

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
May 13, 2024
Work Session at 4:30 p.m.
Regular Meeting at 5:30 p.m.
City Council Chambers
504 N. Queen Street
Palestine, Texas**

Zoom Link:

<https://us02web.zoom.us/j/86526208183?pwd=MWRxd0VSbkRySzF5ZUpzYWdpOXVoQT09>

Meeting ID: 865 2620 8183
Passcode: 638451

One tap mobile
+13462487799,,86526208183#,,, *638451# US

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

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

WORK SESSION

1. Discuss city parades. Christopher Gibbs, Council Member
2. Discuss the creation of a music and arts festival. Mitchell Jordan, Mayor
3. Discuss high water drainage issues on Larry Street and Victory Street. James Smith, Council Member

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. Public recognition of the Cinco de Mayo Festival. Mitchell Jordan, Mayor
2. Mental Health Month Proclamation. Mitchell Jordan, Mayor
3. Kids to Parks Day Proclamation. Patsy Smith, Parks and Recreation Director

E. **CONFLICT OF INTEREST DISCLOSURES**

F. **CONSIDER ADOPTING A RESOLUTION CANVASSING RETURNS OF A GENERAL ELECTION HELD ON MAY 4, 2024; DECLARING THE RESULTS OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. APRIL JACKSON, CITY SECRETARY**

G. **OATH OF OFFICE FOR NEWLY ELECTED OFFICIAL**

H. **ELECTION OF MAYOR PRO TEM**

I. **CITY MANAGER'S REPORT**

1. March 2024 Financial Statement
2. April 2024 Development Services Monthly Report
3. April 2024 Fire Monthly Report
4. April 2024 Library Monthly Report
5. April 2024 Parks and Recreation Department/Facility Maintenance Monthly Report
6. April 2024 Public Works Monthly Report
7. April 2024 Utility Billing Monthly Report

J. **BOARD APPOINTMENTS**

1. Consider the appointment of Firouz Haghighi to Place 3, replacing Suzanne Eiben, with a term to expire on December 31, 2025, and Veer Patel to vacant Place 5, with a term to expire on December 31, 2024, to the Economic Development Corporation. Mitchell Jordan, Mayor
2. Consider the reappointment of Dan Bochsler to Place 1 and Kim Willmott to Place 2 with a term to expire on December 31, 2025, to the Economic Development Corporation. Mitchell Jordan, Mayor
3. Consider the reappointment of Jon Gardner to Place 3 and the appointment of Rhonda Herrington to Place 5, replacing Julie Abston with a term to expire on September 30, 2025, to the Historic Landmarks Commission. Mitchell Jordan, Mayor
4. Consider the reappointment of Jacob Wheeler to Place 3 with a term to expire on September 30, 2025, to the Parks Advisory Board. Mitchell Jordan, Mayor
5. Consider the reappointment of Daniel Hennessee to Place 1, Michael Nichols to Place 2, and the appointment of Cristy Buckner to Place 3, replacing Susan Rand with a term to expire on September 30, 2025, to the Tourism Advisory Board. Mitchell Jordan, Mayor

K. **CONSENT AGENDA**

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

1. Consider approval of an ordinance amending the Fiscal Year 2023-2024 Budget by appropriating and setting aside the necessary funds for additional expenditures for wayfinding signage in the amount of \$496,152.56. Cassie Ham, Tourism Marketing Manager

2. Consider approval of a purchase order for airport consulting services at the Palestine Municipal Airport to Jeffcoat Consulting in an amount not to exceed \$60,000.00. Teresa Herrera, City Manager
3. Consider approval of the sale of a 2016 Ford Interceptor SUV to Oakwood Independent School District. Mark Harcrow, Police Chief
4. Consider approval of expenditures over \$25,000.00. Andrew Sibai, Finance Director
5. Consider awarding bid RFP 2024-007- Bank Depository Services to Prosperity Bank for a three-year term. Andrew Sibai, Finance Director
6. Consider approval of surplus items and equipment to be auctioned. Andrew Sibai, Finance Director
7. Consider amending the City's Certification Pay List to add On-site Sewage System (OSSF)/Designated Representative License (DR). Teresa Herrera, City Manager
8. Consider authorizing the City Manager to seek sealed bids for sewer line replacement from E. Crawford Street to Kroger parking lot. Kevin Olson, PW Director
9. Consider authorizing the City Manager to accept the purchase of 1 Yaskawa Model Z1B1361PMBRTL 300 HP, 480V, 361A from Trane Technologies for the Raw Water Pump Station in the amount of \$49,240.00. Kevin Olson, PW Director
10. Consider authorizing the City Manager to accept a quote through buy board for a new 300 HP Motor for Raw Water/Vertical Turbine and installation for Motor #3 at the Water Treatment Plant from Smith Pump Company, Inc. in the amount of \$31,479.00. Kevin Olson, PW Director

L. REGULAR AGENDA

1. Discussion and possible action regarding the final plat for the Overlook Apartments Addition for approval of a 60-foot right-of-way dedication of Overlook Way and Road Dedication Deed Without Warranty. Susan Davis, Planning Tech.
2. Discussion and possible action regarding a proclamation proclaiming June as Fair Housing Month in the City of Palestine, Texas. Teresa Herrera, City Manager
3. Discussion and possible action regarding a resolution authorizing the appointment of a City representative to the Anderson County Central Appraisal District Board of Directors to fill the 2024-2025 unexpired term. Teresa Herrera, City Manager
4. Discussion and possible action regarding high water drainage issues on Larry Street and Victory Street. James Smith, Council Member

M. MAYOR'S REPORT

N. ITEMS FROM COUNCIL

O. CLOSED SESSION

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

1. Section 551.071 consultation with attorney: legal advice contract negotiations for trash services.

P. RECONVENE IN REGULAR SESSION

1. Take any action necessary regarding consultation with an attorney: legal advice contract negotiations for trash services.

Q. 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, May 10, 2024, at 4:30 p.m.**



April Jackson, City Secretary

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



Agenda Date: May 13, 2024

To: City Council

From: April Jackson, City Secretary

Agenda Item: Consider approval of a resolution canvassing the returns for the General Election held on May 4, 2024.

Date Submitted: 05/04/2024

SUMMARY:

On January 8, 2024, City Council ordered the General Election to be held on May 4, 2024, to elect one Council Member from District 1, one Council Member from District 3, and one Council Member from District 5.

Per Ordinance No. O-07-24, unopposed candidate Sean Conner was declared elected to Council Member District 1 for a two-year term, and unopposed candidate James Smith was declared elected to Council Member District 3 for a two-year term.

Early Voting by Personal Appearance was held at City Hall, 504 N. Queen Street, Palestine, Texas, from April 22, 2024, through April 30, 2024. Election Day Voting was conducted at the Palestine I.S.D. Administrative Offices, 1007 E. Park Avenue, Palestine, Texas, on May 4, 2024. Only qualified voters of District 5 of the City of Palestine voted in the General Election.

The following are the results of the election:

Member of City Council District 5	Early Voting and Mail-In	Election Day	Totals	Provisional	Percentage
Krissy Clark	59	26	85	0	45.455%
Angela Woodard	83	19	102	0	54.545%
Totals	142	45	187	0	100.0%

Angela Woodard was elected to Council Member District 5 by a majority vote of the voters for a two-year term of office.

RECOMMENDED ACTION:

Staff recommends approval of a resolution canvassing returns of the General Election held on May 4, 2024, and declaring the results of the election.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. R--24

A RESOLUTION CANVASSING RETURNS OF A GENERAL ELECTION HELD ON MAY 4, 2024; DECLARING RESULTS OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. O-01-24 of the City of Palestine, Texas, adopted on the 8th of January 2024, an election was held on the 4th day of May 2024 for the purpose of electing one Council Member from District 1, one Council Member from District 3, and one Council Member from District 5; and

WHEREAS, said election was held with the solemnities and formalities necessary to make it a valid election with all notices having been posted in the manner and for the length of time required by law; and

WHEREAS, only duly qualified resident voters of the City of Palestine voted at the General Election held on the 4th day of May 2024; and

WHEREAS, section 67.003(b) of the Texas Election Code, as amended, generally provides that each local canvassing authority shall not convene earlier than the third day after election day or not later than the 11th day after the election date for the purpose of canvassing the election results; and

WHEREAS, section 67.004(a) of the Texas Election Code, as amended, establishes the quorum level required to canvass election results; and

WHEREAS, a quorum of the City Council met on Monday, May 13, 2024, and duly canvassed the election returns of the General Election.

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

That the Registered Voters of Palestine, Texas, are hereby notified:

SECTION 1 The findings set forth above are incorporated into the body of this Resolution as if fully set forth.

SECTION 2 That the City Council officially finds and determines a general election was duly ordered to be held in the City of Palestine, Texas, on the 4th day of May 2024, for the purpose of electing one Council Member from District 1, one Council Member from District 3, and one Council Member from District 5 to two-year terms of office; that proper notice of said election was duly given; that proper election officers were duly appointed prior to said election; that said election returns have been made and delivered; and that the City Council has duly canvassed and accepts said returns all in accordance with the law.

SECTION 3 The City Council officially finds and determines that only qualified residents of the City were allowed to vote at said election. The following

votes were cast in said election and the returns were made in accordance with the law:

MEMBER OF CITY COUNCIL

District 5	Early Voting and Mail-In	Election Day	Totals	Provisional	Percentage
Krissy Clark	59	26	85	0	45.455%
Angela Woodard	83	19	102	0	54.545%
Totals	142	45	187	0	100%

SECTION 4

The Council finds that the results of the General Election as tabulated and canvassed reflect the votes cast at those elections. Pursuant to the applicable provisions of the Texas Local Government Code, Texas Election Code, and the City of Palestine, Texas Charter, the City Council officially finds and determines and declares the results of said election to be that:

- (1) Council Member District 1: Sean Conner was the unopposed candidate; therefore, declared elected to Council Member District 1 to a two-year term of office per Ordinance No. O-07-24; and
- (2) Council Member District 3: James Smith was the unopposed candidate; therefore, declared elected to Council Member District 3 to a two-year term of office per Ordinance No. O-07-24; and
- (3) Council Member District 5: Angela Woodard is elected to Council Member District 5 for a two-year term of office by a majority vote of the voters.

SECTION 5

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this resolution, since the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6

This Resolution shall take effect and be in full force immediately upon passage.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, on the 13th day of May, 2024.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY

DRAFT



Agenda Date: May 13, 2024
To: City Council
From: Andrew Sibai, Finance Director
Agenda Item: March 2024 Financial Report
Date Submitted: 05/08/2024

SUMMARY:

Please find attached the City of Palestine Financial Report for March 2024.

RECOMMENDED ACTION:

No action needed

CITY MANAGER APPROVAL:

Attachments

March 2024 Financial Report



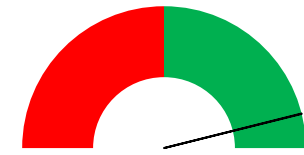
City of Palestine, Texas
Financial Statement
As of March 31, 2024

OVERVIEW

March 31, 2024 marks the end of the sixth period of the FY 2024 budget year.
Therefore, the year-to-date budget percentage for budgetary comparison is 50%.

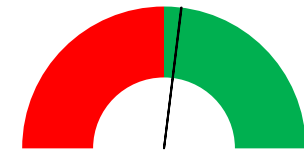
As of March 31st, 2024, General & Utility Fund combined
revenues are \$18,624,090.
This is higher than budgeted expectations at 59% of the annual budgeted amount.
FY 2024 revenues are increased \$1.7 million or 10% more than FY 2023.
This is due to different timing of property tax deposits between FY 2023 and FY 2024.

92.2% of Annual Projection



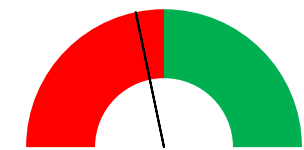
Property Taxes

53.9% of Annual Projection



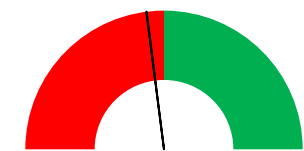
Sales Taxes

43.4% of Annual Projection



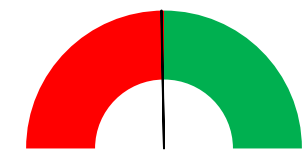
Water Sales

45.9% of Annual Projection



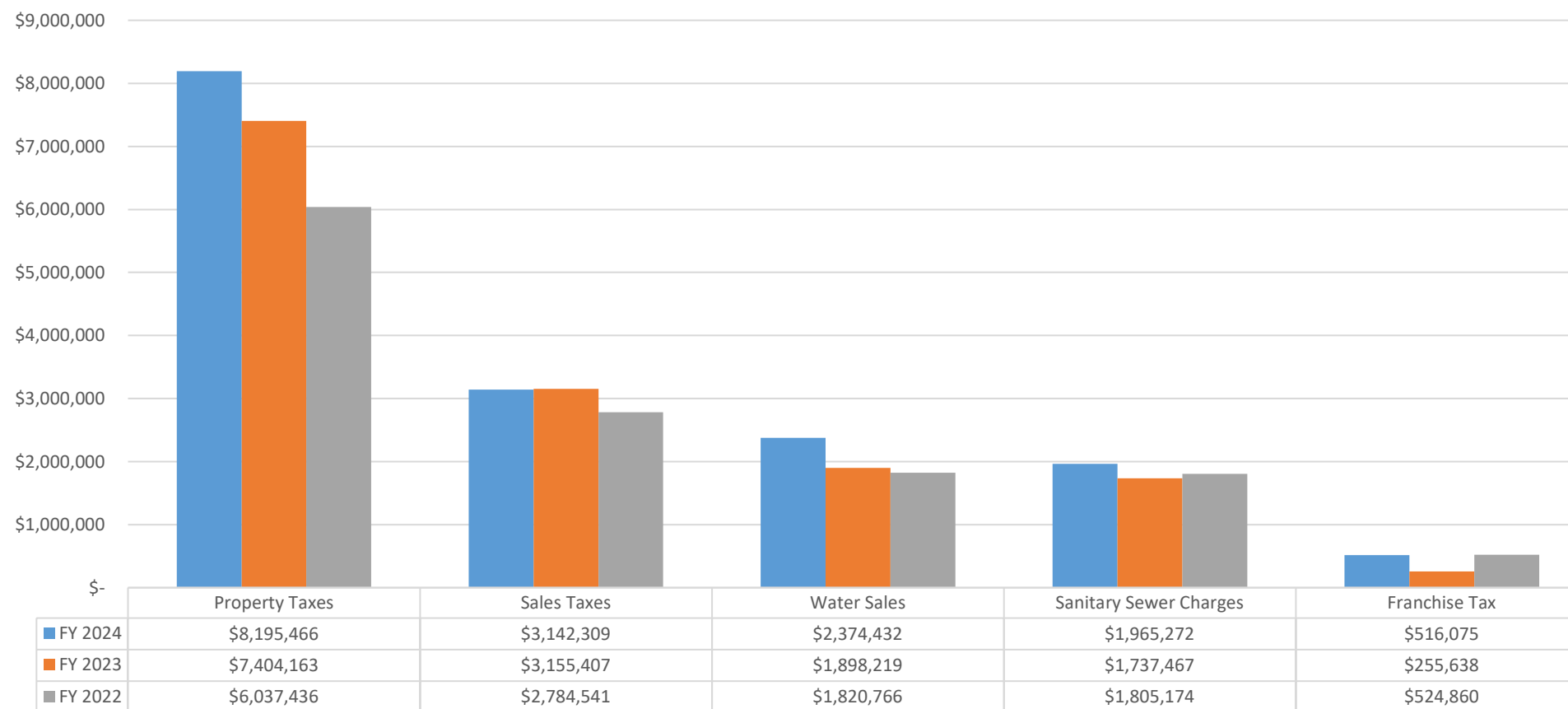
Sanitary Sewer Charges

49.4% of Annual Projection



Franchise Taxes

Top 5 Revenue Sources- Comparison to Prior Fiscal Years





City of Palestine
Financial Statement
As of March 31, 2024

Sales Tax FY 2024 - Jan - Period 4



	Palestine	Athens	Jacksonville	Kilgore	Mount Pleasant	Sulphur Springs
— \$ Sales Tax Received March 2024	587,662.72	0.00	372,923.28	704,427.88	617,183.90	652,058.77
— % Inc(+) Dec(-) from prior year	0.43%	-100.00%	0.60%	-10.09%	-3.43%	-0.24%

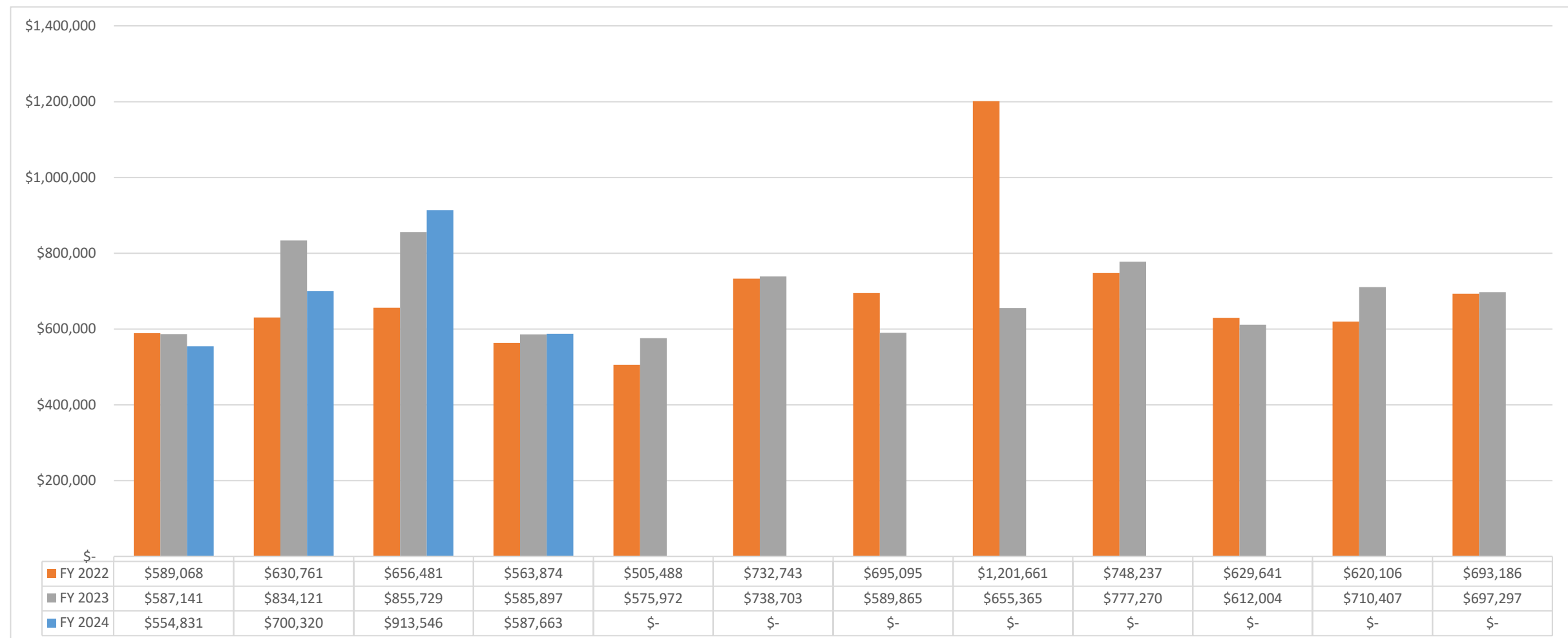


Sales Tax History: Fiscal Years 2022 - 2024

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

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

FY 2024				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 462,340	\$ 92,490	\$ 554,831	\$ 554,831
November	583,576	116,743	\$ 700,320	1,255,151
December	761,258	152,288	\$ 913,546	2,168,697
January	489,699	97,963	\$ 587,663	2,756,359
February	-	-	\$ -	2,756,359
March	-	-	\$ -	2,756,359
April	-	-	\$ -	2,756,359
May	-	-	\$ -	2,756,359
June	-	-	\$ -	2,756,359
July	-	-	\$ -	2,756,359
August	-	-	\$ -	2,756,359
September	-	-	\$ -	2,756,359
	\$ 2,296,874	\$ 459,485	\$ 2,756,359	





GENERAL FUND REVENUES

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

	March 2024					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Property Taxes		\$ 202,208	\$ 741,071	27.3%			\$ 8,195,466	\$ 4,446,424	184.3%		\$ 8,195,466	\$ 8,892,848	92.2%		\$ 7,404,163	\$ 7,969,028	92.9%
Sales Tax		444,075	486,188	91.3%			3,142,309	\$ 2,917,131	107.7%		3,142,309	5,834,261	53.9%		3,155,407	5,455,077	57.8%
Franchise Tax		-	87,121	0.0%			516,075	\$ 522,725	98.7%		516,075	1,045,450	49.4%		255,638	1,055,713	24.2%
Permits Licenses & Fees		19,773	9,959	198.5%			199,370	\$ 59,753	333.7%		199,370	119,505	166.8%		95,956	104,534	91.8%
Fines & Warrants		33,034	32,274	102.4%			171,816	\$ 193,644	88.7%		171,816	387,288	44.4%		179,937	355,460	50.6%
Lease / Rental Revenue		2,024	2,288	88.5%			15,537	\$ 13,730	113.2%		15,537	27,460	56.6%		13,180	27,460	48.0%
Charges for Services		3,170	3,367	94.2%			27,964	\$ 20,200	138.4%		27,964	40,400	69.2%		35,761	40,400	88.5%
Intergovernmental Revenue		-	189,302	0.0%			77,431	\$ 1,135,811	6.8%		77,431	2,271,622	3.4%		147,927	2,271,622	6.5%
Other Income		55,244	35,925	153.8%			352,899	\$ 215,550	163.7%		352,899	431,100	81.9%		230,408	148,152	155.5%
Interfund Activity		204,318	204,318	100.0%			1,225,907	\$ 1,225,907	100.0%		1,225,907	2,451,815	50.0%		1,241,879	2,483,757	50.0%
Total Revenues		\$ 963,846	\$ 1,791,812	53.8%			\$ 13,924,776	\$ 10,750,874	129.5%		\$ 13,924,776	\$ 21,501,748	64.8%		\$ 12,760,256	\$ 19,911,203	64.1%

YEAR-TO-DATE OVERVIEW

March 31, 2024 marks the end of the sixth period of the fiscal year. General Fund revenue of \$13,924,776 is around \$3.1 million more than projected and increased 9.13% over last fiscal year due to more property tax collection earlier.

PROPERTY TAXES

Tax collection of \$8,195,466 is around \$3.75 million more than projected and decreased around \$791,000 compared to last year or 10.7% over last fiscal year.

SALES TAX

Through March 31, 2024, \$3,142,309 of sales tax revenue has been received. Receipts are around \$225,000 more than projected and are decreased about \$13,000 from last fiscal year.

FRANCHISE TAX

Year-to-date Franchise Taxes total \$516,075. Receipts are \$6,600 lower than projected. Collections are \$260,000 more than the previous fiscal year.

PERMITS LICENSES & FEES

Revenue of \$199,370 is about \$139,600 more than the year-to-date projection and is increased around \$103,000 over March 2023 year-to-date receipts.

FINES & WARRANTS

Revenue of \$171,816 is \$21,800 less than the year-to-date projection. Collections are decreased around \$8,000 from the prior year.

LEASE & RENTAL REVENUE

Through March 31, 2024, \$15,537 of lease & rental revenue has been earned. This amount is about \$2,000 more than the year-to-date projection and is about \$2,000 more than last fiscal year.

CHARGES FOR SERVICES

Charges for services revenue year-to-date is \$27,964 which is about \$8,000 more than year-to-date projections. Collections are decreased approximately \$8,000 over last fiscal year.

INTERGOVERNMENTAL REVENUE

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

OTHER INCOME

As of March 31st, \$352,899 of other income was received. This revenue includes Interest and other miscellaneous one-off revenue that is not received consistently.

INTERFUND ACTIVITY

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

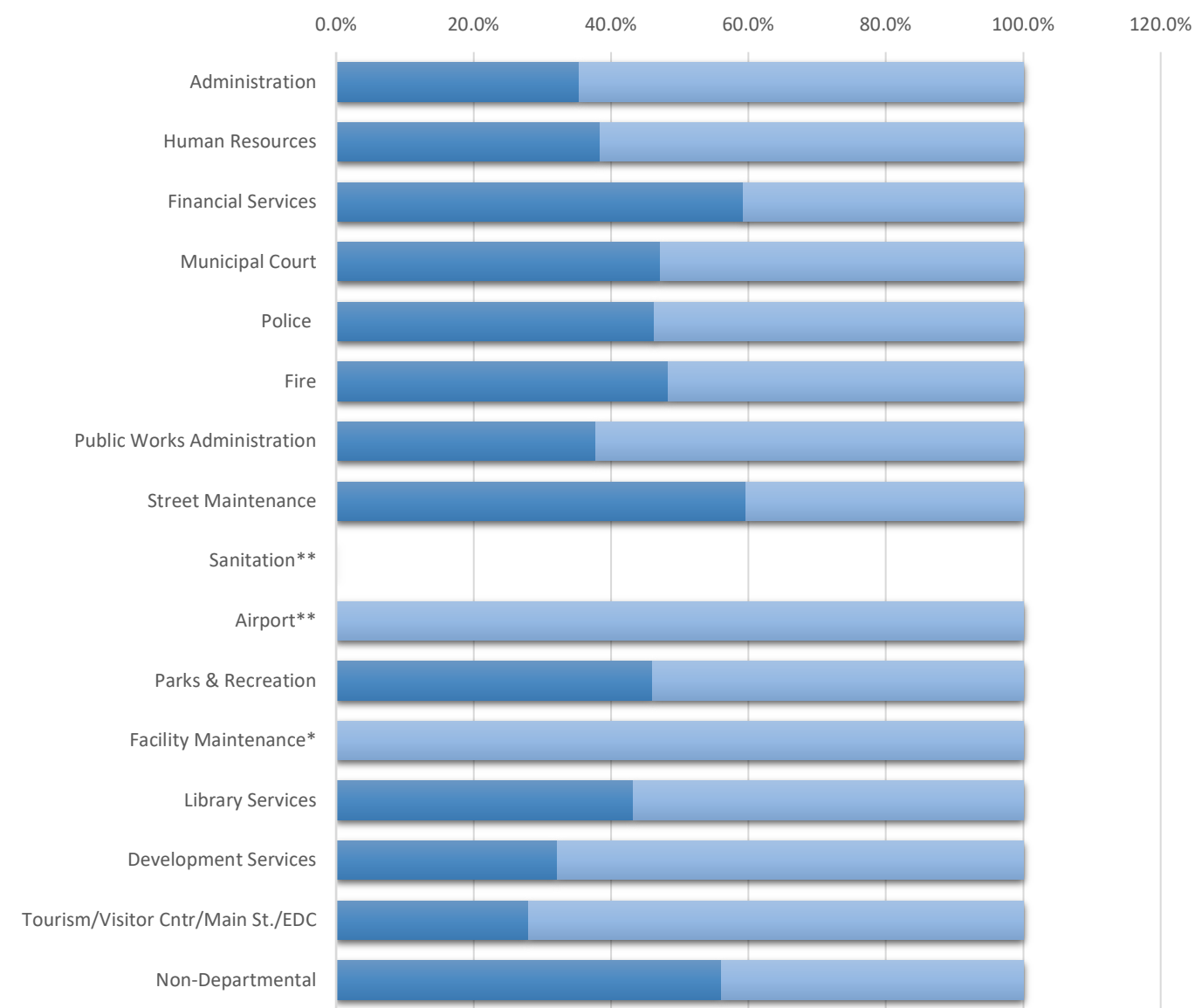


GENERAL FUND EXPENDITURES

	March 2024			March 2023		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Administration	250,966	\$ 709,031	35.4%	277,492	\$ 719,976	38.5%
Human Resources	124,982	325,311	38.4%	158,711	317,519	50.0%
Financial Services	380,229	641,173	59.3%	351,909	612,524	57.5%
Municipal Court	167,570	355,172	47.2%	168,799	342,447	49.3%
Police	3,045,335	6,570,756	46.3%	2,475,970	5,791,066	42.8%
Fire	1,962,939	4,064,180	48.3%	1,825,983	3,708,964	49.2%
Public Works Administration	210,686	557,034	37.8%	185,648	426,630	43.5%
Street Maintenance	2,270,113	3,808,731	59.6%	1,361,828	3,778,314	36.0%
Sanitation**	1,766	-	0.0%	5,475	-	0.0%
Airport**	-	-	0.0%	-	-	0.0%
Parks & Recreation	748,557	1,624,443	46.1%	711,063	1,289,403	55.1%
Facility Maintenance*	-	-	0.0%	-	-	0.0%
Library Services	295,387	683,536	43.2%	347,033	640,220	54.2%
Development Services	183,323	569,035	32.2%	170,551	548,206	31.1%
Tourism/Visitor Cntr/Main St./EDC	4,331	15,500	27.9%	3,537	13,950	25.4%
Non-Departmental	936,953	1,671,884	56.0%	884,580	1,765,917	50.1%
Total Expenditures	\$ 10,583,137	\$ 21,595,786	49.0%	\$ 8,928,580	\$ 19,955,136	44.7%

OVERVIEW
March 31st, 2024, marks the end of the sixth period of the FY 2024 budget year. The year-to-date budget percentage for budgetary comparison is therefore 50%. Year to date expenditures total \$10,583,137 or 49.0% of the budget and are therefore below budgetary expectations. FY 2024 expenditures are increased around \$1.65M or 18.5%, over FY 2023. This is mostly due to lots of street repair projects from summer months completing in November 2023.

* Department combined with another department in the General Fund.
** Department moved to a separate fund.





UTILITY FUND REVENUES

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

	March 2024					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Charges for Services		\$ 731,034	\$ 839,962	87.0%			\$ 4,563,812	\$ 5,039,773	90.6%		\$ 4,563,812	\$ 10,079,545	45.3%		\$ 4,031,368	\$ 9,125,000	44.2%
Intergovernmental Revenue		42,182	4,167	1012.4%			42,182	\$ 25,000	168.7%		42,182	50,000	84.4%		49,193	15,068,197	0.3%
Other Income		10,611	5,000	212.2%			93,320	\$ 30,000	311.1%		93,320	60,000	155.5%		82,918	60,000	138.2%
Interfund Activity		-	-	0.0%			-	\$ -	0.0%		-	-	0.0%		-	-	0.0%
Total Revenues		\$ 783,826	\$ 849,129	92.3%			\$ 4,699,315	\$ 5,094,773	92.2%		\$ 4,699,315	\$ 10,189,545	46.1%		\$ 4,163,479	\$ 24,253,197	17.2%

YEAR-TO-DATE OVERVIEW

Total Utility Fund operational revenue of \$4,699,315 ended March about \$395,500 less than the year-to-date projection and revenue was increased about \$536,000 from the same period prior fiscal year.

WATER AND SEWER CHARGES

Revenue totaling \$4,563,812 was approx \$476,000 less than the year-to-date projection.

INTERGOVERNMENTAL REVENUE

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

OTHER INCOME

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

INTERFUND ACTIVITY

There has been no interfund activity this year to date.



UTILITY FUND EXPENDITURES

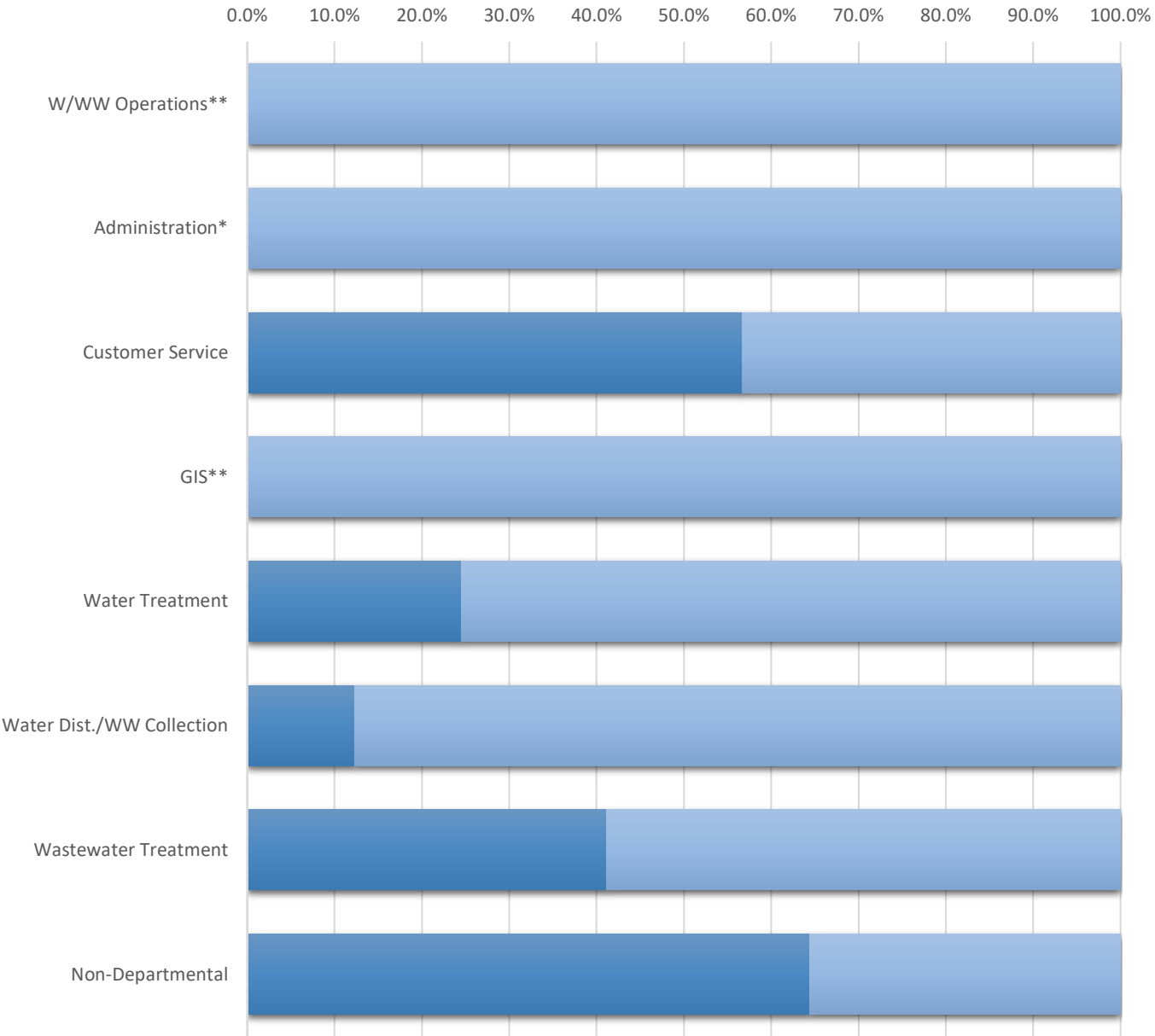
	March 2024			March 2023		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
W/WW Operations**	8,881	\$ -	0.0%	\$ 70,613	\$ 1,072,148	6.6%
Administration*	-	-	0.0%	\$ -	-	0.0%
Customer Service	384,599	678,547	56.7%	\$ 335,129	626,306	53.5%
GIS**	-	-	0.0%	\$ -	-	0.0%
Water Treatment	853,608	3,481,663	24.5%	\$ 1,088,990	3,167,893	34.4%
Water Dist./WW Collection	1,701,125	13,796,350	12.3%	\$ 1,626,405	13,934,866	11.7%
Wastewater Treatment	980,941	2,385,603	41.1%	\$ 1,354,130	2,300,351	58.9%
Non-Departmental	2,159,556	3,351,236	64.4%	\$ 1,969,683	3,275,259	60.1%
Total Expenditures	\$ 6,088,711	\$ 23,693,399	25.7%	\$ 6,444,951	\$ 24,376,823	26.4%

OVERVIEW

March 31, 2024 marks the end of the sixth period of the FY 2024 budget year. The year-to-date budget percentage for budgetary comparison is therefore 50%. Year to date expenditures total \$6,088,711 or 25.7% of the budget and are therefore under budgetary expectations. FY 2024 expenditures decreased approximately \$356,000, or about 5.53%, less than FY 2023. This is due to differences in project completion and invoicing.

* Department moved to General Fund 010-510

** Department Closed FY22-23 - expense was due to remaining encumbrance from FY21-22.





City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010 -GENERAL FUND- DETAIL								
REVENUE								
PROPERTY TAXES								
010-41001	AD VALOREM TAXES - CURRENT	8,678,524	176,892	8,099,043	93.3%	579,481	7,322,887	776,156
010-41002	PROPERTY TAX DELINQUENT	124,324	10,568	54,050	43.5%	70,274	48,638	5,413
010-41003	PROPERTY TAX PENALTY	90,000	14,748	42,373	47.1%	47,627	32,638	9,735
*** REVENUE CATEGORY TOTALS ***		8,892,848	202,208	8,195,466	92.2%	697,381	7,404,163	791,303
SALES TAX								
010-41010	CITY SALES TAX	5,179,486	391,775	2,776,042	53.6%	2,403,444	2,784,121	(8,079)
010-41011	MIXED BEVERAGE TAX	38,170	3,327	19,262	50.5%	18,908	23,272	(4,010)
010-41012	CITY SALES TAX - PROP TAX REDU	616,605	48,972	347,005	56.3%	269,600	348,015	(1,010)
*** REVENUE CATEGORY TOTALS ***		5,834,261	444,075	3,142,309	53.9%	2,691,952	3,155,407	(13,098)
FRANCHISE TAX								
010-41101	FRANCHISE - ELECTRICAL	825,000	-	450,252	54.6%	374,748	175,759	274,493
010-41102	FRANCHISE - GAS	172,937	-	55,323	32.0%	117,614	66,029	(10,706)
010-41103	FRANCHISE - TELEPHONE	32,513	-	4,961	15.3%	27,552	6,140	(1,179)
010-41104	FRANCHISE - CABLE TV	15,000	-	5,539	36.9%	9,461	7,709	(2,170)
*** REVENUE CATEGORY TOTALS ***		1,045,450	-	516,075	49.4%	529,375	255,638	260,437
PERMITS LICENSES AND FEES								
010-41301	BUILDING PERMIT FEES	55,000	7,747	63,509	115.5%	(8,509)	40,313	23,196
010-41302	ELECTRICAL PERMIT FEES	13,000	1,260	9,822	75.6%	3,178	10,155	(334)
010-41303	PLUMBING PERMIT FEES	10,000	2,065	8,256	82.6%	1,744	5,772	2,484
010-41304	HEALTH PERMITS	-	4,200	42,550	0.0%	(42,550)	-	42,550
010-41305	ALARM PERMITS	5,000	-	4,955	99.1%	45	5,065	(110)
010-41306	MECHANICAL PERMITS	5,250	105	1,520	29.0%	3,730	4,060	(2,540)
010-41307	FIRE OPERATION PERMITS	205	300	630	307.3%	(425)	140	490
010-41310	OTHER PERMITS	500	-	600	120.0%	(100)	-	600
010-41311	MERCHANT PERMITS	550	456	921	167.5%	(371)	285	636
010-41312	BEVERAGE PERMITS	7,000	30	7,435	106.2%	(435)	7,128	308
010-41313	ZONING AND PLAT FEES	8,000	1,857	47,589	594.9%	(39,589)	11,693	35,896
010-41315	CONTRACTOR LICENSE	10,000	1,750	8,125	81.3%	1,875	8,375	(250)
010-41317	RIGHT OF WAY FEES (ROW)	5,000	3	3,459	69.2%	1,541	2,971	489
*** REVENUE CATEGORY TOTALS ***		119,505	19,773	199,370	166.8%	(79,865)	95,956	103,414
FINES AND WARRANTS								
010-41401	MUNICIPAL COURT FINES	381,602	32,251	168,623	44.2%	212,979	177,477	(8,854)
010-41403	LIBRARY FINES	5,000	726	2,652	53.0%	2,348	2,298	354
010-41404	WARRANT SERVICE FEES	420	35	70	16.7%	350	35	35
010-41405	JFCI JUDICIAL FEE - CITY	56	4	17	30.6%	39	25	(8)
010-41406	MUNICIPAL JURY FUND	210	19	94	44.6%	116	102	(8)
010-41411	LIEN REVENUE	-	-	360	0.0%	(360)	-	360
010-41413	ALARM FINES	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***		387,288	33,034	171,816	44.4%	215,472	179,937	(8,121)
LEASE/RENTAL REVENUE								
010-41605	OTHER RENTS & LEASES	700	700	820	117.1%	(120)	820	-
010-41611	CELL TOWER RENTAL	26,760	1,324	14,717	55.0%	12,043	12,360	2,357
*** REVENUE CATEGORY TOTALS ***		27,460	2,024	15,537	56.6%	11,923	13,180	2,357
CHARGES FOR SERVICE								
010-41706	SALE OF EQUIPMENT	90,000	-	17,952	19.9%	72,048	20,045	(2,093)
010-41712	OPEN RECORD FEE	3,000	1,162	1,942	64.7%	1,059	1,940	1



City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010-41713	RECREATION FEE	4,000	1,280	2,610	65.3%	1,390	2,190	420
010-41715	SANITATION COLLECTION CHARGES	-	-	-	0.0%	-	-	-
010-41720	FIRING RANGE FEE	-	-	-	0.0%	-	-	-
010-41723	SALES TAX DISCOUNT	-	-	-	0.0%	-	330	(330)
010-41726	POOL PASS FEES	1,200	-	-	0.0%	1,200	-	-
010-41730	RETIREE INSURANCE	30,000	729	4,371	14.6%	25,629	11,256	(6,885)
010-41734	ATHLETIC FEES	-	-	-	0.0%	-	-	-
010-41735	MAIN STREET REVENUE	-	-	1,089	0.0%	(1,089)	-	1,089
*** REVENUE CATEGORY TOTALS ***		128,200	3,170	27,964	21.8%	100,236	35,761	(7,797)
INTERGOVERNMENTAL REVENUE								
010-41804	STATE & FEDERAL GRANTS	2,196,622	-	2,431	0.1%	2,194,191	55,880	(53,450)
010-41805	EMERGENCY MANAGEMENT REIMB	-	-	-	0.0%	-	-	-
010-41806	COUNTY - LIBRARY	75,000	-	75,000	100.0%	-	75,000	-
010-41811	PEDC GRANT	-	-	-	0.0%	-	10,000	(10,000)
010-41812	LIBRARY GRANTS	5,000	-	-	0.0%	5,000	7,046	(7,046)
*** REVENUE CATEGORY TOTALS ***		2,276,622	-	77,431	3.4%	2,199,191	147,927	(70,496)
OTHER INCOME								
010-41901	INTEREST REVENUE	400,000	44,094	284,382	71.1%	115,618	183,275	101,107
010-41902	INSURANCE RECOVERIES	10,000	4,650	17,171	171.7%	(7,171)	(1,464)	18,635
010-41907	FIRE SUPPRESSION REVENUE	-	-	-	0.0%	-	3	(3)
010-41910	FIRE RECOVERY REVENUE	-	-	333	0.0%	(333)	1,496	(1,163)
010-41912	DONATIONS	10,000	5,847	9,965	99.6%	35	37,255	(27,290)
010-41913	LIBRARY LOST/DAMAGED BOOKS	1,000	72	416	41.6%	584	199	217
010-41916	LOT CLEANUP REIMBURSEMENT	-	-	-	0.0%	-	-	-
010-41918	LIBRARY REVENUE	5,100	425	2,362	46.3%	2,738	4,797	(2,435)
010-41919	AIRPORT FUEL SALES	-	-	-	0.0%	-	-	-
010-41922	REBATE REVENUE	-	-	35,727	0.0%	(35,727)	-	35,727
010-41927	TAX SALE EXCESS PROCEEDS	-	-	-	0.0%	-	-	-
010-41923	EMS FUEL SALES	-	-	-	0.0%	-	-	-
010-41924	MISC REVENUE	1,000	156	1,603	160.3%	(603)	1,458	145
010-41926	SCRAP METAL RECOVERY	4,000	-	942	23.5%	3,058	3,388	(2,446)
010-41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
010-41940	CASH OVER/SHORT	-	-	(2)	0.0%	2	-	(2)
*** REVENUE CATEGORY TOTALS ***		431,100	55,244	352,899	81.9%	78,201	230,408	122,491
INTERFUND ACTIVITY								
010-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
010-49150	TRANSFER FROM OCCUPANCY TAX	31,371	2,614	15,686	50.0%	15,686	15,686	-
010-49215	TRANSFER FROM PEDC	31,371	2,614	15,686	50.0%	15,686	15,686	-
010-49561	TRANSFER FROM UNEMP FUND	-	-	-	0.0%	-	-	-
010-49610	TRSF FROM UTILITY FUND	1,190,925	99,244	595,463	50.0%	595,463	595,463	-
010-49620	TRANSFER FROM SANITATION	1,198,148	99,846	599,074	50.0%	599,074	615,045	(15,971)
010-49625	TRSF FROM RETAIL FUND	-	-	-	0.0%	-	-	-
010-49819	TRANSFER FROM EMERGENCY FUND	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***		2,451,815	204,318	1,225,907	50.0%	1,225,907	1,241,879	(15,971)
*** TOTAL REVENUE ***		21,594,548	963,846	13,924,776	64.5%	7,669,773	12,760,256	1,164,520
010 -GENERAL FUND- DETAIL								
EXPENSE								
PERSONNEL								
010-51010	SALARIES & WAGES	8,590,015	601,289	3,616,704	42.1%	4,973,311	3,491,956	124,748
010-51011	PART-TIME WAGES	-	-	-	0.0%	-	-	-
010-51020	OVERTIME	511,600	47,051	319,514	62.5%	192,086	310,746	8,769
010-51021	STEP OVERTIME	-	3,629	5,857	0.0%	(5,857)	-	5,857



City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010-51030	LONGEVITY	74,520	5,931	32,347	43.4%	42,173	30,485	1,862
010-51031	CERTIFICATION PAY	280,328	24,245	130,692	46.6%	149,636	126,047	4,645
010-51032	SHIFT PAY	14,400	1,100	6,389	44.4%	8,011	6,979	(589)
010-51033	CAR ALLOWANCE	6,300	525	3,000	47.6%	3,300	2,925	75
010-51034	UNIFORM ALLOWANCE	11,045	1,087	5,613	50.8%	5,432	4,419	1,193
010-51036	CELL PHONE ALLOWANCE	6,000	550	3,171	52.9%	2,829	3,343	(172)
010-51040	SOCIAL SECURITY	726,192	51,122	308,247	42.4%	417,945	317,943	(9,695)
010-51050	HEALTH INSURANCE	1,269,964	89,790	608,445	47.9%	661,518	431,347	177,099
010-51061	WORKER'S COMPENSATION	218,616	30,737	184,682	84.5%	33,934	38,322	146,360
010-51063	UNEMPLOYMENT CLAIMS EXP.	50,000	-	-	0.0%	50,000	-	-
010-51070	RETIREMENT	1,349,921	98,295	585,078	43.3%	764,843	552,651	32,427
*** EXPENSE CATEGORY TOTALS ***		13,108,901	955,350	5,809,739	44.3%	7,299,162	5,317,161	492,578
SUPPLIES AND MATERIALS								
010-52010	OFFICE SUPPLIES/EQUIPMENT	61,780	1,313	19,702	31.9%	42,078	16,427	3,275
010-52020	POSTAGE	12,955	1,110	4,066	31.4%	8,889	6,416	(2,350)
010-52030	JANITORIAL SUPPLIES	38,800	327	12,880	33.2%	25,920	8,808	4,072
010-52031	CHEMICALS	3,000	-	105	3.5%	2,895	-	105
010-52032	PLANTS SEED FERTILIZER	4,000	-	-	0.0%	4,000	-	-
010-52040	UNIFORMS/APPAREL	63,050	5,563	38,966	61.8%	24,084	22,498	16,468
010-52050	MEDICAL SUPPLIES	1,500	208	2,101	140.0%	(601)	664	1,437
010-52051	ANIMAL MEDICAL SUPPLIES	250	-	-	0.0%	250	-	-
010-52060	PUBLICATIONS	3,458	-	1,134	32.8%	2,324	128	1,006
010-52061	SAFETY MATERIALS	5,000	-	4,687	93.7%	313	356	4,330
010-52062	POLICE INFORMANT	3,000	-	-	0.0%	3,000	-	-
010-52070	GASOLINE AND OIL	3,200	76	583	18.2%	2,617	1,021	(437)
010-52080	SMALL TOOLS/EQUIPMENT	68,300	1,903	53,058	77.7%	15,242	30,190	22,868
010-52082	PERS PROTECTIVE EQUIP	25,000	409	1,739	7.0%	23,261	6,955	(5,215)
010-52083	ARSENAL	18,000	711	4,362	24.2%	13,638	4,343	19
010-52084	ELECTION EXPENSE	17,000	-	5,375	31.6%	11,625	8,547	(3,172)
010-52091	FURNITURE & OFFICE EQUIPMENT	4,000	-	290	7.2%	3,710	-	290
010-52092	COMPUTER EQUIPMENT	1,000	-	-	0.0%	1,000	-	-
010-52120	STREET SIGNS	7,500	-	7,322	97.6%	178	3,593	3,729
010-52130	GARBAGE BAGS	-	-	-	0.0%	-	4,992	(4,992)
010-52201	READING PROGRAM	4,000	788	2,767	69.2%	1,233	-	2,767
010-52210	MARKETING SUPPLIES	1,800	256	256	14.2%	1,544	-	256
*** EXPENSE CATEGORY TOTALS ***		346,593	12,664	159,393	46.0%	187,200	114,938	44,455
PROF/CONTRACTUAL SERV								
010-53010	LEGAL SERVICES	120,000	-	12,176	10.1%	107,824	42,529	(30,353)
010-53011	LEGAL LITIGATION EXPENSES	50,000	2,373	12,891	25.8%	37,109	7,228	5,663
010-53012	LEGAL SERVICES - HR RELATED	6,000	-	3,386	56.4%	2,614	-	3,386
010-53016	JURY EXPENSE	1,200	-	-	0.0%	1,200	-	-
010-53017	MUNICIPAL PROSECUTORS	12,000	840	3,135	26.1%	8,865	4,965	(1,830)
010-53019	TOWING FEE	1,200	-	-	0.0%	1,200	-	-
010-53020	AUDIT & ACCOUNTING SERVICES	27,225	20,244	22,863	84.0%	4,362	22,575	288
010-53021	APPRAISAL DISTRICT	152,000	57,178	114,355	75.2%	37,645	76,010	38,345
010-53022	TAX ASSESSOR-COLLECTOR	14,000	5,551	5,551	39.6%	8,450	5,555	(5)
010-53023	RAILROAD WATER LINE LEASE	300	-	162	54.0%	138	154	8
010-53026	CODIFICATION	6,000	-	-	0.0%	6,000	237	(237)
010-53027	RECORDS MANAGEMENT	500	95	838	167.7%	(338)	187	651
010-53029	POLY/PSYCH	1,125	-	-	0.0%	1,125	750	(750)
010-53030	PROFESSIONAL SERVICES	14,550	3,351	7,691	52.9%	6,859	9,032	(1,342)
010-53031	CONSULTANT SERVICES	110,394	10	19,404	17.6%	90,990	23,719	(4,315)
010-53033	EMPLOYEE EAP	7,200	-	-	0.0%	7,200	425	(425)
010-53034	CITY SPONSORED EVENT	25,000	-	-	0.0%	25,000	-	-
010-53035	MEDICAL/DOCTOR-HOSPITAL	-	-	-	0.0%	-	-	-
010-53037	PRE-EMPLOYMENT SCREENINGS	13,000	2,565	7,552	58.1%	5,448	7,773	(221)
010-53039	CIVIL SERVICE EXAMS	8,000	-	3,189	39.9%	4,811	1,300	1,889



City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010-53041	CITY ISSUED CELL PHONES	21,480	1,491	8,895	41.4%	12,585	7,784	1,111
010-53042	CITY ISSUED TABLETS	11,200	1,139	6,783	60.6%	4,417	3,819	2,964
010-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
010-53060	DEMOLITION/CLEANUP	5,000	-	-	0.0%	5,000	-	-
010-53070	UNIFORM SERVICES	-	-	-	0.0%	-	-	-
010-53075	RECRUITMENT / RETENTION	5,000	-	-	0.0%	5,000	-	-
010-53076	CERTIFICATION FEES	2,850	-	2,357	82.7%	493	64	2,293
010-53083	POSITION 1 TRAVEL	1,500	-	630	42.0%	870	1,342	(713)
010-53084	POSITION 2 TRAVEL	1,500	-	801	53.4%	699	-	801
010-53085	POSITION 3 TRAVEL	1,500	-	514	34.3%	986	913	(399)
010-53086	POSITION 4 TRAVEL	1,500	-	714	47.6%	786	992	(279)
010-53087	POSITION 5 TRAVEL	1,500	-	652	43.5%	848	458	194
010-53088	POSITION 6 TRAVEL	1,500	-	714	47.6%	786	335	379
010-53089	MAYOR POSITION TRAVEL	1,500	-	440	29.3%	1,060	1,122	(682)
010-53090	IT SUPPORT	75,640	6,014	36,084	47.7%	39,557	42,098	(6,014)
010-53095	SOFTWARE MAINTENANCE	379,709	18,484	257,746	67.9%	121,963	323,725	(65,978)
010-53100	CHAPTER 380 AGREEMENT	-	-	-	0.0%	-	-	-
010-53150	MARKETING SERVICES	1,000	-	-	0.0%	1,000	-	-
010-53210	FINANCIAL SERVICE CHARGES	-	-	1,361	0.0%	(1,361)	8	1,353
010-53310	EQUIPMENT RENTAL/LEASE	23,656	669	6,755	28.6%	16,901	18,881	(12,126)
010-53311	PRINTER/COPIER LEASE	29,640	2,327	10,846	36.6%	18,794	13,378	(2,533)
010-53315	VEHICLE LEASE FEES	432,128	41,072	232,818	53.9%	199,310	144,769	88,048
010-53321	UPRR LEASED LAND	500	-	-	0.0%	500	-	-
010-53331	CONTRACT SERV-HUMANE SOCIETY	35,000	-	-	0.0%	35,000	-	-
010-53333	BUILDING DEMOLITION	28,000	-	-	0.0%	28,000	-	-
010-53334	PESTICIDE SPRAYING	25,000	-	-	0.0%	25,000	-	-
010-53342	DUE TO OMNI	-	-	-	0.0%	-	-	-
010-53343	CHILD SAFETY FEE	-	-	-	0.0%	-	-	-
010-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
010-53503	RETIREE INSURANCE PREMIUMS	30,000	4,730	16,556	55.2%	13,444	13,161	3,395
010-53504	ROLL OFFS	-	-	-	0.0%	-	-	-
010-53505	RESIDENTIAL COLLECTION	-	-	-	0.0%	-	-	-
010-53506	COMMERCIAL COLLECTION	-	-	-	0.0%	-	-	-
010-53508	CITY WIDE CLEAN-UP COLLECTION	-	1,194	1,766	0.0%	(1,766)	-	1,766
010-53509	MEMBERSHIPS & SUBSCRIPTIONS	50,294	4,887	26,651	53.0%	23,643	27,044	(393)
010-53510	TRAVEL AND TRAINING	162,039	8,097	66,439	41.0%	95,600	61,836	4,603
010-53511	ADVERTISING	13,250	1,284	8,027	60.6%	5,223	5,644	2,384
010-53512	PRINTING SERVICES	5,100	1,337	1,463	28.7%	3,637	1,116	348
010-53513	MERCHANT CR CRD PROCESSING	19,500	3,572	12,740	65.3%	6,760	9,551	3,189
010-53514	TML INSURANCE	211,058	-	211,247	100.1%	(189)	166,181	45,066
010-53515	INSURANCE AND BONDS	1,000	-	-	0.0%	1,000	521	(521)
010-53516	LIFE, DISABILITY, AD & D PREM	-	8,700	30,122	0.0%	(30,122)	20,216	9,906
010-53517	CONTRACTUAL SERVICES	210,335	12,973	62,987	29.9%	147,348	112,035	(49,048)
010-53518	CITY POOL	90,000	-	46,249	51.4%	43,751	60,762	(14,513)
010-53520	JANITORIAL SERVICES	88,588	9,309	31,950	36.1%	56,638	33,491	(1,541)
*** EXPENSE CATEGORY TOTALS ***		2,537,161	219,486	1,297,500	51.1%	1,239,661	1,273,686	23,813
MAINTENANCE & REPAIR								
010-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	251,800	35,315	135,559	53.8%	116,241	116,579	18,980
010-54011	PLANTER BOXES-MAINTENANCE	300	-	-	0.0%	300	188	(188)
010-54020	STREET MAINTENANCE	2,080,522	410,814	1,376,923	66.2%	703,599	663,177	713,746
010-54022	SIDEWALK REPAIR/REPLACEMENT	10,000	-	-	0.0%	10,000	-	-
010-54110	MOTOR VEHICLE REPAIRS	44,100	3,509	69,299	157.1%	(25,199)	46,729	22,570
010-54120	EQUIPMENT REPAIR/MAINT EXP	38,460	280	11,450	29.8%	27,010	34,606	(23,156)
010-54121	GREEN'S PARK PORTABLE	10,300	-	2,036	19.8%	8,265	339	1,696
010-54125	LADDER TESTING	1,700	-	1,947	114.6%	(247)	3,120	(1,173)
010-54130	AIR PACK TESTING	1,500	-	-	0.0%	1,500	-	-
010-54135	PUMP TESTING	1,500	-	1,536	102.4%	(36)	-	1,536
010-54140	JAWS TESTING	4,400	-	-	0.0%	4,400	3,890	(3,890)



		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
*** EXPENSE CATEGORY TOTALS ***		2,444,582	449,918	1,598,750	65.4%	845,832	868,628	730,122
UTILITIES								
010-54500	UTILITIES - ELECTRIC	529,200	41,709	196,725	37.2%	332,475	248,206	(51,481)
010-54501	UTILITIES - WATER/SEWER	57,700	-	16,452	28.5%	41,248	30,650	(14,199)
010-54502	UTILITIES - GAS	17,500	1,565	11,597	66.3%	5,903	11,626	(29)
010-54503	PHONES/INTERNET	71,756	4,226	50,177	69.9%	21,578	51,902	(1,725)
010-54504	CITY POOL ELECTRIC	8,000	758	4,469	55.9%	3,531	4,525	(56)
*** EXPENSE CATEGORY TOTALS ***		684,156	48,258	279,420	40.8%	404,736	346,909	(67,489)
OTHER/MISC.								
010-55001	EMPLOYEE APPRECIATION	10,000	-	5,429	54.3%	4,571	5,793	(364)
010-55002	EVENTS & PROMOTIONS	5,000	574	828	16.6%	4,172	227	601
010-55200	MEETING MEALS	2,700	27	1,429	52.9%	1,271	244	1,184
010-55202	ANIMAL FOOD	200	-	-	0.0%	200	-	-
010-55203	CHRISTMAS ACTIVITIES	1,500	-	1,100	73.3%	400	1,215	(115)
010-55409	EMERGENCY RESPONSE EXP	-	-	-	0.0%	-	-	-
010-55411	DONATION FUNDED EXPENSE	10,000	581	22,371	223.7%	(12,371)	40,521	(18,150)
*** EXPENSE CATEGORY TOTALS ***		29,400	1,181	31,156	106.0%	(1,756)	48,000	(16,843)
CAPITAL OUTLAY								
010-58030	IMPROVEMENTS	316,100	77,150	199,080	63.0%	117,020	176,480	22,600
010-58040	VEHICLES & EQUIPMENT	540,775	-	284,956	52.7%	255,820	38,093	246,863
010-58060	COMPUTER SOFTWARE	1,000	-	-	0.0%	1,000	-	-
010-58070	LIBRARY BOOKS	50,000	663	18,482	37.0%	31,518	21,260	(2,778)
*** EXPENSE CATEGORY TOTALS ***		907,875	77,813	502,518	55.4%	405,357	235,833	266,685
INTERFUND ACTIVITY								
010-59240	TRANSFER TO AIRPORT FUND	307,633	25,636	153,816	50.0%	153,817	41,116	112,700
010-59283	TRANS TO HOME GRANT FUND-283	-	-	-	0.0%	-	-	-
010-59310	TRANSFER TO DEBT SERVICE FUND	949,535	79,128	474,768	50.0%	474,767	451,072	23,695
010-59511	TRSF TO VEH/EQUIP FUND	-	-	-	0.0%	-	-	-
010-59570	TRANSFER TO FLEET FUND	552,450	34,118	276,077	50.0%	276,373	231,494	44,583
*** EXPENSE CATEGORY TOTALS ***		1,809,618	138,882	904,661	50.0%	904,957	723,682	180,979
*** TOTAL EXPENSE ***		\$ 21,868,286	\$ 1,903,553	\$ 10,583,137	48.4%	\$ 11,285,149	\$ 8,928,838	\$ 1,654,299
310 -DEBT SERVICE FUND- DETAIL								
REVENUE								
310-41001	AD VALOREM TAXES - CURRENT	429,656	10,113	462,530	107.7%	(32,874)	283,901	178,629
310-41002	DELINQUENT TAX REVENUE	25,680	1,578	6,040	23.5%	19,640	10,596	(4,556)
310-41003	PENALTY & INTEREST TAXES	22,229	1,458	4,164	18.7%	18,065	4,014	150
310-41901	INTEREST REVENUE	1,500	314	4,595	306.4%	(3,095)	1,968	2,628
310-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
310-49010	TRANSFER FROM GENERAL FUND	949,535	79,128	474,768	50.0%	474,767	451,072	23,695
310-49610	TRSF FROM UTILITY FUND	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		1,428,600	92,591	952,097	66.6%	476,503	751,551	200,546
310 -DEBT SERVICE FUND- DETAIL								
EXPENSE								
310-53030	PROFESSIONAL SERVICES	-	-	-	0.0%	-	-	-
310-53045	COMPLIANCE REPORTING	3,500	-	-	0.0%	3,500	-	-
310-55412	AGENT FEES	-	-	-	0.0%	-	-	-
310-56024	PRINCIPAL- BONDED DEBT	417,691	-	417,691	100.0%	0	243,000	174,691
310-56025	PRINCIPAL - CAPITAL LEASE	224,353	-	161,819	72.1%	62,533	218,487	(56,667)
310-56050	INTEREST- BONDED DEBT	926,240	-	466,316	50.3%	459,924	468,416	(2,100)



City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
310-56051	INTEREST- CAPITAL LEASE	26,357	-	20,066	76.1%	6,291	32,223	(12,157)
310-56054	PAY/ESCROW AGENT FEES	-	-	2,363	0.0%	(2,363)	2,363	-
*** TOTAL EXPENSE ***		<u>\$ 1,598,141</u>	<u>\$ -</u>	<u>\$ 1,068,255</u>	<u>66.8%</u>	<u>\$ 529,886</u>	<u>\$ 964,489</u>	<u>\$ 103,766</u>
610 -WATER & WASTEWATER FUND - DETAIL								
REVENUE								
610-41706	SALE OF EQUIPMENT	-	-	-	0.0%	-	6,454	(6,454)
610-41709	WATER METERED SALES	5,474,905	353,278	2,374,432	43.4%	3,100,473	1,898,219	476,213
610-41710	METER REPLACEMENT FEE	-	-	-	0.0%	-	255,869	(255,869)
610-41711	SEWER SERVICE CHARGES	4,280,840	341,117	1,965,272	45.9%	2,315,568	1,116,368	848,904
610-41716	BULK WATER SALES	1,000	-	-	0.0%	1,000	-	-
610-41717	SEWER SURCHARGE	-	-	-	0.0%	-	621,099	(621,099)
610-41718	WATER TAPS	45,000	5,010	34,717	77.1%	10,283	18,721	15,996
610-41719	SEWER TAPS	45,000	2,349	8,876	19.7%	36,124	8,987	(111)
610-41724	SERVICE FEES	120,000	10,930	53,154	44.3%	66,846	56,428	(3,274)
610-41725	TAMPERING FEES	1,800	-	-	0.0%	1,800	1,265	(1,265)
610-41727	SEPTAGE FEES AND OTHER	30,000	2,115	12,294	41.0%	17,706	12,424	(129)
610-41728	REBATE - COMPOST FACILITY	20,000	-	-	0.0%	20,000	-	-
610-41732	MISC. CHARGES THRU WATER BILLS	1,000	85	(438)	-43.8%	1,438	495	(933)
610-41733	PENALTY WATER BILLINGS	60,000	16,149	115,505	192.5%	(55,505)	35,040	80,465
610-41804	STATE & FEDERAL GRANTS	-	-	-	0.0%	-	-	-
610-41815	UNMWA REIMB.	50,000	42,182	42,182	84.4%	7,818	49,193	(7,011)
610-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
610-41901	INTEREST REVENUE	60,000	7,860	70,281	117.1%	(10,281)	73,336	(3,055)
610-41902	INSURANCE RECOVERIES	-	2,751	20,656	0.0%	(20,656)	3,598	17,058
610-41903	BOND SALE PREMIUM	-	-	-	0.0%	-	-	-
610-41924	MISC REVENUE	-	-	-	0.0%	-	5,947	(5,947)
610-41926	SCRAP METAL RECOVERY	-	-	2,383	0.0%	(2,383)	37	2,346
610-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
610-49620	TRANSFER FROM SANITATION	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		<u>10,189,545</u>	<u>783,826</u>	<u>4,699,315</u>	<u>46.1%</u>	<u>5,490,230</u>	<u>4,163,479</u>	<u>535,836</u>
610 -WATER & WASTEWATER FUND - DETAIL								
EXPENSE								
PERSONNEL								
610-51010	SALARIES & WAGES	1,428,409	100,389	608,912	42.6%	819,498	590,750	18,161
610-51020	OVERTIME	172,400	17,356	127,503	74.0%	44,897	92,867	34,636
610-51030	LONGEVITY	8,712	588	3,402	39.0%	5,310	2,850	552
610-51031	CERTIFICATION PAY	34,200	4,150	24,298	71.0%	9,902	24,268	30
610-51032	SHIFT PAY	3,600	300	1,661	46.1%	1,939	1,721	(61)
610-51034	UNIFORM ALLOWANCE	6,854	454	2,352	34.3%	4,502	2,587	(235)
610-51036	CELL PHONE ALLOWANCE	7,200	600	3,548	49.3%	3,652	3,900	(352)
610-51040	SOCIAL SECURITY	123,800	9,256	57,712	46.6%	66,088	57,813	(101)
610-51050	HEALTH INSURANCE	304,214	21,253	143,152	47.1%	161,063	109,623	33,529
610-51061	WORKER'S COMPENSATION	49,614	5,082	31,266	63.0%	18,348	9,967	21,298
610-51070	RETIREMENT	229,634	17,722	109,466	47.7%	120,167	100,043	9,424
*** EXPENSE CATEGORY TOTALS ***		<u>2,368,637</u>	<u>177,149</u>	<u>1,113,271</u>	<u>47.0%</u>	<u>1,255,366</u>	<u>996,390</u>	<u>116,881</u>
SUPPLIES AND MATERIALS								
610-52010	OFFICE SUPPLIES/EQUIPMENT	2,800	10	641	22.9%	2,159	1,231	(590)
610-52020	POSTAGE	35,900	5,068	20,454	57.0%	15,446	20,552	(98)
610-52030	JANITORIAL SUPPLIES	2,600	35	104	4.0%	2,496	593	(489)
610-52031	CHEMICALS	597,000	40,745	197,547	33.1%	399,453	215,601	(18,053)
610-52040	UNIFORMS/APPAREL	11,500	891	7,188	62.5%	4,312	3,891	3,297
610-52050	MEDICAL SUPPLIES	400	-	405	101.3%	(5)	-	405
610-52057	LAB SUPPLIES	12,000	2,248	7,577	63.1%	4,423	1,489	6,088
610-52061	SAFETY MATERIALS	10,000	337	2,595	25.9%	7,405	5,142	(2,547)



City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
610-52070	GASOLINE AND OIL	-	-	44	0.0%	(44)	29	15
610-52080	SMALL TOOLS/EQUIPMENT	41,200	6,841	34,337	83.3%	6,863	28,260	6,077
*** EXPENSE CATEGORY TOTALS ***		713,400	56,174	270,891	38.0%	442,509	276,788	(5,897)
PROF/CONTRACTUAL SERV								
610-53020	AUDIT & ACCOUNTING SERVICES	19,800	13,361	15,090	76.2%	4,710	14,900	190
610-53030	PROFESSIONAL SERVICES	45,000	11,243	33,910	75.4%	11,090	30,984	2,926
610-53041	CITY ISSUED CELL PHONES	600	80	483	80.4%	117	531	(48)
610-53042	CITY ISSUED TABLETS	1,800	152	912	50.7%	888	728	183
610-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
610-53046	COMPLIANCE MONITORING	50,000	-	17,902	35.8%	32,098	23,233	(5,331)
610-53090	IT SUPPORT	15,175	1,066	6,395	42.1%	8,781	7,460	(1,066)
610-53095	SOFTWARE MAINTENANCE	43,104	492	25,169	58.4%	17,935	27,097	(1,928)
610-53310	EQUIPMENT RENTAL/LEASE	11,500	470	1,442	12.5%	10,058	1,160	282
610-53311	PRINTER/COPIER LEASE	6,400	542	2,237	34.9%	4,163	2,004	233
610-53315	VEHICLE LEASE FEES	84,733	7,749	46,474	54.8%	38,259	18,350	28,124
610-53341	COLLECTIONS/LEGAL MVBA	500	-	759	151.8%	(259)	159	600
610-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
610-53507	SLUDGE COLLECTION	365,000	20,530	118,979	32.6%	246,021	125,960	(6,981)
610-53509	MEMBERSHIPS & SUBSCRIPTIONS	1,260	-	70	5.6%	1,190	490	(420)
610-53510	TRAVEL AND TRAINING	20,000	325	5,382	26.9%	14,618	6,426	(1,044)
610-53512	PRINTING SERVICES	7,500	3,540	7,034	93.8%	466	5,251	1,783
610-53513	MERCHANT CR CRD PROCESSING	160,000	20,090	110,582	69.1%	49,418	70,673	39,909
610-53514	TML INSURANCE	147,441	-	145,187	98.5%	2,254	92,378	52,809
610-53517	CONTRACTUAL SERVICES	-	37	265	0.0%	(265)	224	41
610-53519	TANK MAINTENANCE	215,000	8,753	17,505	8.1%	197,495	171,707	(154,201)
610-53520	JANITORIAL SERVICES	1,920	2,673	8,074	420.5%	(6,154)	5,398	2,676
610-53521	UNRMWA WATER CONTRACT	203,582	43,175	71,959	35.3%	131,623	81,107	(9,149)
*** EXPENSE CATEGORY TOTALS ***		1,400,316	134,278	635,809	45.4%	764,507	686,221	(50,412)
MAINTENANCE & REPAIR								
610-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	40,000	467	22,365	55.9%	17,635	21,186	1,179
610-54110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	1,633	(1,633)
610-54120	EQUIPMENT REPAIR/MAINT EXP	296,360	3,662	123,329	41.6%	173,031	99,481	23,848
610-54220	WATER METERS	-	-	-	0.0%	-	-	-
610-54310	SEWER LINE MAINTENANCE	-	-	-	0.0%	-	-	-
610-54311	SEWER PLANT MAINTENANCE	175,000	6,963	36,777	21.0%	138,223	88,333	(51,556)
610-54313	LIFT STATION MAINTENANCE	290,000	12,377	144,889	50.0%	145,111	144,815	74
610-54314	GENERATOR MAINTENANCE	13,500	-	6,784	50.2%	6,716	1,832	4,952
610-54315	PRETREATMENT FOG MGMT	2,300	-	-	0.0%	2,300	2,000	(2,000)
610-54421	WATER METER REPLACEMENT PROJECT	200,000	45,296	229,963	115.0%	(29,963)	111,384	118,579
610-54450	WATER/SEWER LINE REPAIR	600,000	77,163	420,087	70.0%	179,913	335,186	84,901
610-54460	METER READER HANDHELDS	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		1,617,160	145,928	984,194	60.9%	632,966	805,850	178,345
UTILITIES								
610-54500	UTILITIES - ELECTRIC	386,000	49,408	200,595	52.0%	185,405	427,988	(227,393)
610-54501	UTILITIES - WATER/SEWER	32,700	-	11,054	33.8%	21,646	12,950	(1,896)
610-54502	UTILITIES - GAS	-	-	-	0.0%	-	-	-
610-54503	PHONES/INTERNET	21,000	1,967	16,024	76.3%	4,976	16,881	(857)
*** EXPENSE CATEGORY TOTALS ***		439,700	51,375	227,674	51.8%	212,027	457,820	(230,146)
OTHER/MISC.								
610-55005	TCEQ PERMITTING	65,000	-	55,617	85.6%	9,383	52,518	3,099
610-55030	BAD DEBT EXPENSE	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		65,000	-	55,617	85.6%	9,383	52,518	3,099



City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
REVENUE BOND PRINCIPAL PAYMENT								
610-56005	REVENUE BOND PRIN PAYMENT	755,000	-	855,309	113.3%	(100,309)	885,000	(29,691)
610-56009	CERT OBLIG PRIN PAYMENT	480,000	-	210,000	43.8%	270,000	-	210,000
610-56025	PRINCIPAL - CAPITAL LEASE	59,131	-	61,955	104.8%	(2,824)	87,774	(25,819)
610-56050	INTEREST- BONDED DEBT	737,855	-	265,143	35.9%	472,712	276,971	(11,827)
610-56051	INTEREST- CAPITAL LEASE	5,783	-	2,959	51.2%	2,824	-	2,959
610-56054	PAY/ESCROW AGENT FEES	2,000	-	1,250	62.5%	750	1,750	(500)
*** EXPENSE CATEGORY TOTALS ***		2,039,769	-	1,396,617	68.5%	643,152	1,251,495	145,122
CAPITAL OUTLAY								
610-58030	IMPROVEMENTS	12,154,447	63,040	596,828	4.9%	11,557,619	807,621	(210,793)
610-58040	VEHICLES & EQUIPMENT	404,000	2,757	60,631	15.0%	343,369	460,027	(399,396)
610-58044	COMMUNICATION EQUIPMENT	130,000	49,664	49,664	38.2%	80,336	-	49,664
610-58046	LIFT STATION REPLACEMENT	1,146,800	-	-	0.0%	1,146,800	-	-
*** EXPENSE CATEGORY TOTALS ***		13,835,247	115,460	707,123	5.1%	13,128,124	1,267,647	(560,524)
INTERFUND ACTIVITY								
610-59010	TRANSFER TO/FROM GENERAL FUND	1,146,530	99,244	595,463	51.9%	551,067	595,463	-
610-59570	TRANSFER TO FLEET FUND	135,200	5,043	89,831	66.4%	45,369	54,761	35,071
*** EXPENSE CATEGORY TOTALS ***		1,281,730	104,287	685,294	53.5%	596,436	650,223	35,071
*** TOTAL EXPENSE ***		\$ 23,760,958	\$ 784,652	\$ 6,076,489	25.6%	\$ 17,684,470	\$ 6,444,951	\$ (368,462)
620-SANITATION FUND- DETAIL								
REVENUE								
620-41715	SANITATION COLLECTION CHARGES	3,160,569	264,575	1,429,806	45.2%	1,730,763	1,383,771	46,035
620-41721	COLLECTION BAG SALES	20,000	1,195	8,020	40.1%	11,980	8,106	(85)
620-41722	CLEAN STREETS PROGRAM	166,233	14,045	84,482	50.8%	81,751	83,827	655
620-41723	SALES TAX DISCOUNT	600	241	829	138.1%	(229)	326	503
620-41729	ROLL OFF CHARGES	721,313	130,943	366,562	50.8%	354,751	245,879	120,683
620-41901	INTEREST REVENUE	7,000	-	277	4.0%	6,723	3,058	(2,781)
620-41902	INSURANCE RECOVERIES	-	-	-	0.0%	-	-	-
620-41922	REBATE REVENUE	15,000	-	-	0.0%	15,000	9,982	(9,982)
620-41924	MISC REVENUE	-	-	-	0.0%	-	-	-
620-41926	SCRAP METAL RECOVERY	-	-	-	0.0%	-	966	(966)
620-49010	TRANSFER FROM GENERAL FUND	-	-	-	0.0%	-	301	(301)
*** TOTAL REVENUE ***		4,090,715	411,000	1,889,976	46.2%	2,200,738	1,736,215	153,762
620-SANITATION FUND- DETAIL								
EXPENSE								
SUPPLIES AND MATERIALS								
620-52130	GARBAGE BAGS	12,493	-	4,966	39.8%	7,527	-	4,966
*** EXPENSE CATEGORY TOTALS ***		12,493	-	4,966	39.8%	7,527	-	4,966
PROF/CONTRACTUAL SERV								
620-53504	ROLL OFFS	453,932	65,966	277,541	61.1%	176,391	259,590	17,951
620-53505	RESIDENTIAL COLLECTION	808,000	-	341,195	42.2%	466,805	348,976	(7,780)
620-53506	COMMERCIAL COLLECTION	1,456,000	17,314	657,769	45.2%	798,231	828,036	(170,267)
620-53508	CITY WIDE CLEAN-UP COLLECTION	82,692	46,524	84,056	101.6%	(1,364)	44,486	39,569
620-53520	JANITORIAL SERVICES	1,450	-	725	50.0%	726	120	604
*** EXPENSE CATEGORY TOTALS ***		2,802,074	129,804	1,361,285	48.6%	1,440,789	1,481,208	(119,923)
MAINTENANCE & REPAIR								



City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
620-54110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		-	-	-	0.0%	-	-	-
OTHER/MISC.								
620-55030	BAD DEBT EXPENSE	20,000	-	-	0.0%	20,000	-	-
*** EXPENSE CATEGORY TOTALS ***		20,000	-	-	0.0%	20,000	-	-
INTERFUND ACTIVITY								
620-59010	TRANSFER TO/FROM GENERAL FUND	1,198,148	99,846	599,074	50.0%	599,074	615,045	(15,971)
620-59570	TRANSFER TO FLEET FUND	13,000	654	13,206	101.6%	(206)	1,138	12,067
*** EXPENSE CATEGORY TOTALS ***		1,211,148	100,500	612,280	50.6%	598,868	616,183	(3,904)
*** TOTAL EXPENSE ***		\$ 4,045,715	\$ 230,304	\$ 1,978,531	48.9%	\$ 2,067,183	\$ 2,097,392	\$ (118,860)



City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL								
REVENUE								
215-41013	PEDC SALES TAX	\$ 1,250,055	\$ 97,944	\$ 694,010	55.5%	\$ 556,045	696,030.13	\$ (2,020)
215-41609	RENT - SUITE B	36,000	3,000	18,000	50.0%	18,000	-	18,000
215-41610	RENT - RESULTS CO	161,583	17,954	107,722	66.7%	53,861	107,722	-
215-41807	ETEX FIBER RECAPTURE	380,000	-	99,381	26.2%	280,619	176,455	(77,075)
215-41901	INTEREST REVENUE	40,000	8,190	61,113	152.8%	(21,113)	26,449	34,664
215-41932	TAH LOAN PYMT	34,064	2,839	17,032	50.0%	17,032	36,108	(19,076)
215-41924	MISC REVENUE	\$ -	\$ -	\$ -	0.0%	\$ -	0.00	\$ -
*** TOTAL REVENUE ***		1,901,702	129,926	997,258	52.4%	904,444	1,042,765	(45,506)
215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL								
EXPENSE								
PERSONNEL								
215-51010	SALARIES & WAGES	185,555	13,048	68,210	36.8%	117,345	41,311	26,899
215-51020	OVERTIME	-	-	-	0.0%	-	-	-
215-51030	LONGEVITY	144	24	120	83.6%	24	63	57
215-51031	CERTIFICATION PAY	-	-	-	0.0%	-	-	-
215-51036	CELL PHONE ALLOWANCE	600	50	277	46.1%	323	175	102
215-51040	SOCIAL SECURITY	13,817	965	5,167	37.4%	8,650	3,260	1,907
215-51050	HEALTH INSURANCE	24,976	2,187	11,195	44.8%	13,781	5,370	5,826
215-51061	WORKER'S COMPENSATION	619	54	281	45.5%	338	37	244
215-51070	RETIREMENT	25,981	1,901	9,847	37.9%	16,134	5,863	3,984
*** EXPENSE CATEGORY TOTALS ***		251,691	18,229	95,098	37.8%	156,594	56,078	39,019
SUPPLIES AND MATERIALS								
215-52010	OFFICE SUPPLIES/EQUIPMENT	3,000	6	639	21.3%	2,361	1,400	(761)
215-52020	POSTAGE	250	-	60	23.8%	191	-	60
215-52091	FURNITURE & OFFICE EQUIPMENT	2,000	-	575	28.8%	1,425	103	472
*** EXPENSE CATEGORY TOTALS ***		5,250	6	1,274	24.3%	3,976	1,503	(229)
PROF/CONTRACTUAL SERV								
215-53010	LEGAL SERVICES	55,000	4,715	25,821	46.9%	29,179	16,124	9,697
215-53020	AUDIT & ACCOUNTING SERVICES	5,000	3,374	3,811	76.2%	1,189	3,763	48
215-53030	PROFESSIONAL SERVICES	50,000	-	2,348	4.7%	47,652	8,395	(6,047)
215-53031	CONSULTANT SERVICES	20,000	-	-	0.0%	20,000	-	-
215-53041	CITY ISSUED CELL PHONES	-	-	-	0.0%	-	-	-
215-53090	IT SUPPORT	1,897	152	914	48.2%	984	1,066	(152)
215-53095	SOFTWARE MAINTENANCE	808	52	377	46.6%	431	470	(93)
215-53150	MARKETING SERVICES	50,000	33	23,511	47.0%	26,489	12,825	10,686
215-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	10	(10)
215-53315	VEHICLE LEASE FEES	-	-	-	0.0%	-	191	(191)
215-53330	CITY-PAID EXPENSES	-	-	-	0.0%	-	-	-



City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
215-53500	LEGAL NOTICES	6,000	-	-	0.0%	6,000	234	(234)
215-53501	COMMUNICATIONS	-	-	693	0.0%	(693)	297	396
215-53509	MEMBERSHIPS & SUBSCRIPTIONS	20,000	903	16,800	84.0%	3,200	7,350	9,450
215-53510	TRAVEL AND TRAINING	10,000	2,413	3,531	35.3%	6,469	567	2,964
215-53512	PRINTING SERVICES	-	-	-	0.0%	-	1,502	(1,502)
215-53514	TML INSURANCE	9,000	-	12,135	134.8%	(3,135)	6,827	5,308
215-53520	JANITORIAL SERVICES	9,000	550	5,050	56.1%	3,950	1,965	3,085
215-53617	PROJECTS SUPPORT GRANTS	800,000	-	100,000	12.5%	700,000	-	100,000
215-53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	-	-	0.0%	25,000	-	-
215-53663	COM DEV GRANT-GENERAL PROGRAM	75,000	-	-	0.0%	75,000	10,000	(10,000)
215-53664	BLDG IMPROVEMENT GRANT PROG	150,000	-	26,200	17.5%	123,800	-	26,200
215-53665	PRIOR YEAR BLDG IMPROV GRANTS	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		1,286,705	12,193	221,190	17.2%	1,065,515	71,585	149,605
MAINTENANCE & REPAIR								
215-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	320	34,885	34.9%	65,115	14,846	20,039
215-54120	EQUIPMENT REPAIR/MAINT EXP	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		100,000	320	34,885	34.9%	65,115	14,846	20,039
UTILITIES								
215-54500	UTILITIES - ELECTRIC	7,500	328	2,451	32.7%	5,049	3,180	(728)
215-54501	UTILITIES - WATER/SEWER	4,000	350	1,750	43.8%	2,250	1,444	306
215-54503	PHONES/INTERNET	4,000	537	2,588	64.7%	1,412	2,580	8
*** EXPENSE CATEGORY TOTALS ***		15,500	1,215	6,790	43.8%	8,710	7,204	(414)
OTHER/MISC.								
215-55002	EVENTS & PROMOTIONS	-	-	-	0.0%	-	-	-
215-55009	BUSINESS RETENTION/EXPANSION	15,000	820	1,128	7.5%	13,872	-	1,128
215-55066	COMMUNITY EVENTS	-	-	-	0.0%	-	100	(100)
215-55067	HOSPITAL DEMOLITION	-	-	-	0.0%	-	-	-
215-55200	MEETING MEALS	3,000	156	1,215	40.5%	1,785	1,172	43
*** EXPENSE CATEGORY TOTALS ***		18,000	976	2,344	13.0%	15,656	1,272	1,071
DEBT SERVICE								
215-56005	REVENUE BOND PRIN PAYMENT	455,481	-	42,042	9.2%	413,439	46,480	(4,437)
215-56050	INTEREST- BONDED DEBT	130,484	-	22,749	17.4%	107,736	21,830	918
215-56054	PAY/ESCROW AGENT FEES	30,000	-	55,340	184.5%	(25,340)	-	55,340
*** EXPENSE CATEGORY TOTALS ***		615,966	-	120,131	19.5%	495,835	68,310	51,821
CAPITAL OUTLAY								
215-58000	CAPITAL OUTLAY	55,936	-	2,338,481	4180.6%	(2,282,545)	-	2,338,481
*** EXPENSE CATEGORY TOTALS ***		55,936	-	2,338,481	4180.6%	(2,282,545)	-	2,338,481



City of Palestine, Texas
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
INTERFUND ACTIVITY								
215-59010	TRANSFER TO/FROM GENERAL FUND	48,404	2,614	15,686	32.4%	32,719	15,686	-
215-59570	TRANSFER TO FLEET FUND	<u>250</u>	<u>-</u>	<u>56</u>	<u>22.2%</u>	<u>194</u>	<u>-</u>	<u>56</u>
*** EXPENSE CATEGORY TOTALS ***		<u>48,654</u>	<u>2,614</u>	<u>15,741</u>	<u>32.4%</u>	<u>32,913</u>	<u>15,686</u>	<u>56</u>
*** TOTAL EXPENSE ***		<u><u>\$ 2,397,702</u></u>	<u><u>\$ 35,553</u></u>	<u><u>\$ 2,835,934</u></u>	<u><u>118.3%</u></u>	<u><u>\$ (438,232)</u></u>	<u><u>\$ 236,484</u></u>	<u><u>\$ 2,599,450</u></u>



City of Palestine, Texas
Financial Statement
As of March 31, 2024

NON MAJOR FUNDS SUMMARY

	200	240	250	251	252	260	270
	HOTEL	AIRPORT	MUNICIPAL COURT	MUNICIPAL	MUNICIPAL	PD FORFEITURE FUND	COMMUNITY FOREST
Beginning Fund Balance	\$ 1,393,016	\$ 29,056	\$ 75,562	\$ 55,426	\$ 73,037	\$ 69,664	\$ 2,877
REVENUE							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	-	-	-	-	-
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	4,677	3,862	9,099	-	-
LEASE/RENTAL REVENUE	-	11,838	-	-	-	-	-
CHARGES FOR SERVICE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	3,248	-
OTHER INCOME	346,454	4,550	1,260	923	1,839	2,520	102
INTERFUND ACTIVITY	-	153,816	-	-	-	-	-
Total	346,454	170,204	5,937	4,785	10,938	5,768	102
EXPENSE							
PERSONNEL	90,354	-	-	-	-	-	-
SUPPLIES AND MATERIALS	17,686	27,340	-	1,526	-	-	-
PROF/CONTRACTUAL SERV	81,134	30,457	-	-	-	-	9,870
MAINTENANCE & REPAIR	468	33,329	-	-	-	-	-
UTILITIES	7,425	4,645	-	-	-	-	-
OTHER/MISC.	193,413	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
INTERFUND ACTIVITY	15,696	1,068	-	-	-	-	-
Total	406,176	96,839	-	1,526	-	-	9,870
Surplus (Deficit)	(59,722)	73,365	5,937	3,259	10,938	5,768	(9,768)
Ending Fund Balance	\$ 1,333,294	\$ 102,421	\$ 81,499	\$ 58,685	\$ 83,975	\$ 75,431	\$ (6,891)

NON MAJOR FUNDS SUMMARY

	271	280	290	400	740	770	
	PERPETUAL CEMETERY FUND	GRANTS	STREET MAINTENANCE / REPAIR TAX	GENERAL CIP FUND	EQUIPMENT REPLACEMENT	FLEET FUND	TOTAL NON MAJOR FUNDS
Beginning Fund Balance	\$ 232,103	\$ 21,766	\$ 746,530	\$ 22,084,037	\$ 834,893	\$ (77,634)	\$ 25,540,333
REVENUE							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	347,005	-	-	-	347,005
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	-	-	-	-	17,638
LEASE/RENTAL REVENUE	-	-	-	-	-	-	11,838
CHARGES FOR SERVICE	9,750	-	-	-	-	8,579	18,329
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	3,248
OTHER INCOME	3,588	351	-	380,921	-	50,774	793,284
INTERFUND ACTIVITY	-	-	-	-	-	377,212	531,028
Total	13,338	351	347,005	380,921	-	436,566	1,722,370
EXPENSE							
PERSONNEL	-	-	-	-	-	97,600	187,955
SUPPLIES AND MATERIALS	-	-	-	-	-	191,764	238,316
PROF/CONTRACTUAL SERV	-	-	-	-	-	5,874	127,336
MAINTENANCE & REPAIR	30,383	-	51,333	-	-	121,024	236,537
UTILITIES	-	-	-	-	-	5,435	17,505
OTHER/MISC.	-	-	-	-	-	-	193,413
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	515,550	-	15,936	531,486
INTERFUND ACTIVITY	-	-	-	-	-	-	16,764
Total	30,383	-	51,333	515,550	-	437,633	1,549,310
Surplus (Deficit)	(17,045)	351	295,672	(134,629)	-	(1,068)	173,060
Ending Fund Balance	\$ 215,058	\$ 22,117	\$ 1,042,202	\$ 21,949,409	\$ 834,893	\$ (78,701)	\$ 25,713,393



City of Palestine, Texas

Summary of Cash and Investment Activity

For the Month Ending: March 31, 2024

	Par Value	Book Value	Market Value	Ratio Market-to-Book Value	
Beginning Balances					
Cash	\$ 22,887,934.45	\$ 22,887,934.45	\$ 22,887,934.45	100.00%	
Investments	38,132,805.64	38,132,805.64	38,132,805.64	100.00%	
Total	\$ 61,020,740.09	\$ 61,020,740.09	\$ 61,020,740.09	100.00%	
Activity					
Cash	(\$1,730,266.79)	(1,730,266.79)	(1,730,266.79)		
Investments					
Net Accretion & Amortization	(73,333.33)	(73,333.33)	(73,333.33)		
Purchases	-	-	-		
Maturities/Calls	-	-	-		
Changes to Market Value	-	-	(\$146,433.75)		
Withdrawals/Deposits	650,000.00	650,000.00	650,000.00		
Interest Earnings	\$145,073.08	\$145,073.08	\$145,073.08		
Net Monthly Activity	(\$1,008,527.04)	(1,008,527.04)	(1,154,960.79)		
Ending Balances					
Cash	21,157,667.66	21,157,667.66	21,157,667.66	100.00%	
Investments	38,854,545.39	38,854,545.39	38,708,111.64	99.62%	
Total	\$ 60,012,213.05	\$ 60,012,213.05	\$ 59,865,779.30	99.76%	



City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: March 31, 2024

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Prosperity Bank - Cash	\$6,026,607		\$ 100.000	0.200%	\$6,026,607	\$ 6,026,607	\$ 6,026,607	\$ -	1
N/A	N/A	N/A	BNY Mellon - Cash Reserve	225,018		100.000	0.143%	225,018	225,018	225,018	-	1
N/A	N/A	N/A	TexSTAR - Local Government Investment Pool	9,651,378		100.000	5.040%	9,651,378	9,651,378	9,651,378	-	1
N/A	N/A	N/A	TexSTAR - General Obligation Bond 2014	10,478,345		100.000	5.040%	10,478,345	10,478,345	10,478,345	-	1
N/A	N/A	N/A	FNC - Cash, Money Funds, & Bank Deposits	119,666		100.000	0.010%	119,666	119,666	119,666	-	1
N/A	N/A	N/A	FNC PEDC - Cash, Money Funds, & Bank Deposits	25,814		100.000	0.010%	25,814	25,814	25,814	-	1
1/13/2022	1/13/2025	3130AQGT4	Bond - Federal Home Loan Bank	992,500		100.000	1.100%	992,500	992,500	969,990	(22,510)	288
2/18/2022	2/18/2025	3130AQRN5	Bond - Federal Home Loan Bank	997,000		100.000	1.150%	997,000	997,000	974,610	(22,390)	324
4/5/2022	4/5/2025	14042TFC6	CD - Capital One Bank	250,000		100.000	2.580%	250,000	250,000	243,738	(6,263)	370
2/18/2022	2/18/2025	05580AJ39	CD - BMW Bank North America	200,000		100.000	1.460%	200,000	200,000	193,612	(6,388)	324
1/21/2022	1/21/2025	38149MU35	CD - Goldman Sachs	250,000		100.000	2.080%	250,000	250,000	241,765	(8,235)	296
5/11/2022	5/19/2025	02007GRK1	CD - Ally Bank	250,000		100.000	3.100%	250,000	250,000	244,603	(5,398)	414
5/11/2022	5/19/2025	0258ACS9	CD - American Express	250,000		100.000	3.100%	250,000	250,000	244,625	(5,375)	414
5/11/2022	5/19/2025	140442RRH6	CD - Capital One National Bank	250,000		100.000	3.100%	250,000	250,000	244,625	(5,375)	414
5/11/2022	5/19/2025	61690UJ43	CD - Morgan Stanley Bank	250,000		100.000	3.150%	250,000	250,000	244,740	(5,260)	414
5/11/2022	5/19/2025	61768JJP9	CD - Morgan Stanley Private Bank	250,000		100.000	3.150%	250,000	250,000	244,740	(5,260)	414
5/25/2022	5/27/2025	06740KQN0	CD- Barclays Bank	250,000		100.000	3.050%	250,000	250,000	244,398	(5,603)	422
5/25/2022	5/27/2025	254673E69	CD - Discover Bank	250,000		100.000	3.100%	250,000	250,000	244,538	(5,463)	422
6/30/2022	8/30/2024	87164DTM2	CD - Synovus Bank	250,000		100.000	3.200%	250,000	250,000	247,748	(2,253)	152
6/30/2022	6/30/2025	90348J4C1	CD - UBS Bank	250,000		100.000	3.300%	250,000	250,000	244,828	(5,173)	456
7/22/2022	7/22/2025	87164XN36	CD - Synchrony Bank	250,000		100.000	3.050%	250,000	250,000	244,558	(5,443)	478
7/25/2022	7/25/2025	32022RRW9	CD - First Financial Bank	250,000		100.000	3.050%	250,000	250,000	243,723	(6,278)	481
9/28/2022	9/29/2025	307811EZ8	CD - Farmers & Merchants Bank	250,000		100.000	3.750%	250,000	250,000	245,658	(4,343)	547



City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: March 31, 2024

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
9/29/2022	9/29/2025	8266GET7	CD - Signature Bank	250,000		100.000	4.050%	250,000	250,000	246,693	(3,308)	547
9/30/2022	9/30/2025	32112UEC1	CD - First National Bank	250,000		100.000	3.750%	250,000	250,000	245,628	(4,373)	548
9/30/2022	9/30/2025	52470QCA0	CD - Legacy Bank & Trust	250,000		100.000	4.000%	250,000	250,000	246,533	(3,468)	548
10/7/2022	4/7/2025	84229LAX0	CD - Southern Bank	250,000		100.000	3.740%	250,000	250,000	246,400	(3,600)	372
10/13/2022	10/14/2025	07815ACD7	CD - Bell St Bank & Trust	250,000		100.000	4.210%	250,000	250,000	247,005	(2,995)	562
10/14/2022	4/14/2025	620476BB6	CD - Mound City Bank	250,000		100.000	4.160%	250,000	250,000	247,505	(2,495)	379
10/26/2022	10/28/2024	23204HLJ5	CD - Customers Bank	250,000		100.000	4.510%	250,000	250,000	248,903	(1,098)	211
10/28/2022	10/28/2025	319477AN5	CD - First Citizens Bank & Trust	250,000		100.000	4.160%	250,000	250,000	248,990	(1,010)	576
11/15/2022	8/15/2024	66476QDC9	CD - Northern Bank & Trust	250,000		100.000	4.750%	250,000	250,000	249,468	(533)	137
9/20/2019	9/20/2025	182001541	CD - Prosperity Bank	166,319		100.000	1.900%	166,319	166,319	166,319	-	538
9/20/2020	9/20/2024	182001540	CD - Prosperity Bank	163,036		100.000	0.500%	163,036	163,036	163,036	-	173
9/27/2022	10/15/2024	62384RAQ9	CD - Mountain Amer Cr Un	249,000		100.000	4.750%	249,000	249,000	248,275	(725)	198
11/23/2022	11/24/2025	849061AA4	CD - Spokane Teachers Cr Un	248,000		100.000	5.000%	248,000	248,000	248,308	308	603
11/28/2022	5/28/2024	397129AJ6	CD - Greenwood Cr Un	248,000		100.000	4.950%	248,000	248,000	247,851	(149)	58
11/28/2022	11/28/2025	07181JAX	CD - Baxter Cr Un	248,000		100.000	4.950%	248,000	248,000	248,124	124	607
12/30/2022	12/30/2025	01882MAD4	CD - Alliant Cr Un	248,000		100.000	5.100%	248,000	248,000	248,841	841	639
12/23/2022	12/23/2024	9497634P8	CD - Wells Fargo Bank (PEDC)	249,000		100.000	4.750%	249,000	249,000	247,713	(1,287)	267
1/20/2023	7/22/2024	564759RU4	CD - Manufacturers & Traders Tr Co (PEDC)	244,000		100.000	4.600%	244,000	244,000	243,414	(586)	113
1/31/2023	7/31/2024	33651FAH2	CD - First Source Fed Cr Un	250,000		100.000	4.750%	250,000	250,000	249,508	(493)	122
2/15/2023	2/14/2025	369674CJ3	CD - General Electric Cr Un	248,000		100.000	5.000%	248,000	248,000	247,653	(347)	320
2/24/2023	2/24/2025	87868YAJ2	CD - Technology Cr Un San Jose	248,000		100.000	5.000%	248,000	248,000	247,648	(352)	330
3/8/2023	3/8/2028	011852AE0	CD - Alaska USA Fed Cr Un	249,000		100.000	4.600%	249,000	249,000	251,166	2,166	1438
3/10/2023	3/10/2028	92891CCZ3	CD - Vystar Cr Un	249,000		100.000	4.550%	249,000	249,000	250,741	1,741	1440



City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: March 31, 2024

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
5/24/2023	5/27/2025	59001PAT6	CD - Meritrust Fed Cr Un	150,000		100.000	5.000%	150,000	150,000	150,626	626	422
5/30/2023	5/30/2025	67054NBG7	CD - Numerica Cr Un	250,000		100.000	5.000%	250,000	250,000	249,888	(113)	425
6/21/2023	6/22/2026	14919NAA8	CD - Catholic and Community Cr Un	250,000		100.000	5.300%	250,000	250,000	250,050	50	813
7/14/2023	7/14/2028	91739JAA3	CD - Utah First Fed Cr Un	249,000		100.000	4.750%	249,000	249,000	258,865	9,865	1566
5/12/2023	12/30/2024	3134GXB29	Bond - Federal Home Ln Mtg Corp (CIP)	4,962,500		100.000	4.000%	4,962,500	4,962,500	4,958,650	(3,850)	274
2/16/2024	2/14/2025	3135GAP62	Bond - Federal Natl Mtg Assn (CIP)	1,000,000		100.000	5.210%	1,000,000	1,000,000	997,560	(2,440)	320
2/28/2024	3/1/2027	01025RAP4	SH CTF - Alabama Cr Un	250,000		100.000	4.500%	250,000	250,000	249,035	(965)	1065
2/28/2024	3/1/2027	30960QAW7	SH CTF - Farmers ins Group Fed Cr Un	250,000		100.000	4.500%	250,000	250,000	249,035	(965)	1065
Totals/Weighted Average				\$45,135,183			3.808%	\$45,135,183	\$ 45,135,183	\$ 44,988,749	\$ (146,434)	171
Benchmark - 4 Weeks Coupon Equivalent- Treasury Bill Rate							5.390%					



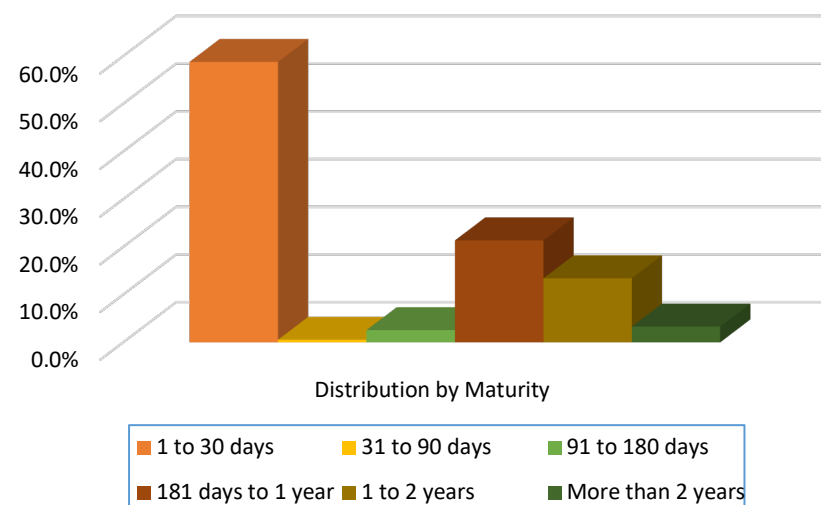
City of Palestine, Texas

Summary of Cash and Investment Activity

For the Month Ending: March 31, 2024

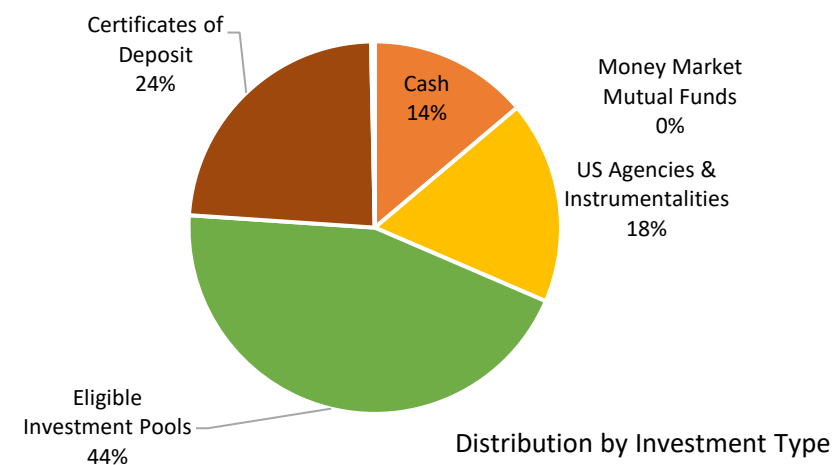
Distribution by Maturity

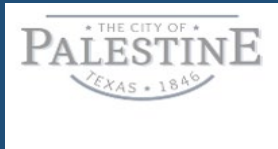
	Par Value	Percent
1 to 30 days	\$26,526,828	58.8%
31 to 90 days	248,000	0.5%
91 to 180 days	1,157,036	2.6%
181 days to 1 year	9,646,000	21.4%
1 to 2 years	6,060,319	13.4%
More than 2 years	1,497,000	3.3%
	<u>\$ 45,135,183</u>	<u>100.0%</u>



Distribution by Investment Type

	Book Value	Percent
Cash	\$6,251,625	13.9%
US Agencies & Instrumentalities	7,952,000	17.6%
Eligible Investment Pools	20,129,722	44.6%
Certificates of Deposit	10,656,355	23.6%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds	145,480	0.3%
Repurchase Agreements	-	0.0%
	<u>\$ 45,135,183</u>	<u>100.0%</u>






City of Palestine, Texas
Cash and Investment Distribution by Fund
For the Month Ending: March 31, 2024

Transaction Information		010	200	215	240	250	251	252
Description	Security Type	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECON. DEV. CORP. (PEDC)	AIRPORT FUND	MUNICIPAL COURT - BLDG. SECURITY	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY
TexSTAR	Investment Pool	\$ 6,567,889	\$ 492,976	\$ 1,122,675	\$ 74,199	\$ 30,654	\$ 22,073	45,727
FNC/Pershing	Cash, Money Funds, & Bank Dep.	\$ 83,032	\$ 6,232	\$ 40,007	\$ 938	\$ 388	\$ 279	578
CD's	Certificates of Deposit	\$ 7,745,827	\$ 581,390	\$ 1,817,025	\$ 87,507	\$ 36,151	\$ 26,032	53,928
Total of Investments		14,396,748	1,080,598	2,979,707	162,644	67,193	48,384	100,234
Cash		765,023	392,265	8,643	3,571	2,571	5,326	6,973
Total Investments & Cash		15,161,771	1,472,863	2,988,350	166,215	69,764	53,710	107,207

Transaction Information		260	270	271	280	281	290	310
Description	Security Type	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
TexSTAR	Investment Pool	59,866	(2,598)	80,887	8,319	-	348,109	49,257
FNC/Pershing	Cash, Money Funds, & Bank Dep.	757	(33)	1,023	105	-	4,401	623
CD's	Certificates of Deposit	70,603	(3,064)	95,394	9,811	-	410,541	58,091
Total of Investments		131,227	(5,694)	177,304	18,235	-	763,051	107,970
Cash		9,422	57,421	969	-	-	40,547	(303)
Total Investments & Cash		140,648	51,727	178,273	18,235	\$ -	\$ 803,599	107,668

Transaction Information		400	610	620	740	770	TOTAL
Description	Security Type	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION	EQUIPMENT REPLACEMENT FUND	FLEET FUND	
TexSTAR	Investment Pool	10,475,724	743,231	(4,698)	-	15,432	20,129,722
FNC/Pershing	Cash, Money Funds, & Bank Dep.	(33)	7,049	(59)	-	195	145,480
CD's	Certificates of Deposit	9,621,962	657,550	(5,541)	-	18,199	21,281,408
Total of Investments		20,097,653	1,407,830	(10,298)	-	33,826	41,556,610
Cash		1,797	289,962	(547)	5,737	(305)	1,589,073
Total Investments & Cash		\$ 20,099,451	\$ 1,697,791	\$ (10,845)	\$ 5,737	\$ 33,521	\$ 43,145,683



City of Palestine, Texas

Summary of Investment Earnings by Fund

For the Month Ending: March 31, 2024

Description	010	200	215	240	250	251	252
	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECONOMIC DEV. CORP. (PEDC)	AIRPORT	MUNICIPAL COURT - BLDG SECURITY FUND	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY FEES
Bank Interest	268.51	20.15	101.62	3.03	1.25	0.90	1.87
TexSTAR	28,790.01	2,160.93	4,921.19	325.25	134.37	96.76	200.44
FNC/Pershing	300.87	22.58	144.67	3.40	1.40	1.01	2.09
CD's	19,631.63	1,473.52	5,260.64	221.78	91.62	65.98	136.68
Total	48,991.02	3,677.19	10,428.12	553.47	228.65	164.65	\$ 341.09

Description	260	270	271	280	281	290	310
	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
Bank Interest	2.45	(0.11)	3.31	0.34	-	14.23	2.01
TexSTAR	262.42	(11.39)	354.56	36.47	-	1,525.92	215.91
FNC/Pershing	2.74	(0.12)	3.71	0.38	-	15.95	2.26
CD's	178.94	(7.77)	241.77	24.87	-	1,040.51	147.23
Total	446.55	(19.38)	603.35	62.05	-	2,596.60	367.41

Description	400	610	620	740	770	TOTAL
	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION FUND	EQUIPMENT REPLACEMENT FUND	FLEET FUND	
Bank Interest	(0.11)	344.09	(0.19)	-	0.63	764.00
TexSTAR	46,931.97	3,275.87	(20.59)	-	67.64	89,267.74
FNC/Pershing	(0.12)	25.54	(0.22)	-	0.71	526.86
CD's	18,263.88	1,666.55	(14.04)	-	46.13	48,469.92
Total	\$ 65,195.62	\$ 5,312.05	\$ (35.04)	\$ -	\$ 115.11	\$ 139,028.52

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



Andrew Sibai
Finance Director



Agenda Date: May 13, 2024
To: City Council
From: Susan Davis, Planning Technician
Agenda Item: Development Services Report April 2024
Date Submitted: 05/08/2024

SUMMARY:

April 2024 Development Services Report.

RECOMMENDED ACTION:

No action required.

CITY MANAGER APPROVAL:

Attachments

Department Report



DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
April 1-30, 2024

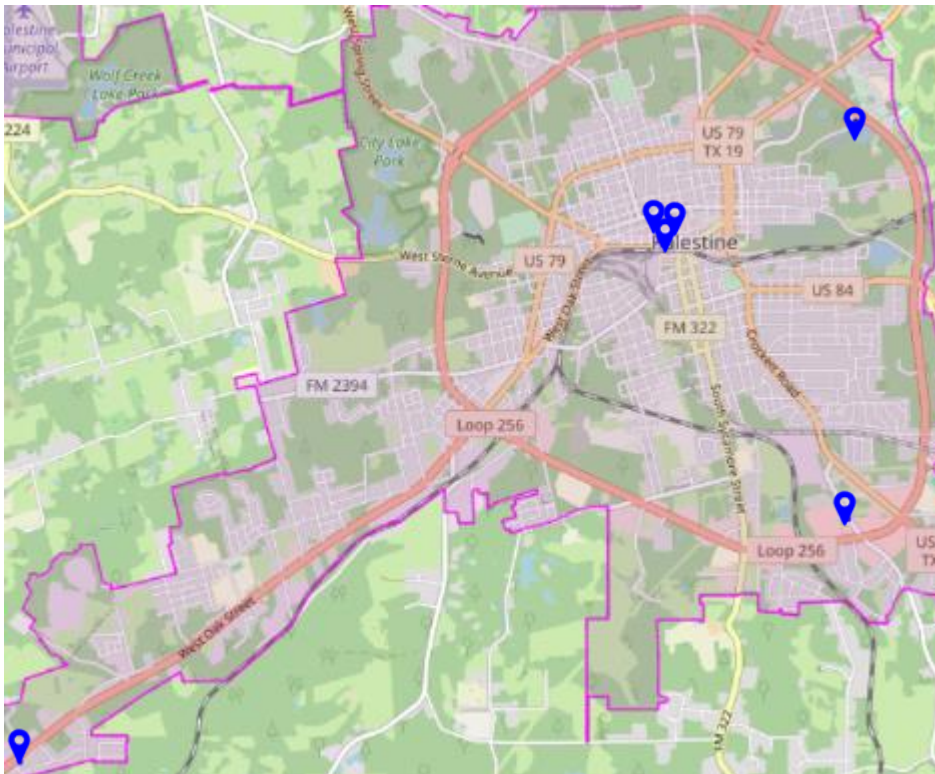
PERMITTING TOTALS

BUILDING and LICENSE PERMITS

Permit Type	April Permit Count	April Permit Fees	Permit Count / Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	20	\$25,224	93	\$136,689
CERTIFICATE OF OCCUPANCY	8	\$600	4	\$2,840
DRIVEWAY	2	\$100	6	\$300
FENCE	0	\$0	15	\$750
ROOFING	5	\$883	27	\$1,461
DEMOLITION	5	\$375	16	\$1,055
GRADING	0	\$0	13	\$5,100
COMMERCIAL ELECTRICAL	5	\$175	32	\$2,105
RESIDENTIAL ELECTRICAL	9	\$1,059	81	\$6,514
MECHANICAL	4	\$670	16	\$1,670
GAS TEST	6	\$630	63	\$3,738
PLUMBING	10	\$735	65	\$3,892
SIGN	2	\$50	17	\$1,525
SPECIFIC USE	1	\$300	7	\$1,050
CONTRACTOR LICENSE	8	\$1,000	73	\$9,176
HEALTH PERMITS	8	\$4,775	185	\$38,775
Totals:	93	\$36,536	751	\$216,640

CERTIFICATES OF OCCUPANCY ISSUED

Name	Address	Description
HAILYE PROPERTY INVESTMENTS	5424 W OAK ST.	CLEAN AND SHOW ONLY
FRINGE	310 W OAK ST	HAIR SALON
CAPITAL GAINS LIQUOR	320 W MAIN ST	LIQUOR SALES
EAST TEXAS BEEF PROCESSORS	513 OLD ELKHART 3-B	FOOD PRODUCT SALES
DOGWOOD EMBROIDERY	404 W OAK ST	EMBROIDERY SERVICES
TITANIUM CHEER AND TUMBLE	1312 MOODY ST	GYMNASIUM SERVICES

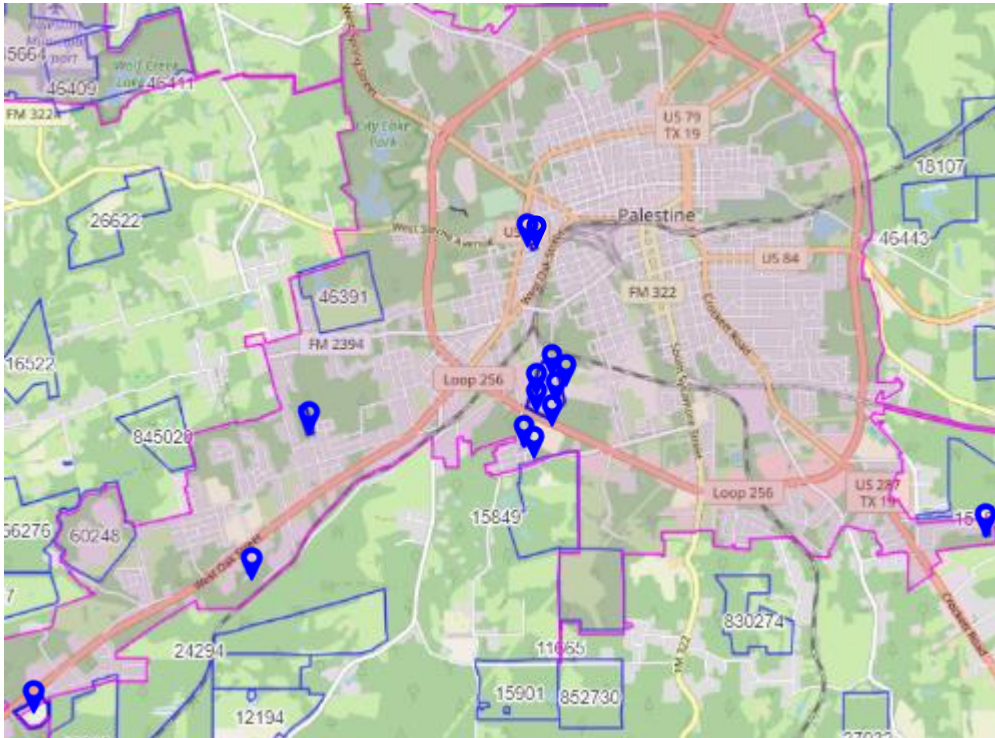


PERMITTING PROJECTS / NEW BUSINESS OCCUPANCIES

RESIDENTIAL CONSTRUCTION IN PROGRESS

Address	Square Feet	Estimated Value
710 Old Tucker Trl	5,000	\$124,000
300 Cartmell Lakes	5434	\$399,000
108 Elmwood Cir.	3295	\$225,000
110 Elmwood Cir.	3295	\$225,000

126 Cartmell Lakes	2355	\$210,000
315 Cedarvale St	1190	\$110,000
105 Cartmell Lakes	2355	\$210,000
101 Holly Tree	3970	\$475,000
128 Cartmell	1607	\$170,000
305 Lone Oak Dr	600	\$30,000
131 Cartmell Circle	1607	\$170,000
132 Cartmell Circle	1607	\$170,000
510 W Hamlett St	936	\$130,000
502 W Hamlett St	936	\$130,000
Total		\$1,485,000



COMMERCIAL CONSTRUCTION UNDER REVIEW

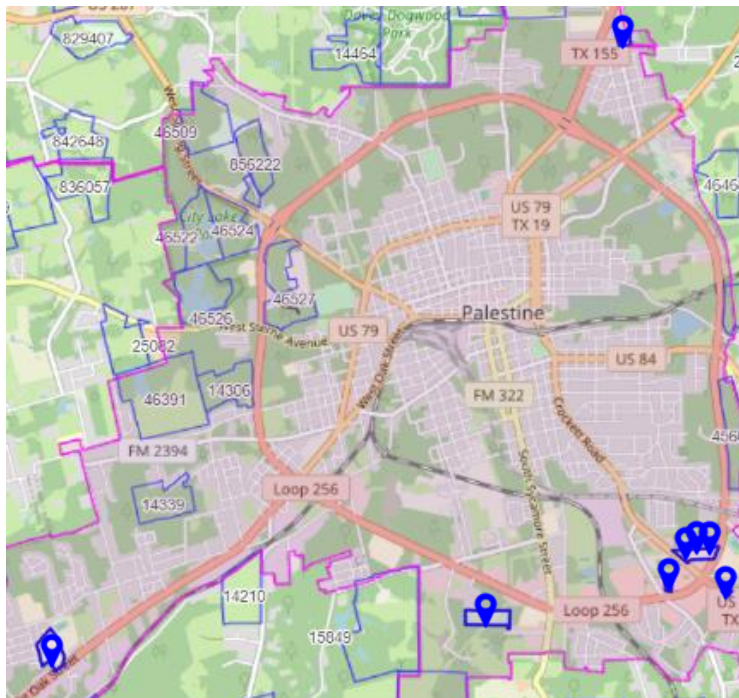
Name	Address	Description
CALLIZO AROMAS	2220 W REAGAN ST	FRAGRANCE MANUFACTURER
MEDI-SPA	2232 S SYCAMORE ST	REJUVENATION SPA
OAKWOOD STORAGE	4001 W OAK ST	SELF STORAGE UNITS

BUREAU VERITAS SUBMISSIONS

Project	Status
THE RESERVE AT PALESTINE	REVISIONS SUBMITTED FOR REVIEW
OAKWOOD STORAGE	WAITING FOR COMMENT RESPONSES
MEDI-SPA	WAITING FOR COMMENT RESPONSES

COMMERCIAL CONSTRUCTION IN PROGRESS

Name	Address	Description	Valuation
ALDI	2117 S. Loop 256	Grocery Store	\$2,300,043
ULTA BEAUTY #1845	2024 Crockett Rd	Retail Store	\$1,100,000
WESTWOOD JR HIGH	1801 Panther Blvd	School Building	\$31,760,946
THE RESERVE AT PALESTINE	3308 S Loop 256	Senior Apartments	\$12,300,000
RED OAK GROVE APARTMENTS	712 Gardner Dr	Interior renovation of existing apartment building	\$3,168,000
J & G FISHMORE PROPERTIES	2212 Crockett Rd	Smoothie King and retail spaces	\$1,000,000
ROSS DRESS FOR LESS	2010 Crockett Rd	Retail Store	\$1,200,000
MARSHALLS	2012 Crockett Rd	Retail Store	\$49,000
TOTAL:			\$52,877,989





Agenda Date: May 13, 2024
To: City Council
From: Shannon Davis, Fire Department Chief
Agenda Item: Fire Chief
Date Submitted: 05/08/2024

SUMMARY:

Monthly Fire Incident Report April 2024

RECOMMENDED ACTION:

No action required

CITY MANAGER APPROVAL:

Attachments

Fire Report
Fire Report

PALESTINE FD

04/01/2024 - 04/30/2024 (30 Days)

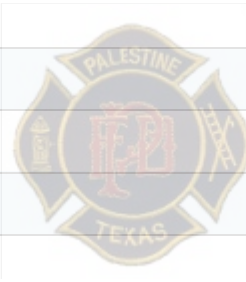
Breakdown by Incident Category

Incident Category	# Incidents	% of Total
Medical	113	52.55%
Public Service	23	10.69%
Accident	21	9.76%
Alarm	16	7.44%
Utility Problem	14	6.51%
Fire	8	3.72%
HazMat	5	2.32%
Canceled	5	2.32%
Unauthorized burning	4	1.86%
Smoke Investigation	2	0.93%
Rescue	1	0.46%
Explosion	1	0.46%
Bomb/Arson Threat	1	0.46%
Other	1	0.46%
Total	215	100%

Detailed Breakdown by Incident Type

Incident Type	# Incidents	% of Total
Alarm system activation, no fire - unintentional	1	0.46%
Animal rescue	1	0.46%
Attempted burning, illegal action, other	1	0.46%
Building fire	3	1.39%
Carbon monoxide detector activation, no CO.	1	0.46%
Dispatched & canceled en route	4	1.86%
Dispatched & canceled prior to checking en route	1	0.46%
Electrical wiring/equipment problem, other	2	0.93%
Emergency medical service incident, other	9	4.18%
Excessive heat, scorch burns with no ignition	1	0.46%

Incident Type	# Incidents	% of Total
Extrication, rescue, other	1	0.46%
False alarm or false call, other	12	5.58%
Fire in motor home, camper, recreational vehicle	1	0.46%
Forest, woods or wildland fire	2	0.93%
Good intent call, other	4	1.86%
Hazardous condition, other	5	2.32%
Medical assist, assist EMS crew	104	48.37%
Mobile property (vehicle) fire, other	1	0.46%
Motor vehicle accident with injuries	7	3.25%
Motor vehicle accident with no injuries	14	6.51%
Outside rubbish, trash or waste fire	1	0.46%
Power line down	12	5.58%
Public service	3	1.39%
Public service assistance, other	12	5.58%
Service Call, other	3	1.39%
Smoke detector activation due to malfunction	1	0.46%
Smoke detector activation, no fire - unintentional	1	0.46%
Smoke scare, odor of smoke	2	0.93%
Special type of incident, other	1	0.46%
Unauthorized burning	4	1.86%
Total	215	100%

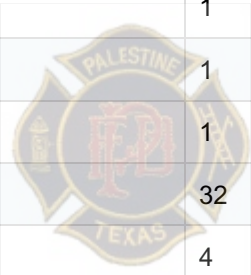


PALESTINE FD

04/01/2024 - 04/30/2024 (30 Days)

Breakdown by Incident Type per Zone

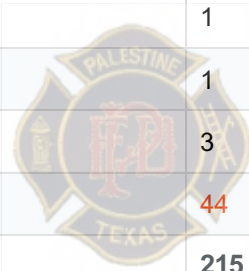
Incident Category	# Incidents	% of Total
Station 1		
111	1	0.46%
122	1	0.46%
141	1	0.46%
311	32	14.88%
320	4	1.86%
322	3	1.39%
324	6	2.79%
400	1	0.46%
444	6	2.79%
500	2	0.93%
550	3	1.39%
553	3	1.39%
561	1	0.46%
611	2	0.93%
651	2	0.93%
700	5	2.32%
743	1	0.46%
745	1	0.46%
900	1	0.46%



Incident Category	# Incidents	% of Total
Total incidents within Station 1	76	35.34%
Station 2		
141	1	0.46%
151	1	0.46%
311	25	11.62%
322	1	0.46%
324	4	1.86%
400	3	1.39%
440	1	0.46%
444	1	0.46%
550	3	1.39%
561	2	0.93%
600	1	0.46%
611	1	0.46%
6111	1	0.46%
700	3	1.39%
733	1	0.46%
746	1	0.46%
Total incidents within Station 2	50	23.25%
Station 3		
111	1	0.46%
130	1	0.46%
251	1	0.46%
311	23	10.69%
320	3	1.39%
322	2	0.93%
324	1	0.46%
400	1	0.46%
440	1	0.46%
444	1	0.46%
550	6	2.79%
600	3	1.39%



Incident Category	# Incidents	% of Total
700	1	0.46%
Total incidents within Station 3	45	20.93%
No Zone Set		
111	1	0.46%
311	24	11.16%
320	2	0.93%
322	1	0.46%
324	3	1.39%
350	1	0.46%
444	4	1.86%
480	1	0.46%
500	1	0.46%
542	1	0.46%
561	1	0.46%
611	1	0.46%
700	3	1.39%
Total incidents without zone set	44	20.46%
Overall Total	215	100%





Agenda Date: May 13, 2024
To: City Council
From: Ana Sanchez, Library Director
Agenda Item: Library Report April 2024
Date Submitted: 05/08/2024

SUMMARY:

Review the Library Director's report, including statistics and charts usage report for April 2024, including the May 2024 calendar of programs and events. The library staff have been promoting the Summer Reading Club during the months of April and May. Summer Reading Club registration began on May 1 and will run from June 1 to July 12, 2024. The purpose and goal of the Summer Reading Club is to encourage and motivate children to read for fun and adults to model and instill the habit and love for reading. Prizes and incentives are offered to participants of all ages. The theme this year is Adventure Begins at Your Library. Texas State Library subscribes to the Collaborative Summer Library Program, which provides access to free graphics, incentives, and promotional items for libraries around the state. The Library Memorial Board pays for prizes and special performers.

RECOMMENDED ACTION:

No action required

CITY MANAGER APPROVAL:

Attachments

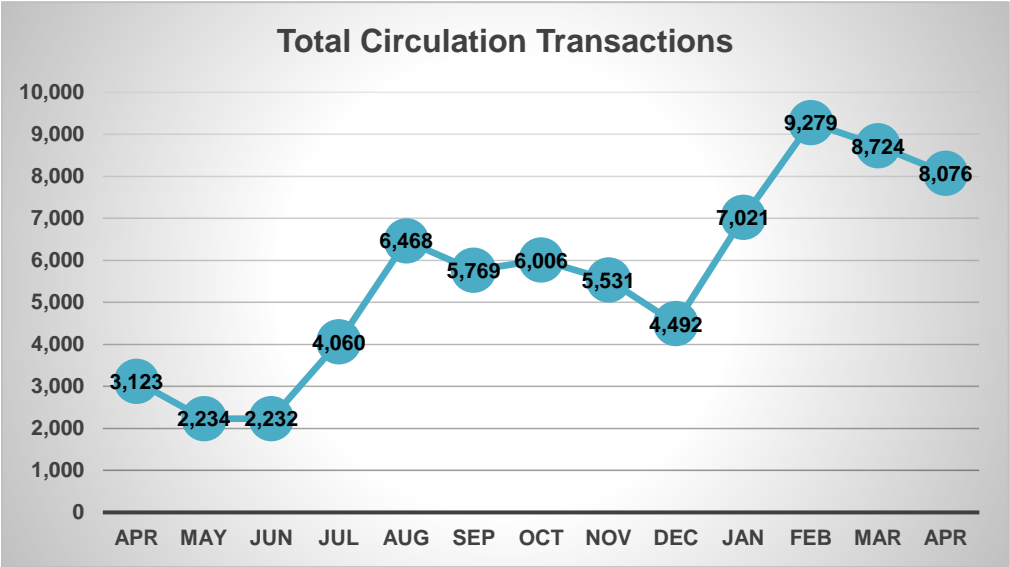
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Library Usage Report

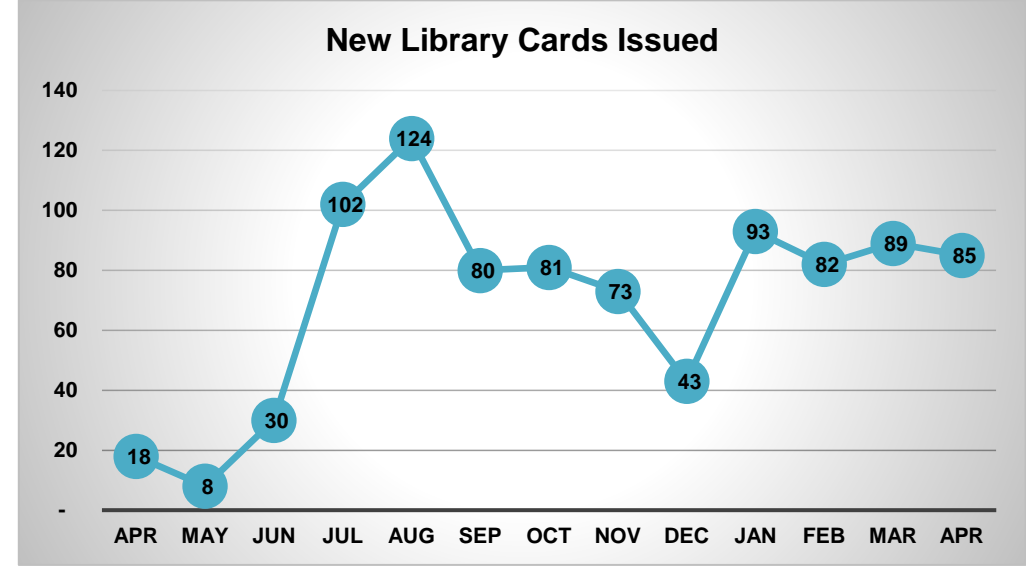
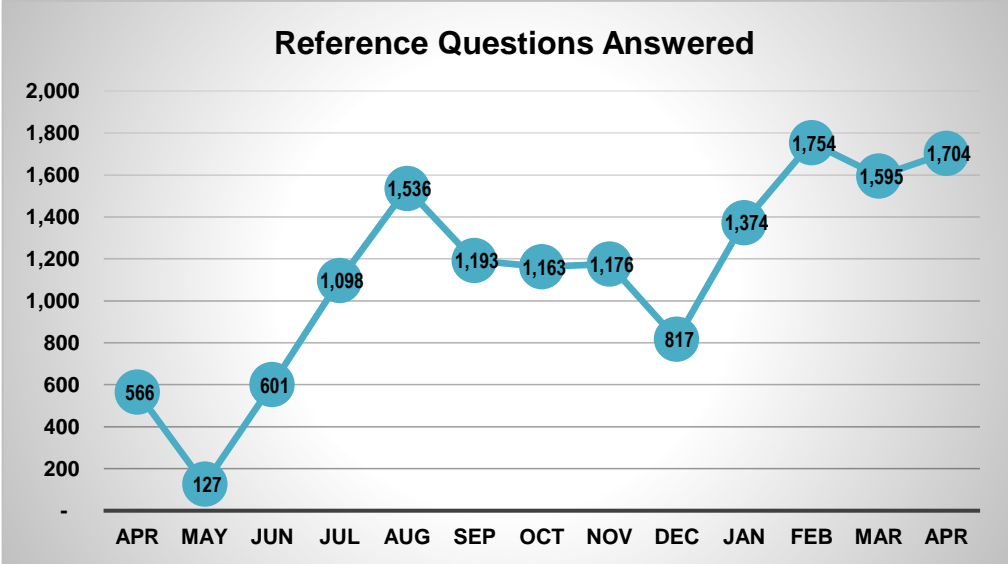
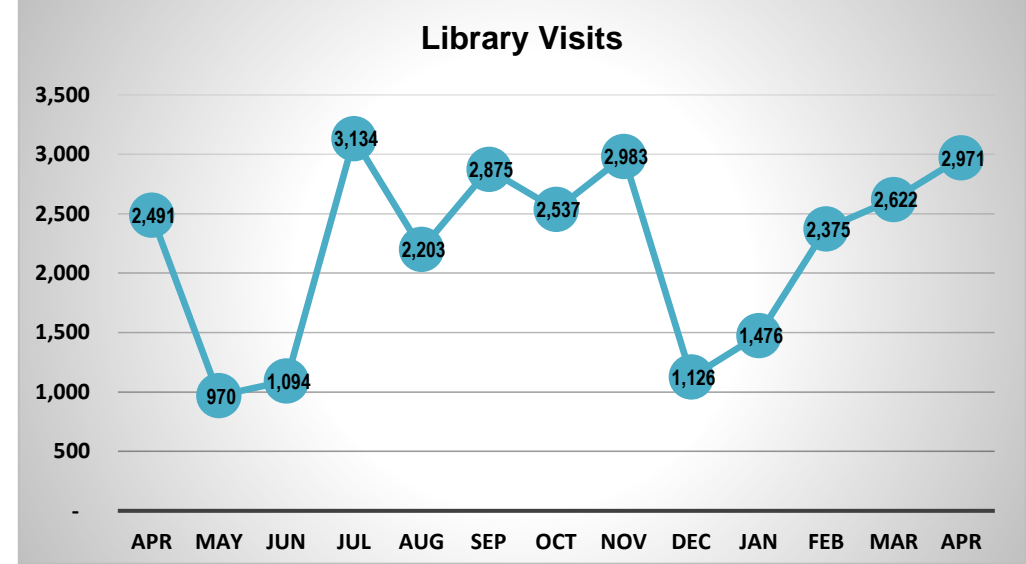
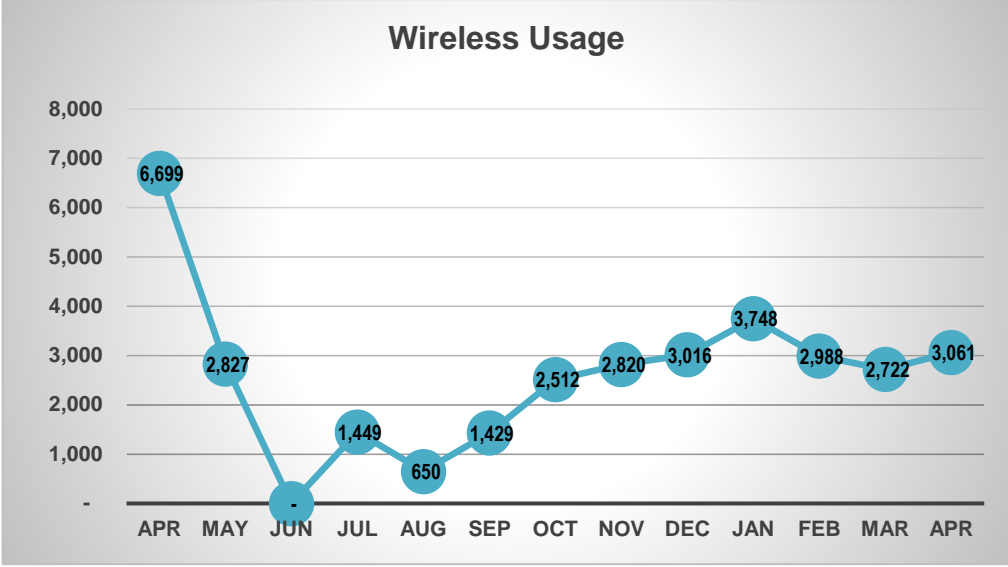
	2023										2024		
Operating Statistics	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Items circulated-Physical Materials (includes check out, check in, renewals, in-house)	2,753	1,390	1,148	2,952	5,315	4,650	4,866	4,348	3,399	5,750	6,186	5,391	5,803
Print	1,858	1,101	1,005	2,517	4,714	4,150	4,257	3,807	2,962	4,750	5,116	4,462	4,978
Audio	134	76	65	194	203	173	182	146	140	317	294	190	150
Video	203	86	78	241	398	327	427	395	297	683	776	739	675
Downloadable audio/ebook usage	928	971	1,084	1,108	1,153	1,119	1,140	1,183	1,093	1,271	3,093	3,333	2,273
Total Circulation Transactions	3,123	2,234	2,232	4,060	6,468	5,769	6,006	5,531	4,492	7,021	9,279	8,724	8,076
Downloadable checkouts as % of total checkouts	29.72%	43.46%	48.57%	27.29%	17.83%	19.40%	18.98%	21.39%	24.33%	18.10%	33.33%	38.20%	28.15%
In-House Use	150	7	25	296	296	486	551	362	301	355	501	414	387
Holds placed on items	17	2	4	21	32	58	44	34	26	38	50	19	24
Fines paid	\$ 532.41	\$ 30.99	\$ 89.45	\$ 174.22	\$ 355.37	\$ 335.09	\$ 354.15	\$521.77	\$268.85	\$708.08	\$774.30	\$523.99	\$ 460.91
Overdue notices sent	81	-	-	-	-	148	302	228	133	172	194	125	143
Items added	34	39	68	80	151	109	56	64	116	70	242	89	72
Items deleted	14,054	14,041	133	236	149	211	113	205	65	111	350	378	276
New library cards issued	18	8	30	102	124	80	81	73	43	93	82	89	85
Reference questions answered	566	127	601	1,098	1,536	1,193	1,163	1,176	817	1,374	1,754	1,595	1,704
Interlibrary Loan Borrow/Loan	-	-	-	-	6	7	11	11	3	18	17	9	26
Library visits	2,491	970	1,094	3,134	2,203	2,875	2,537	2,983	1,126	1,476	2,375	2,622	2,971
Youth programs attendance	70	-	846	343	32	192	226	300	72	69	174	290	416
Adult programs attendance	21	-	37	40	56	31	33	46	80	62	47	67	316
Computer usage	188	-	-	62	311	308	303	243	199	391	368	519	522
Wireless usage	6,699	2,827	-	1,449	650	1,429	2,512	2,820	3,016	3,748	2,988	2,722	3,061

Program Attendance		*Library closed -April 17 in preparation for move to Carnegie	
Youth-Passive	166	Library opened June 12, 2023 at 502 N. Queen Street	
Youth -Active	416	Library Grand Opening July 26-all services available	
Total	582	Library Visit count: Carnegie 1669 and Mall 1465	
Adult-Passive	230		
Adult Active	316		
Total	546		
Teen-Passive	0		
Teen Active	20		
Total	20		
		In- Person Community Outreach	Attendance
		4/6/2024 Literacy Festival-Literacy Festival	128
		4/6/2024 Safe Haven Box	65
		4/24/2024 Story School Career Day	200
		4/27/2024 Farmers Market	40
			433

2023-2024 USAGE REPORT



LIBRARY Closed April 17, 2023-to move to Carnegie
LIBRARY Opened June 12, 2023 at 502 Carnegie
LIBRARY Grand Opening July 26 -all services available



SUNDAY	MONDAY 10-6	TUESDAY 10-6	WEDNESDAY 10-6	THURSDAY	FRIDAY 10-6	SATURDAY 10-1
			Story time 10:30 SRC Registration begins today! 1	Teen Game Night 5:30-7:00 2	Device Advice 10-11 3	4
Closed 5	Lego Block Hour 4:30 6	Stitched with Love crochet/knit group 10-12 7	Story time 10:30 8	TEEN D&D 5:30-7:00 9	Device Advice 10-11 10	11
Closed 12	Chess meet Up 4:30 13	Stitched with Love crochet/knit group 10-12 14	Story time 10:30 15	Teen Art Journaling 5:30-6:30 16	Device Advice 10-11 17	18
Closed 19	20	Stitched with Love crochet/knit group 10-12 21	Story time 10:30 22	TEEN D&D 5:30-7:00 23	Device Advice 10-11 24	Library Closed 25
Closed 26	Library Closed 27	Stitched with Love crochet/knit group 10-12 28	Story time 10:30 29	NO TEEN NIGHT 30	Device Advice 10-11 31	



Agenda Date: May 13, 2024
To: City Council
From: Patsy Smith, Parks and Recreation Director
Agenda Item: Parks Monthly Report
Date Submitted: 05/02/2024

SUMMARY:

Monthly Report for Parks and Recreation Department and Facility Maintenance for April 2024.

RECOMMENDED ACTION:

No Action Required

CITY MANAGER APPROVAL:

Attachments

April Monthly 2024

Parks and Recreation Department

APRIL 2024

Overview

The Parks and Recreation Department incorporates the following divisions.

Parks
Cemeteries
Lakes
Facilities Maintenance

The department includes 9 full time employees. The division oversees 38 individual locations totaling 400 acres that are mowed and weedeated. We also clean 12 park restrooms (This includes toilets and sinks in all locations) daily M-F and handle all trash detail in the parks, cemeteries and Lakes including downtown.

Administration

- Prepared timesheets and turned in invoices for month
- Turned in numerous invoices through out the month of April
- Asst. Director met with Calvery Construction on the completion of the gateway sign at 79 and loop
- Met with Ana at library to get more information on parks and lakes
- Was called into work about a stolen dogwood tree, met with Courtney and was able to find video footage of theft occurring
- Began doing TML property report for HR
- Met with Sue in HR to go over a few more applications
- Met with Angela at chamber to go over parks presentation which is to be done on April 15th
- Spoke to Council Woman Krissy Clark about the Christmas Tree display that will take place on the lawn of the library
- Met with Jimmy from J&K Electrical on replacement of flood lights on front of parks warehouse
- Worked on getting splash pad up and running, had to do some trouble shooting but was able to officially open pad on Wednesday April 3rd, 2024
- Myself, HR and Asst. Director did two more parks interviews
- Met with Rotary at Upper Lake to see progress of metal bridge going in
- Met with Sue at Reagan Park to go over where to place vendors and bounce houses for baby box event
- Met with MoCrete at pool to start replacing rebar for concrete pour
- Director and facilities put in 50 lbs of shock in pool due to alga growth
- Director cleaned out skimmers which were full of leaves and trash
- Director handed out eclipse glasses to all parks employees and advised them they could participate in watch party at Reagan Park

- Director replaced all batteries on controllers for splash pad
- Met with Nelson Garcia at Easthill Cemetery to look over walls that were just rebuilt
- Picked up fallen limbs at Crawford and Deckard Street
- Took photos of washout in roadway at Memorial Cemetery had guys to put out cones and called streets for assistance to repair
- Put together a cost estimate for all city owned buildings in main street for Mary Ann
- Went to pool and backwashed system and drained pool down some due to overflow of rain water
- Had two more interviews on Wednesday April 10th
- Met with Larry from Elkhart Nursing home on creating a Senior Fish Day which we set up for June 1st at Blue Lake
- Called Wilson Fisheries to get 600 catfish delivered day of event for family fish day
- Asst. Director drove to Crockett to meet with lawnmower repair shop to get information on bad boy mower and when it would be ready
- Asst. Director worked on getting bids for grasshopper, Husqvarna, and Scag mowers for budget
- Worked on splash pad and rerouting controller for apparatuses due to module being bad
- Placed flag order for all of city facilities
- Met with chamber and spent day doing a leadership class taking tour of all city parks, lakes and cemeteries
- Called Kevin Amacker with Kraftsman to reinstall new module and set spray apparatuses back to normal run times
- Picked up a set of barricades from St. Phillips church parking lot
- Showed facilities how to reconnect module for splash pad and restart system
- Showed facilities what to look for on tennis court lights and multi use lights, showed where timers located and how to adjust times
- Spoke to Taylor Honea with Palestine Hearld Press on family fish day
- Attended staff meeting on Tuesday 4-16
- Met with HR and Admin to discuss approval of insurance paperwork for bounce houses
- Met with Aqua Rec at city pool for delivery of poly tank
- Attended ribbon cutting at Upper Lake for trail opening
- Attended meeting with CM and Luis on Cinco De Mayo event at Reagan Park
- Asst. Director worked with new employee showing him how to properly use zero turn mower at Mitchell Campbell Ball field
- Asst. Director did walk through with new employee and issued uniforms to employee
- Met with HR on giving them the written resignation letter from new employee who stated he was allergic to grass and could no longer work in our division
- Called and spoke to Pamela Boyett and Donnell Banks regarding a complaint about the small dog park. They advised their small dogs were able to fit through

fencing and they suggested having chicken wire installed to prevent a tragic accident with small dogs

- Called and spoke to Karen Russell regarding complaint about restrooms at complex from Monday night. She stated restrooms did not appear to have been cleaned since opening day. She advised she had told Coach Malone and one other PYSO member about issue with not effect. Email sent
- Met with PEDC Director regarding round tables for use by chamber
- Went to Larry Street Park regarding a complaint from code regarding tall grass. Upon inspection the only tall grass observed around area belonged to private property not the city
- Met with Blair at Braly's and ordered a pallet of BM7 for planters at city hall
- Took cyber security training
- Weeded the two planters out front at city hall
- Ordered 4 flats of lavender plants for all planters at city hall
- Asst. Director met with All Star Outdoors to take possession of new mower
- Called Garrett Stampert regarding cleaning of Blue Lake before family fish day we have them scheduled for next Tuesday May 7th
- Attended staff meeting on 4-29
- Put down a bag of weed and feed on library lawn
- Planted 4 flats of lavender in all of city hall planters
- Met with HR and Asst. Director on 4 interviews for parks had facilities sit in to learn how procedure works
- Put new potting soil and flowers in blue pots to be taken back to city hall

Goals: To place ADA equipment in all major parks.

Parks

- **PUT IN FALL SURFACE NEW EQUIPMENT CALHOUN PARK**
- **PUT IN FALL/NEW EQUIPMENT GREEN'S PARK**
- **REPLACE BROKEN BORDERS WILLIE MYERS PARK**
- **REINSTALL ADA SWING REAGAN PARK**
- **INSTALL NEW REPLACEMENT PARTS SWING REAGAN PARK**

Lakes

- Clear trail at Upper Lake Rotary Club Project 2023/2024
- Mow and weedeat all areas of dams
- Have dead trees removed from forestry area at Upper and Lower
- Remove excess vegetation from all lakes
- Clear banks along Upper Lake to allow for fishing benches to be installed by Rotary Downtown

Cemeteries

- Get brick walls repaired due to damage over years
- Make signs for sections of cemeteries to make it easier for families to find loved ones: **(LONG TERM GOAL)**
- Cut down all dead trees and trim other up
- See about having creek area cleared with large equipment

Parks, Cemeteries, Lakes

- Future Projects:
- Put up solar powered outdoor lights at Basketball court Greens Park (Will look at 2024)
- Restripe lines on Basketball court Green's Park and Steven Bennett (SHORT TERM GOAL)
- Tear out drive area at Willie Meyers Parks by pavilion and put-up ballers around park area (WINTER 2024)
- Repair fence for Green's Park basketball court

PARKS MONTHLY REPORT APRIL 2024
LOCATIONS MOWED

Calhoun Park x 1	Greens Park x 1
Crestline x 1	Fitzhugh Park x 1
Reagan Park x 3	Gateways x 1
Farmers Market x 2	Wall of Honor x 1
Spring Street x 1	Visitor Center x 2
Library x 3	Larry Street Park x 1
Mitchell Campbell x 1	Willie Myers x 1
Lorraine x 1	Phillips Park x 2
Inwood x 1	Veterans Park x 1
City Hall/PD x 2	TDCJ Monument x 2
Blue Lake x 1	Upper Lake x 1
Wolf Creek Lake x 1	Lower Lake x 1
Statue Park x 2	Memorial Cemetery x 1
Easthill Cemetery x 1	City Cemetery x 1
Athletic Complex x 3	Steven Bennett x 1
PD Impound Yard x 1	City Barn x 1
Fire Station 4 x 2	Two Lots Between City/Easthill x 1

PARKS PROJECTS COMPLETED APRIL 2024

3 parks guys assisted with putting out Easter Eggs for YMCA egg hunt	Parks guys put out extra trash cans at Reagan Park for Mayor's Easter Egg Hunt
Parks guys removed busted concrete from pool deck so MoCrete could come in and pour	1 parks guy began removing wood rot on picnic tables and benches at Upper Lake
2 Parks guys power washed all pavilions at each park	2 parks guys picked up extra trash and debris from Easter Egg Hunt
2 parks guys delivered 10 cases of bags to customer service	1 parks guy put out 4 barricades and extra trash cans for baby box event
1 parks guy bleached and cleaned two coolers for Eclipse Event at Reagan Park	1 parks guy delivered 2 cases of water to visitor center
1 parks guy filled two coolers for Eclipse Event at Reagan park and delivered	Parks guys picked up fallen limbs from storms
2 parks guys cleaned off splash pad from fall surface that washed up after heavy rains	Parks guys removed extra trash cans from Reagan Park and removed trash after Eclipse Event
1 parks guy cleaned and sanitized splash pad each Friday	2 parks guys put green planters back at city hall on westside of building
1 parks guy filled all planters at city hall with fresh potting mix	1 parks guy began digging out flower beds in sitting area of city hall to allow for new mulch to be placed

MAJOR ISSUES WHERE CONTRACTORS USED

J&K retro fitted ballast in PD CID room	Neches Plumbing replaced flush valves at Willie Myers and Larry Street restrooms
Neches Plumbing fixed hot water heater element at complex concession 1	Quality Air fixed boiler motor at city hall
Quality Air put in new vent for PD evidence room	J&K replaced 4 flood lights at parks warehouse
Neches Plumbing fixed faucet at Farmer's market	J&K retro fitted ballast in mail room to LED

SAFETY ISSUES

NONE	
------	--

Rentals and Special Events

Rentals:

Facilities	Number of Rentals
Pavilion Rentals	20
Pavilion Non-Payment/Cancelled	
Athletic Fields (Mitchell Campbell/Calhoun)	14
Total Rentals Paid	18
Refunds Given	1
Total Revenue Collected	\$790.00

Activities:

Special Events: Mayor's Easter Egg Hunt Reagan Park

Facility Maintenance Projects Completed APRIL 2024

- Met with Neches Plumbing to have faucet fixed and to disconnect water fountain at Farmer's Market
- Took several barricades to Farmer's Market for them to use during their event
- Put up two signs at Farmer's Market about skateboarding and running
- Called J&K to come fix lights on outside of parks warehouse and parking lot area
- Met Neches Plumbing at complex so they could fix a faucet and repair the hot water heater
- Took a new mower and weedeater to Fire Station 1
- Spoke to organizer for ET on 5k run for this coming weekend, they wished to borrow 40 cones from parks
- Got supplies for Tracy for city hall
- Got trash bags and supplies for parks guys on cleaning restrooms
- Met with Quality Air on boiler at City Hall. System was making a horrible noise upon inspection was advised that system was so bad it could have caught fire
- Assisted Director with shocking pool due to algae bloom
- Replaced batteries in flush valves at Larry Street Park
- Dropped off two cases of water to Reagan Park for the Eclipse Event
- Attempted to replace two lights in mail room, had to call J&K to retro fit to LED
- Met with J&K to replace light fixtures in warehouse where tools stored
- Took 4 cases of water to customer service
- Met with Director at pool to learn how to backwash pumps
- Took 10 cases of trash bags to customer service
- Met MoCrete at pool so they could begin the concrete pour on pool deck
- Met with Palestine Heat and Air at PEDC for pd substation, advised checking filters
- Met Quality Air at PD so they could begin install of split unit
- Met with Quality Air at PD so they could install new exhaust fan in evidence room
- Met Fire at Museum so they could begin removing items from fire room
- Met Director at splash pad to see how to reset a module and to reprogram
- Met Director at Reagan Park tennis courts to see where timers are located and how to set properly
- Met with Director at city pool for delivery of poly tank and to discuss what electrical needed to be completed
- Called J&K to have them set up date for hooking up pool lights and connecting VFD for pump
- Went to city hall and picked up a box of flags for all facilities
- Met with library to move items with assistance from parks
- Met city manager and Stewart Whittiker at museum so they could do a walk through
- Picked up fans from council chambers and brought back to warehouse for storage
- Got supplies ready for Fire Station 1

- Picked up and installed baby changing station at library
- Painted 4 planters that will go back to city hall on west side of building
- Put up pipe and draping for early voting at city hall
- Put supplies up after delivery at warehouse
- Called J&K about replacing flood lights on fleet building
- Called and checked on status of bathroom build at Green's Park
- Put new screws in bathroom door Larry Street Park
- Replaced lights in women's restroom city hall
- Put up pallet of clear bags at warehouse
- Met Peace of Mind at warehouse about gate, found board was fried will have to order to replace
- Assisted Director with putting plants in blue planters for city hall
- Delivered 3 cases of water to city secretary
- Delivered air filters to streets department

Green's Park Restroom Build Update



Poly Tank Pool



Blue Planter City Hall



Planters Before



Planters After



Damage to Grieving Angel Veteran's Park



Sink Hole Memorial Cemtery



Wood Rot Replacement Upper Lake Pavilion





Debris Splash Pad after Heavy Rains





Agenda Date: May 13, 2024
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Public Works April 2024 Monthly Report
Date Submitted: 05/07/2024

SUMMARY:

Public Works April 2024 Monthly Report

RECOMMENDED ACTION:

No required action.

CITY MANAGER APPROVAL:

Attachments

PW Monthly Report



PUBLIC WORKS AIRPORT MONTHLY REPORT – APRIL 2024

Airport Manager – Jeff Jeffcoat

479 Total Flights

361 Single Engine

50 Single Engine Turbine

4 Multi Engine

16 Multi Engine Turbine

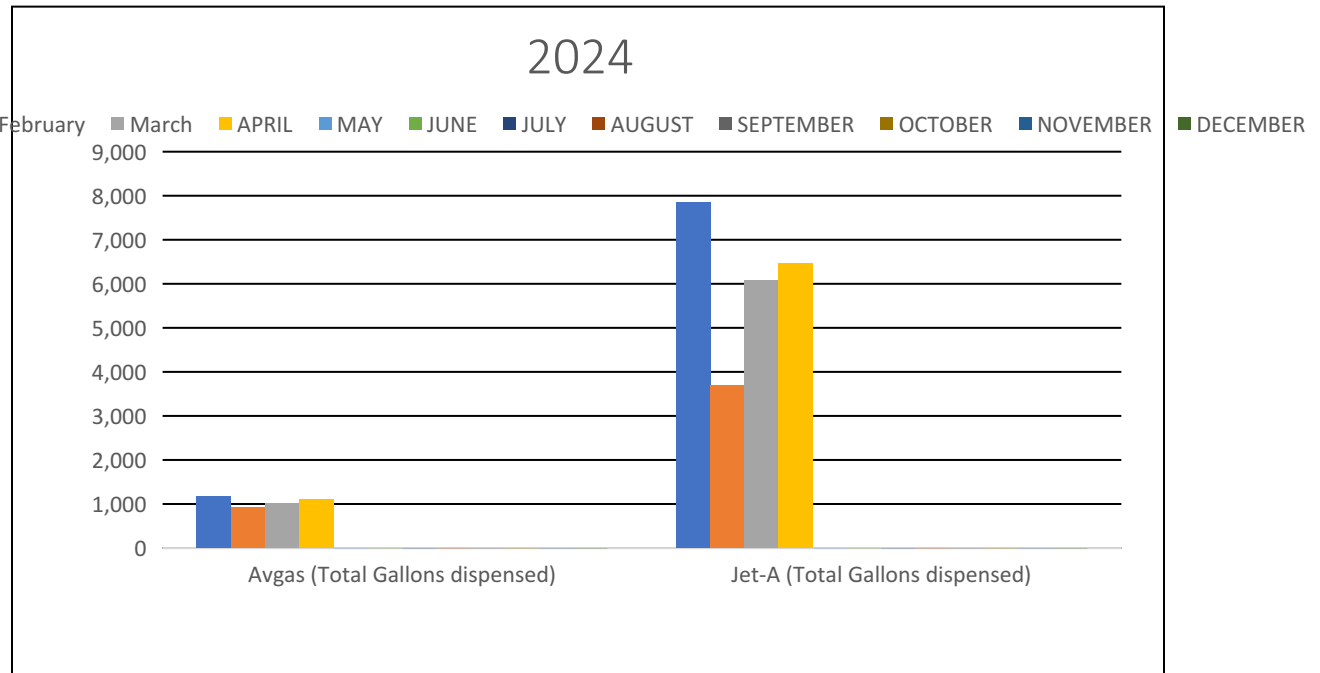
6 Business Jet

40 Helicopter

2 Light Sport Aircraft

Jet-A: 1,083,717 (6,467.9 total gallons dispensed)

Avgas: 30,735 (1,112 total gallons dispensed)



Utilities Monthly Report April 2024

Water Distribution	
Call Outs:	34
Taps Made:	1
Taps Repaired:	3
Feet of Lines Placed:	
Water Leaks Repaired:	3
Fire Hydrants Flushed / Gal. ; Water Loss:	30,000
Fire Hydrants Repaired / Installed:	
Valve box located:	
Valve box installed:	
Incerta Valve installed:	
Gate Valve replaced / Installed:	
Meters	
Meter Valves replaced / Installed:	10
Meter box Replaced / Installed:	20
On Call Meters turned off:	3
On Call Meters turned on:	6
Meters Located:	
Meters Installed:	
3/4"	1
1"	
1 1/2"	1
2"	43
Bigger than 2"	
Wastewater Collection	
Sewer Basin's Cleaned:	
Sewer lines camera:	2
Trouble spots ran:	
Sewer Mains Repaired:	
Manhole Installed:	3
Manholes Changed/Repaired:	
Sewer Stoppage City:	5
Sewer Stoppage Private:	8
New Sewer Tap Installed:	
Sewer Services Repaired:	2
Sewer pipe installed (ft):	
Haul Dirt / Concrete Rip Rap:	1
ROW Mowed / Cleared:	
On Call Trees:	9
Vegetation Management:	8

Engineering:	
Line Locates (ft):	6250 feet
Tap application:	4

STREETS MONTHLY REPORT April 2024

Asphalt	
Square feet of Asphalt Laid	0
Utility Cuts	32
Potholes filled	664
Square Feet of Chipseal Laid	0
Right of Way's	
Feet mowed of Street Right of Way	30,960' / 6 miles
Utility Right of Ways mowed / cleared	0
Trees removed from road / Right of Way	30
Compost Sight	
Number of Customers	599
Number of loads of Concrete Hauled	0
Number of loads of Illegal dumping Hauled	0
Number of loads of Dirt Hauled	0
Drainage	
Feet of drainage repaired	5'
Feet of Drainage Installed	20'
Feet of ditches dug out	1,020'
Sweeping	
Feet of Street's Swept	194,363' / 37 miles
Day's assisting other Departments	
Utilities	2
Parks	0
Water Treatment Plant	0
Wastewater Treatment Plant	0
Code Enforcement	0



Agenda Date: May 13, 2024
To: City Council
From: Andrew Sibai, Finance Director
Agenda Item: April 2024 Utility Billing Report
Date Submitted: 05/08/2024

SUMMARY:

Attached please find the April 2024 Utility Billing Report

Below is the number of meters left to swap: 178

¾" meters: 12
1" meters: 18
1 ½ meters: 48
2" meters: 85
3" meters: 9
4" meters: 2
6" meters: 4

RECOMMENDED ACTION:

No recommended action

CITY MANAGER APPROVAL:

Attachments

April 2024 Monthly Summary
April 2024 Trend Report



Date: May 8, 2024

To: City Council
Andrew Sibai

From: Dilcia Alberto

Subject: APRIL 2024 Utilities Billing Summary

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

Cycle	# of Customers	Consumption billed	Billed \$	Avg. Bill \$
1	1,758	15,668	310,117.09	176.40
2	1,571	10,723	238,995.52	152.13
3	2,064	14,512	296,130.70	143.47
4	1,437	16,733	332,440.48	231.34
5	26	N/A	4,131.97	158.92
6	3	76,200	2,286.00	762.00
Totals	6,859	133,836	1,184,101.76	172.63

* 5= Trash Only 6= Septage

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

Cycle	# of Customers	Late fee \$	Avg. Per Bill \$
1	332	5,403.80	16.28
2	299	3,740.43	12.51
3	445	5,799.23	13.03
4	392	6,161.06	15.72
Totals	1,468	21,104.52	14.38

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

Cycle	# of Customers	Cut off Fees Posted \$
4	49	2,450.00
1	44	2,200.00
2	52	2,600.00
3	60	3,000.00
Totals	218	10,900.00

PERIOD	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	PHYSICAL YR TOTAL
ACTIVE ACCTS	6895	6894	6890	7022	6868	6834	6862						48265
NEW ACCTS	115	76	77	51	70	99	81						
DISC ACCTS	121	80	78	63	85	102	76						605
METER CHRG	195,187.06	145,463.15	145,395.25	144,616.96	144,558.25	144,553.02	144,285.90						1,064,059.59
TRASH	426,407.34	283,265.82	284,308.46	284,389.22	283,855.76	283,763.45	284,155.66						2,130,145.71
SEPTAGE	2,658.30	1,951.50	1,889.40	1,671.60	2,008.20	2,115.30	2,286.00						14,580.30
SEP SURCHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
STREET DRAIN	21,937.92	14,085.34	14,102.48	14,081.67	14,054.65	14,044.69	14,034.09						106,340.84
SEWER	537,364.33	355,987.38	371,413.79	384,606.54	373,112.80	350,285.84	386,721.77						2,759,492.45
SPRINKLER	153,310.62	46,847.11	19,945.43	18,363.71	13,984.60	10,319.50	20,423.69						283,194.66
WATER	500,291.02	262,315.57	263,721.54	300,422.81	318,929.64	218,616.12	303,602.79						2,167,899.49
TOTAL	1,837,156.59	1,109,915.87	1,100,776.35	1,148,152.51	1,150,503.90	1,023,697.92	1,155,509.90	0.00	0.00	0.00	0.00	0.00	8,525,713.04
BILLED CONS	108034	50847	13446	16233	15571	28777	14512						247,420.00
UNBILLED CONS	68	237	11	126	86	41	28						597.00
TOTAL	108,102	51,084	13,457	16,359	15,657	28,818	14,540	0	0	0	0	0	248,017.00





Agenda Date: May 13, 2024
To: City Council
From: April Jackson, City Secretary
Agenda Item: Appointment to Economic Development Corporation
Date Submitted: 05/10/2024

SUMMARY:

Consider the appointment of Firouz Haghighi to Place 3, replacing Suzanne Eiben, with a term to expire on December 31, 2025, and Veer Patel to vacant Place 5, with a term to expire on December 31, 2024, to the Economic Development Corporation.

RECOMMENDED ACTION:

CITY MANAGER APPROVAL:

Attachments

Firouz Haghighi - Board Application
Veer Patel - Board Application



BOARD OR COMMISSION APPLICATION

Name: Fireouz Haghighi Date of Application: 4/17/2024
Home Address: 8143 FM 322 Palestine, TX 75801
Home Phone: _____ Office Phone: 903-723-4651
Cell Phone: 817-233-6344 Email: fireouz.haase@aol.com
Are you a resident of Palestine? ☒ Yes ☐ No How many years? 17 years
Occupation and Place of Employment: OWNER: F.H. Palestine Hydraulic Services
1302 State Hwy. 155 Palestine, TX 75803

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

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

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

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

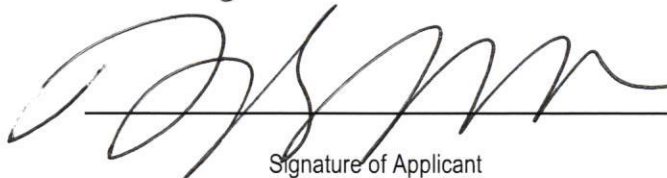
Will you submit to a background check and complete protective training if your Board or Commission interacts with children? ☒ Yes ☐ No

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

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

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

For the past 40 years, I have started 2 companies with massive amount of accomplishments. I feel strongly about becoming part of the city administration. I believe it requires knowledge on how to run a successful business.



Signature of Applicant

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



BOARD OR COMMISSION APPLICATION

Name: _____ Date of Application: _____
Home Address: _____

Home Phone: _____ Office Phone: _____

Cell Phone: _____ Email: _____

Are you a resident of Palestine? ☐ Yes ☐ No How many years? _____

Occupation and Place of Employment: _____

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

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

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

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

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

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

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

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

Signature of Applicant

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



Agenda Date: May 13, 2024
To: City Council
From: April Jackson, City Secretary
Agenda Item: Appointment and Reappointment to Historic Landmarks Commission
Date Submitted: 05/10/2024

SUMMARY:

Consider the reappointment of Jon Gardner to Place 3 and the appointment of Rhonda Herrington to Place 5, replacing Julie Abston with a term to expire on September 30, 2025, to the Historic Landmarks Commission.

RECOMMENDED ACTION:

CITY MANAGER APPROVAL:



Agenda Date: May 13, 2024
To: City Council
From: April Jackson, City Secretary
Agenda Item: Appointment and Reappointments to the Tourism Advisory Board
Date Submitted: 05/10/2024

SUMMARY:

Consider the reappointment of Daniel Hennessee to Place 1, Michael Nichols to Place 2, and the appointment of Cristy Buckner to Place 3, replacing Susan Rand with a term to expire on September 30, 2025, to the Tourism Advisory Board.

RECOMMENDED ACTION:

CITY MANAGER APPROVAL:

Attachments

Cristy Buckner - Application



BOARD OR COMMISSION APPLICATION

Name: Cristy Buckner Date of Application: 3/6/24
Home Address: 118 Redwood Dr Palestine TX 75801
Home Phone: _____ Office Phone: 903-723-0284
Cell Phone: 903-907-0900 Email: _____
Are you a resident of Palestine? ☒ Yes ☐ No How many years? 4 years
Occupation and Place of Employment: Front Desk Manager
Comfort Suites Palestine

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

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

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

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

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

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

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

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

I have 2.5 years working hospitality.
I work closely with tourism to promote
activities in Palestine.

CBuckner

Signature of Applicant

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



Agenda Date: May 13, 2024
To: City Council
From: Cassie Ham, Tourism Marketing Manager
Agenda Item: Authorize City Manager to approve a budget amendment for Wayfinding Signage
Date Submitted: 05/08/2024

SUMMARY:

Staff is requesting an amendment to the Fiscal Year 23-24 budget line item for wayfinding signage. The previous amendment amount on December 11, 2023, did not take into account that the unspent portion of the prior year's budget was reverted to fund balance and was, therefore, no longer budgeted specifically for wayfinding. The project is now slated to be completed on or before September 30, 2024, and in order to present an accurate budget and fund balance in the future, the amount outstanding should be moved from Fund Balance to the wayfinding line item.

The outstanding amounts of purchase orders are as follows:

\$6,616.64 for D|G Studios

\$396,813.90 for Comet Signs

\$137,722.02 current account balance

-\$45,000.00 budgeted (including the December 11, 2023 Amendment)

\$496,152.56 total outstanding (and to be amended)

RECOMMENDED ACTION:

Authorize the City Manager to amend the current budget for wayfinding signage in the total amount of all outstanding purchase orders.

CITY MANAGER APPROVAL:

Attachments

Proposed Budget Amendment 5-8-24

ORDINANCE NO. O-XX-24

AN ORDINANCE OF THE CITY OF PALESTINE, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2023, 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.

SECTION 2. 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.

SECTION 3. 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.

SECTION 4. 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.

SECTION 6. 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 13th day of May, 2024.

MITCHELL JORDAN

MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON

CITY SECRETARY

REZZIN PULLUM

CITY ATTORNEY

CITY OF PALESTINE

BUDGET AMENDMENT



DEPARTMENT: <u>Marketing</u>		BDH#: PACKET:
DATE: <u>5/8/2024</u>		POSTED:
FROM: Account Number	Account Title	D= Rev C=Exp Amount
Fund Balance	Fund Balance	\$ 496,152.56
TOTAL FROM AMOUNT		\$ 496,152.56
TO: Account Number	Account Title	C = Rev D = Exp Amount
200-740-55008	Wayfinding Signage	\$ 496,152.56
TOTAL TO AMOUNT		\$ 496,152.56
REASON: The Wayfinding Signage project is slated to be completed on or before Sept. 30, 2024. The requested amendment is the total of all outstanding Purchase Orders for the project, less the remaining balance in the account as budgeted.		

DEPARTMENT HEAD:
FINANCE DEPT.
CITY MANAGER: _____
COUNCIL APPROVED _____

DATE: 5/8/2024
DATE: 05/08/2024
DATE: _____



Agenda Date: May 13, 2024

To: City Council

From: Andrew Sibai, Finance Director

Agenda Item: Consider approval of a purchase order for airport consulting services to Jeffcoat Consulting

Date Submitted: 05/08/2024

SUMMARY:

Consider approval of a purchase order for airport consulting services at the Palestine Municipal Airport to Jeffcoat Consulting in an amount not to exceed \$60,000.00. Jeff Jeffcoat has provided consultant services to the City of Palestine since November 2023, which has allowed us to secure grants and improve the airport's day-to-day operations.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

PO Requisition Jeffcoat Consulting

Scope of Work and Fee

City of Palestine – Requisition

Date	Requested By	Exempt From Bidding <input type="checkbox"/> Emergency <input type="checkbox"/> Sole Source <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Other (Explain Below)							
Ship To									
Order To Be Placed By Requester <input type="checkbox"/> Purchasing Agent <input type="checkbox"/>									
Account Number									
Description		Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
Shipping Charges			\$0.00						
			Total		Total		Total		
Awardee: _____					Department Head Signature: _____ Date: _____				

City Manager Signature: _____ Date: _____

**Palestine Municipal
Airport Manager
SCOPE OF WORK**

PROJECT DESCRIPTION: Management and Consulting Service for the Palestine Municipal Airport

1. SERVICES

1.1 Consultant agrees to provide consulting services to Client, excluding physical labor, encompassing normal administrative functions associated with airport management. These services include, but are not limited to:

- a. Development and implementation of preventive maintenance schedules.
- b. Ensuring compliance with Federal Aviation Administration (FAA) and Texas Department of Transportation (TxDOT) regulations.
- c. Assistance in procuring federal and state grants.
- d. Monthly executive summaries outlining the status of ongoing projects, compliance, and any recommendations for improvements.

2. COMPENSATION

2.1 Client agrees to compensate Consultant at an hourly rate of \$85.00 USD.

2.2 Consultant will submit detailed invoices monthly, including a breakdown of hours worked, services provided, and any reimbursable expenses.



Agenda Date: May 13, 2024
To: City Council
From: Teresa Herrera, City Manager
Agenda Item: Sale of the vehicle to Oakwood ISD
Date Submitted:

SUMMARY:

The Police Department currently has a 2016 Ford Interceptor SUV that has been decommissioned and prepared for auction. Oakwood ISD has asked to purchase the vehicle directly rather than the vehicle be sold at auction. The proposed sale price is \$9,000, approximately double what it would bring at auction. In Texas, the disposal of surplus property by municipalities, including cities, is generally regulated by the Local Government Code and the Texas Education Code.

RECOMMENDED ACTION:

Staff recommends Council approve the sale of the vehicle to Oakwood ISD.

CITY MANAGER APPROVAL:



Agenda Date: May 13, 2024
To: City Council
From: Chris Mahoney, Accountant
Agenda Item: 25K Checks
Date Submitted: 05/08/2024

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 the City Manager:

1. Core & Main- \$45,420.00
2. McGuffy Asphalt, Paving & Dirt Construction- \$87,720.00
3. Precision Terrain- \$74,900.00
4. Johnson Lab & Supply- \$26,082.23

RECOMMENDED ACTION:

Review and approve invoices as presented.

CITY MANAGER APPROVAL:

Attachments

25K Checks

CITY OF PALESTINE

VENDOR: 0104676 CORE & MAIN LP

207399


04/26/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
2/17/2024	U397491	24-4869	METERS FOR METER REPLACEMENT PROJECT	34,400.00
4/9/2024	U628449	24-4859	PIPE FOR TILE FACTORY WATER LINE EXT.	11,020.00

SCANNED

CHECK TOTAL 45,420.00

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

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

PROSPERITY BANK
1015 North Church Street
Palestine, Texas 75801

CHECK # **207399**
113122655

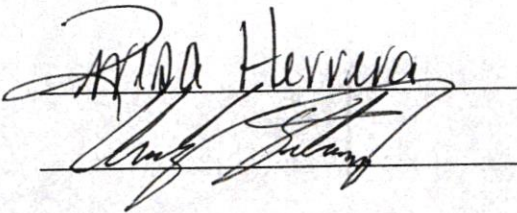
CHECK DATE
04/26/2024

PAY THIS AMOUNT
\$45,420.00

Void after 90 days

PAY ---Forty Five Thousand Four Hundred Twenty Dollars and 00/100 Cents---

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



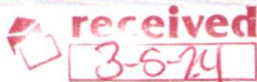




INVOICE

Invoice # U397491
Invoice Date 2/23/24
Account # 053850
Sales Rep ROGER SANDERS
Phone # 936-639-2341
Branch # 528 Lufkin, TX
Total Amount Due \$34,400.00

1830 Craig Park Court
St. Louis, MO 63146



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

5494 1 MB 0.571 E0371X I0442 D12487279008 S2 P10159110 0001:0001



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

Shipped to: 6/23/23 T066735
Backordered from:

CUSTOMER PICK-UP -

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

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
6/19/23	2/23/24					WILL CALL	U397491

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

PAYMENT AUTHORIZATION

24-4869

Part: X

\$ 34,400.00

\$

\$

2" mtrs

4-22-24

Online
ADVANTAGE™

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

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

Freight

Delivery

Handling

Restock

Misc.

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

Terms: NET 30

Ordered By: ROGER SANDERS

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



CITY OF PALESTINE
504 North Queen Street
Palestine, TX 75801

PURCHASE ORDER

PO Number: 24-4869

Date: 04/10/2024

Requisition #: 24-5021

Vendor #: 0104676

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

SHIP TO: PUBLIC WORKS
KIMBERLY BECKMAN
Palestine, TX 75801

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 METERS FOR METER REPLACEMENT PROJECT	610-571-54421		0.00	86,588.97

City Manager

Finance Director

Purchasing Agent

SUBTOTAL:	86,588.97
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	86,588.97

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

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



INVOICE

Invoice # U628449
Invoice Date 4/09/24
Account # 053850
Sales Rep ROGER SANDERS
Phone # 936-639-2341
Branch # 528 Lufkin, TX
Total Amount Due \$11,020.00

1830 Craig Park Court
St. Louis, MO 63146



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

713 1 MB 0.571 E0253X I0381 D12681691762 S2 P10238864 0001:0001



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

Shipped to:
1620 W PALESTINE AVE
PALESTINE, TX

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

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
3/28/24	4/08/24	24-4859				CORE & MAIN LP	U628449

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
020618W	6 PVC C900 DR18 PIPE (G) 20' PC235 BID SEQ# 10	1000	1000		11.02000	FT	11,020.00

PAYMENT AUTHORIZATION

PO # 24-4859 Partial ☐ Complete ☒

Acct #: _____ \$ 11,020.00

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: 6" PIPE FOR TILE FACTORY

DPT DIR: _____ ☐ 4-22-24

FINC DIR: _____ ☐ _____

CTY MNR: _____ ☐ _____

**Online
ADVANTAGE™**

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

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

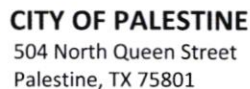
Freight Delivery Handling Restock Misc.

Subtotal: 11,020.00
Other: 0.00
Tax: 0.00
Invoice Total: \$11,020.00

Terms: NET 30

Ordered By: ROGER SANDERS

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



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

Date: 03/22/2024

Vendor #: 0104676

SHIP TO: PUBLIC WORKS
KIMBERLY BECKMAN
Palestine, TX 75801

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax – ID# 75-6000632

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

CITY OF PALESTINE

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

207409

05/02/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
4/26/2024	5692	23-4722	Asphalt Replacement on 6 Streets	87,720.00

CHECK TOTAL 87,720.00

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

**City of Palestine**504 Queen St
Palestine, TX 75801
General Operating Account**PROSPERITY BANK**
1015 North Church Street
Palestine, Texas 75801CHECK # 207409
113122655

CHECK DATE
05/02/2024

PAY THIS AMOUNT
\$87,720.00

Void after 90 days

PAY ---Eighty Seven Thousand Seven Hundred Twenty Dollars and 00/100 Cents---

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

McGuffey Contracting, INC
PO BOX 1104
Frankston, TX 75762

Invoice #5692
To: City of Palestine

Job completed: Resurfacing Gay Ave. from Crockett Road to Sylvan Ave.

Milled up and hauled off all existing asphalt and oil sand, graded and compacted base. Installed new base in areas where base failures had occurred. Over laid with 2.5 inches of type D hotmix asphalt compacted to 2 inches.

Total for all labor and materials \$87,720

PAYMENT AUTHORIZATION	
PO # <u>23-4722</u>	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
Acct #: <u>010-520-54020</u>	\$ <u>87,720.00</u>
Acct #:	\$
Acct #:	\$
Describe: <u>Repave Gay St. (all)</u>	
DPT DIR: <u>[Signature]</u>	<input checked="" type="checkbox"/> : <u>4-26-24</u>
FINC DIR:	<input type="checkbox"/> :
CTY MNR:	<input type="checkbox"/> :



CITY OF PALESTINE
504 North Queen Street
Palestine, TX 75801

PURCHASE ORDER

PO Number: 23-4722

Date: 09/18/2023

Requisition #: 23-4823

Vendor #: 0105085

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

SHIP TO: PUBLIC WORKS
KIMBERLY BECKMAN
Palestine, TX 75801

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

City Manager

Finance Director

Purchasing Agent

SUBTOTAL:	487,315.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	487,315.00

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

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

CITY OF PALESTINE

VENDOR: 0105531 PRECISION TERRAIN, LLC

207343

04/18/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
4/8/2024	042024COP31	23-4806	LABOR ONLY- SOUTHVIEW WATER LINE REPLACEMENT	74,900.00

CHECK TOTAL

74,900.00

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

**City of Palestine**

504 Queen St
Palestine, TX 75801
General Operating Account

PROSPERITY BANK
1015 North Church Street
Palestine, Texas 75801

CHECK # **207343**

113122655

CHECK DATE
04/18/2024

PAY THIS AMOUNT
\$74,900.00

Void after 90 days

PAY ---Seventy Four Thousand Nine Hundred Dollars and 00/100 Cents---

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

Rosa Herrera
[Signature]



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



INVOICE

BILL TO

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

INVOICE # 042024COP31

DATE 04/08/2024

DUE DATE 04/08/2024

TERMS Due on receipt

P.O./JOB NO.
RFP 2023-035

PROJECT
Southview St. Waterline

DESCRIPTION	QTY	RATE	AMOUNT
Services Waterline Replacement for Southview St. RFP 2023-035	1	74,900.00	74,900.00

BALANCE DUE

\$74,900.00

PAYMENT AUTHORIZATION

PO # 23-4806 Partial ☐ Complete ☒

Acct #: _____ \$ 74,900.00

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: SOUTHVIEW WATER LINE

EST DIR: _____ ☐: 4-12-24

FINC DIR: _____ ☐: _____

CITY MNR: _____ ☐: _____



CITY OF PALESTINE
504 North Queen Street
Palestine, TX 75801

PURCHASE ORDER

PO Number: 23-4806

Date: 12/13/2023

Requisition #: 23-4944

Vendor #: 0105531

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

SHIP TO: PUBLIC WORKS
KIMBERLY BECKMAN
Palestine, TX 75801

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 LABOR ONLY- SOUTHVIEW WATER LINE REPLACEMENT	610-571-58030		0.00	74,900.00

City Manager

Finance Director

Purchasing Agent

SUBTOTAL:	74,900.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	74,900.00

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

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

CITY OF PALESTINE

VENDOR: 0100656 JOHNSON LAB & SUPPLY, INC.

207342

04/18/2024

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
4/10/2024	268229-002	24-4849	DORRANCE WATERLINE REPLACEMENT - PARTS ONLY	4,656.61
4/15/2024	268229-003	24-4849	DORRANCE WATERLINE REPLACEMENT - PARTS ONLY	4,167.60
4/10/2024	268233-002	24-4850	SECOND ST WATERLINE REPLACEMENT - PARTS ONLY	8,158.08
4/15/2024	268233-003	24-4850	SECOND ST WATERLINE REPLACEMENT - PARTS ONLY	2,396.37
4/15/2024	269305-001		6" CLAMPS	535.12
4/10/2024	269578-001		METER BOX LIDS	572.40
4/15/2024	269578-002		6" MJ SWIVEL TEE	578.34
4/4/2024	269803-000		6 X 6 TAPPING SLEEVE	1,795.94
4/10/2024	269952-000		6" 22 1/2 MJ BENDS	267.76
4/15/2024	269973-000		TAPPING SADDLE & CURB STOPS	2,387.14
4/11/2024	269979-000		MANHOLE RISERS	566.87

CHECK TOTAL

26,082.23

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



City of Palestine

504 Queen St
Palestine, TX 75801
General Operating Account

PROSPERITY BANK

1015 North Church Street
Palestine, Texas 75801

CHECK # 207342

113122655

CHECK DATE

04/18/2024

PAY THIS AMOUNT

\$26,082.23

Void after 90 days

PAY ---Twenty Six Thousand Eighty Two Dollars and 23/100 Cents---

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



Risa Herrera
[Signature]

Invoice No.: **269305-001**
Date: **04/15/2024**
Page: **1 of 1**

Sold To:

**PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS 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	Ship Via	Req. Date	Reference			
NET/30 DAYS	269305-001	116680	MIKE	OUR TRUCK	03/14/2024				
Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension		
26100069012000	6.84-7.24 X 12 SS FC CLAMP SMITH BLAIR	2		2 EACH	267.56		535.12		
							Sub Total:	535.12	
							Total:	\$ 535.12	

PAYMENT AUTHORIZATION

PO # _____ Partial ☐ Complete ☒

Acct #: 610-571-54450 \$ 535.12

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: 6" CLAMPS

DPT DIR: [Signature] ☐: 4-16-24

FINC DIR: _____ ☐: _____

CTY MNR: _____ ☐: _____

Invoice No.: **269578-001**
Date: **04/10/2024**
Page: **1 of 1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS 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	Ship Via	Req. Date	Reference			
NET/30 DAYS	269578-001	116680	MIKE	OUR TRUCK	03/28/2024				
Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension		
D1200BOLS	BLUE OVERLAPPING LID SOLID NO READER	45	45	EACH	12.72		572.40		
DMH66	6" MJ X SWIVEL TEE	3	0	EACH	289.17		0.00		
Sub Total:							572.40		
Total:							\$ 572.40		

PAYMENT AUTHORIZATION

PO # _____

Acct #: 610.571.54450 Partial ☒ Co: \$ 572.40

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: MJL Box LIDS

DATE: 4-12-24

DIR: _____

MMNR: _____

Invoice No.: **269578-002**
Date: **04/15/2024**
Page: **1 of 1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS 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	Ship Via	Req. Date	Reference	—
	NET/30 DAYS	269578-002	116680	MIKE	OUR TRUCK	03/28/2024		
	Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension
	DMH66	6" MJ X SWIVEL TEE	3	2	EACH	289.17		578.34
					Sub Total:			578.34
					Total:			\$ 578.34

PAYMENT AUTHORIZATION	
PO # _____	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
Acct #: <u>610.571.54450</u>	\$ <u>578.34</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>6" MJ SWIVEL TEE</u>	
DPT DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>4-16-24</u>
FINC DIR: _____	<input type="checkbox"/> : _____
CTY MNR: _____	<input type="checkbox"/> : _____

Invoice No.: **269803-000**
Date: **04/04/2024**
Page: **1 of 1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS 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	Ship Via	Req. Date	Reference		
NET/30 DAYS	269803-000	116680	MIKE	OUR TRUCK	04/03/2024			
Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension	
FAST7006AMJ	6 X 6 MJ TAPPING SLEEVE 6.60-7.00 OD	2		2 EACH	897.97		1,795.94	
Sub Total:							1,795.94	
Total:							\$ 1,795.94	

PAYMENT AUTHORIZATION

PO # _____ Partial ☐ Complete ☒

Acct #: 610-571-54450 \$ 1,795.94

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: 6x6 TAPPING SLEEVE

DPT DIR: _____ ☐: 4-12-24

FINC DIR: [Signature] ☐: 04/16/2024

CTY MNR: _____ ☐: _____



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

INVOICE

Invoice No.: 269952-000
Date: 04/10/2024
Page: 1 of 1

Sold To:

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

Ship To:

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

P.O. No.: UTILITY MAINT. AUSTIN

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference			
NET/30 DAYS	269952-000	116680	MIKE	CUST PU	04/10/2024				
Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension		
DMB0622	6 DI SSB MJ 22 1/2 BEND LESS ACC. PACKS	2		2 EACH	133.88		267.76		
Sub Total:							267.76		
Total:							\$ 267.76		

PAYMENT AUTHORIZATION	
PO # _____	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: 610-571-54450	\$ 267.76
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: 6" 22 1/2 MJ BENDS	
DFT DIR: _____	<input type="checkbox"/> : 4-12-24
FINC DIR: _____	<input type="checkbox"/> : _____
CTY MNR: _____	<input type="checkbox"/> : _____

Invoice No.: **269973-000**
Date: **04/15/2024**
Page: **1 of 1**

Sold To:

PALESTINE, CITY OF
504 NORTH QUEEN STREET
ATT: FINANCE DEPT. ACCOUNTS 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	Ship Via	Req. Date	Reference			
NET/30 DAYS	269973-000	116680	MIKE	OUR TRUCK	04/11/2024				
Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension		
BA43444WGNL	1" CTS X MTR NUT ANGLE STOP	10	10	EACH	181.01		1,810.10		
FC202761IP7	6.63-7.61 X2" IP SS DS SADDLE EPOXY COATED SADDLE	4	4	EACH	144.26		577.04		
Sub Total:							2,387.14		
Total:							\$ 2,387.14		

PAYMENT AUTHORIZATION	
PO # _____	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: <u>610.571.54450</u>	\$ <u>2,387.14</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>TAPPING SADDLE AND LWRB STOPS</u>	
DPT DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>4-16-24</u>
FINC DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>04/17/2024</u>
CTY MNR: _____	<input type="checkbox"/> : _____

Invoice No.: **269979-000**
Date: **04/11/2024**
Page: **1 of 1**

Sold To:

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

Ship To:

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

P.O. No.: **jeff utility**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference			
NET/30 DAYS	269979-000	116680	MIKE	CUST PU	04/11/2024				
Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension		
486A	6 MANHOLE RISER RING FOR 24 MANHOLE	2	2	EACH	201.93		403.86		
482A	21/2 MANHOLE RISER RING FOR 24 MANHOLE	1	1	EACH	163.01		163.01		
						Sub Total:	566.87		
						Total:	\$ 566.87		

PAYMENT AUTHORIZATION	
PO # _____	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: <u>610-571-54450</u>	\$ <u>566.87</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>M/H RISERS</u>	
DPT DIR: <u>[Signature]</u>	<input type="checkbox"/> : <u>4-12-24</u>
FINC DIR: _____	<input type="checkbox"/> : _____
CTY MNR: _____	<input type="checkbox"/> : _____



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

INVOICE

Invoice No.: 268229-003
Date: 04/15/2024
Page: 1 of 1

Sold To:

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

Ship To:

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

P.O. No.: 24-4849 (DORRANCE ST)

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference			
NET/30 DAYS	268229-003	116680	MIKE	OUR TRUCK	02/07/2024				
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		
BA43342WGNL	1 X 3/4 ANGLE STOP CTS X MTR	40	40	EACH	104.19		4,167.60		
20000303260	2 HYMAX 2 FLIP COUPLING 2.10-3.03 OD RANGE	1	0	EACH	127.00		0.00		
Sub Total:							4,167.60		
Total:							\$ 4,167.60		

PAYMENT AUTHORIZATION	
PO # 24-4849	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
Acct #:	\$ 4,167.60
Acct #:	\$
Acct #:	\$
Describe: DORRANCE - PARTS	
DPT DIR:	<input type="checkbox"/> 4-16-24
FINC DIR:	<input type="checkbox"/>
CTY MNR:	<input type="checkbox"/>



CITY OF PALESTINE
504 North Queen Street
Palestine, TX 75801

PURCHASE ORDER

PO Number: 24-4849

Date: 02/27/2024

Requisition #: 24-4982

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	O DORRANCE WATERLINE REPLACEMENT - PARTS ONLY	610-571-58030	191-WATERLINE	0.00	172,875.93

City Manager

Finance Director

Purchasing Agent

SUBTOTAL:	172,875.93
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	172,875.93

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

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



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

INVOICE

Invoice No.: 268233-003
Date: 04/15/2024
Page: 1 of 1

Sold To:

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

Ship To:

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

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

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference			
NET/30 DAYS	268233-003	116680	MIKE	OUR TRUCK	02/08/2024				
Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension		
BA43342WGNL	1 X 3/4 ANGLE STOP CTS X MTR	23	23	EACH	104.19		2,396.37		
Sub Total:							2,396.37		
Total:							\$ 2,396.37		

PAYMENT AUTHORIZATION	
PO # 24-4850	Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/>
Acct #:	\$ 2,396.37
Acct #:	\$
Acct #:	\$
Describe: SECOND ST. - PARTS	
DPT DIR: [Signature]	<input type="checkbox"/> : 4-16-24
FINC DIR:	<input type="checkbox"/> :
CTY MNR:	<input type="checkbox"/> :



CITY OF PALESTINE
504 North Queen Street
Palestine, TX 75801

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

City Manager

Finance Director

Purchasing Agent

SUBTOTAL:	56,899.34
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	56,899.34

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

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

Invoice No.: **268229-002**
Date: **04/10/2024**
Page: **1 of 1**

Sold To:

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

Ship To:

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

P.O. No.: **24-4849 (DORRANCE ST)**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference			
NET/30 DAYS	268229-002	116680	MIKE	OUR TRUCK	02/07/2024				
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		
345006B100AS-CP	6 X 1 SS SADDLE CORP CTS PJ 6.84-7.64 OD	15	15	EACH	296.84		4,452.60		
BA43342WGNL	1 X 3/4 ANGLE STOP CTS X MTR	40	0	EACH	104.19		0.00		
D1200BOLS	BLUE OVERLAPPING LID SOLID NO READER	21	21	EACH	8.06		169.26		
D1500TTBODY	JUMBO METER BOX BODY ONLY	1	1	EACH	22.00		22.00		
D1500BOLS	BLUE JUMBO LID OVERLAPPING SOLID NO READER	1	1	EACH	12.75		12.75		
20000303260	2 HYMAX 2 FLIP COUPLING 2.10-3.03 OD RANGE	1	0	EACH	127.00		0.00		
Sub Total:							4,656.61		
Total:							\$ 4,656.61		

PAYMENT AUTHORIZATION

PO # 24-4849 Partial ☒ Complete ☐

Acct #: _____ \$ 4,656.61

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: DORRANCE ST. WATER LINE

DPT DIR: [Signature] ☐: 4-12-24

FINC DIR: _____ ☐: _____

CTY MNR: _____ ☐: _____

PURCHASE ORDER

PO Number: 24-4849

Date: 02/27/2024

Requisition #: 24-4982

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 DORRANCE WATERLINE REPLACEMENT - PARTS ONLY	610-571-58030	191-WATERLINE	0.00	172,875.93

Reya Herrera

City Manager

W. J. F. J. J.

Finance Director

As a

Purchasing Agent

SUBTOTAL:	172,875.93
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	172,875.93

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax – ID# 75-6000632

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

Invoice No.: **268233-002**
Date: **04/10/2024**
Page: **1 of 1**

Sold To:

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

Ship To:

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

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

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference	
NET/30 DAYS	268233-002	116680	MIKE	OUR TRUCK	02/08/2024		
Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension
345008B100AS-CP	8 X 1 SS SADDLE CORP CTS PJ POWERSEAL SADDLE	24	24	EACH	339.92		8,158.08
BA43342WGNL	1 X 3/4 ANGLE STOP CTS X MTR	23	0	EACH	104.19		0.00
Sub Total:							8,158.08
Total:							\$ 8,158.08

PAYMENT AUTHORIZATION

PO # 24-4850 Partial ☒ Complete

Acct #: _____ \$ 8,158.08

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: SECOND ST. WATER LINE

EST DIR: [Signature] ☐: 4-12-24

PRC DIR: _____ ☐: _____

CY MNR: _____ ☐: _____



CITY OF PALESTINE
504 North Queen Street
Palestine, TX 75801

PURCHASE ORDER

PO Number: 24-4850

Date: 02/27/2024

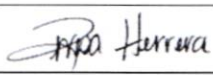
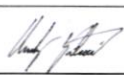
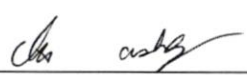
Requisition #: 24-4983

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

 City Manager	 Finance Director	SUBTOTAL:	56,899.34
		TOTAL TAX:	0.00
		SHIPPING:	0.00
 Purchasing Agent		TOTAL	56,899.34

1. Original invoice with remittance slip must be sent to: City of Palestine, 504 North Queen Street, Palestine, TX 75801.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

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



Agenda Date: May 13, 2024

To: City Council

From: Andrew Sibai, Finance Director

Agenda Item: Consider awarding Depository Services to Prosperity Bank for a three year term from May 22, 2024-May 21, 2027

Date Submitted: 05/08/2024

SUMMARY:

Consider awarding bid RFP 2024-007 - Bank Depository Services to Prosperity Bank for a three-year term from May 22, 2024, to May 21, 2027.

Staff received proposals from four local banks. Using the ranking from the RFP, staff determined Prosperity Bank to be the best choice for the City Depository. We are charged minimal fees and are guaranteed a 1% interest rate regardless of market conditions.

This agenda item includes a bid tabulation and the RFP that was sent to the banks.

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-007 - Bank Depository Services to Prosperity Bank for a three-year term from May 22, 2024, to May 21, 2027.

CITY MANAGER APPROVAL:

Attachments

Bid Tabulation

Depository RFP

City of Palestine 2024 Banking RFP Bid Tabulation									
Criteria	Prosperity Bank	Ranking (1-4)	Austin Bank	Ranking (1-4)	Commercial Bank of East Texas	Ranking (1-4)	Verabank	Ranking (1-4)	
Cost of Services									
Monthly Account Maintenance		0	4		4	92	1	12	3
Interest Rate	NOW rate (0.15%) + 0.3% Minimum of 1%		1	91 day T-bill minus 2.7% (2.54%) minimum of NOW rate (0.10%)	2	Money Market (3%) + 0.25% premium	3	Fed Funds -1.75% (3.75%) minimum 0.10%	4
Deposit Fee		0	4	0	4	0.15	2	0.25 or 0.06 or 0.09	1
Withdrawal Fee		0	4	0	4	0.15	1	0	4
Incoming Wire Fee		0	4	\$15	1	5	3	10	2
Outgoing Wire Fee		0	4	\$25	2	30	1	5	3
Monthly Wire Maintenance Fee		0	4	\$25	1	0	4	0	4
Regular ACH fee		0	4	\$0.15	1	0	4	0.1	2
Same-Day ACH Fee	\$	20.00	1	\$1.50	3	0	4	0.05	2
ACH Return Fee	\$	-	4	\$7.50	2	0	4	32	1
Statement Fee		0	4	\$0.00	4	15	1	0	4
Overdraft Fee		\$35.00	2	\$0.00	4	12% interest	4	32	3
Check Deposit Capture		0	4	\$35/month	3	35/month	3	35/month	3
Currency Orders		0	4	\$0.00	4	0.20/Roll 1.25/strap	1	0.25/Strap 0.05/Roll	2
NSF Fee		0	4	\$0.00	4	30	2	32	1
Deposit Correction		0	4	\$0.00	4	0	4	3	3
Stop Payment		0	4	\$0.00	4	20	1	0	4
Positive Pay		0	4	\$0.00	4	35/month	1	0	4
Responsiveness									
Ability to provide services	ACHs available until 5:30 PM for next day delivery		4	ACHS available until 3 PM for next day delivery	3	ACHS available until 2 PM for next day delivery	2	ACHS available until 3 PM for next day delivery	3
Electronic Access			4	ACHs	4		4		4
Municipal References									
# of municipalities or Local Gov		536	4	45	3	30	2	3	1
Ability to meet legal qualifications									
Federal Safekeeping Collateral	FHLB Dallas		4	Frost Bank	3	Frost Bank	3	Texas Independent Bank	3
Ability to provide collateralization									
			4		4		4		4
Total									
			84		72		59		65



This notice is published in the Palestine Herald Press on Saturday, April 13, 2024, and Saturday, April 20, 2024.

**CITY OF PALESTINE
REQUEST FOR PROPOSALS (RFP)
RFP 2024-007 – BANK DEPOSITORY SERVICES**

Sealed Proposals Due Date: April 29, 2024

The City of Palestine is requesting applications in the form of proposals from eligible and qualified financial institutions for bank depository services. The services being requested under this RFP include full-service basic banking services, including but not limited to receiving deposits, wire transfers (in and out), and stop payments.

The following schedule shall govern your proposal:

Monday, April 15, 2024, at 5:00 p.m., Central Standard Time (CST)

Deadline for inquiries, questions, or requests for information regarding this request for proposals. All questions and correspondence should be directed to Andrew Sibai, Finance Director, at asibai@palestine-tx.org.

Monday, April 29, 2024, at 1:00 p.m., Central Standard Time (CST)

Sealed proposals are due in the City Secretary's Office. The date and time received shall be noted on the envelope or box and initialed. Proposals cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before the proposal opening must be initialed by the signor of the proposal, guaranteeing authenticity. Proposals received after the published deadline shall remain unopened and be returned.

Monday, April 29, 2024, at 1:30 p.m., Central Standard Time (CST)

Sealed proposals will be opened and publicly read aloud in the City Hall Conference Room at 504 N. Queen Street, Palestine, Texas. Unmarked proposals received shall be opened for identification purposes only and resealed. The envelope or box shall be marked accordingly.

Your proposal must meet the qualifications and satisfy the requirements outlined in this RFP to be considered for this engagement.

Mailing Address and Hand Delivery Address:

City of Palestine
Attn: April Jackson, City Secretary
504 N. Queen Street
Palestine, TX 75801

Please include proposed fees for all three (3) years in your proposal: a clear price proposal for the first three years and proposed pricing for additional extensions.

One original proposal and two copies should be returned in a sealed envelope bearing the respondent's name and address and **“RFP 2024-007 – BANK DEPOSITORY SERVICES.”**

**CITY OF PALESTINE
REQUEST FOR PROPOSALS
RFP 2024-007 – DEPOSITORY BANK SERVICES**

Table of Contents

Introductory Information4

Calendar / Timeline.....4

Criteria for Evaluation5

Existing City Account Information.....5

Required Services6

Submission Checklist.....10

Standard Terms and Conditions.....12

Conflict of Interest Questionnaire.....17

**CITY OF PALESTINE
REQUEST FOR PROPOSALS
RFP 2024-007 – DEPOSITORY AND BANKING SERVICES**

I. INTRODUCTION

City Description. The City of Palestine is a political subdivision of the State of Texas (State), established in 1846. The County Seat and the largest city in Anderson County, Palestine, provides a full range of municipal services, including general government, economic development, cemetery, public safety (police and fire), parks and recreation, streets, community development, planning and zoning, code enforcement, public library, and municipal services such as water treatment, wastewater and engineering. The corporate limits of the city encompass approximately 19.5 square miles with a 1-mile extraterritorial jurisdiction. The U.S. Census Bureau 2019 estimated population was 17,730. The city operates as a Home Rule City under a Council-Manager form of government. The City Council comprises the Mayor and six Council Members. The City Manager is the chief executive officer of the City of Palestine.

City Departmental Organization. The City of Palestine provides all municipal services within city limits with the following structure:

- General Fund - City Manager, City Secretary, Legal, Human Resources, Finance, Municipal Court, Information Systems, Police, Fire, Emergency Management, Public Works, Street Maintenance, Fleet Maintenance, Airport, Parks, Cemetery, Library, and Development Services
- Enterprise Funds - Water / Wastewater / Utility Billing, Sanitation / Solid Waste
- Palestine Economic Development Corporation - Economic Development / Marketing, Main Street

Finance Operations. Finance is comprised of Accounting and Utility Billing.

- Accounts Payable generates approximately 350-400 checks per month. Check registers are posted on the City website's transparency page.
- Payroll generates approximately 200 paychecks per bi-weekly pay period, most of which are auto-deposit.
- Utility Billing generates approximately 6,500 residential utility bills each month.

The City's primary banking relationship is currently maintained at Prosperity Bank. Given the ongoing changes occurring within the banking industry and evolving technologies, it is the City's practice to review and evaluate its banking services periodically. The City wishes to create efficiencies, make improvements where possible, and take advantage of new, applicable technologies. It is the City's intent to maintain all commercial banking services with one financial institution to maximize cash flow and minimize administrative costs. Depository Bank Services Proposals must include services for the entire scope of the relationship outlined.

A. REQUEST FOR PROPOSAL

The City of Palestine is requesting applications in the form of proposals from eligible and qualified financial institutions for depository and banking services. Depository and banking services being requested under this RFP include full-service basic banking services, including but not limited to receiving deposits, wire transfers (in and out), and stop payments. This agreement will not cover any investment transaction activities other than safekeeping services, including receiving and

delivering securities, coupon collections, and maturity collections. The City plans to manage its own investment portfolio.

The City will endeavor to administer the proposal process according to the terms and dates outlined in this RFP. However, the City reserves the right to modify the activities, timeline, or any other aspect of the process. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of the proposing banks in connection with preparing or submitting a proposal.

B. MINIMUM QUALIFICATIONS

To ensure a close working relationship to facilitate available services (e.g., daily deposits and change orders), the City will consider banks with full-service capabilities within the City limits. Any required statement regarding equal opportunity and affirmative action should be included if required/desired. The proposal submitted will become part of the final contract.

C. TERM OF CONTRACT

The contract period will be three (3) years with one (1) three-year extension option, beginning May 21, 2024, and ending May 21, 2027. The depository contract shall provide that the City reserves the right to cancel any agreement, at any time, upon sixty (60) days prior written notice of its intent to terminate any agreement.

D. OBJECTIVES OF THE PROPOSAL

At the outset, the City wishes to communicate the primary objectives of the depository RFP, an important component of the overall treasury program of the City of Palestine:

The objective of the request for depository bank services is to solicit comparable market charges for services to be provided and to pay for all services provided by the bank. The City desires to enter into a contract that will minimize the City's costs and provide mutual benefit for the City and the bank.

This Request for Proposal, "RFP," is intended to serve as the bid form for the depository agreement. Several questions have been requested to be answered. The resulting depository contract is expected to contain a scope of work agreeing to RFP responses. To be considered for evaluation, the bidder should incorporate all points outlined and requested materials into their reply. Attachments will be appropriate to answer some of the questions.

II. CALENDAR OF EVENTS

Target Date Description of Events

City distributes the RFP document to local banks.

April 15, 2024 The deadline for questions regarding this RFP. Responses to all material questions will be communicated to all known proposers.

Bids are to be received Monday, April 29, 2024, at 1:00 p.m., Central Standard Time (CST) at the City Secretary's Office at Palestine City Hall.

Bids to be opened Monday, April 29, 2024, at 1:30 p.m., Central Standard Time (CST) by the City Staff.

City will award a contract for the City Depository on Monday, May 13, 2024.

III. CRITERIA FOR EVALUATION

Award recommendations will be based on the bid determined to be best on behalf of the City and taxpayers using the following general criteria as a basis for evaluation:

1. Cost of the proposed banking services, conversion, and implementation net of earnings.
2. Responsiveness, ability to provide requested services, ease of use of services, including electronic access.
3. Municipal references, experience, and continuity of local bank management
4. Ability to meet the legal qualifications and the terms and conditions specified.
5. Creditworthiness, ability to provide collateralization.

IV. CITY ACCOUNT INFORMATION

The City uses the following bank accounts. Other accounts may be set up as needed during the contract's term.

1. OPERATING ACCOUNT (ACCOUNTS PAYABLE ACCOUNT). The Operating Account will constitute almost all of the City's banking business. Intra-bank transfers to reimburse money to other City accounts, and most wire transactions will occur in this account. Positive Pay will be required on this account. Target balance: \$750,000 - \$1,000,000.
2. PAYROLL ACCOUNT Pass-through account, minimal balance. Positive pay is required on this account.
3. CIP FUND - restricted fund account
4. ECONOMIC DEVELOPMENT FUND - restricted fund, target balance \$1,500,000
5. UTILITY CIP FUND- restricted fund account

V. CITY'S BANKING SERVICES REQUIREMENTS

A. GENERAL DESCRIPTION OF SERVICES

The banking services to be provided are listed on the Bid Form; *see the attached estimated monthly volumes*. The following identifies and discusses the services to be provided and the requirements to be met. Please attach copies of reports and separate agreements that apply to each service, if applicable.

1. Controlled disbursement.
2. On-line reporting system which will provide the daily ending ledger, debit and credit detail, and collected balances from the prior day. Ability to customize multiple users' account access, functions, and dollar limits by City staff administrator.
3. Processing of all deposited items of checks and cash to include encoding services, credit and

debit advice given to the City within three business days of the debit or credit, clearing returned items twice, and return of stamped duplicated deposit slips to the City within one business day of the deposit.

4. General ACH services
5. General wire transfer services including on-line initiation of repetitive wire transfers with two-person initiate/approve controls.
6. Account reconciliation services
7. The City will require calendar-month-end monthly bank statements. Bank statements on all accounts shall be rendered within five (5) working days after the close of the cut-off date. Statements shall include transaction activity made on the last day of the period. The accompanying checks and deposit slips shall be arranged in numerical order for the operating account and payroll account. All other account statements should include debit/credit advices.

Positive pay services for the primary operating account.

8. Account analysis each month with all accounts grouped to obtain maximum credit for balances which shall clearly show volume counts, fees charged, and total prices for servicing the accounts. The account analysis shall also show average ledger balances, average collected balances, interest rates, and earnings credit calculations. Fees charged to the City directly by the bank are not subject to change for the length of this contract. If the City renews the contract under the two-year renewal option, prices may be negotiated at that time.
9. Local physical branch with merchant services, coin, and currency change fund.

B. COLLATERAL REQUIREMENTS

1. Securities Pledged

As security for the deposits of the City, the bank shall pledge to the City securities in compliance with the City of Palestine's Investment Policy and State of Texas' Government Code Title 10. F Chapter 2257 "Collateral for Public Funds. The securities comprising the pledge shall be valued at market.

2. Reporting Requirements

The bank shall provide the City a report of securities pledged at the end of each month or at any time requested. This report should reflect the following information at the end of each month:

Total pledged securities itemized by:

A. Issuer

- B. Type/description CUSIP number.
- C. Par value.
- D. Market value at month-end
- E. Maturity date
- F. Moody's or Standard and Poor's rating

Safekeeping of Collateral

The securities pledged shall be held in safekeeping under the name of the depository bank and pledged to the City of Palestine.

A copy of all security receipts shall be filed with the Finance Director of the City of Palestine on a monthly basis.

Please submit a copy of the safekeeping agreement with the Federal Reserve Bank to be used in the event you are awarded the depository bank contract.

The safekeeping agreement shall have signatories from the Federal Reserve Bank as trustee, the depository bank, and the City of Palestine.

3. Substitutions

Any substitutions of the securities or reductions in the total amount pledged shall be made only by and with the proper written authorization approved by the Finance Director or a designated representative. All securities to be pledged are subject to approval by the City.

C. DEMAND DEPOSIT ACCOUNTS

Please provide responses regarding demand deposit services:

1. Does the bank offer immediate (same day) credit for deposit items received during the regular scheduled banking hours? Are same-day credit deposit items "available" for same-day use by the City?
2. Does the bank offer Electronic Bank Statements, whereby the City can receive its bank statement electronically?
3. How many days after month-end will the City receive its bank account and analysis statements?

D. DIRECT FEES FOR SERVICES PROVIDED

The City desires an equitable reimbursement arrangement for the banking services provided. A direct fee basis for services provided by the bank with an offsetting earning credit for available balances is the method preferred by the City. This process requires the monthly calculation of a net banking service cost. The bank will calculate the total monthly service costs for all accounts and the total monthly earnings credit for all accounts on the account analysis statement. The net of

total service costs and total earnings credits equals net banking service costs for the month. Credit should be given the City for all account balances grouped together and not just single account balances. The City requires the ability to change from compensating balances to fees or reverse on thirty (30) days written notice (corresponding to a reporting period) throughout the contract period.

E. FUNDS TRANSFER REQUIREMENTS

Repetitive and non-repetitive wire transfers occur on a regular basis. The depository shall give both ledger and collected credit the day of the wire receipt. Credit to City accounts for incoming wire transfers should be immediate.

The City may actively invest in marketable securities. An outgoing wire transfer will be made in the morning for the reinvestment of funds expected by an incoming wire transfer. The depository shall allow the City to reinvest and to wire funds out in anticipation of an incoming wire transfer later in the day.

Notification to the City of incoming wire transfer or problems with outgoing wire transfers shall be made within one hour of the transaction. The City requires a wire process such that two authorized employees to initiate repetitive and non-repetitive wire transfers. All authorized employees shall be issued a personal identification number in order to initiate wire transactions. (Please attach a sample funds transfer agreement.)

F. OVERDRAFTS

In the event a check or checks presented for payment on any City account where there exists insufficient funds available for payment, the City will require the depository bank to outline a process to pay said checks and promptly notify the Finance Director or said designated representative of the existence of the overdraft situation. With notification, the City can wire same-day prior to 4:00 pm from one of two Government Pools: TexStar or TexPool.

Define in the bid form whether the bank would consider an overdraft to be a negative balance in any individual City account or a negative balance in all the City's accounts collectively. The City would expect the depository to view all City accounts together for purposes of any charges on overdrawn collected balances.

G. DIRECT DEPOSIT OF PAYROLL:

Direct Deposit of Payroll is currently utilized, with the majority of the City's employees participating. The biweekly payroll files are transmitted via the Internet for paydays that occur every other week, currently uploading on Wednesday, and paid on Thursday.

1. Please describe the bank's ACH and Direct Deposit service in detail.
2. What are the different ACH file transmission options available to the City?
3. What are the transmission deadlines for Direct Deposit ACH files? When (day and time) does the bank need the file from the City, and when specifically are funds debited from the City's

account?

4. Please detail the bank's back-up plans for data transmissions. The City requires immediate notification of any changes or problems and the ability to re-send a file or to delete a file.
5. What screening measures does the bank use to minimize errors on files sent to you i.e., pre-notes, ABA screening, etc.?

H. MERCHANT BANK CARD

The City currently contracts with Global Payment also known as Open Edge to accept Visa, MasterCard, and Discover payments or debit transactions primarily at one location for on-line utility bill payments.

1. Are settlement amounts listed separately on the bank statement?
2. Are settlement amounts listed separately by merchant location?

I. ELECTRONIC DIRECT PAYMENT SERVICES

The City currently offers utility billing customers (approximately 6,500, split into four weekly zones, for water, wastewater and sanitation) automatic bill payment and transmits billing files four times a month (plus occasional supplemental) requesting a debit of the customer's checking account. The City utilizes automatic draft but could consider offering an ACH Direct Debit option.

1. Please describe the bank's electronic bill payment, EFT and ACH services. Does the bank offer both ACH debit and credit programs as part of this service?
2. What hardware, software, and special programming are required for the implementation of an ACH credit program for payments to City vendors?
3. Please detail all costs associated with ACH for a vendor payment program.
4. Please detail all costs associated with your automatic bill payment program.

J. IMPLEMENTATION PLAN AND COSTS

The City requires a smooth and low-cost transition to a new bank or to enhanced services with its existing bank.

1. Please describe in detail, the bank's plan to implement the proposed services and to ensure a smooth, error-free conversion.
2. Please detail all costs and the responsible party (bank or City) associated with the conversion of all new services.

3. What conversion allowance will the bank provide to the City? Please state a specific dollar amount or identify those supplies, products or services included.
4. Will the bank provide on-site training for City personnel for all of the services selected? How is this typically structured?
5. Describe in detail how the bank handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about exactly whom the City will be calling and working with for the above-described situations and for the implementation of new services. Also, describe the bank's organizational structure as it relates to governmental clients and any other information that will be helpful in understanding the bank's internal relationships.

K. OTHER STIPULATIONS

1. The successful bidder shall notify the City in writing within ten (10) days of any changes in federal or state regulations or laws that would thereafter affect the depository agreement. The bank shall also notify the City of any services which become available to the City throughout the contract period.
2. The City expressly reserves the right and privilege to cancel the RFP and rebid the depository services.
3. All checks deposited by the City which do not clear the first time, should be submitted a second time before returning them to the City.
4. The bank's records relating to the City of Palestine accounts shall be open to review by either City council, staff or City-appointed independent auditors during normal business hours.
5. The proposing bank shall submit a copy of the last financial statements along with the last two quarterly FDIC CALL reports. The successful bidder shall provide to the City each quarterly CALL report as well as any public information concerning changes in the ownership, management or financial position of the bank or its parent.
6. The beginning date of the bank depository contract will be after City Council approves the awarding of the contract to be effective for a period of two years. If mutually agreed upon by the City and the bank, the contract may be extended two additional years. The contract should have provision to be automatically extended absent termination.
7. The resulting contract is governed by the laws of the State of Texas. Venue shall be in Anderson County coinciding with the location of both the city and the depository bank.
8. The City shall require a review meeting process at least once every six months to evaluate processes between the City and the depository bank and to identify, address, and resolve issues.

VI. SUBMISSION CHECKLIST

- A. Description of controls and safeguards including built-in or required customer-side controls.
- B. Sample statements
- C. Sample partial account reconciliation statement
- D. Availability of funds schedule with a clear explanation of deadlines
- E. Sample monthly pledged collateral report
- F. Sample safekeeping agreement for collateral
- G. Sample controlled disbursement agreement
- H. Sample funds transfer and ACH transaction agreements
- I. Sample stop payment agreement
- J. Annual financial statement of bank along with the last two quarterly FDIC CALL reports
- K. Proposed depository contract
- L. Proposed pricing schedules
- M. Cover letter signed by representative authorized to execute contract

Required Supplemental Information

Bank Profile: Please include the following information in proposal response:

Bank Overview - General overview of bank, customer service philosophy, and identification of any staff other than the primary office or branch that the City is located in and where the City will conduct its in-person banking business.

Municipal Experience – Describe the bank’s direct experience in servicing **public sector clients**. Please include: the number of public agency clients, the dollar amount of public funds on deposit, and bank’s knowledge of and adherence to the Texas Government Code including the Texas Public Funds Investment Act §2256 et al, Texas Public Funds Collateral Act §2287 et al, and other applicable laws.

Relationship Management – Identify the size and scope of your local banking unit, bank officers and staff responsible for the City’s accounts, what each person’s role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team.

Technical Support – Identify the bank's technical support capabilities, hours of availability, methods of contact, contact phone numbers and email addresses, and guidelines for use.

References: Please provide three (3) references that are of similar size and scope of service utilization as the City, preferably cities or public agencies. Include the following information for each reference:

- Contact Name & Title
- Name of Customer
- Address
- Telephone Number
- Number of Years as Customer
- Services Utilized

STANDARD TERMS AND CONDITIONS

CITY OF PALESTINE

Bidders are expected to examine the terms and conditions, specifications, drawings, instructions, and other relevant documents. Failure to do so will be at the bidder's risk.

Any request for explanations regarding this bid request for proposal or any request to modify specifications must be received by the City Secretary by stated deadline. Verbal explanations or instructions will not be binding. Any modification or explanation given to a prospective bidder will be furnished to all prospective bidders as an “*addendum*”, if such information is necessary to bidders in submitting bids or if the lack of such information would be prejudicial to uninformed bidders.

Specifications

Any reference to specific brand name or manufacture is intended to indicate the type and grade required. Bid on items if “*equal quality or better*” will be considered.

When possible, bids must be accompanied by samples, brochures, drawings, or printed specifications. There shall be no charge for samples. Final determination that items meet specifications rest with the City of Palestine.

The City of Palestine may inspect and/or test all material received. In the event the material fails to meet specifications as bid, the City reserves the right to void any contract or agreement in reference to this bid and reject all material. Awardee may be required to pick up all material at no cost to the City of Palestine. The awardee may also be liable for related laboratory and testing fees incurred by the City of Palestine.

Bids

Bid prices must be clearly printed or typed.

City of Palestine reserves the right to award each item separately, being independent of other items, unless otherwise stated by either party.

Quantities are estimated, base on projected use. It is specifically understood and agreed that these quantities are approximate, and any additional quantities will be paid for at the quoted price. It is further understood that the supplier shall not have a claim against the City of Palestine for quantities less than the estimated amount.

Submitting a Bid

Bids must be submitted in a sealed envelope at or before closing date and time. Facsimile bids will not be accepted. Bids received after the closing date and time will not be considered.

Modification: Bids may be modified by submitting a new bid. Envelopes should be marked clearly as a replacement bid with the date of the modification. Previous bids are considered void. Withdrawn bids must give written notice of withdrawal by the bid closing date and time, signed by an authorized representative.

Evaluation

The City may consider a bid non-responsive for the following reasons: poor service and/or product performance history regarding similar items; lack of financial stability, experience, resources, ability, capacity, skill, or organization to perform as bid, as defined by the City of Palestine; the City has a substantial reason to believe that bidder may not perform as bid; bidder does not have the ability to perform continued service and/or warranty work as required; other similar factors of concern.

The City will award the bid to the *lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality* and may consider the following factors: Bid or proposal prices, storage and/or transportation requirements; life expectancy; maintenance and operation cost; operating efficiency; training requirements; disposal value; product or service warranty; proposed delivery schedules; any factors that may cause the City to incur additional direct or indirect expenses for any reason; plus any other factors deemed relevant by the City of Palestine.

The City of Palestine reserves the right to: Waive as an informality, minor deviations from specifications at a lower price that the low bid meeting all aspects of the specifications and consider it, if it is determined that the total cost is lower than the overall function is improved or not impaired, waive any defect, irregularity or informality in any bid, or bidding procedure; reject or cancel any and all bids, reissue a bid invitation; extend the bid opening time and date; procure any item by other means; and consider and accept an alternate bid as provided herein when most advantageous to the City.

Contract

The anticipated contract is effective for a period of three years from the day the City Council votes to accept the bid, unless a different time period is identified in the bid sheet or specifications. All pricing will be held firm during the three-year contract period.

At the end of the three year contract period, the City desires to offer an option to renew the contract for an additional three year period with the same terms, conditions, and prices as the original contract. The city anticipates contract language to terminate the contract with no less than 60 days' written notice.

Dispute Resolution

Pursuant to the provisions of Section 271.154 of the Local Government Code, the following procedures must be followed to present a claim under the contract:

- Notice of the grounds for a claim shall be provided in writing to the City Manager. Notice shall be given no less than 30 days prior to a Request for Mediation.
- If the bidder is dissatisfied with the response of the City to its notice, the bidder may submit a Request for Mediation to the City Manager. The bidder and the City shall, within 15 days of the submission of the request, agree on a mediator or request that a mediator be designated by the American Arbitration Association.
- No suit may be brought by a bidder to enforce its rights under the contract unless notice has been given, and unless the dispute has been mediated by both parties. The City may, however, waive the requirement that the dispute be mediated before suit may be filed.

By these provisions, the City does not waive immunity from suit or liability that has not been waived by the Texas Legislature.

Conflicts of Interest

It shall be a conflict of interest for any employee of the City of Palestine to initiate directly or indirectly procurement when the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

Insurance Requirements

Except as otherwise specified in the contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Palestine. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

Certificates of Insurance

At the time of the execution of the contract and each subcontract, but in any event prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates of insurance shall state the City of Palestine as Additional Insured where applicable. The certificates of insurance provide that have company issuing an insurance policy for the work under the contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Palestine upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are the "occurrence" type. Certificates of insurance for contractor and subcontractor, terminations, or alteration of such policies shall be mailed to City of Palestine, Attn: Tom Frank, Administrative Assistant Finance, 504 North Queen Street, Palestine, Texas 75801.

Comprehensive General Liability

This insurance shall be an occurrence type policy written comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Palestine or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor or his subcontractors under the article entitle indemnification and completed operation, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

Workers' Compensation and Employers' Liability

The contractor shall protect himself and his subcontractors by carrying statutory worker's compensation insurance.

Indemnification

For consideration included in the BID price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City of Palestine, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Palestine, its agents, guest, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with the contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Palestine against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor (s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Palestine, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses. Expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

Waiver of Subrogation

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Palestine, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: _____

Address: _____

City, State, Zip: _____

Signature of company official
authorizing this bid: _____

Printed Name: _____

Title: _____

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
<div></div> <div></div> <div></div> - <div></div> <div></div> - <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
or
Employer identification number
<div></div> <div></div> - <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**STATE OF TEXAS – FORM CIQ
CONFLICT OF INTEREST QUESTIONNAIRE**

For A Vendor or Other Person Doing Business with the City of Palestine

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Palestine not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Palestine, Attn: Finance, 504 N. Queen St., Palestine, TX 75801.

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Palestine employee or officer is defined as a member of the Palestine City Council, Palestine Economic Development Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

Company Name:	
Representative Name:	
Address / Phone:	

2. Check this box if you are filing an update to a previously filed questionnaire.
3. Name of each employee, official, or contractor of the City of Palestine who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the affiliation or business relationship with your firm.

Name	Affiliation or Business Relationship

State of Texas-Conflict of Interest Form (CIQ)
Continued
Page 2

Complete item 4 below only if you have listed someone in item 3 on the previous page. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

4. Name of City of Palestine officer with whom the vendor/business has affiliation or business relationship.

A	Is the City of Palestine employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	NO
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Palestine officer named in this section and the taxable income is not from the City of Palestine?	YES	NO
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Palestine employee or officer serves as an officer or director, or hold an ownership of 10 percent or more?	YES	NO
D	Describe each affiliation or business relationship.		

5. Signature

Signature of person doing business with the City of Palestine (filer)

Date



Agenda Date: May 13, 2024
To: City Council
From: Andrew Sibai, Finance Director
Agenda Item: Consider approval for surplus items and equipment to be auctioned
Date Submitted: 05/08/2024

SUMMARY:

This agenda item requests City Council approval to sell the items listed on the attached documents through an online auction service.

The City has sold items using this method for the past three years, and it has been very beneficial in freeing up space and allowing the public to bid on items that are no longer cost-effective for the City to operate.

The City will set a date and advertise it through normal communication channels to notify the public so they can have an opportunity to place a bid.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Pallet bulk items
Auction Vehicles
Other Items

Auction Items:

Pallet 1: Computer towers, monitors, miscellaneous cords



Pallet 2: Computer towers, printers, monitors, stereo system, miscellaneous items



Pallet 3: Tire chains, line detection equipment, miscellaneous cords



Pallet 4: Metal carts



Pallet 5: Metal Carts



Pallet 6: Computer desk, sound board, pc parts, miscellaneous items



Pallet 7: Round table with 5 chairs



Pallet 8: Swimming pool ring, life jackets, Miscellaneous items



Pallet #9 – red cart, packer, trash can, pole bases, storage container



Pallet 10: Pallet jack (ONLY) does not hold compression



Pallet 11: Miscellaneous Christmas items



Pallet 12: Miscellaneous Christmas décor (Plastic Deer)



Pallet 13: Metal sinks and miscellaneous items



Pallet 14: Hopper, ADA hoist for pool, carpet tiles, miscellaneous items



Pallet 15: Printer, misc. cables, pc parts, filing accessories



Pallet 16: Cabinets, Fire Department costume, plush toys



Pallet 17: Table and table tops



Pallet 18: two tables, table top, misc office furniture legs and cabinet sides



Pallet 19: Miscellaneous chairs



Pallet 20: Head Rack for back of pickup



Pallet 21: Church Altar, miscellaneous wood



Pallet 22: Metal storage cabinet



Pallet 23: Car Lift



Pallet 24: Plastic and metal stands



Item A: Black and White bug bike



Item B: White bug bike



Item C: Purple Bug Bike



Item D: Harley Motorcycle (AS IS)



Grasshopper Model 430D Serial # 6213826 Belly Deck Mower





Grasshopper Model 321D Serial # 5314154 Belly Deck Mower





Grasshopper Model 729BT6 Serial # 6711250 Front Deck Mower





Grasshopper Model 729BT6 Serial # 6711248 Front Deck Mower





Kubota ZD331





Grasshopper Model 729BT6 Serial # 6711249 Front Deck Mower





Vehicles for Auction:

Vehicle #404

VIN: 1FTEW1C82HKD76629

2017 FORD F150XL 4 DOOR WHITE

WAS RUNNING WHEN PARKED, HAS KEYS, TITLE



FORD F150XL 2009 RED 4 DOOR

VIN: 1FTRW12W39FA31587

WAS RUNNING WHEN PARKED, TITLE, HAS KEYS, BED COVER



FORD VAN E350, 2 DOOR WITH SLIDING DOOR 2007

VIN: 1FBSS31L77DA78232

WAS RUNNING WHEN PARKED, KEYS, TITLE



VEHICLE 106 CHEVY 2005 3500 TWO DOORS, SLIDING DOOR

VIN: 1GAHG39U251104375

WAS RUNNING AT TIME IT WAS PARKED, KEYS, TITLE



Patco Product – Speed Monitoring Awareness Radar Trailer white in color

Unknown VIN

Has built in tool box



2007 White 4 Door Crown Victoria Ford

VIN: 2FAFP71V98X102635



AUCTION VEHICLES WITHOUT TITLES/FILE LOST TITLE

2009 FORD F150 RED 4 DOOR

VIN: 1FTRW12W19FA31586

WAS RUNNING WHEN PARKED, KEYS, NO TITLE



VEHICLE #5011, 4 DOOR WHITE 2005 FORD F150 TRITON

VIN: 1FTRX12WX5KD79417

WAS RUNNING WHEN PARKED, KEYS, NO TITLE, FLAT TIRE RIGHT REAR, TOOL BOX AND HEADRACK



1993 GMC DUMP TRUCK 2 DOOR WHITE

VIN: 1GDM7H1J4PJ510841

WAS RUNNING WHEN PARKED, KEYS, NO TITLE, SEATS WORN



UNKNOWN YEAR MODEL, HARLEY DAVIDSON MOTORCYCLE VEHICLE #M2, BLACK

VIN: 1HD1FMM168Y637760

WAS RUNNING WHEN PARKED, UNKNOWN KEYS, NO TITLE



Updated Auction Items on Pallets:

D – change to 3 white desks, filing cabinet and rolling cabinet



E – Two tables, misc items



F – 2 generators (unknown if work), 3 weed eaters (unknown if work), fog machine (unknown if works)



G – 2 seats from patrol unit, 1 pump (unknown if works)



H – Police lights, radar equipment, misc police items



I – gun safe, 2 tool boxes



J – Safety screens from rear of patrol unit, misc police items



K – 26” black rims with tires



L – 2 chest style filing cabinets and white board



M – office partitions



N – Pallet of old weed eaters, blowers





Agenda Date: May 13, 2024
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Amend City's Certification Pay List
Date Submitted: 05/08/2024

SUMMARY:

To amend City authorized certification pay list for to add On-site Sewage System (OSSF)/Designated Representative License (DR).

Designated Representative License: must be licensed by the TCEQ and work for an authorized agent of the TCEQ. They perform site evaluations (when it is part of their job duties), complaint investigations, system evaluations, and inspections of OSSFs that have been issued an authorization to construct to ensure the installation of the OSSF meets the criteria established by the TCEQ, or by the Authorized Agent Order approved by the TCEQ, whichever is more stringent.

As per regulatory requirements, the city is obligated to secure the services of an individual certified by the Texas Commission on Environmental Quality (TCEQ) to manage on-site sewage system operations. Unfortunately, the retirement of the individual possessing this certification has created a significant void in the city's regulatory compliance structure. In response to this vacancy, the county temporarily assumed responsibility for meeting this obligation.

With the successful completion of the requisite training and acquisition of the necessary license, we are pleased to announce that one of our employees is now fully qualified to oversee on-site sewage system operations as mandated by the Texas Commission on Environmental Quality (TCEQ). As a result, we update our certification pay list to reflect this newfound certification. This ensures that the individual is duly recognized and compensated for their qualifications and responsibilities.

RECOMMENDED ACTION:

Staff recommends that Council amends the City Certification Pay List.

CITY MANAGER APPROVAL:

Attachments

Certification

**INCENTIVE
PAY RATE
(MONTHLY)**

CERTIFICATION

Level One:

\$40.00

Fire Department EMT - Basic Certification

Level Two:

\$50.00

Basic Tele communicator Certification

Fire Department EMT - Intermediate

Court Clerks Certification Level One

Basic Peace Officer Certification (REMOVED)

Animal Control Officer

Pesticide Private Applicator License

Mosquito Control Applicator License

Equine Cruelty Investigator License

Permit Clerk

Backflow Prevention Assembly Tester License

On-site Sewage Facility (OSSF) – Designated Rep (DR)-
Certification (Proposed) 05/13/2024

Fire Fighter Basic

IMSA Public Safety Technician Signs & Markings Level II

Level Three:

\$75.00

Intermediate Tele communicator Certification

Fire Department EMT-Advanced

Level Four:

\$100.00

Criminal Investigation Unit

Advanced Tele communicator Certification

Code Enforcement License

Building Inspection Plan Review

Texas State Certification of Food Management

Certified Event and Meeting Planner

Court Clerk Certification Level II

Bi-lingual Incentive Pay

Advanced Animal Control Officer

Commercial Electrical Inspector

Property Maintenance and Housing Inspector

Plumbing Inspector License

Fundamentals of Payroll

Floodplain Manager Certification

Housing Code Official Certification

Fire Plans Examiner

Assignment Pay Fire Training Capt. Fire Instructor II
 Water Treatment or Distribution (C-Certificate)
 Wastewater Treatment or Class III Collection (C-Cert.)
FTO TRAINING OFFICER

Certified Tourism Executive (CTE)
Certified Pool Spa Operator
Official Vehicle Inspector **approved
CDL -approved

Level Five:

\$150.00

Police Officer Intermediate License
 Code Enforcement License Intermediate
 Fire Department Intermediate
REMOVE Certified Pool Inspector(PROPOSED)
 Certified Professional in Food Safety

Level Six:

\$200.00

Drug Investigation Unit
 Certified Public Manager
 City Secretary Certification
 Certified Payroll Professional
 Master Tele communicator Certification
 Water Treatment or Distribution (B-Certificate)
 Wastewater Treatment or Class II Collection (B-Certificate)

Level

Seven:

\$250.00

Fire Department Advanced Certification
 Advanced Peace Officer Certification
 Court Clerk Certification Level 3
 Fire Department Paramedic Certification
 Water Treatment Plant (A-Certification)
 Wastewater Treatment Plant (A-Certification)

Level Eight:

\$350.00

Master Peace Officer License
 Master Fire Department
 Certified Court Manager
 Certified Public Accountant

2023

College hours: \$1 per 3 semester hrs; minimum 30 hrs.; maximum \$40 per month.



Agenda Date: May 13, 2024

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider authorizing City Manager to seek sealed bids for sewer line replacement from E Crawford to Kroger parking lot

Date Submitted: 05/08/2024

SUMMARY:

Consider authorizing the City Manager to seek sealed bids for sewer line replacement from E. Crawford Street to Kroger parking lot. This line has water infiltrating into the sewer line and is at the bottom of the creek. We need to replace this section, so we are not treating rainwater at the Waste Water Treatment Plant.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to seek sealed bids for sewer line replacement from E. Crawford Street to Kroger parking lot.

CITY MANAGER APPROVAL:

Attachments

Map



Agenda Date: May 13, 2024

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider authorizing City Manager to accept quote from Buyboard for Yaskawa 300 hp Drive from Trane

Date Submitted: 05/08/2024

SUMMARY:

Consider authorizing the City Manager to accept the purchase of 1 Yaskawa Model Z1B1361PMBRTL 300 HP, 480V, 361A from Trane Technologies for the Raw Water Pump Station in the amount of \$49,240.00. Our current drives do not function properly; we can not get parts because they are phased out/outdated. In replacing these, we will have newer drives that are more up to date with a more readily available list of parts. These drives are variable frequency drives and allow the pumps to be started slowly and ramp up to speed and to minimize damage to pumps during start-ups and shut-downs.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to accept the purchase of 1 Yaskawa Model Z1B1361PMBRTL 300 HP, 480V, 361A from Trane Technologies for the Raw Water Pump Station in the amount of \$49,240.00.

CITY MANAGER APPROVAL:

Attachments

Water Treatment Plant



Proposal

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: James Martin

Date: May 8, 2024

Job Name:

City Of Palestine – WT Plant 300 HP Drives

Buy Board Contract No. 720-23

Opportunity No. 7659467

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

(1) Yaskawa Model Z1B1B361PMBRTL, 300 HP, 480V, 361A.

- UL listing and CSA approval
- Built-in real time clock for time and date stamping events
- Voltmeter, ammeter, kilowatt meter elapsed run time meter
- Diagnostic fault indication
- S-curve soft start / soft stop capability
- Dynamic noise control for quiet motor operation
- Programmable security code
- Eight programmable digital inputs
- Four programmable relays
- Seven preset speeds
- LCD keypad with hand/off/auto functions.
- Input disconnect switch with a lockable, through-the-door operating mechanism
- Drive output and bypass contactors are both electrically and software interlocked.
- BACnet, Siemens Apogee, Metasys N2, and Modbus communication protocols as standard
- Door mounted control keypad with LCD display
- UL Type 1 enclosure
- 3-contactor bypass
- Circuit Breaker (100kAIC)
- Input Reactor 3%
- LonWorks
- 3 year Parts Labor and Travel warranty with Factory authorized start-up & training ****

Total Net Price per drive (Excluding Sales Tax) \$ 42,690.00

Total price to install Drive\$ 6,550.00

Total project price for both drives with installed.....\$ 49,240.00

Sincerely,

Tim Alexander / Ronnie Weems- Sales

Trane U.S. Inc.

9225 Premier Court

Shreveport, LA 71106

Office Phone: (318) 683-4100

Acceptance of this proposal by buyer is expressly conditioned upon each of the terms, provisions and conditions set forth under Trane's Terms and Conditions of Sale.

Purchase Order:

Purchaser - Company Name

Signature

Name: _____

Title: _____

Date: _____

A emailed copy represents a legal and binding document

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's

obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY).** In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract,

Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)
Supersedes 1-26.251-10(0614)



Agenda Date: May 13, 2024

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider authorizing City Manager to accept quote for 300 HP Motor for Raw Water/Vertical Turbine and installation for Water Treatment Plant

Date Submitted: 05/07/2024

SUMMARY:

Consider authorizing the City Manager to accept a quote through buy board for a new 300 HP Motor for Raw Water/Vertical Turbine and installation for Motor #3 at the Water Treatment Plant from Smith Pump Company, Inc. in the amount of \$31,479.00.

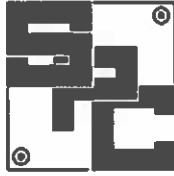
RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to accept a quote through buy board for a new 300 HP Motor for Raw Water/Vertical Turbine and installation for Motor #3 at the Water Treatment Plant from Smith Pump Company, Inc. in the amount of \$31,479.00.

CITY MANAGER APPROVAL:

Attachments

Smith Pump

**Smith Pump Company, Inc.**

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
Fed ID: 74-1460081

Quote No: 38505**Thursday, April 11, 2024**

Page: 1

Attention:**City of Palestine**

acctclerk@palestine-tx.org
1620 W. Palestine Avenue
Palestine, TX 75801
Phone: 903 731 8400
Fax: 903 731 8486

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Sincerely,

Line: 1	Part ID: 2002-300HP-1800-460/3-WPI	Rev: 0
	Motor-VHS-HT-300HP-1800-460/3-WPI	
	Lead Time: 2 to 3 weeks after receipt of PO or signed quote.	
	Motor Base Diameter = 20"	
	Motor BX (shaft diameter) = 1-11/16"	
Quantity U/M	Unit Price Discount Discounted Unit Price	Addl Charge Lead Time Total Price
1.00 EA	28,168.00000	\$28,168.00
Line: 2	Part ID: 4201	Rev: 0
	Install Vertical Motor	
	(1) Field Service Technician to Install and Reconnect a Vertical Motor.	
	Includes:	
	1. Labor, Mileage to/from Jobsite, Transport Motor to Shop for Inspection and Crane to lift and set motor.	
Quantity U/M	Unit Price Discount Discounted Unit Price	Addl Charge Lead Time Total Price
1.00 EA	3,311.00000	\$3,311.00

Salesperson: TXEAST - Matt Ramburger

Prices are Valid Until Saturday, May 11, 2024

ACCEPTED BY: _____

PRINTED NAME: _____

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: _____

This quotation is made in accordance to BuyBoard Contract Number 672-22.



Agenda Date: May 13, 2024
To: City Council
From: Susan Davis, Planning Technician
Agenda Item: Consider Approval of the Final Plat for the Overlook Apartments
Date Submitted: 05/08/2024

SUMMARY:

Discussion and consideration of the final plat for the Overlook Apartments Addition for approval of a 60' R.O.W. dedication of Overlook Way. During plan review, a plat was administratively approved by Public Works and Development Services and filed in the official public records of Anderson County on January 15, 2021. The Overlook Apartments has requested to dedicate the roadway identified as Overlook Way to the City. Pursuant to Section 40-53(1)(a) of the Code of Ordinances, a Major Plat involves laying out or realigning streets or other public or private access ways. A Major Plat requires approval of the Planning & Zoning Commission and City Council. During its regular meeting held on May 2, 2024, the Planning & Zoning Commission unanimously approved the plat by 4-0 vote.

RECOMMENDED ACTION:

For discussion and consideration.

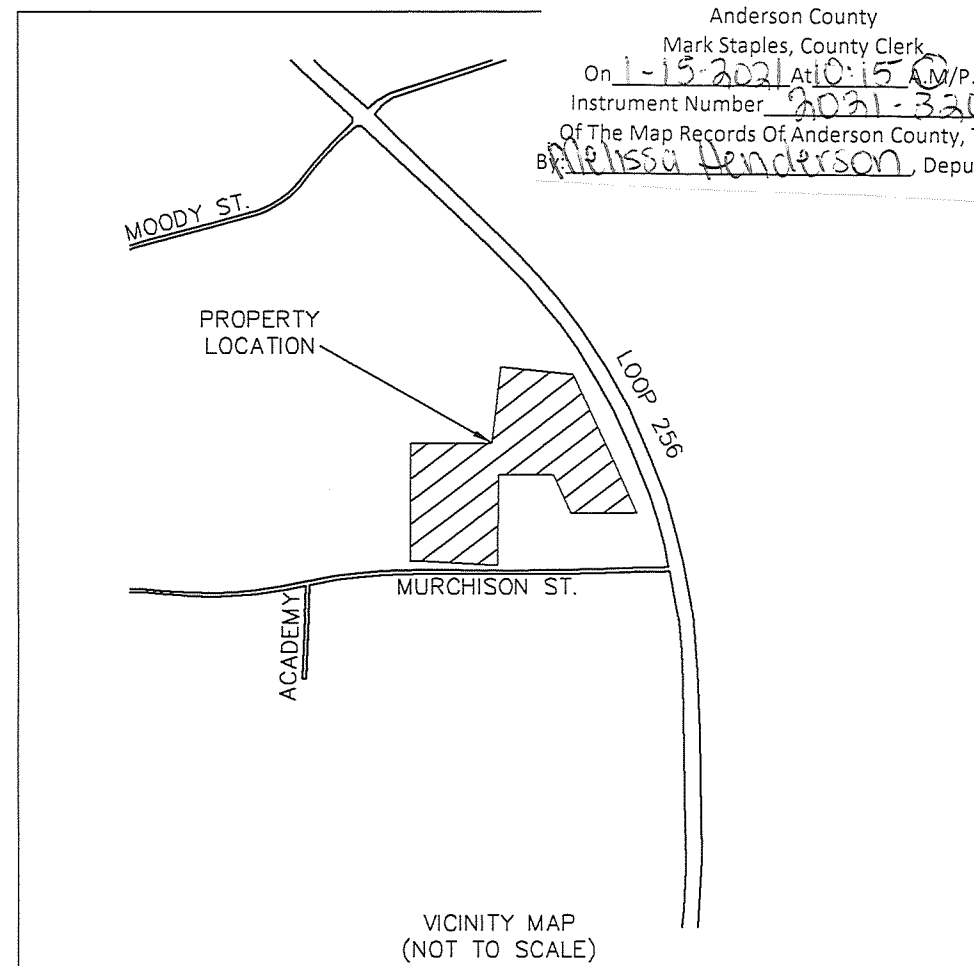
CITY MANAGER APPROVAL:

Attachments

Overlook Plat
Road Dedication Deed

Map Envelope Number: 431B

STATE OF TEXAS
COUNTY OF ANDERSON
Filed For Record In
Anderson County
Mark Staples, County Clerk
On 1-15-2021 At 10:15 A.M.
Instrument Number 2021-320
Of The Map Records Of Anderson County, Texas
By Missu Anderson, Deputy Clerk



LEGAL DESCRIPTION:

All that certain tract or parcel of land situated in the S. G. Well Survey, Abstract 65, being a part of that certain called 31.612 acre tract described in a Special Warranty Deed from United Southwest Realty, L.P. to the Board of Trustees of Grace United Methodist Church, dated June 13, 2001, recorded in Volume 1674, Page 87, of the Deed Records of Anderson County, Texas, also being all of that certain called 0.596 acre tract described in a Sheriff's Tax Resale Deed from the City of Palestine, trustee for itself et al to Grace United Methodist Church, dated June 25, 2003, recorded in Volume 1794, Page 31, of the Deed Records of Anderson County, Texas, and also being all of Lots 1, 2, and 3, Block A, East Loop Industrial Park, according to the Replat thereof recorded in Cabinet 'E', Slide 402-B, of the Plat Records of Anderson County, Texas, being more completely described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for the northeast corner of said 31.612 acre tract, same being in the west right-of-way line of State Highway Loop No. 256;

THENCE, South 44°22'23" East, with said west right-of-way line of State Highway Loop No. 256, a distance of 12.05 feet to a concrete right-of-way monument found for a corner of the herein described tract;

THENCE, South 32°46'24" East, continuing with said west right-of-way line of State Highway Loop No. 256, a distance of 515.05 feet to a 1/2" iron rod found for a corner of the herein described tract;

THENCE, South 31°51'27" East, continuing with said west right-of-way line of State Highway Loop No. 256, a distance of 272.33 feet to a 1/2" iron rod found for the easternmost southeast corner of said 31.612 acre tract;

THENCE, South 82°33'09" West (the adjoining tract being described as Lot 1, Academy Addition, as shown on the Final Plat thereof recorded in Envelope No. 175-C, A.C.P.R., for reference), with the easternmost south line of said 31.612 acre tract, a distance of 345.32 feet to a 1/2" iron rod found for an interior corner of said 31.612 acre tract;

THENCE, North 31°50'58" West, with the easternmost west line of said 31.612 acre tract, a distance of 219.75 feet to a 1/2" iron rod found for the southeast corner of said 0.596 acre tract;

THENCE, South 82°29'18" West, with the south line of said 0.596 acre tract, a distance of 289.74 feet to a 1/2" iron rod found for the southwest corner of said 0.596 acre tract, same being in the west line of Lot 1, Block A, East Loop Industrial Park, according to the Replat thereof recorded in Cabinet 'E', Slide 402-B, of the Plat Records of Anderson County, Texas;

THENCE, South 07°32'11" East (the adjoining tracts being the remainder of Lot 1, and Lot 2, Academy Addition, according to the plat thereof recorded in Envelope 175-C, of the Plat Records of Anderson County, Texas, for reference) with the east line of said Lot 1, Block A, a distance of 471.82 feet to a 1/2" iron rod found for the southeast corner of said Lot 1, Block A, same being in the north right-of-way line of Murchison Street (a 60-foot wide right-of-way);

THENCE, South 85°20'15" West, with said north right-of-way line of Murchison Street, a distance of 360.73 feet to a 1/2" iron rod found in the south line of said Lot 3, Block, same being the beginning of a curve to the left having a radius of 2,575.00 feet;

THENCE, with said curve to the left having a radius of 2,575.00 feet, a central angle of 02°07'01", and a chord bearing and distance of South 81°29'57" West, 95.13 feet, an arc length of 95.14 feet to a 1/2" iron rod found for the southwest corner of said Lot 3, Block A;

THENCE, North 07°44'32" West (the adjoining tract being Lot 4, of said Block A, East Loop Industrial Park, for reference), with the west line of said Lot 3, Block A, a distance of 616.85 feet to a 1/2" iron rod found for the northwest corner of said Lot 3, Block A;

THENCE, North 82°13'21" East (the adjoining tract being described in a deed recorded in Vol. 1463, Pg. 707, A.C.D.R., for reference), with the north line of said Lots 1, 2, and 3, Block A, a distance of 423.02 feet to a 5/8" iron rod found for the northernmost northeast corner of said Lot 1, Block A;

THENCE, North 01°27'35" West (the adjoining tract being described in a deed recorded in Vol. 1463, Pg. 707, A.C.D.R., for reference), with the northernmost west line said 31.612 acre tract, a distance of 398.02 feet to a 1/2" iron rod found for the northernmost northwest corner of said 31.612 acre tract;

THENCE, North 87°56'05" East (the adjoining tract being described in a deed recorded in Vol. 1175, Pg. 350, A.C.D.R., for reference), with the north line of said 31.612 acre tract, a distance of 380.74 feet to the POINT OF BEGINNING and containing 14.560 acres of land.



NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

OWNER'S STATEMENT:

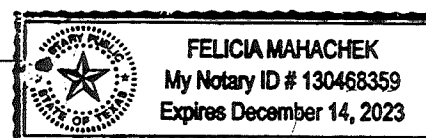
THAT WE, THE OVERLOOK LIFESTYLE APT HOMES LLC, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, ARE THE OWNERS OF THE TRACT SHOWN HEREON AND DO ACCEPT THIS AS OUR PLAN FOR THE SUBDIVIDING INTO LOTS AND BLOCKS AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS SHOWN HEREON. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

WITNESS, MY HAND, THIS THE 28th DAY OF December, 2020.

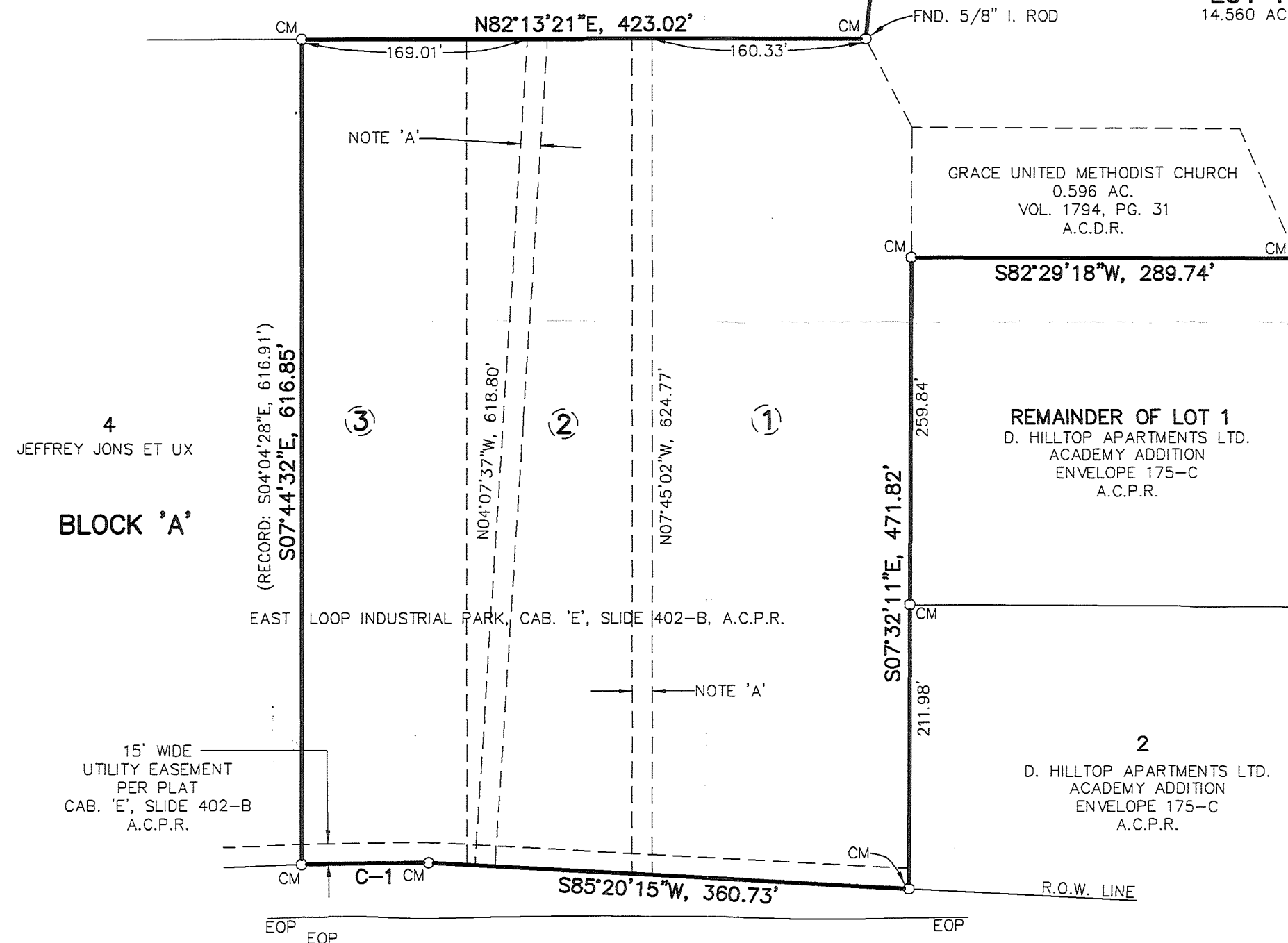
BY: Marie C. Freeman
MARIE C. FREEMAN, PRESIDENT
THE OVERLOOK LIFESTYLE APT HOMES LLC

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 28th DAY OF December, 2020.

Felicia Mahachek
NOTARY PUBLIC



CHRIST COMMUNITY CHURCH
TRACT 1
35.425 AC.
VOL. 1463, PG. 707
A.C.D.R.



MURCHISON STREET (60' R.O.W.)

SURVEYOR'S STATEMENT:

I, JORDAN VULGAMOTT, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6613, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH OF MAY, 2019.

Jordan Vulgamott
JORDAN VULGAMOTT
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6613
STATE OF TEXAS



LEGEND
CM=CONTROLLING MONUMENT
EOP=EDGE OF PAVEMENT

S. G. WELLS SURVEY, A-65

(BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83 MAP DATUM)

INDICATES FND. 1/2" I. ROD
UNLESS OTHERWISE NOTED.

INDICATES SET 1/2" I. ROD
UNLESS OTHERWISE NOTED.

ALL IRON RODS SET ARE
MARKED WITH A PLASTIC CAP:
RPLS 2114.

L-1 S32°08'27"E, 65.13'
L-2 N07°33'57"W, 59.87'

C-1
RADIUS=2,575.00'
DELTA=02°07'01"
CHORD=S81°29'57"W,
95.13'
LENGTH=95.14'

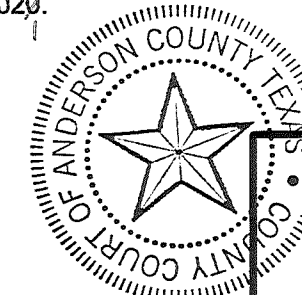
NOTE 'A'
15' WIDE PUBLIC WATER
LINE EASEMENT PER PLAT
CAB. 'E', SLIDE 402-B
A.C.P.R.

WE, THE UNDERSIGNED, DIRECTOR OF UTILITIES AND DIRECTOR OF DEVELOPMENT SERVICES OF THE CITY OF PALESTINE, TEXAS, CERTIFY THAT THE PLAT CONFORMS TO THE CITY COMPREHENSIVE PLAN, AND ALL APPLICABLE DESIGN CRITERIA AND STANDARDS OF THE CITY OF PALESTINE, TEXAS. DATED THIS THE 28th DAY OF December, 2020.

Felicia Davis
DIRECTOR OF UTILITIES

W. Mark Staples
DIRECTOR OF DEVELOPMENT SERVICES

FINAL PLAT
OVERLOOK APARTMENTS ADDITION
14.560 AC. IN 1 LOT
CITY OF PALESTINE
ANDERSON COUNTY, TEXAS



BMS TYLER SURVEYORS
BOB MATUSH SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
2624 KENSINGTON DRIVE, SUITE 107 TYLER, TEXAS 75703
TEL. (903) 561-7287 www.brmstyer.com
T.B.P.L.S. FIRM NO. 10048200

JOB NO. 18-329 DATE: 24 JUNE 2019 SCALE: 1"=100'

I, MARK STAPLES, ANDERSON COUNTY CLERK, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 15th DAY OF January, 2021.

Mark Staples
COUNTY CLERK, ANDERSON COUNTY, TEXAS

PLAT RECORDED IN MAP ENVELOPE NO. 431B
DATE RECORDED: 1-15-2021

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ROAD DEDICATION DEED

Date: May 13, 2024

Grantor: The Overlook Lifestyle Apt Homes LLC

Grantor's Mailing Address (including county):
P.O. Box 803424
Dallas, Dallas County, Texas 75380

Grantee: City of Palestine, Texas

Grantee's Mailing Address (including county):
504 North Queen Street
Palestine, Anderson County, Texas 75801

Consideration:
Grantor owns the Property and desires to donate the Property to Grantee to support the programs of Grantee.

Property (Including any Improvements):
All of Grantor's undivided interest, right, title and interest in and to those certain lots, tracts, or parcels of land, being a part of Lot 1, Academy Addition, an addition to the City of Palestine, Texas, containing 0.440 acres, more or less, and being more particularly described in Exhibit "A" attached hereto and made part hereof.

Exceptions to Conveyance:
Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments that affect the property.

Grantor hereby gives, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors or assigns forever. Grantor does hereby dedicate the afore-referenced tracts of land for public use as vehicular traffic thoroughfares and may be improved and maintained by the City of Palestine so long as the property remains in the domain of the City of Palestine and its successors as necessary to facilitate such use, provided such use, improvements and maintenance are consistent with the location of the thoroughfares in a subdivision as well as for installation of utilities as may be permitted by the City of Palestine in said thoroughfares.

This Deed is made without warranty of title, express or implied. By acceptance of this Deed, Grantee accepts the Property AS IS AND WITH ALL FAULTS, and without any representations or warranties, express or implied, regarding title to the Property; the condition of the Property; the value of the Property; or any other matter pertaining to the Property.

THE OVERLOOK LIFESTYLE APT HOMES LLC

By: _____
Marie C. Freeman, President

STATE OF TEXAS
COUNTY OF ANDERSON

This instrument was acknowledged before me by Marie C. Freeman in her capacity as President of The Overlook Lifestyle Apt Homes LLC on the ____ day of May 2024.

Notary Public, State of Texas

AGREED and ACCEPTED:

Teresa Herrera, City Manager
On behalf of the City of Palestine, Texas

STATE OF TEXAS
COUNTY OF ANDERSON

This instrument was acknowledged before me on the ____ day of May 2024, by
_____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City Secretary
504 N. Queen Street
Palestine, TX 75801



Agenda Date: May 13, 2024

To: City Council

From: April Jackson, City Secretary

Agenda Item: Consider Approval of Fair Housing Month Proclamation of June as City's Fair Housing Month

Date Submitted: 05/08/2024

SUMMARY:

Discussion and possible action regarding a proclamation proclaiming June as Fair Housing Month in the City of Palestine, Texas. Approval of this proclamation is required for Texas Department of Agriculture grants CDM22-0147 and CDV23-0354. Title VIII of the Civil Rights Acts of 1968, as amended, prohibits discrimination on housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States. The principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans. The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize and complete success in the goal of equal housing opportunities, which can only be accomplished with the help and cooperation of all Americans.

RECOMMENDED ACTION:

Staff recommends approval of this proclamation proclaiming June as Fair Housing Month in the City of Palestine, Texas.

CITY MANAGER APPROVAL:

Attachments

Proclamation

**City of Palestine
Fair Housing Month Proclamation
Proclamation of June as Fair Housing Month**

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of the City of Palestine, Texas, do proclaim June as Fair Housing Month in the city of Palestine and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the ____ day of May 2024.

Witness:

Title: _____

Witness:

Title: _____



Agenda Date: May 13, 2024

To: City Council

From: April Jackson, City Secretary

Agenda Item: Resolution authorizing the appointment of City representative to the Anderson County Central Appraisal District Board of Directors

Date Submitted: 05/10/2024

SUMMARY:

Discussion and possible action regarding a resolution authorizing the appointment of a City representative to the Anderson County Central Appraisal District Board of Directors. On December 11, 2023, City Council approved Resolution No. R-38-23, appointing Krissy Clark as City representative for the term of 2024-2025.

RECOMMENDED ACTION:

Staff recommends that a resolution be approved appointing a City representative to the Anderson County Central Appraisal District Board of Directors to fill the unexpired term of 2024-2025.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. R--24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AUTHORIZING THE APPOINTMENT OF A CITY REPRESENTATIVE TO THE ANDERSON COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE 2024-2025 UNEXPIRED TERM.

WHEREAS, the City of Palestine, Texas, a political subdivision, is entitled to representation on the Board of Directors of the Anderson County Central Appraisal District; and

WHEREAS, Krissy Clark was appointed to serve on the Anderson County Central Appraisal District's Board of Directors for the 2024-2024 term; and

WHEREAS, the City of Palestine needs to appoint a City representative to serve the 2024-2025 unexpired term.

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

SECTION 1. That _____ is hereby appointed to serve on the Anderson County Central Appraisal District's Board of Directors for the 2024-2025 unexpired term as a representative of the City of Palestine.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting on this the 13th day of May, 2024.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY