narrative Description (see continuation sheets 8 through 46)

Palestine New Town Commercial Historic District, Palestine, Anderson County, Texas

8. Statement of Significance

Applicable National Register Criteria: A, C

Criteria Considerations: NA

Areas of Significance: Community Planning and Development; Commerce; Architecture

Period of Significance: 1872-1971

Significant Dates: 1872, 1873, 1960

Significant Person: NA

Cultural Affiliation: NA

Architect/Builder: Nicholas J. Clayton; C. C. McKim; James Knox Taylor; James F. Brook;

Henry T. Phelps; Theodore, S. Maffitt, Sr.; Robert E. Alexander; Fehr & Granger;

W. S. Dunne; J. B. Rountree; Earl Krause; Loggins Const. Co.

Narrative Statement of Significance (see continuation sheets 47-76)

9. Major Bibliographic References

Bibliography (see continuation sheets 77-83)

Previous documentation on file (NPS):

- _ preliminary determination of individual listing (36 CFR 67) has been requested.
- _ previously listed in the National Register
- _ previously determined eligible by the National Register
- _ designated a National Historic Landmark
- _ recorded by Historic American Buildings Survey #
- _ recorded by Historic American Engineering Record #

Primary location of additional data:

- x State historic preservation office (Texas Historical Commission, Austin)
- _ Other state agency
- _ Federal agency
- _ Local government
- University
- ▼ Other -- Specify Repository: Anderson County Historical Commission Archives, Palestine, Texas

Historic Resources Survey Number (if assigned): NA



213 W. Crawford Street



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 Palestine Community Theater, Inc.("APPLICANT"), whose current address is 213 W. Crawford 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 April 4, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of Eighty Thousand Dollars and No Cents (\$80,000.00) for the purpose of replacement of an HVAC system at the business property of The Historic Texas Theater, that being 213 W. Crawford 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 Sixty Thousand Dollars and No Cents (\$60,000.00) ("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 January 17, 2025.
- 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 "<u>Public Information Act</u>"). 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 213 W. Crawford St. Palestine, Texas 75801, is sold, conveyed, or utilized 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):		
Palestine Community The	eater, Inc.	
By	Date	
Linda McDonald, Bo	ard Member	
For the PEDC:		
	1	
Palestine Economic Deve	Iopment Corporation	
By	Date	
Dan Bochsler, Board Vi	ce President	
A DDD OLUED		
APPROVED:		
City of Palestine, Texas		
Ву	Date	
Mitchell Jordan, Mayor		