

Mitchell Jordan, Mayor
Sean Conner, Council District #1
Ava Harmon, Council District #2
James Smith, Council District #3
Kenneth Davidson, Council District #4
Angela Woodard, 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
November 18, 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/82207669547?pwd=yWnnbqVcBdZ36Vx3dD2L1sgK7IQKnW.1>

Meeting ID: 822 0766 9547
Passcode: 010175

One tap mobile
+13462487799,,82207669547#,,, *010175# US

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

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

WORK SESSION

1. Discussion regarding the 16" waterline replacement on W. Huffsmith Street and S. Sycamore Street. Kevin Olson, PW Director
2. Discussion regarding code enforcement in the downtown area. Christopher Gibbs, 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. American Legion Law Enforcement Officer of the Year and Firefighter of the Year Awards. Brian Alston, American Legion Commander
2. Recognition of Municipal Court Clerk Debbye Willoughby for completion of the Level I Municipal Clerk Certification. Courtney Acklin, Court Administrator
3. Recognition of new Police Officers Gerald Craig and Damien Gibson. Mark Harcrow, Police Chief

E. CONFLICT OF INTEREST DISCLOSURES

F. CITY MANAGER'S REPORT

1. September 2024 Tourism Monthly Report
2. October 2024 Development Services Monthly Report
3. October 2024 Fire Monthly Report
4. October 2024 Municipal Court Monthly Report
5. October 2024 Parks and Recreation/Facility Maintenance Monthly Report
6. October 2024 Police Monthly Report
7. October 2024 Public Works Monthly Report

G. CONSENT AGENDA

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

1. Consider approval of minutes of the Work Session and Regular Agenda of October 28, 2024. April Jackson, City Secretary
2. Consider approval of an RFP for the development of the Old Memorial Hospital Lot. Susan Davis, Planning Tech.
3. Consider approval of a resolution authorizing the submission of a grant application and all other necessary documents to the Motor Vehicle Crime Prevention Authority for the 2025 SB 224 Catalytic Converter Grant Program. Mark Harcrow, Police Chief
4. Consider awarding bid RFP 2024-017 - Annual Price Agreement for Asphalt to Texas Materials in the amount of \$110.00 per ton for Hot Mix, not to exceed \$440,000.00, and \$111.00 per ton for Cold Mix, not to exceed \$166,500.00. Kevin Olson, PW Director
5. Consider authorizing the City Manager to accept a quote from Zone Industries, LLC for the replacement pump for WAS #1 at the Waste Water Treatment Plant in the amount of \$27,914.00. Kevin Olson, PW Director
6. Consider authorizing the City Manager to accept a quote from Smith Pump Company in the amount of \$71,480.00. Kevin Olson, PW Director
7. Consider authorizing the City Manager to purchase large meters from Core & Main in the amount of \$141,366.41. Kevin Olson, PW Director
8. Consider authorizing the City Manager to accept a change order from Johnson Lab and Supply Inc. in the amount of \$99,710.84 and Garcia's Construction in the amount of \$122,000.00 for the waterline replacement on W. Huffsmith Street and S. Sycamore Street. Kevin Olson, PW Director
9. Consider authorizing the City Manager to seek sealed bids for the 2024-2025 Fiscal Year Street Projects. Kevin Olson, PW Director
10. Consider authorizing the City Manager to seek sealed bids for water and sewer line replacements for the 2024-2025 Fiscal Year. Kevin Olson, PW Director
11. Consider authorizing the City Manager to seek sealed bids for the Mural Arts Program RFP located at 310 W. Oak Street. Cassie Ham, Tourism Marketing Manager

12. Consider approval of an Arts & Cultural Enhancement Project grant in the amount of \$15,000.00 for the Dogwood Arts Council ArtTracks project. Cassie Ham, Tourism Marketing Manager

H. **REGULAR AGENDA**

1. Discussion and possible action regarding a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Young Business Investments, LLC in an amount not to exceed \$10,943.05. Christophe Trahan, EDC Director
2. Discussion and possible action regarding a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Cecil Staples in an amount not to exceed \$60,642.65. Christophe Trahan, EDC Director
3. Discussion and possible action regarding a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and K & D Cole Family Partnership, LP in an amount not to exceed \$55,650.00. Christophe Trahan, EDC Director
4. Discussion and possible action regarding a First Amendment to a Downtown Grant Performance Agreement between Palestine Economic Development Corporation and Mabrico Phil Johnson. Christophe Trahan, EDC Director
5. Discussion and possible action to acknowledge receipt of, and accept by motion and affirmative vote, JD Builders and Developers, LLC's request to annex an 18.63-acre tract on Salt Works Road into the City of Palestine; and order City staff to prepare a municipal service plan and a digital map. Teresa Herrera, City Manager
6. Discussion and possible action regarding a resolution setting one public hearing on December 9, 2024, for the annexation of an 18.63-acre tract located on Salt Works Road; ordering publication of Notice of Hearing in local newspaper of general circulation on November 23, 2024, and on the City website; ordering notice of hearing by certified mail to the public school district and all public entities currently providing services in the area; and ordering notice of hearing to any railroad company that serves the City if the railroad's ROW is in the area proposed for annexation. Teresa Herrera, City Manager

I. **MAYOR'S REPORT**

J. **ITEMS FROM COUNCIL**

K. **CLOSED SESSION**

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

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

L. **RECONVENE IN REGULAR SESSION**

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

M. **ADJOURNMENT**

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

I certify that the above Notice of Meeting was posted on the outdoor bulletin board at the main entrance to City Hall, 504 N. Queen Street, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Friday, November 15, 2024, at 3:00 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: November 18, 2024

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Discussion Regarding the 16" Waterline Replacement on W. Huffsmith St. and S. Sycamore St.

Date Submitted: 11/13/2024

SUMMARY:

Discussion regarding the 16" waterline replacement on W. Huffsmith Street and S. Sycamore Street. The supplier, Johnson Lab and Supply Inc., has delivered an additional 1,000 feet of 16" pipe. We are requesting approval to purchase the pipe and parts for the extension of the project, which is planned for this summer as part of Phase 2. The total cost for the additional 1,000 feet of parts is \$99,710.84, and the total labor cost is \$122,000.00. The overall total is \$221,710.84. The two change orders related to this will be included in the Consent Agenda.

RECOMMENDED ACTION:

Staff recommends approval of the two change orders on the Consent Agenda.


CITY MANAGER APPROVAL:

Attachments

Map

Johnson

16 pipe - garcia.pdf



Palestine Utility App

for public viewing

+


-


Home


Location


200ft

loading...









W Cook St

E Cook St

S Magnolia St

S Sycamore St

W Huffsmith St

Arthur Ct

Farm to Market 322

S Royall St

S Michaux Ave

E Huffsmith St

S Sycan Ave

Clara Dr

Oakdale Dr

Chamboard

Gay Ave

Rock Creek Ave


Meadow Dr

Sandy Ln

Willow Dr


Sand

POWERED BY



Contributors, Baylor University, DETCOG, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoT...

Type here to search



S&P 500 +0.11%

10:38 AM 11/13/2024

Item#	Qty	UOM	Parts	PRICE	EXTENDED PRICE
1	1,000	FEET	16" C900 Water pipe	\$49.75	\$49,746.19
4	500	FEET	6" C900 Water pipe	\$10.60	\$5,299.49
6	1	EACH	16" x 8" MJ Reducer	\$388.22	\$388.22
11	2	EACH	16" MJ x MJ valve	\$8,296.62	\$16,593.23
14	2	EACH	8" MJ x MJ valve	\$1,254.86	\$2,509.71
15	2	EACH	6" MJ x MJ valve	\$788.57	\$1,577.14
16	4	EACH	2" FIP x FIP square head valve	\$377.14	\$1,508.57
17	1	EACH	16" MJ Swivel Tee	\$1,033.12	\$1,033.12
19	1	EACH	16" x 6" MJ Swivel Tee	\$577.78	\$577.78
25	1	EACH	8" x 6" MJ Swivel Tee	\$225.96	\$225.96
27	1	EACH	16" Anchor coupling	\$489.82	\$489.82
29	3	EACH	8" Anchor coupling	\$227.98	\$683.93
41	9	EACH	16" Mega Lug Kit	\$287.04	\$2,583.40
43	8	EACH	8" Mega Lug Kit	\$76.24	\$609.93
44	6	EACH	6" Mega Lug Kit	\$56.52	\$339.10
46	1	EACH	6" x 6" Tapping Sleeve for wet taps	\$551.79	\$551.79
47	11	EACH	Water shorty boxes	\$21.43	\$235.73
48	60	FEET	22" 1/4" wall, weldable casing	\$71.43	\$4,285.80
49	15	EACH	22" x 16" casing spacers	\$42.68	\$640.20
54	100	FEET	2" service tubing	\$1.73	\$173.00
55	1,000	FEET	1" service tubing	\$0.50	\$500.00
57	2	EACH	16" x 2" IP Epoxy coated saddle with Stainless bands	\$154.03	\$308.07
58	9	EACH	16" x 1" CC Epoxy coated saddle with Stainless bands	\$139.25	\$1,253.22
59	1	EACH	12" x 2" CC Epoxy coated saddle with Stainless bands	\$140.87	\$140.87
59	2	EACH	12" x 1" CC Epoxy coated saddle with Stainless bands	\$109.71	\$219.42
62	6	EACH	6" x 1" CC Epoxy coated saddle with Stainless bands	\$76.19	\$457.15
63	4	EACH	2" IP x IP Corp	\$290.98	\$1,163.91
64	11	EACH	1" CC Corp CTS	\$64.49	\$709.44
66	17	EACH	1" CTS x 3/4" meter nut angled curb stop	\$112.34	\$1,909.73
68	4	EACH	2" CTS x 2" meter flange angled curb stop	\$434.87	\$1,739.46
69	4	EACH	2" MIP x CTS adapters	\$92.40	\$369.62
70	16	EACH	D1200 meter box with solid blue lid	\$20.59	\$329.44
71	4	EACH	D1500 meter box with solid blue lid	\$42.81	\$171.24
73	1,500	FEET	#14 blue tracer wire	\$0.18	\$270.00
74	5	EACH	Gallon of pipe lube	\$23.43	\$117.15
					\$99,710.84

ESTIMATE

Garcia's Contractors Services,
LLC
343 County Road 1501
Rusk, TX 75785

+1 (903) 283-4529



Bill to

City of Palestine (Huffsmith St & Sycamore
St Change Order for 1000ft to 16" Pipe &
500ft of 6" Pipe.)

504 N Queen St
Palestine, Tx 75801
United States

Ship to

City of Palestine
504 N Queen St
Palestine, Tx 75801
United States

Estimate details

Estimate no.: 1029
Estimate date: 10/28/2024

#	Product or service	Description	Qty	Rate	Amount
1.		Huffsmith St & Sycamore St Change Order for 1000ft to 16" Pipe & 500ft of 6" Pipe.			
2.	Labor Only	(4) 2" service Installation.	4	\$2,250.00	\$9,000.00
3.	Labor Only	(17) 1" service 3/4 Installation.	17	\$1,250.00	\$21,250.00
4.	Labor Only	Fire Hydrant Installation.	1	\$2,500.00	\$2,500.00
5.	Labor Only	Install 6"x6" wet tap.		\$1,750.00	\$1,750.00
6.	Labor Only	Install 1000' of 16" pipe c900.		\$38,500.00	\$38,500.00
7.	Labor Only	Install 500' of 6" pipe c900.		\$15,000.00	\$15,000.00
8.	Labor Only	Install (10) 6x 16".6".		\$8,000.00	\$8,000.00
9.	Labor Only	Tie ins.		\$2,850.00	\$2,850.00
10.	Labor Only	1- 22" bore.		\$14,000.00	\$14,000.00
11.	Material & Labor	Abandoned pipe under state highway with flowable fill concrete.		\$4,250.00	\$4,250.00
12.	Labor Only	Asphalt Repair		\$3,450.00	\$3,450.00

13. Labor Only	Saw Cutting	\$1,450.00	\$1,450.00
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Total		\$122,000.00
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Accepted date

Accepted by



Agenda Date: November 18, 2024
To: City Council
From: Courtney Acklin, Court Administrator
Agenda Item: Level I Certification Announcement
Date Submitted: 11/12/2024

SUMMARY:

Debbye Willoughby, a Municipal Court Clerk for the City of Palestine, recently received her Clerks' Certification Level I through the Texas Municipal Courts Education Center. Please join me in congratulating Debbye on her achievement.

RECOMMENDED ACTION:

None.

CITY MANAGER APPROVAL:

Attachments

Level I Certification Announcement



TO: MAYOR AND COUNCIL MEMBERS
FROM: COURTNEY ACKLIN, COURT ADMINISTRATOR
THROUGH: TERESA HERRERA, CITY MANAGER
SUBJECT: COURT CLERK CERTIFICATION
DATE: NOVEMBER 18, 2024

Debbye Willoughby, a Municipal Court Clerk for the City of Palestine, recently received her Clerks' Certification Level I through the Texas Municipal Courts Education Center. Members that have received Level I certification have demonstrated their knowledge of:

- An Overview of the Courts
- Role of the Clerk
- Court Ethics
- Charging and Pre-Trial
- Trial Processes and Procedures
- Post Trial Processes
- State and City Reports
- Traffic Law
- Professionalism and Communication

Please join me in congratulating Debbye on her achievement.



Agenda Date: November 18, 2024
To: City Council
From: Mark Harcrow, Chief of Police
Agenda Item: Recognition of New Police Officers Gerald Craig and Damien Gibson
Date Submitted: 11/13/2024

SUMMARY:

Recognition of Newly Graduated Police Officers Gerald Craig and Damien Gibson.

RECOMMENDED ACTION:

Recognition only.

CITY MANAGER APPROVAL:



Agenda Date: November 18, 2024
To: City Council
From: Cassie Ham, Tourism Marketing Manager
Agenda Item: Tourism Manager's Report - September 2024
Date Submitted: 10/13/2024

SUMMARY:

Review the Tourism Manager's report for the month of September 2024.

RECOMMENDED ACTION:

No action is necessary.

CITY MANAGER APPROVAL:

Attachments

Tourism Report September 2024



TOURISM REPORT – SEPTEMBER 2024

Hotel Occupancy Income Tax Collected/STR Reporting

	September 2024	September 2023	+/- to Last Year	Year-to-Date
Occupancy	54.3%	59.4%	-8.6%	+15.0%
Average Daily Rate (ADR)	\$90.50	\$85.73	+5.6%	+3.8%
Revenue Per Avail. Room (RevPAR)	\$49.12	\$50.83	-3.6%	+19.4%
Revenue	\$1,043,235	\$1,081,788	-3.6%	+19.4%

*Census includes 8 hotels, 708 rooms. (8 of 11 hotels reporting)

Accomplishments, Activities & Successes

- **Finalized Holiday 2024 schedule of events and continued promotions**
- **Updated website with Christmas 2024 events**
- **Submitted print and digital ads to 10 different publications (excluding social media)**

Marketing:

- Focused on streamlining submission process for all publications & events calendars.
- Collected events for Christmas in Palestine advertising, and designed advertisements, flyers, mailers, etc.
- Scheduled an estimated 6,000,000 online impressions during the months leading into and including the holiday season; this is over print publication distribution.
- Attended the Forest Trail Region Board Meeting
- Attended the North East Texas Tourism Council Meeting

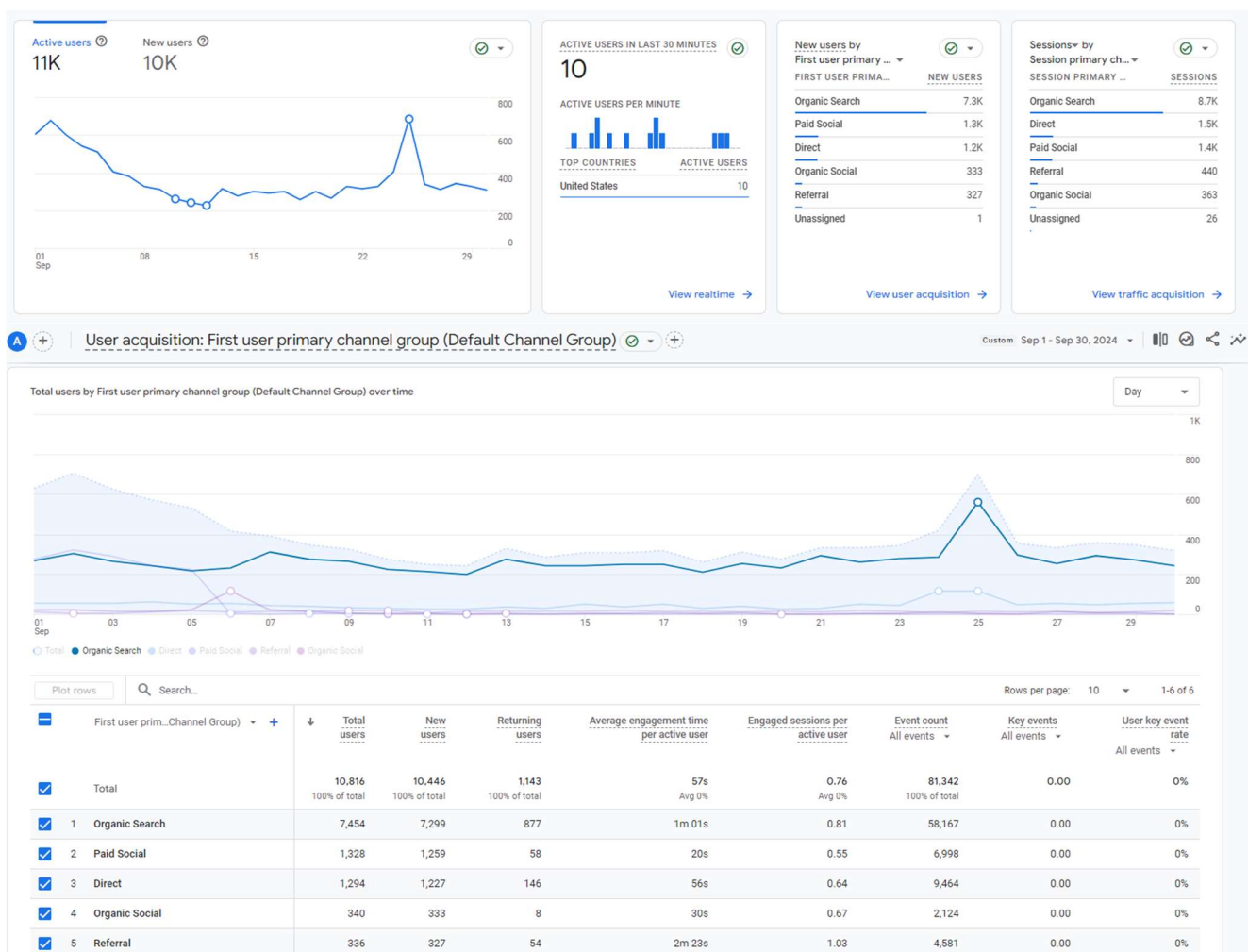
Main Street

- Hosted 3rd quarter merchant meeting and provided various information and training opportunities to downtown businesses.
- Continued planning for Hot Pepper Festival, happening on October 26, 2024.
- Presented a proposed work plan for FY 2024-25 to the Main Street Advisory Board.
- Approved a sign permit application for the New Old Magnolia Drive Thru, located at 112 E. Oak St.

Visitor Center:

- We had a total of 180 visitors, including 97 from Texas and 15 from out-of-state, and at least 40 calls for information. The day of the week with the highest number of visitors on average was Thursday, closely followed by Tuesday and Friday.

- Welcomed Kay Fulford to the Visitor Center staff.
- Replaced our water cooler, which is used by staff & visitors. Rearranged the “furniture” in the Visitor Center to more easily offer refreshments (water & hot coffee) to guests.



Visit Palestine, TX Social Media Report

Facebook

Month of 09/01/2024 - 09/30/2024

TOP PERFORMING POST						
09/06/2024 - Rodeway		Reach: 11,932	Impressions: 12,818	Interactions: 73	Reactions: 51	Comments: 11 | Shares: 11
			Percentages			
REACH						
Total Reach		107,948	55.70%			
Reach Breakdown						
Followers		9,824	21.20%			
Non-Followers		96,047	59.50%			
Organic		40,610	14.00%			
Ads		67,604	68.80%			
FOLLOWERS						
Total Follows		21,461				
Follows		127				
Un-Follows		36				
Net Follows		91	19.50%			
DEMOGRAPHIC						
Women			Men			
18-24		0.90%	18-24		0.50%	
25-34		8.10%	25-34		2.90%	
35-44		17.10%	35-44		4.20%	
45-54		17.70%	45-54		3.90%	
55-64		17.40%	55-64		3.30%	
65+		19.80%	65+		4.20%	

Visit Palestine, TX Social Media Report

Instagram

09/01/2024 - 09/30/2024

TOP PERFORMING POST					
09/03/2024 - Switch Promo		Reach: 898	Impressions: 948	Interactions: 50	Reactions: 42
			Percentages		
REACH					
Total Reach		2,900	1.00%		
Reach Breakdown					
Organic		2,831	231.10%		
Ads		104	95.00%		
FOLLOWERS					
Total Follows		7,857			
Follows		62			
Un-Follows		53			
Net Follows		9			
DEMOGRAPHIC					
Women			Men		
18-24		2.80%	18-24		1.60%
25-34		16.20%	25-34		6.20%
35-44		25.80%	35-44		8.50%
45-54		16.50%	45-54		5.50%
55-64		8.10%	55-64		2.90%
65+		4.50%	65+		1.40%
TOP CITIES		Percentage of Audience			
Palestine		13.00%			
Houston		5.90%			
San Antonio		3.50%			
Tyler		2.30%			



Agenda Date: November 18, 2024
To: City Council
From: Susan Davis, Planning Technician
Agenda Item: Development Services Report October 2024
Date Submitted: 11/01/2024

SUMMARY:

Development Services Report for October 2024.

RECOMMENDED ACTION:

No action is necessary.

CITY MANAGER APPROVAL:

Attachments

Department Report



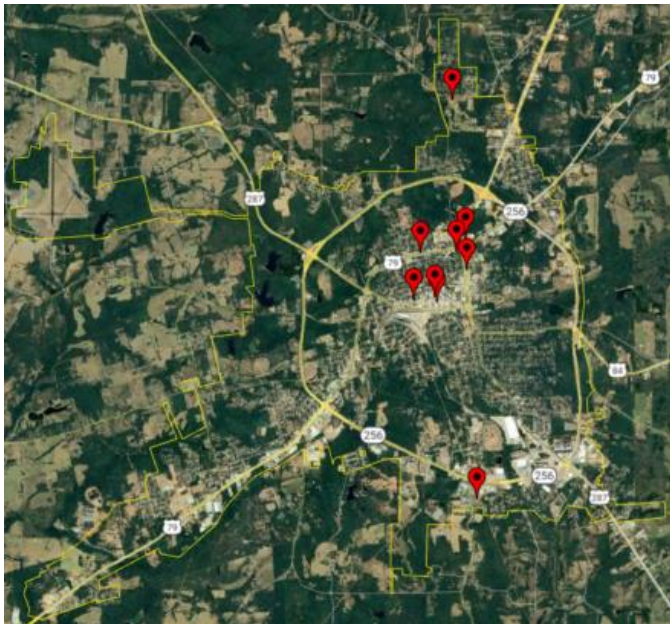
DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
OCTOBER 1-31, 2024

PERMITTING TOTALS

BUILDING and LICENSE PERMITS

Permit Type	October Permit Count	October Permit Fees	Permit Count / Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	16	\$78,889	16	\$78,889
CERTIFICATE OF OCCUPANCY	10	\$810	10	\$810
DRIVEWAY	2	\$100	2	\$100
FENCE	2	\$100	2	\$100
ROOFING	7	\$522	7	\$522
DEMOLITION	1	\$75	1	\$75
RIGHT OF WAY	1	\$150	1	\$150
COMMERCIAL ELECTRICAL	2	\$105	2	\$105
RESIDENTIAL ELECTRICAL	30	\$4,032	30	\$4,032
MECHANICAL	2	\$210	2	\$210
GAS TEST	5	\$525	5	\$525
PLUMBING	7	\$525	7	\$525
SIGN	2	\$50	2	\$50
SPECIFIC USE	0	\$0	0	\$0
CONTRACTOR LICENSE	14	\$1,750	14	\$1,750
HEALTH PERMITS	20	\$2,725	20	\$2,725
ZONING VERIFICATION LETTERS	2	\$60	2	\$60
PLAT	3	\$600	3	\$600
Totals:	126	\$91,228	126	\$91,228

CERTIFICATE OF OCCUPANCY ISSUED Name	Address	Description
ENHABIT HOSPICE	2256 S SYCAMORE STE 1	HOSPICE OFFICES
RANCHO GRANDE	555 E PALESTINE AVE	RESTAURANT
CURIOUS MUSEUM	619 W OAK ST	MUSEUM
PALESTINE LASER & SURGERY CENTER	501 E KOLSTAD ST STE 200	EYE SURGERY CENTER
TROPICAL MEXICAN RESTAURANT	402 E PALESTINE AVENUE	RESTAURANT
THOROUGH FOODS LLC	512 N JOHN ST	FOOD MANUFACTURING
FAITH BEAUTY SUPPLY	211 W OAK ST	BEAUTY SUPPLY SALES
FIRST RESOURCE CENTER	2130 COUNTRY CLUB RD STE 200	FOOD BANK
SPA DE AMOR	305 W PALESTINE AVE	SPA SERVICES

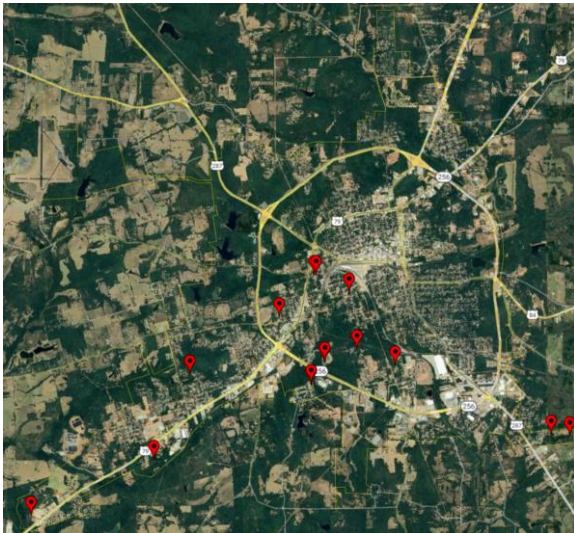


PERMITTING PROJECTS / NEW BUSINESS OCCUPANCIES

RESIDENTIAL CONSTRUCTION IN PROGRESS

Address	Square Feet	Estimated Value
197 Victory Dr	1296	\$75,000
404 Cedarvale	4400	\$200,000
108 Elmwood Cir.	3295	\$225,000
110 Elmwood Cir.	3295	\$225,000

5475 W Oak St	Unknown	\$150,000
305 Lone Oak Dr	600	\$30,000
108 Cartmell Dr	2379	\$212,000
114 Richland Dr	3297	\$375,000
510 W Hamlett St	936	\$130,000
502 W Hamlett St	936	\$130,000
1613 S Magnolia St-Duplex	4800	\$200,000
1305 Cummins-Duplex	1960	\$175,000
103 Holly Tree	3970	\$275,000
800 Giraud-Duplex	2448	\$260,000
117 Cartmell Dr	2355	\$210,000
Total		\$2,872,000



COMMERCIAL CONSTRUCTION UNDER REVIEW

Name	Address	Description
DOGWOOD CAFÉ	917 W DEBARD ST	IN PROCESS-PENDING COMMENTS RESPONSES
XPRESS WELLNESS	1960 S LOOP 256 Ste 100	HOLDING-PENDING ADDITIONAL DOCUMENTS BY SUBMITTER

BUREAU VERITAS SUBMISSIONS

Project	Status
DOGWOOD CAFE	PENDING-AWAITING RESPONSE TO COMMENTS

COMMERCIAL CONSTRUCTION IN PROGRESS

Name	Address	Description	Valuation
ELLIOT CDJR	2321 HWY 155	Car Dealership	\$3,500,000
WESTWOOD JR HIGH	1801 Panther Blvd	School Building	\$31,760,946
PALESTINE SPECIALTY HOSPITAL	3201 S LOOP 256	Medical Services	\$15,000,000
THE RESERVE AT PALESTINE	3308 S Loop 256	Senior Apartments	\$12,300,000
PALESTINE OUTLOT	1960 S Loop 256	2 Suites built to lease	\$1,500,000
PARACHUTE	414 Old Elkhart Rd	Plasma Donations	\$2,888,000
YOUTHFUL REJUVINATIONS	2232 S Sycamore St	Medi-Spa	\$625,000
WESTWOOD ADMISITRATIVE BUILDING	4513 W Oak St	School Offices	\$4,000,000
ASPEN DENTAL	1960 S Loop 256 Ste 200	Tenant Finish Out	\$310,000
TOTAL:			\$53,132,946





Agenda Date: November 18, 2024
To: City Council
From: Shannon Davis, Fire Department Chief
Agenda Item: October 2024 Fire Monthly Report
Date Submitted: 11/13/2024

SUMMARY:

October 2024 Fire Monthly Report

RECOMMENDED ACTION:

No action required

CITY MANAGER APPROVAL:

Attachments

Fire Report



Monthly Incident Type Breakdown

INCIDENT TYPE	NUMBER OF CALLS
111 - Building fire	1
114 - Chimney or flue fire, confined to chimney or flue	1
118 - Trash or rubbish fire, contained	3
141 - Forest, woods or wildland fire	1
143 - Grass fire	6
251 - Excessive heat, scorch burns with no ignition	1
300 - Rescue, EMS incident, other	1
311 - Medical assist, assist EMS crew	152
320 - Emergency medical service incident, other	25
321 - EMS call, excluding vehicle accident with injury	3
322 - Motor vehicle accident with injuries	6
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	30
353 - Removal of victim(s) from stalled elevator	1
400 - Hazardous condition, other	2
411 - Gasoline or other flammable liquid spill	1
412 - Gas leak (natural gas or LPG)	5
440 - Electrical wiring/equipment problem, other	3
442 - Overheated motor	1
444 - Power line down	2
462 - Aircraft standby	2
463 - Vehicle accident, general cleanup	1
510 - Person in distress, other	2
511 - Lock-out	1
531 - Smoke or odor removal	1
541 - Animal problem	1
550 - Public service assistance, other	5
553 - Public service	4
554 - Assist invalid	2
561 - Unauthorized burning	9
600 - Good intent call, other	1

Monthly Incident Type Breakdown

Palestine Fire Department
Address: 2201 W Spring St, Palestine, TX,
75803



INCIDENT TYPE	NUMBER OF CALLS
611 - Dispatched & canceled en route	10
622 - No incident found on arrival at dispatch address	4
651 - Smoke scare, odor of smoke	3
700 - False alarm or false call, other	24
730 - System malfunction, other	1
735 - Alarm system sounded due to malfunction	1
744 - Detector activation, no fire - unintentional	1
900 - Special type of incident, other	3
Total	322

Description: Incident Call Types for Month

Criteria: Incident Type in (100 - Fire, other, 111 - Building fire, 112 - Fires in structure other than in a building, 113 - Cooking fire, confined to container, 114 - Chimney or flue fire, confined to chimney or flue, 115 - Incinerator overload or malfunction, fire confined, 116 - Fuel burner/boiler malfunction, fire confined, 117 - Commercial Compactor fire, confined to rubbish, 118 - Trash or rubbish fire, contained, 120 - Fire in mobile prop. used as a fixed struc., other, 121 - Fire in mobile home used as fixed residence, 122 - Fire in motor home, camper, recreational vehicle, 123 - Fire in portable building, fixed location, 130 - Mobile property (vehicle) fire, other, 131 - Passenger vehicle fire, 132 - Road freight or transport vehicle fire, 133 - Rail vehicle fire, 134 - Water vehicle fire, 135 - Aircraft fire, 136 - Self-propelled motor home or recreational vehicle, 137 - Camper or recreational vehicle (RV) fire, 138 - Off-road vehicle or heavy equipment fire, 140 - Natural vegetation fire, other, 141 - Forest, woods or wildland fire, 142 - Brush or brush-and-grass mixture fire, 143 - Grass fire, 150 - Outside rubbish fire, other, 151 - Outside rubbish, trash or waste fire, 152 - Garbage dump or sanitary landfill fire, 153 - Construction or demolition landfill fire, 154 - Dumpster or other outside trash receptacle fire, 155 - Outside stationary compactor/compacted trash fire, 160 - Special outside fire, other, 161 - Outside storage fire, 162 - Outside equipment fire, 163 - Outside gas or vapor combustion explosion, 164 - Outside mailbox fire, 170 - Cultivated vegetation, crop fire, other, 171 - Cultivated grain or crop fire, 172 - Cultivated orchard or vineyard fire, 173 - Cultivated trees or nursery stock fire, 200 - Overpressure rupture, explosion, overheat other, 210 - Overpressure rupture from steam, other, 211 - Overpressure rupture of steam pipe or pipeline, 212 - Overpressure rupture of steam boiler, 213 - Steam rupture of pressure or process vessel, 220 - Overpressure rupture from air or gas, other, 221 - Overpressure rupture of air or gas pipe/pipeline, 222 - Overpressure rupture of boiler from air or gas, 223 - Air or gas rupture of pressure or process vessel, 231 - Chemical reaction rupture of process vessel, 240 - Explosion (no fire), other, 241 - Munitions or bomb explosion (no fire), 242 - Blasting agent explosion (no fire), 243 - Fireworks explosion (no fire), 244 - Dust explosion (no fire), 251 - Excessive heat, scorch burns with no ignition, 300 - Rescue, EMS incident, other, 311 - Medical assist, assist EMS crew, 320 - Emergency medical service incident, other, 321 - EMS call, excluding vehicle accident with injury, 322 - Motor vehicle accident with injuries, 323 - Motor vehicle/pedestrian accident (MV Ped), 324 - Motor vehicle accident with no injuries., 331 - Lock-in (if lock out , use 511), 340 - Search for lost person, other, 341 - Search for person on land, 342 - Search for person in water, 343 - Search for person underground, 350 - Extrication, rescue, other, 351 - Extrication of victim(s) from building/structure, 352 - Extrication of victim(s) from vehicle, 353 - Removal of victim(s) from stalled elevator, 354 - Trench/below-grade rescue, 355 - Confined space rescue, 356 - High-angle rescue, 357 - Extrication of victim(s) from machinery, 360 - Water & ice-related rescue, other, 361 - Swimming/recreational water areas rescue, 362 - Ice rescue, 363 - Swift water rescue, 364 - Surf rescue, 365 - Watercraft rescue, 370 - Electrical rescue, other, 371 - Electrocution or potential electrocution, 372 - Trapped by power lines, 381 - Rescue or EMS standby, 400 - Hazardous condition, other, 410 - Combustible/flammable gas/liquid condition, other, 411 - Gasoline or other flammable liquid spill, 412 - Gas leak (natural gas or LPG), 413 - Oil or other combustible liquid spill, 420 - Toxic condition, other, 421 - Chemical hazard (no spill or leak), 422 - Chemical spill or leak, 423 - Refrigeration leak, 424 - Carbon monoxide incident, 430 - Radioactive condition, other, 431 - Radiation leak, radioactive material, 440 - Electrical wiring/equipment problem, other, 441 - Heat from short circuit (wiring), defective/worn, 442 - Overheated motor, 443 - Breakdown

Monthly Incident Type Breakdown

Palestine Fire Department
Address: 2201 W Spring St, Palestine, TX, 75803



of light ballast, 444 - Power line down, 445 - Arcing, shorted electrical equipment, 451 - Biological hazard, confirmed or suspected, 460 - Accident, potential accident, other, 461 - Building or structure weakened or collapsed, 462 - Aircraft standby, 463 - Vehicle accident, general cleanup, 471 - Explosive, bomb removal (for bomb scare, use 721), 480 - Attempted burning, illegal action, other, 481 - Attempt to burn, 482 - Threat to burn, 500 - Service Call, other, 510 - Person in distress, other, 511 - Lock-out, 512 - Ring or jewelry removal, 520 - Water problem, other, 521 - Water evacuation, 522 - Water or steam leak, 531 - Smoke or odor removal, 540 - Animal problem, other, 541 - Animal problem, 542 - Animal rescue, 550 - Public service assistance, other, 551 - Assist police or other governmental agency, 552 - Police matter, 553 - Public service, 554 - Assist invalid, 555 - Defective elevator, no occupants, 561 - Unauthorized burning, 571 - Cover assignment, standby, moveup, 600 - Good intent call, other, 611 - Dispatched & canceled en route, 621 - Wrong location, 622 - No incident found on arrival at dispatch address, 631 - Authorized controlled burning, 632 - Prescribed fire, 641 - Vicinity alarm (incident in other location), 650 - Steam, other gas mistaken for smoke, other, 651 - Smoke scare, odor of smoke, 652 - Steam, vapor, fog or dust thought to be smoke, 653 - Smoke from barbecue, tar kettle, 661 - EMS call, party transported by non-fire agency, 671 - HazMat release investigation w/no HazMat, 672 - Biological hazard investigation, none found, 700 - False alarm or false call, other, 710 - Malicious, mischievous false call, other, 711 - Municipal alarm system, malicious false alarm, 712 - Direct tie to FD, malicious false alarm, 713 - Telephone, malicious false alarm, 714 - Central station, malicious false alarm, 715 - Local alarm system, malicious false alarm, 721 - Bomb scare - no bomb, 730 - System malfunction, other, 731 - Sprinkler activation due to malfunction, 732 - Extinguishing system activation due to malfunction, 733 - Smoke detector activation due to malfunction, 734 - Heat detector activation due to malfunction, 735 - Alarm system sounded due to malfunction, 736 - CO detector activation due to malfunction, 740 - Unintentional transmission of alarm, other, 741 - Sprinkler activation, no fire - unintentional, 742 - Extinguishing system activation, 743 - Smoke detector activation, no fire - unintentional, 744 - Detector activation, no fire - unintentional, 745 - Alarm system activation, no fire - unintentional, 746 - Carbon monoxide detector activation, no CO, 751 - Biological hazard, malicious false report, 800 - Severe weather or natural disaster, other, 811 - Earthquake assessment, 812 - Flood assessment, 813 - Wind storm, tornado/hurricane assessment, 814 - Lightning strike (no fire), 815 - Severe weather or natural disaster standby, 900 - Special type of incident, other, 911 - Citizen complaint) AND **Creation Date** from 2024-10-01 00:00:00 to 2024-12-01 00:00:00



Agenda Date: November 18, 2024
To: City Council
From: Courtney Acklin, Court Administrator
Agenda Item: Municipal Court Report for October 2024
Date Submitted: 11/04/2024

SUMMARY:

A monthly detailed report is attached which provides the types of citations, dispositions, and total fines/fees collected. Brief highlights for the month are listed below.

- October's case volume (charges filed) and revenue decreased from the previous month, as shown in the attached activity graphs.
- 106 warrants were issued.
- 78 warrants were cleared.

- 2 trials were conducted.

RECOMMENDED ACTION:

None.

CITY MANAGER APPROVAL:

Attachments

Municipal Court Report for October 2024

City of Palestine
Official Municipal Court Monthly Report
Month of October 2024

		Traffic Misdemeanors		Non-Traffic Misdemeanors		Total
		Non-Parking	Parking	State Law	Ordinance	
1	New Cases Filed During Month	151	1	47	6	205
	<u>Caseload Reporting - Primary Activity of the Court</u>					
2	<u>Dispositions Prior to Trial:</u>					
A	Bonds Forfeited	0	0	0	0	0
B	Fined	35	0	22	2	59
C	Cases Dismissed	4	0	1	0	5
	Total Dispositions Prior to Trial	39	0	23	2	64
3	<u>Dispositions at Trial:</u>					
A	Plea of Guilty or Nolo Contendere	68	0	16	11	95
B1	Guilty by Judge	0	0	0	4	4
B2	Not Guilty by Judge	0	0	0	1	1
C1	Guilty by Jury	0	0	0	0	0
C2	Not Guilty by Jury	0	0	0	0	0
D	Dismissed at Trial	5	0	3	1	9
	Total Dispositions at Trial	73	0	19	17	109
4	<u>Cases Dismissed:</u>					
A	After Driver Safety Course	7	0	0	0	7
B	After Deferred Disposition	9	0	0	1	10
C	After Proof of Financial Responsibility	3	0	0	0	3
D	Compliance Dismissal	18	0	3	0	21
	Total Categorized Dismissals	37	0	3	1	41
5	<u>Community Service Ordered:</u>	3	0	1	0	4
6	<u>Cases Appealed</u>	0	0	0	0	0
	<u>Totals 2,3,4,5</u>	152	0	46	20	218

	<u>Warrant Activity</u>
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7	<u>Total Warrants Issued</u>	106		<u>Value of Warrants Issued</u>		\$32,712.80
8	<u>Total Warrants Cleared</u>	78		<u>Value of Warrants Cleared</u>		\$33,248.54

Juvenile Activity and Other Magistrate Functions	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
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21	22
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79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

9	Juvenile Activity				
A	ABC Code Offenses (Non-Driving)	1		10. DL Suspension Hearings	0
B	DUI Alcohol	0		11. Property Hearings	0
C	Health and Safety Code (Tobacco)	0		12. Search Warrants Issued	0
D	Transportation Code	0		13. Total Magistrate Warnings Given	26
E	Non-Traffic Offenses	0		A. Class C Misdemeanors Only	26
F	Waive Jurisdiction on Non-Traffic	0		B. Felonies/A and B Misdemeanors	0
G	Drug Paraphernalia	0			
				Total Court Fines and Fees	\$ 37,033.64

The Total Court Fine and Fees amount includes both City Revenue and State Revenue.		
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City of Palestine Municipal Court Activity Report - FY 2024 - 2025

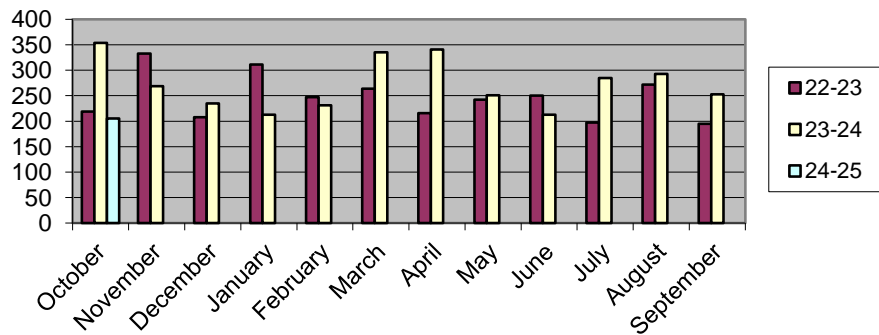
Charges Filed All Tickets and Other Complaints

	22-23	23-24	24-25
October	219	354	205
November	333	269	
December	208	235	
January	311	213	
February	247	231	
March	264	335	
April	216	341	
May	242	251	
June	250	213	
July	197	285	
August	272	293	
September	195	253	
Total	2954	3273	205

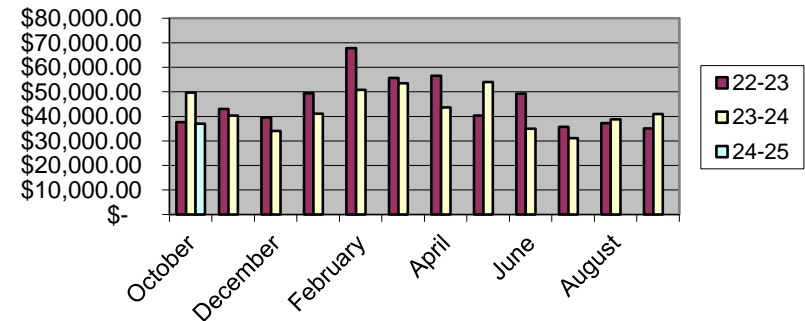
Revenue

	22-23	23-24	24-25
October	\$ 37,620.46	\$ 49,619.84	\$ 37,033.64
November	\$ 43,003.81	\$ 40,377.93	
December	\$ 39,549.76	\$ 34,022.00	
January	\$ 49,458.48	\$ 41,034.04	
February	\$ 67,843.30	\$ 50,782.19	
March	\$ 55,648.71	\$ 53,497.58	
April	\$ 56,502.49	\$ 43,584.43	
May	\$ 40,308.43	\$ 54,059.13	
June	\$ 49,331.30	\$ 34,928.90	
July	\$ 35,699.02	\$ 31,068.54	
August	\$ 37,304.07	\$ 38,726.26	
September	\$ 35,107.46	\$ 40,918.55	
Total	\$ 547,377.29	\$ 512,619.39	\$ 37,033.64

Charges Filed in Municipal Court

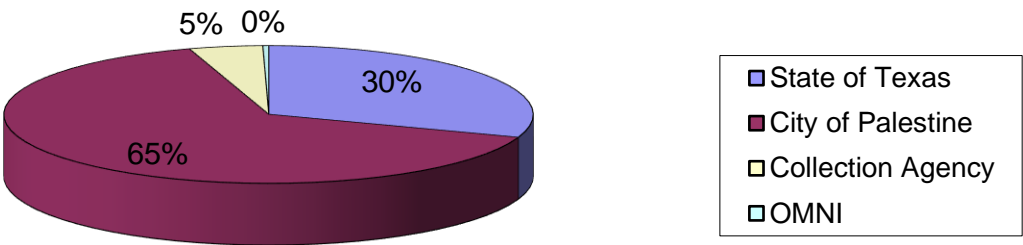


Revenue By Month



Where the Money Goes:

State of Texas	\$	11,264.18
City of Palestine	\$	23,972.49
Collection Agency	\$	1,662.99
OMNI	\$	133.98
Total Collections		\$ 37,033.64





Agenda Date: November 18, 2024
To: City Council
From: Patsy Smith, Parks and Recreation Director
Agenda Item: October 2024 Monthly Report
Date Submitted: 11/12/2024

SUMMARY:

October 2024 Parks and Recreation/Facility Maintenance Monthly Report

RECOMMENDED ACTION:

No action required

CITY MANAGER APPROVAL:

Attachments

Oct Monthly 2024

Parks and Recreation Department

OCTOBER 2024

Overview

The Parks and Recreation Department incorporates the following divisions.

Parks
Cemeteries
Lakes
Facilities Maintenance

The department includes 8 full time employees. The division oversees 38 individual locations totaling approximately 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
- Did a PO for the 2 new scag mowers for Parks
- Met with Ernie from Aqua Rec at pool due to pump running dry all weekend which caused motor to seize up and pipe to leave to first joint
- Met facilities at pool to assist with filling chlorinator due to it being empty and trying to reset acid pump to auto verses being on manual, pool found with algae growth
- Went to Reagan Park to see about a ballard that was broken off at the ground allowing people to enter into park
- Met J&K Electrical at Reagan Park for installation of new led lights for tennis courts
- Asst. Director reset lights for multi use court
- Met with CM regarding pool issues and how to move forward
- Met Cindy and Mike from YMCA at pool as Ernie from Aqua Rec was advising how situation happened
- Asst. Director met with Moses about getting new letters created for the Iron Spike sign at Green's Park
- Met with Linda Brown and Ana from Library to discuss the placement of the Christmas Trees in library yard
- Ordered 4 pallets of water for city use
- Got supplies for cleaning lady: toilet paper, paper towels, urinal screens
- Met with HR on discussing how to enter cleaning lady into Fastenal Machines so she can obtain her own supplies
- Met with Eric from L&M Cleaning to get new contract and turned into City Manager

- Called fleet to come to city cemetery to help jump off city truck due to battery being down
- Met with parks crew to see who wished to work Hot Pepper Festival Parade and who wished to work for chamber during event for extra money
- Did disciplinary on parks employee
- Met with Fastenal to get 4 pallets of water delivered at warehouse
- Met with Facilities and Petty's Irrigation to fix valve at Visitor Center
- Met with 5 Oaks Tree Service to have dead tree removed from around Fire Station 3 due to it dropping limbs on generator
- Met with Fleet to get bids for 2 new dove tail trailers
- Called J&K to finance to fix a plug that was broken and kept flipping the breaker
- Met with J&K to get a bid for installation of a generator for the pool pump room
- Friday October 4th met with Ernie from Aqua Rec who got new pump installed and busted pipes repaired. He also repaired the acid line due to it being clogged up due to improper mixing. Shocked pool during this time
- Sunday October 6th went to pool added 2 buckets of chlorine to chlorinator and topped off water level. Began scrubbing pool walls that contained green algae, emptied skimmers
- Fixed 2 parks employees time due to improper clocking in and out
- Called Neches Plumbing to get pool restrooms and water fountain winterized
- Met with Susan Davis in Development Services to go over bids for mapping
- Met with Cassie and Mary Ann at VC regarding Christmas decorations
- Attended staff meeting on 10-8-24
- Met with Jerry From Deke Construction regarding the beginning of pouring sidewalks around Reagan Park
- Asst. Director and facilities met with Aqua Rec to learn how to properly mix acid
- Asst. Director was shown how to properly use hammer head vacuum in pool
- Director did a algae preventor for pool water
- Met with Asst. Director to go over how we as a city could successfully manage the pool for upcoming season. Both of us began researching pay and creating SOP's for the pool
- Met with Aqua Rec to see how we can go about getting someone trained to become a lifeguard
- Began typing up a step by step list of how to turn pump on, mix acid and how to properly use chlorinator controls
- Met with Jerry with Deke Construction regarding the passing zone at Reagan Statue park and go over expansion of concrete
- Asst. Director took winter jackets to Great American to have embroidery done
- Met with Jerry with Deke Construction to look at new pours in existing concrete
- Met with J&K so they could borrow some scaffolding
- Attended council meeting on Tuesday October 15
- Created a PO for new water odyssey controller for splash pad
- Met with Ryan's Tree Service for completion of the removal of 10 dead trees at Green's Park

- Met with finance and Lonestar Auction and updated information on some items that they had questions on
- Delivered some paper items to finance from City Manager
- Met with CM and City Attorney to go over YMCA contract
- Met with J&K to have light socket replaced in fleet restroom
- Began creating a PO for janitorial services for city with L&M Cleaning
- Met with CR to obtain titles and keys to vehicles going into auction
- Asst. Director is still working on SOP's for pool
- Asst. Director began programming the new pool water test kit for pool
- Met with 7 different buyers at yard who wished to pickup auction items
- Called Henry AC to have them put in new freon in large ac unit behind city hall
- Met with facilities and Town and Country on getting new door knob installed in restroom up front at city hall
- Asst. Director went to Tyler twice in order to pickup two trailers for parks
- Began researching how different cities charge residents to use city pool and putting together cost if city were to take over running pool
- Attended council meeting on Monday 10-28
- Met with Kraftsman at Reagan Park for the installation of the new controller for the splash pad
- Asst. Director, Director and facilities put down grass seed and hay at Reagan Park on Micheaux side
- Picked up Amazon order from CM office
- Answered 27 calls regarding information on auction items
- Called Fastenal to get vending machines filled with bags and paper towels
- Met with Susan Davis in Development Services and showed her how to enter a PO in the InCode 10
- Worked with parks guys and fleet to move auction items around in yard for viewing
- Called door control services for the glass doors at city hall due to them not properly opening
- Called J&K to fix a ballast at concession 1 by field 6
- Met with 7 different people who wished to browse the auction items
- Began setting up new auction items for next auction in March 2025
- Attended meeting with YMCA, CM, council and YMCA board members
- Returned several calls from auction buyers concerning pickup of items
- Met with parks guys to instruct taking a 30 minute lunch and hours changing from 4:30 P to 5 P
- Winterized splash pad

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**
- **PURCHASE NEW 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 OCTOBER 2024
LOCATIONS MOWED

Calhoun Park x 2	Greens Park x 2
Crestline x 2	Fitzhugh Park x 2
Reagan Park x 2	Gateways x 2
Farmers Market x 2	Vaughn @ Crockett x 2
Spring Street x 2	Visitor Center x 2
Library x 3	Larry Street Park x 2
Mitchell Campbell x 1	Willie Myers x 2
Lorraine x 2	Phillips Park x 2
Inwood x 2	Veterans Park x 2
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 1	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 OCTOBER 2024

3 parks guys weeded grass from Reagan Park playground area	1 parks guys went to Jacksonville to Sadler's Marina to pickup two scag mowers
Parks guys put out 32 trash cans downtown for Hot Pepper Festival	Parks guys put out crowd panels around Spring Street for festival
Parks guys put out barricades and cones for parade an car show for festival	4 parks guys worked Hot Pepper Festival parade
Parks guys trimmed trees and bushes at Reagan Park	Parks guys repaired fencing at basketball court at Green's Park
Parks guys went to city cemetery to trim bushes and trees around the whole area	Parks guys picked up crowd panels, barricades, cones and trash cans from festival
1 parks guys got in pool and finished scrubbing algae off floor and walls	2 parks guys worked on using dump trailer to bring over 12 loads of dirt to Reagan Park for contractor
1 parks guy weeded flower beds library	1 parks guy watered planters CH

MAJOR ISSUES WHERE CONTRACTORS USED

Door Control Services repair glass doors CH	J&K Electrical to replace Ballast complex Concession 1
J&K Electrical to install new LED lights tennis courts	Petty's Irrigation replace valve VC
J&K Electrical to fix outlet Finance	Aqua Rec to replace pool pump and pipe pool house
J&K Electrical to replace outlet fleet	Henry AC to add freon unit behind CH

SAFETY ISSUES

	NONE
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Rentals and Special Events

Rentals:

Facilities	Number of Rentals
Pavilion Rentals	12
Pavilion Non-Payment/Cancelled	
Athletic Fields (Mitchell Campbell/Calhoun)	2
Total Rentals Paid	13
Refunds Given	1 = \$30
Total Revenue Collected	\$780.00

Activities:

Special Events: National Night Out Larry Street Park – No Charge

Facility Maintenance Projects Completed OCTOBER 2024

- Reset glass doors at City Hall
- Called Peace of Mind regarding getting access to cameras so we can view area in pump room
- Met with Director who taught me to use hammer head vacuum at pool
- Took supplies to complex for Chris Holman
- Went to pool and added water and put in algae preventer
- Went to City Hall and unloaded a pallet of paper in copier room
- Filtered numerous calls about auction items to potential buyers
- Went to Willie Myers to look at leak behind building referred to utilities
- Disposed of a pallet of partitions that failed to sell in auction
- Met with numerous folks with picking up auction items
- Picked up 8 boxes from VC and put in warehouse
- Met with Town and Country to get keys for restrooms doors
- Went to Redlands parking lot and helped parks guy to pickup an old toilet and bucket
- Took boxes of trash bags to customer service city hall
- Took barricades to Fitzhugh and Gardner Drive for National Night Out
- Went to Braly's and picked up gap filler
- Met with Petty's Irrigation and Director at VC to have valve fixed
- Picked up trash cans from VFW after they had a special event
- Picked up barricades from two separate National Night Out Events
- Took photos of pool to send in for bid for pool cover
- Assisted Director with filling chlorinator with tablets
- Removed several stacks of empty buckets and lids from pool pump room with assistance from Director
- Went to Reagan Park and cut back eyebolts as they were a safety hazard
- Met with contractor who installed new shower door Fire Station 2
- Replaced soap dispenser city hall men's restroom
- Removed door from men's restroom Larry Street due to being unfixable
- Replaced batteries in sink at Reagan Park
- Met with director and Deke Construction at Reagan Park to discuss sidewalk
- Stayed at pool while 1 park employee got in pool and scrubbed algae
- Met with contractor on new doors installed at upper restroom Reagan Park
- Delivered cones to downtown area for Mary Ann
- Went to library and removed some old furniture and brought back to warehouse
- Went to Visitor Center and removed old cooler not working
- Assisted auction buyers with loading purchased items
- Went to Great American and picked up winter jackets
- Took tables and chairs to Curious Museum
- Assisted with putting out grass seed Reagan Park
- Met Nelson and Kerr PD to get bid for walls to be sheet rocked

Green Pool



Cleaning of pool



New LED lights Tennis Courts Old and New





New Privacy Doors that went up Reagan, Willie Myers, and Larry



Beginning of Sidewalk Installation











Grass Removal Playground Area Reagan



Grass seed being planted with Hay over top





Old Splash Pad Controller



New Controller Splash Pad





Agenda Date: November 18, 2024
To: City Council
From: Mark Harcrow, Chief of Police
Agenda Item: October 2024 Police Department Monthly Reports
Date Submitted: 11/13/2024

SUMMARY:

October 2024 Police Monthly Report

RECOMMENDED ACTION:

Report only.

CITY MANAGER APPROVAL:

Attachments

CID Stats Oct 24
PLACE Team Stats Oct 24
PPD Stats Oct 24



PALESTINE POLICE DEPARTMENT

CID Council Report

Printed on November 4, 2024

Offense	Disposition	Disposition Date
Cleared Exceptionally - Victim Refused to Cooperate		
SEX OFFENSE	Cleared Exceptionally -	10/02/24
ASSAULT	Cleared Exceptionally -	10/23/24
CREDIT/DEBIT CARD ABUSE	Cleared Exceptionally -	10/04/24
ROBBERY	Cleared Exceptionally -	10/03/24
SEX OFFENSE	Cleared Exceptionally -	10/03/24

Cleared Exceptionally - Victim Refused to Cooperate Total: 5

Closed

SEX OFFENSE	Closed	10/03/24
INJURY TO A CHILD/ELDERLY/DISABLED	Closed	10/08/24
SEX OFFENSE	Closed	10/02/24
INJURY TO A CHILD/ELDERLY/DISABLED	Closed	10/31/24
INJURY TO A CHILD/ELDERLY/DISABLED	Closed	10/31/24
CHILD ENDANGERMENT	Closed	10/23/24
AGENCY ASSIST	Closed	10/24/24
INJURY TO A CHILD/ELDERLY/DISABLED	Closed	10/24/24
AGGRAVATED ASSAULT	Closed	10/24/24
INJURY TO A CHILD/ELDERLY/DISABLED	Closed	10/31/24
DECEASED PERSON	Closed	10/15/24
THEFT	Closed	10/14/24
FORGERY	Closed	10/10/24
DECEASED PERSON	Closed	10/29/24
INJURY TO A CHILD/ELDERLY/DISABLED	Closed	10/30/24
MISSING PERSON	Closed	10/01/24

Closed Total: 16

DA Ready

INJURY TO A CHILD/ELDERLY/DISABLED	DA Ready	10/02/24
ASSAULT	DA Ready	10/08/24
THEFT	DA Ready	10/24/24
THEFT OF FIREARM	DA Ready	10/02/24
TERRORISTIC THREAT	DA Ready	10/03/24
TELEPHONE HARASSMENT	DA Ready	10/03/24
HIT & RUN	DA Ready	10/17/24
THEFT	DA Ready	10/17/24
Traffic Stop	DA Ready	10/17/24
THEFT	DA Ready	10/24/24
VIOLATION OF PROTECTIVE ORDER	DA Ready	10/16/24
POSSESSION CONTROLLED SUBSTANCE	DA Ready	10/08/24

Offense	Disposition	Disposition Date
SEX OFFENSE	DA Ready	10/22/24
SEX OFFENSE	DA Ready	10/16/24
AGENCY ASSIST	DA Ready	10/29/24

DA Ready Total: 15

Referred to DA

SEX OFFENSE	Referred to DA	10/04/24
SEX OFFENSE	Referred to DA	10/10/24
AGGRAVATED ASSAULT	Referred to DA	10/04/24
ROBBERY	Referred to DA	10/04/24
VIOLATION OF PROTECTIVE ORDER	Referred to DA	10/04/24
ASSAULT	Referred to DA	10/04/24
SEX OFFENSE	Referred to DA	10/04/24
SEX OFFENSE	Referred to DA	10/23/24

Referred to DA Total: 8

Total Records: 44



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

504 North Queen Street
Palestine, Texas 75801

October 2024

Code Violations

Maintenance of Property	20
Trash / Rubbish	14
Tall Weeds and Grass	94
Vehicles / Trailers	45
Other Violation	78
Animal Control	14
Illegal Dump Sites	22
Estimated Total Weight	12645

Violation Status

Compliant upon Contact	183
Non-Compliance	162
Citations	0
Municipal Court	5

Known Expenditures

Properties Cleaned	0
Property Liens	0
Community Service Persons	2
Total Accumulated Hours	16

Litter Abatement

Total # Dump Sites	18
Estimated Total Weight	4315 lbs

Animal Control

Total Calls for Month	164
Bites / Quarantine	1
Emergency Calls – OT	0
Citations	10
Warnings	0
Animal Intake	47

Palestine Police Department Monthly Activity Report

Date Reported: 10/1/2024 – 10/31/2024



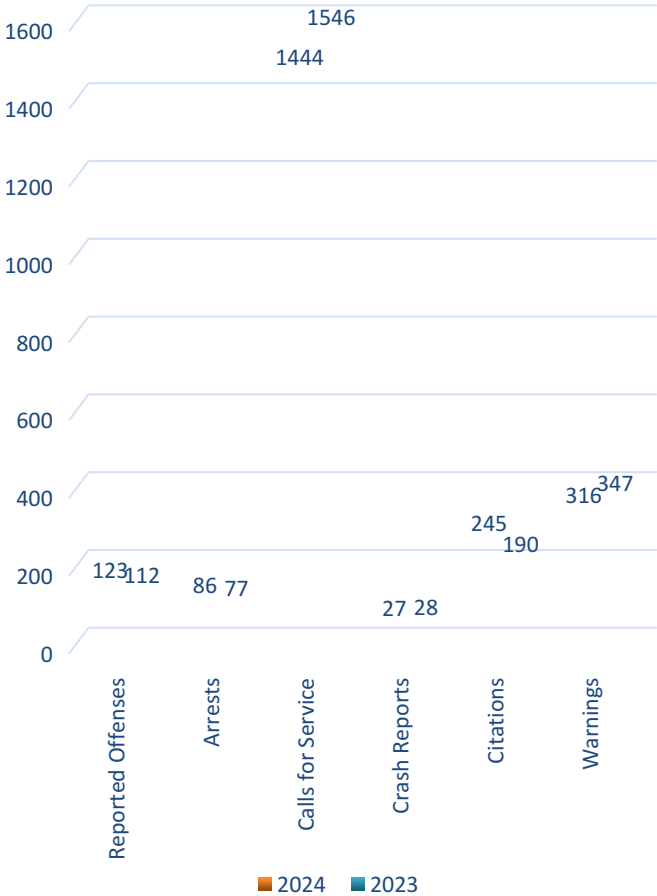
Palestine Police Department
504 N Queen St
Palestine, TX 75801
(903) 729-2254

MONTH

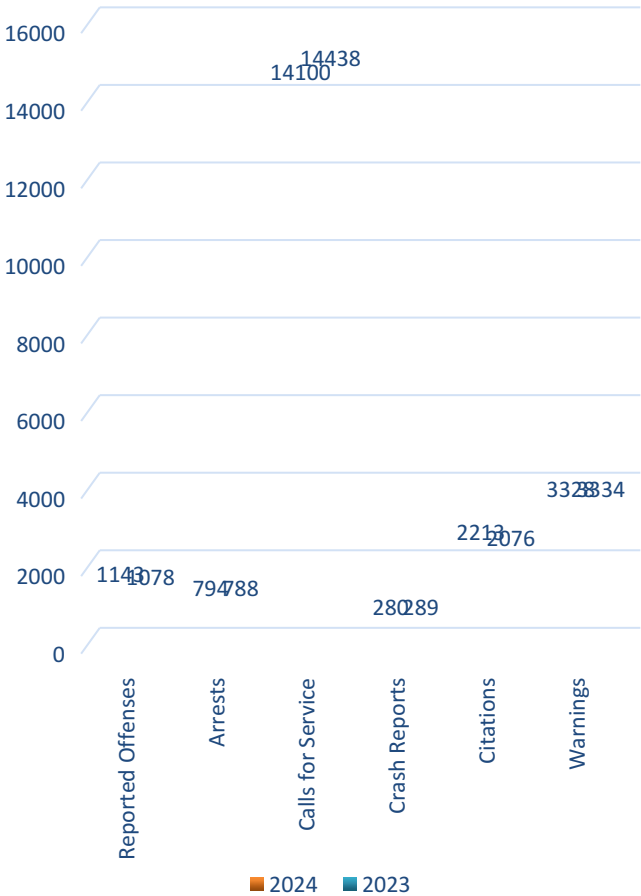
YEAR TO DATE

Reported Offenses	October 2024	October 2023	% Diff	October 2024	October 2023	% Diff
	123	89	28%	1143	1167	2%
Arrests	October 2024	October 2023	% Diff	October 2024	October 2023	% Diff
	100	64	36%	894	852	5%
Calls for Service	October 2024	October 2023	% Diff	October 2024	October 2023	% Diff
	1331	1579	19%	15,431	16,017	4%
Traffic	October 2024	October 2023	% Diff	October 2024	October 2023	% Diff
Crash Reports	41	35	15%	321	324	1%
Citations	200	310	55%	2413	2386	1%
Warnings	206	346	68%	3534	3680	4%

Month Comparison



Year Comparison





Agenda Date: November 18, 2024
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Public Works October 2024 Monthly Report
Date Submitted: 11/07/2024

SUMMARY:

October 2024 Public Works Monthly Report

RECOMMENDED ACTION:

No required action.

CITY MANAGER APPROVAL:

Attachments

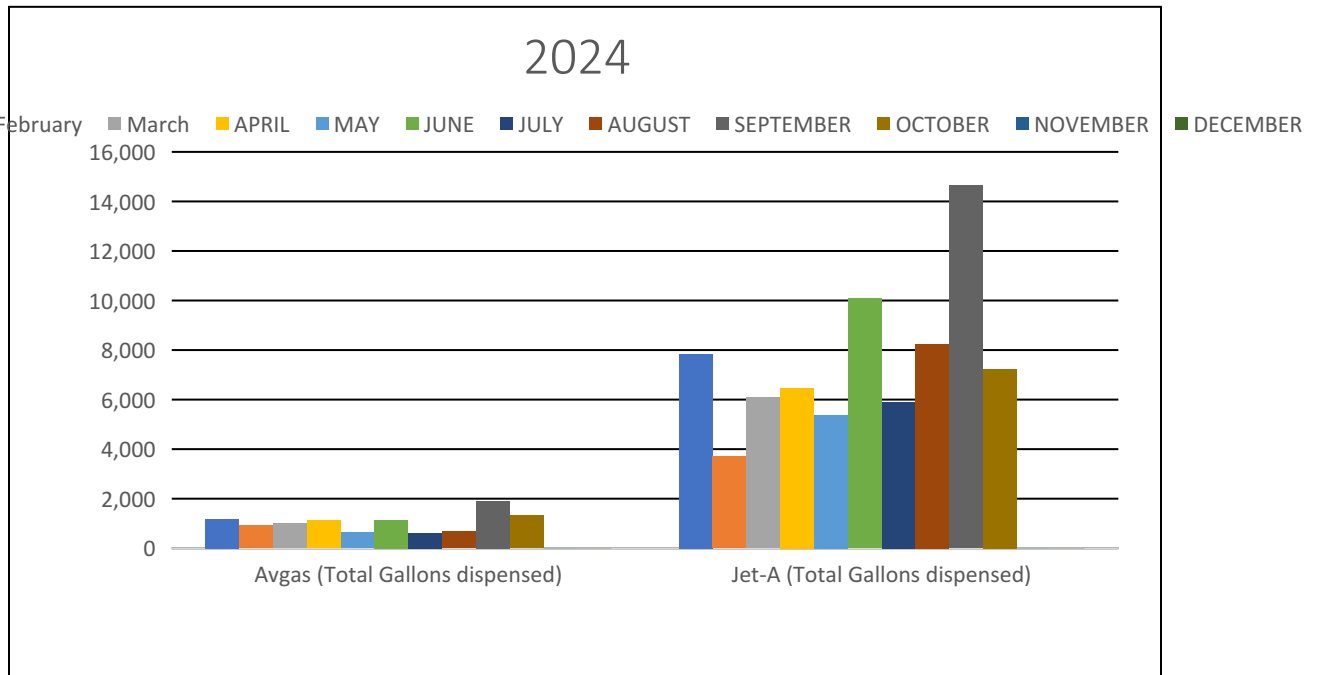
PW Monthly Report



AIRPORT MONTHLY REPORT – October 2024

Jet-A: 1,126,980.2

Avgas: 36,323



Utilities Monthly Report October 2024

Water Distribution	
Call Outs:	27
Taps Made:	3
Taps Repaired:	3
Feet of Lines Placed:	
Water Leaks Repaired:	11
Fire Hydrants Flushed / Gal. ; Water Loss:	131,800 gal
Fire Hydrants Repaired / Installed:	1
Valve box located:	6
Valve box installed:	
Incerta Valve installed:	
Gate Valve replaced / Installed:	
Meters	
Meter Valves replaced / Installed:	4
Meter box Replaced / Installed:	16
On Call Meters turned off:	6
On Call Meters turned on:	3
Meters Located:	2
Meters Installed:	
3/4"	
1"	
1 1/2"	13
2"	3
Bigger than 2"	1
Wastewater Collection	
Sewer Basin's Cleaned:	
Sewer lines camera:	4
Trouble spots ran:	3
Sewer Mains Repaired:	1
Manhole Installed:	
Manholes Changed/Repaired:	3
Sewer Stoppage City:	11
Sewer Stoppage Private:	6
New Sewer Tap Installed:	
Sewer Services Repaired:	2
Sewer pipe installed (ft):	
Haul Dirt / Concrete Rip Rap:	3
ROW Mowed / Cleared:	8
On Call Trees:	1
Vegetation Management:	2

Hydro Excavate:	3
Engineering:	
Line Locates (ft):	10,600 feet
Tap application:	4

STREETS MONTHLY REPORT October

Asphalt	
Square feet of Asphalt Laid	8,272 sq. ft.
Utility Cuts	16
Potholes filled	459
Square Feet of Chipseal Laid	0
Right of Way's	
Feet mowed of Street Right of Way	41,708' / 8 miles
Utility Right of Ways mowed / cleared	0
Trees removed from road / Right of Way	6
Compost Sight	
Number of Customers	557
Number of loads of Concrete Hauled	0
Number of loads of Illegal dumping Hauled	0
Number of loads of Dirt Hauled	12
Drainage	
Feet of drainage repaired	10'
Feet of Drainage Installed	10'
Feet of ditches dug out	670'
Sweeping	
Feet of Street's Swept	54,471' / 10.5 miles
Day's assisting other Departments	
Utilities	0
Parks	6
Water Treatment Plant	0
Wastewater Treatment Plant	0
Code Enforcement	0



Agenda Date: November 18, 2024
To: City Council
From: April Jackson, City Secretary
Agenda Item: Approval of Minutes of the Work Session and Regular Agenda of October 28, 2024
Date Submitted: 11/14/2024

SUMMARY:

Consider approval of minutes of the Work Session and Regular Agenda of October 28, 2024.

RECOMMENDED ACTION:

Staff recommends approval of the minutes as presented.

CITY MANAGER APPROVAL:

Attachments

October 28, 2024, Minutes

DRAFT



MINUTES

The City Council of the City of Palestine convened for a regular meeting on October 28, 2024, at 5:20 p.m. for the Work Session and at 5:30 p.m. for the Regular Meeting in the Council Chambers at City Hall, 504 N. Queen Street, Palestine, Texas, with the following members present:

Present: Mitchell Jordan, Mayor; Ava Harmon, Mayor Pro Tem; Sean Conner, Council Member; James Smith, Council Member; Kenneth Davidson, Council Member; Angela Woodard, Council Member; Christopher Gibbs, Council Member

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

WORK SESSION

With a quorum present, Mayor Pro Tem Harmon called the Work Session to order at 5:20 p.m.

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

Mayor Pro Tem Harmon conducted the first reading of a resolution approving and authorizing a project of the Palestine Economic Development Corporation, a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC's Community Development Grant Program and Downtown Grant Program.

EDC Director Christophe Trahan summarized the resolution approving and authorizing the Palestine Economic Development Corporation Community Development Grant Program in an amount not to exceed \$75,000.00 and the Downtown Grant Program in an amount not to exceed \$250,000.00 for Fiscal Year 2024-2025.

With no other business to come before Council, the Work Session was adjourned at 5:22 p.m.

REGULAR MEETING

A. CALL TO ORDER

Mayor Jordan called the Regular Meeting to order at 5:31 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Youth Minister Director Wayne Glover of First Methodist Church of Palestine and was followed by the Pledge of Allegiance.

C. PROPOSED CHANGES OF AGENDA ITEMS

There were no proposed changes to agenda items.

D. PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS

Cindy Piersol of the Palestine YMCA spoke about the Operations Agreement with the Palestine YMCA for City Pool Services.

1. Texas Arbor Day Proclamation

Mayor Pro Tem Harmon read aloud the Texas Arbor Day Proclamation, which was received by Parks and Rec. Director Patsy Smith.

E. CONFLICT OF INTEREST DISCLOSURES

No action was taken.

F. PUBLIC HEARINGS

1. Public hearing regarding a request for a Specific Use Permit for the placement of a manufactured home at 1120 Bassett Road, Joseph Jordan Survey, A-33, Block 1224, Tract 16A (Middleton Oaks Lot 2). Susan Davis, Planning Tech.

Planning Tech. Susan Davis advised Council that six notices were mailed to property owners within 200 feet of the location for specific use permit request; one was returned in favor, and one was returned in opposition. Ms. Davis explained that the applicant went through a replat process. However, the manufactured home was placed before approval through the specific use permit process. On October 3, 2024, the Planning and Zoning Commission approved the request by a vote of 4-1.

Mayor Pro Tem Harmon opened the public hearing at 5:40 p.m. Applicants Betty Middleton and Dina Gallion spoke in favor of the request and discussed miscommunication concerning the required permits for the placement of a manufactured home. No one spoke in opposition to the request. Mayor Pro Tem Harmon closed the public hearing at 5:44 p.m.

2. Public hearing regarding a request for a Specific Use Permit to allow a private tattoo salon at 310 West Oak Street, Original, Block 164, Lot 19B and 20B. Susan Davis, Planning Tech.

Planning Tech. Susan Davis informed Council that the private tattoo salon was intended to be placed in an existing hair salon. The Zoning Code requires a specific use permit for the requested type of use. On September 13, 2024, 12 notices were sent to property owners within 200 feet of the location; one was returned in favor, and two were returned in opposition. The Planning and Zoning Commission approved the request for a specific use permit by a vote of 4-1.

Mayor Pro Tem Harmon opened the public hearing at 5:44 p.m. Applicant Tina Gray and Rachelle Ray spoke in favor of the request. Council also received comments from Seth Blood concerning the request. Mayor Pro Tem Harmon closed the public hearing at 5:51 p.m.

3. Public hearing regarding a request for a Specific Use Permit for the placement of a full-service car wash at 610 East Market Street, Original, Block 17, Lots 6, 7A, 7B, 8, 9A, 9B, 10, Tract A. Susan Davis, Planning Tech.

Planning Tech. Susan Davis summarized the request for a specific use permit for the placement of a hand car wash at 610 E. Market Street. Staff sent 14 notices to property owners within 200 feet of the location; six were returned in favor, and none were received in opposition. The Planning and Zoning Commission approved the request by a vote of 5-0.

Mayor Pro Tem Harmon opened the public hearing at 5:51 p.m. Applicant Berry King spoke in favor of the request, and no one spoke in opposition. Mayor Pro Tem Harmon closed the public hearing at 5:56 p.m.

4. Public hearing regarding a request for a Specific Use Permit for equipment storage at 3580 Loop 256, Daniel McKinzie Survey, A-527, Block 1258, Tract 17C. Susan Davis, Planning Tech.

Planning Tech. Susan Davis informed Council that the applicant requested a specific use permit for the placement of storage equipment at 3580 Loop 256. Eight notices were sent to property owners within 200 feet of the location, and none were returned in favor or opposition. The Planning and Zoning Commission approved the request by a vote of 5-0.

Mayor Pro Tem Harmon opened the public hearing at 5:57 p.m. Applicant Matthew Starr spoke in favor, and no one spoke in opposition. Mayor Pro Tem Harmon closed the public hearing at 6:03 p.m.

G. CITY MANAGER'S REPORT

Mayor Pro Tem Harmon informed that department directors were present to address questions from Council regarding reports.

The following departmental reports were provided:

1. 2024 Annual Report on Delinquent Property Tax Collections for the City of Palestine. Robert Meyers, MVBA

Robert Meyers of MVBA gave a presentation on the 2024 Annual Report on Delinquent Property Tax Collections for the City of Palestine.

2. September 2024 Police Monthly Report
3. September 2024 Financial Statement
4. September/October 2024 Economic Development Monthly Report

H. CONSENT AGENDA

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

1. Consider approval of minutes of the Work Session and Regular Agenda of October 15, 2024. April Jackson, City Secretary

2. Consider approval of a resolution relating to the City Council's acknowledgment of the selected activities for the General Land Office (GLO) Resilient Communities Program (RCP). Teresa Herrera, City Manager **(Resolution No. R-48-24)**
3. Consider approval of a resolution amending Document No. 5.09 - Certification Pay, Document No. 6.02 - Holiday Pay, and Document No. 6.03 - Sick Leave of the City of Palestine Employee Handbook. Lisa Cariker, HR Director **(Resolution No. R-49-24)**
4. Consider authorizing the City Manager to accept a quote from Hahn Equipment Co., Inc. for pumps in the amount of \$32,443.00 for the Wastewater Treatment Facility. Kevin Olson, PW Director
5. Consider authorizing the City Manager to accept a quote from Univar Solutions USA Inc. for Lime in an amount not to exceed \$72,500.00 for the Water Treatment Plant for Fiscal Year 2024-2025. Kevin Olson, PW Director
6. Consider authorizing the City Manager to accept a quote from AirGas Specialty Products for Anhydrous Ammonia in an amount not to exceed \$12,600.00 for the Water Treatment Plant for Fiscal Year 2024-2025. Kevin Olson, PW Director
7. Consider awarding bid RFP 2024-013 - Water Treatment Plant Chemicals to Chemtrade Chemicals US LLC for Aluminum Sulfate (Alum) in an amount not to exceed \$84,366.00; Norit Americas Inc. for Carbon (Activated) in an amount not to exceed \$29,260.00; Shannon Chemical Corporation for Polyphosphate in an amount not to exceed \$37,695.00; Brenntag Southwest, Inc. for Chlorine in an amount not to exceed \$64,800.00; and Brenntag Southwest, Inc. for Copper Sulfate in an amount not to exceed \$22,500.00. Kevin Olson, PW Director
8. Consider awarding bid RFP 2024-014 - Wastewater Treatment Plant Chemicals to Purify for Sodium Bisulfite in an amount not to exceed \$60,000.00; Polydyne Inc. for Cationic Water Soluble Polymer in Emulsion in an amount not to exceed \$40,940.00; and Brenntag Southwest, Inc. for Chlorine in an amount not to exceed \$67,500.00. Kevin Olson, PW Director
9. Consider awarding bid RFP 2024-015 - Annual Price Agreement to Cash Killion Trucking LLC. in an amount not to exceed \$201,280.00 for Base Material. Kevin Olson, PW Director

Motion by Council Member Sean Conner, seconded by Council Member Christopher Gibbs to approve the Consent Agenda as presented, adopting **Resolution No. R-48-24** and **Resolution No. R-49-24**.

Vote: 7 - 0 - Unanimously

I. **REGULAR AGENDA**

1. Discussion and possible action regarding an ordinance granting a Specific Use Permit for placement of a manufactured home at 1120 Bassett Road, Joseph Jordan Survey, A-33, Block 1224, Tract 16A (Middleton Oaks Lot 2). Susan Davis, Planning Tech. **(Ordinance No. O-24-24)**

Mayor Jordan proposed that city staff meet with manufactured home dealers regarding ordinances and requirements for placement of manufactured homes within city limits due to another manufactured being placed within the city limits before approval through the specific use permit process.

Council Member Gibbs discussed the previous request for the Planning and Zoning Commission to review the specific use permit process for placing manufactured homes within the city limits. Mr. Gibbs also discussed his prior recommendation to remove the language from the Code of Ordinances that allows a specific use permit in Mixed Residential and Suburban Residential zoning districts.

Council discussed potential options to hold manufactured home dealers accountable for not following city ordinances concerning the placement of manufactured homes in the city limits.

Motion by Council Member Sean Conner, seconded by Council Member Kenneth Davidson to approve the item as presented, adopting **Ordinance No. O-24-24**.

Vote: 6 - 0

Other: Council Member Christopher Gibbs (ABSTAIN)

2. Discussion and possible action regarding an ordinance granting a Specific Use Permit to allow a private tattoo salon at 310 West Oak Street, Original, Block 164, Lot 19B and 20B. Susan Davis, Planning Tech. (**Ordinance No. O-25-24**)

Motion by Council Member Sean Conner, seconded by Council Member Kenneth Davidson to approve the item as presented, adopting **Ordinance No. O-25-24**.

Vote: 7 - 0 - Unanimously

3. Discussion and possible action regarding an ordinance granting a Specific Use Permit for placement of a full-service car wash at 610 East Market Street, Original, Block 17, Lots 6, 7A, 7B, 8, 9A, 9B, 10, Tract A. Susan Davis, Planning Tech. (**Ordinance No. O-26-24**)

Motion by Council Member Sean Conner, seconded by Council Member James Smith to approve the item as presented, adopting **Ordinance No. O-26-24**.

Vote: 7 - 0 - Unanimously

4. Discussion and possible action regarding an ordinance granting a Specific Use Permit for equipment storage at 3580 Loop 256, Daniel McKinzie Survey, A-527, Block 1258, Tract 17C. Susan Davis, Planning Tech. (**Ordinance No. O-27-24**)

Motion by Council Member Kenneth Davidson, seconded by Council Member Sean Conner to approve the item as presented, adopting **Ordinance No. O-27-24**.

Vote: 7 - 0 - Unanimously

5. Discussion and possible action regarding the Operations Agreement with Palestine YMCA for City Pool Services. Patsy Smith, Parks and Rec. Director

Parks and Rec. Director Patsy Smith requested direction from Council on whether the YMCA should be responsible for contributing to capital expenditures related to the maintenance and operation of the city pool. Ms. Smith informed Council that the Operations Agreement outlines that the owner and operator will share all costs for essential services for the swimming pool and share all operational costs, maintenance costs, and equipment costs in the operation of the swimming pool with the owner responsible for 75% of the costs and the operator responsible for 25% of the costs.

City Attorney Rezzin Pullum explained that the Palestine YMCA disagreed with the interpretation that the YMCA should share capital costs related to the operation of the pool. The YMCA disagreed based on the owner's obligations listed in the agreement, which states

that the owner agrees to replace capital equipment as needed for the operation of the swimming pool in a timely manner. He further explained that recent incidents with the pool operation warranted the City to review the operations agreement and determine the obligations and if both parties were upholding the obligations.

City staff and Cindy Piersol of the YMCA addressed questions from City Council concerning revenue received by each party from the pool and any financial contributions to the operation of the pool by both parties. Staff confirmed that the YMCA had not contributed to any capital improvements to the pool.

City Attorney Pullum recommended addressing the ambiguity of who is responsible for capital improvement costs in the Operations Agreement if it is decided to continue the partnership with the YMCA. Council recommended postponing action until after the City Manager, the City Attorney, and the YMCA board meet to seek a resolution regarding the responsibility of capital improvement costs in the operations agreement and if there are any proposed amendments to be made to the agreement that those proposed amendments be presented to City Council for review.

Motion by Council Member Kenneth Davidson, seconded by Council Member Sean Conner to postpone taking action until after the City Manager, the City Attorney, and the YMCA board meet to seek a resolution regarding the responsibility of capital improvement costs in the operations agreement and if there are any proposed amendments to be made to the agreement that those proposed amendments be presented to City Council for review.

Vote: 7 - 0 - Unanimously

6. Second reading and possible action regarding a resolution approving and authorizing a project of the Palestine Economic Development Corporation, a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the Palestine Economic Development Corporation Community Development Grant Program and Downtown Grant Program. Christophe Trahan, EDC Director **(Resolution No. R-50-24)**

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

Motion by Council Member Christopher Gibbs, seconded by Council Member Kenneth Davidson to approve the item as presented, adopting **Resolution No. R-50-24**.

Vote: 7 - 0 - Unanimously

7. Discussion and possible action regarding a resolution nominating Sanderson Farms, LLC to the Office of the Governor Economic Development and Tourism (EDT) through the Economic Development Bank (Bank) as an enterprise project. Christophe Trahan, EDC Director **(Resolution No. R-51-24)**

EDC Director Christophe Trahan presented a nominating resolution to nominate the Sanderson Farms, LLC. for designation as an enterprise project. By nominating Sanderson Farms, Inc. for designation as an enterprise project, they will be eligible for state tax

incentives provided by law for an enterprise project. The state will select and approve Sanderson Farms, LLC as an enterprise project following a nomination made by the City.

Motion by Council Member Sean Conner, seconded by Council Member Kenneth Davidson to approve the item as presented, adopting **Resolution No. R-51-24**.

Vote: 7 - 0 - Unanimously

8. Discussion and possible action regarding authorizing the City Manager to accept the amended contract price with Upper Neches River Municipal Water Authority in an amount of \$295,696.00. Kevin Olson, PW Director

PW Director Kevin Olson discussed the contract with Upper Neches River Municipal Water Authority that requires a pro-rata share from the City of Palestine towards their operating budget and public improvements. The pro-rata share for Fiscal Year 2024-2025 increased to \$295,696.00. Staff budgeted \$203,582.00 in the City's budget approved on September 9, 2024. The Upper Neches River Municipal Authority annual letter was received on September 24, 2024. Staff requested to move \$92,114.00 from the Equipment Repair/Maintenance Account to the UNRMWA Water Contract Account in the Water Treatment Fund to cover the increase in the pro-rata share.

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

Vote: 7 - 0 - Unanimously

J. **MAYOR'S REPORT**

Mayor Jordan reported on the Hot Pepper Festival, the second annual Love Thy Neighbor Event, Early Voting for the General Election, and his physical absence. Mr. Jordan also recognized Mayor Pro Tem Harmon, City Manager Herrera, and City Secretary April Jackson for their assistance during his absence.

Mayor Jordan also spoke concerning Veterans Day and recognizing veterans.

K. **ITEMS FROM COUNCIL**

Council Member Gibbs requested revisiting the discussion on code enforcement in downtown areas. Mr. Gibbs also spoke about Halloween safety and acknowledged and recognized the different fall festivals in Palestine.

Council Member Woodard also encouraged Halloween safety.

Council Member Davidson spoke concerning the Hot Pepper Festival parade.

Council Member Smith thanked all for attending the City Council meeting and encouraged everyone to be safe for Halloween.

Mayor Pro Tem Harmon discussed the Veterans Day Breakfast and Parade. Ms. Harmon also urged Halloween safety. She also thanked Public Works for contributing vehicles for the Hot Pepper Festival Parade.

L. **ADJOURNMENT**

With no other business to come before Council, the meeting was adjourned at 7:14 p.m.

PASSED AND APPROVED THIS 18TH DAY OF NOVEMBER 2024.

Mitchell W. Jordan, Mayor

ATTEST:

April Jackson, City Secretary



Agenda Date: November 18, 2024
To: City Council
From: Susan Davis, Planning Technician
Agenda Item: Approval of an RFP for Development of the Old Memorial Hospital Lot
Date Submitted: 11/14/2024

SUMMARY:

Consider approval of a request for proposal for the Development of the Old Memorial Hospital Lot, which contains 3.1503 acres and is situated in the Reagan & Word Addition, Block 10. The scope of work includes platting of no more than eight lots and the development of one single-family home per lot that is compatible with the Southside Historic District and approved by the Historic Landmark Commission.

RECOMMENDED ACTION:

For consideration.

CITY MANAGER APPROVAL:

Attachments

RFP for Old Memorial



This notice is published in the Palestine Herald Press on Saturday, December 14, 2024, and Saturday, December 21, 2024.

CITY OF PALESTINE REQUEST FOR PROPOSALS (RFP)

RFP 2024-019 – SALE AND DEVELOPMENT OF THE OLD MEMORIAL HOSPITAL LOT

Sealed Proposal Bids Due Date: Monday, January 21, 2025, at 1:00 p.m.

I. PURPOSE

The City of Palestine (City) is soliciting Request for Proposals (RFP) for the Sale and Development of the Old Memorial Hospital Lot.

Sealed proposals are due in the City Secretary's Office by **Monday, January 21, 2025, at 1:00 p.m.** Sealed proposals will be opened on **Monday, January 21, 2025, at 1:30 p.m.** in the City Hall Conference Room. To be considered, the sealed proposal must address each of the services required.

II. SERVICES REQUIRED

This is a request for proposal for the City of Palestine for the sale of a parcel of land containing 3.1503 acres, more or less, situated in the Reagan & Word Addition, Block 10, and being further identified as the Old Memorial Hospital Lot.

1. Property Description:

- a. Location: 900 Sycamore, Palestine, Anderson County, Texas.
- b. Zoning/Current Land Use: Vacant property adjacent to the Southside Historic District and located in the Mixed Use Neighborhood Zoning District.
- c. Additional Information: Palestine Utilities Map attached.

2. Restrictions and/or Requirements: The Buyer must ensure that any development or use of the Property complies with applicable local zoning laws and land use regulations.

3. Development Requirements:

- a. The Buyer must submit a plat for approval by the City of Palestine subdividing the parcel into no more than eight (8) residential lots.
- b. The property shall only be used for single-family residential dwellings that are complimentary in architectural style to homes found in the Southside Historic District, including but not limited to Victorian and Craftsman homes, typically constructed between 1880 and 1940, to ensure consistency with the neighborhood's historical character. Any use inconsistent with these restrictions will be prohibited.

4. Land Use Restriction: The property shall not be used for commercial purposes. Any use inconsistent with these restrictions will be prohibited.
5. Contractor Registration and Permitting: The contractor shall be registered with the City of Palestine and obtain any permits necessary to complete this project.
6. Proposal Submission Requirements:
 - a. The total price offered for the Property, including any contingencies or conditions.
 - b. Proof of financial ability to purchase the Property, including any financing arrangements or letter of credit from a financial institution.
 - c. A proposed timeline for closing on the Property and any proposed developments.
 - d. A signed statement acknowledging the Buyer's understanding and acceptance of the restrictions and requirements described in this RFP.
 - e. Any other relevant documents or information that the City may deem necessary to evaluate the proposal.

III. MARKET CONDITIONS

The City is aware of the extreme market fluctuations occurring for these services, so we strive to arrive at a bid format that satisfies state bid law and protects vendors against future price increases. We will ask your company to establish a baseline price for the services and products listed to protect the vendor and the City. Prices can be negotiated after bids are opened based on increases and/or decreases in the same amount as the market changes. However, the winning vendor(s) will be asked to provide documentation proving a price change has occurred. If prices decrease over the term of this agreement, the winning vendor(s) will be expected to pass along these decreases in pricing. The City will assume that your company agrees to this market protection by submitting a bid under this format. If you have a different method of price protection, please include your information in your response.

IV. GENERAL INFORMATION

The City of Palestine is a home rule city located in Anderson County with a population of approximately 18,544 per the 2020 U.S. Census estimate. The City operates under a Council-Manager form of government with a mayor, six (6) council members, and a city manager. The council members are elected from single-member districts, with the mayor elected at large. The city manager is the chief executive officer of the city. It is the city manager's duty to execute and implement policies established by the City Council.

V. SUBMISSION OF RESPONSE

Deliver: Proposals must be sealed and may be mailed or hand-delivered. Sealed Proposals for **RFP 2024-019 – SALE AND DEVELOPMENT OF THE OLD MEMORIAL HOSPITAL LOT** are due on **Monday, January 21, 2025, at 1:00 p.m.** in the City Secretary's Office.

Proposal packets are required to include **three (3) copies**.

The vendor/contractor(s) will provide a certificate of liability insurance with the bid proposal. Also, include any breakdown of vendor requirements to comply with City of Palestine specifications and/or applicable stipulations for this bid proposal.

Please include the following on the sealed bid envelope:

“RFP 2024-019 – SALE AND DEVELOPMENT OF THE OLD MEMORIAL HOSPITAL LOT– TO BE OPENED: 01/21/2025 AT 1:30 p.m.”

Proposals received after 1:00 p.m. on January 21, 2025, will be returned unopened. The city reserves the right to reject any proposals, request additional information concerning any proposals for clarification, and waive any irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the city to pay any cost incurred by respondents in the preparation of the proposals. Furthermore, this RFP does not obligate the city to accept or contract for any implied services.

Mailing Address and Hand Delivery Address:

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

Your qualifications shall be governed by the following schedule:

Wednesday, January 15, 2025, at 3:00 p.m., Central Standard Time (CST)

Deadline for inquiries, questions, or requests for information regarding this request for proposal. All questions must be submitted in writing by E-mail: plantech@palestine-tx.org.

Monday, January 21, 2025, at 1:00 p.m., Central Standard Time (CST)

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

Monday January 21, 2025, at 1:30 p.m., Central Standard Time (CST)

Sealed bids will be opened and publicly read in the City Hall Conference Room at 504 N. Queen Street, Palestine, Texas. Bids that are received, which are unmarked, shall be opened for identification purposes only and resealed. The envelope or box shall be marked accordingly.

Communications: All communications regarding the submission of your qualification proposal are to be in writing directly to the E-mail address: plantech@palestine-tx.org

VI. QUALIFICATION PROPOSAL INFORMATION

Statement of Qualifications:

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

Qualifications of Experience

1. List the name and all addresses of the location(s) of your company. Which company location will be used to provide services for the development of the Old Memorial Hospital Lot.
2. List all individuals and contact information for those who will be providing services for this RFP.
3. List your history (if any) in providing services to the City of Palestine.
4. Describe your involvement with municipalities or other governmental agencies where you have completed residential developments.
5. List of all residential developments currently under construction or completed within the past five (5) years.
6. List any contact information for current/former references for the past five (5) years.

VII. EVALUATION PROCESS

The City reserves the right to request additional information concerning proposals for clarification and waive any irregularities and informalities in the submittal and evaluation process. After proposals are opened and publicly read, the proposals will be tabulated for comparison based on the bid prices and quantities (lowest responsible vendor/contractor) or by the best value.

The following items will be considered when an award is based on best value:

- the extent to which the goods or services meet the municipality's needs
- the bidder's past relationship with the municipality
- the total long-term cost to the municipality to acquire the bidder's services

The RFP will be awarded using the following criteria:

- pricing for services provided
- ability to deliver services to complete the project in a timely manner
- the extent to which the services meet the City's needs references
- previous relationship with the City of Palestine

VIII. BID AWARD AND PRICING

The bids shall remain on file, open for inspection, for at least forty-eight (48) hours before the contract may be awarded. After your response to this RFP is submitted, the City will negotiate a final price, which the City Council will approve on February 10, 2025. Before City Council approval, if any market changes occur, the responding vendor must notify the Purchasing Department immediately. Once this Council approval occurs, pricing will be subject to the Market Conditions terms listed previously for price increases and decreases. After the bid is awarded and the vendor awarded a contract wishes to approve adjusted pricing to the agreement due to changes in the market, they must do so through certified mail or via e-mail to the Development Services Department at plantech@palestine-tx.org. Documentation verifying the reason for the price increase must be sent as part of the request. Upon review of adjusted proposals, the City of Palestine may elect to dissolve the existing contract upon the expiration date or accept the price adjustment(s).

The Development Services supervisor shall be responsible for preparing a tabulation sheet for all bids received, which will be made available to the public upon request. The tabulation sheets will be forwarded to the City Council to make the final decision on an award.

Point of Contact

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

City of Palestine
Susan Davis
Development Services Supervisor
504 N. Queen St.
Palestine, Texas 75801
Telephone: (903) 731-8419
E-Mail: plantech@palestine-tx.org

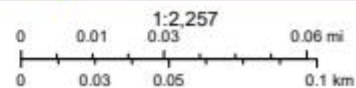
Notice

Any notice provided by this RFP or required by law is to be given by the City of Palestine. Any interpretations, corrections, or changes to this Request of Qualifications will be made by addenda. The sole issuing authority of addenda shall be the City of Palestine City Secretary. The addenda will be mailed to all who have received a copy of this request for proposal.

Palestine Utilities Web Map



11/14/2024, 6:05:33 PM



- * Addresses
- Palestine Contours
- Sewer Manhole
- Water Fire Hydrant
- Sewer Main
- Water Main
- Abandoned
- Fire
- Service
- Transmission
- CITY BOUNDARY

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City of Palestine, TX; ETCOG
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Agenda Date: November 18, 2024
To: City Council
From: April Jackson, City Secretary
Agenda Item: 2025 SB 224 Catalytic Converter Grant Program
Date Submitted: 11/14/2024

SUMMARY:

Consider approval of a resolution authorizing the submission of a grant application and all other necessary documents to the Motor Vehicle Crime Prevention Authority for the 2025 SB 224 Catalytic Converter Grant Program.

Under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43, Part 3, Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement task forces and agencies for economic motor vehicle theft, including catalytic converter theft. This grant program will assist this jurisdiction to combat catalytic converter theft.

Approval of this resolution will allow staff to file an application for this FY 2025 SB 224 Catalytic Converter Grant and serve as proof of the Council's support for this application.

RECOMMENDED ACTION:

Staff recommends approval of a resolution authorizing the submission of a grant application and all other necessary documents to the Motor Vehicle Crime Prevention Authority for the 2025 SB 224 Catalytic Converter Grant Program.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. R- -24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND ALL OTHER NECESSARY DOCUMENTS TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR THE 2025 SB 224 CATALYTIC CONVERTER GRANT PROGRAM; PROVIDING FOR FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement task forces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, the City of Palestine has agreed that in the event of loss or misuse of the grant funds, the City of Palestine agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

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

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

SECTION 2. The City Council finds that the City staff should move forward to file an application for this FY 2025 SB 224 Catalytic Converter Grant and utilize this Resolution as proof of the Council's support for this application.

SECTION 3. David Kassaw is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant.

SECTION 4. David Kassaw is designated as the Program Director, and Andrew Sibai is designated as the Financial Officer for this grant.

SECTION 5. Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

SECTION 6. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.

SECTION 7. This Resolution shall take effect immediately upon its passage and publication.

SECTION 8. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED, APPROVED, AND ADOPTED this 18th day of November, 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Palestine, Texas.

AVA HARMON
MAYOR PRO TEM

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY



Agenda Date: November 18, 2024
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Award of Bid RFP 2024-017 - Annual Price Agreement for Asphalt
Date Submitted: 11/12/2024

SUMMARY:

Consider awarding bid RFP 2024-017 - Annual Price Agreement for Asphalt to Texas Materials at the following rates:

\$110.00 per ton for Hot Mix, not to exceed \$440,000.00

\$111.00 per ton for Cold Mix, not to exceed \$166,500.00

Sealed bids were received and opened on Tuesday, November 12, 2024.

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-017 - Annual Price Agreement for asphalt to Texas Materials, as presented.

CITY MANAGER APPROVAL:

Attachments

Bid Tab

Bid

**CITY OF PALESTINE – PUBLIC WORKS
TABULATION
ANNUAL PRICE AGREEMENT FOR ASPHALT
RFP 2024-017**

VENDOR	BID PROPOSAL	AWARDED
Texas Materials 5509 Old Jacksonville Tyler, Tx 75703	\$110.00 PER TON	Texas Materials 5509 Old Jacksonville Tyler, Tx 75703



A CRH COMPANY

Plant: (903) 561-1321

Fax: (903) 509-3630

Address: 5508 Old Jacksonville, Tyler, TX 75703

Customer: City of Palestine
Contact: _____

Phone Number: _____
Fax Number: _____

Project: 2024-017 Annual Price Agreement

Date: 11/5/2025
PO#: _____
Total Tons: TBD

Price/ Ton	Product #	Description	Tons
\$110.00		Typar D Hot Mix Asphalt	TBD
\$111.00		Type D Cold Mix Asphalt	TBD
		FOB ONLY- NO DELIVERY AVAILABLE	
Total Tons:			0

All prices with escalators stated are guaranteed through October 31, 2025

Escalator Date:

Escalator:

1. This Sales Quote expires 30 days from the date listed above unless it is signed and returned to Texas Materials by the Customer.
2. In the event that raw materials are not available or in short supply, the Sales Quote can be rescinded.
3. Seller is not responsible for delays due to circumstances beyond their control.
4. Taxes will be charged until a certificate is received in the Texas Materials- TYLER OFFICE.
5. Terms are Net 30 days. A late payment of 1 1/2 % per month (18% annual rate) will be added to all unpaid balances over 30 days.
6. By signing the Material Quote, the Buyer agrees to the sellers Terms and Conditions.

Quoted By: Jeff Robinson Texas Materials

Email: _____

Phone: 214-708-5449

Customer Signature: _____

Customer Title: _____

Date Accepted: _____



Agenda Date: November 18, 2024
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Consent to Accept a Quote from Zone Industries, LLC
Date Submitted: 11/07/2024

SUMMARY:

Consider authorizing the City Manager to accept a quote from Zone Industries, LLC for the replacement pump for WAS #1 at the Waste Water Treatment Plant in the amount of \$27,914.00. The pump is sole sourced due to the brand of other pumps to minimize inventory of spare parts.

The Sole Source letter is attached.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to accept a quote for the replacement pump for WAS #1 at the Wastewater Treatment Facility from Zone Industries, LLC in the amount of \$27,914.00.

CITY MANAGER APPROVAL:

Attachments

Sole Source Letter
Zone Industries Quote



October 2nd, 2024

Subject: Distributor for Municipal Engineered Systems Water and Wastewater Market

To Whom It May Concern,

The Gorman-Rupp Company is a world leader in the production of pumps and engineered equipment for diversified markets. Our marketing strategy has been to establish a network of factory authorized distributorships trained to apply equipment unique to specific hydraulic applications. Some examples of these are construction, petroleum, industrial, water and wastewater. Our distributors are specialists and very knowledgeable within their defined market area and dedicated to helping you select and maintain the proper equipment for your application.

Please be advised **Zone Industries Dba Precision Pump Systems** is the sole authorized distributor for Municipal Water and Wastewater Pumps, Lift Stations and parts for the State of Texas. Precision Pump Systems is responsible for supplying all Gorman-Rupp pumps and Gorman-Rupp parts used in municipal water and wastewater lift stations or treatment plants, including individual units installed in municipal collection systems.

Precision Pump Systems
3303 Cypresswood Drive
Spring, TX 77388
Telephone: 713.783.8530

This letter is valid from this date forward until such time Gorman-Rupp identifies a new Municipal distributor for your location, if the need arises. All previous letters you may have been provided are superseded by this letter.

We thank you for your interest in Gorman-Rupp products and look forward to working with you in any upcoming projects.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Vincent Baldasare', is written over a horizontal line.

Vincent Baldasare
Sales Manager
Engineered Systems

VB: DD

GORMAN-RUPP PUMPS

P.O. Box 1217 | Mansfield, Ohio 44901-1217 | Phone: 419-755-1011 | Fax: 419-755-1251 | grsales@gormanrupp.com | www.GRpumps.com

ZONE INDUSTRIES, LLC
PO Box 73149
Houston, TX 77273
817-912-5151



QUOTATION

Order Number	
10015115	
Order Date	Page
10/30/2024 09:31:49	1 of 6
Quote Number	
Inside Sales	Collin Brown
Email	
Account Mgr	Danny Watson
Email	

Quote Expires On: 11/29/2024

Bill To:

Palestine, City of
Palestine, City of
201 Coronaco
Palestine, TX 78552

Ship To:

Palestine Waste Water
PVT RD 6078
Attn: Ben Day
Palestine, TX 75801

903-731-8404

Requested By: Benjamin Day

Customer ID: 11856

PO Number		Ship Route		Inside Sales	
T6 skid, piping, install				COLLIN.BROWN	
Quantities			Item ID		Pricing
Ordered	Allocated	Remaining	UOM	Unit Size	Unit Price
			Unit Size	Disp.	Extended Price
			Item Description		

Delivery Instructions: Allowed

1.00	0.00	1.00	EA	GR PUMP ASSEMBLY	EA	29,034.00	29,034.00
			1.0	Gorman Rupp Pump Assembly	1.0		
Order Line Notes: Quote includes new Gorman Rupp T6 pump mounted on Zone Galvanized base, 25HP Toshiba 1800RPM TEFC motor, Uniguard, belts and sheaves, casing heater. Zone will demo old Hydromatic pump and base. set new pump and anchor in. Includes 6" piping and fitting, flanges, elbows supplied for customer's welder to install. Repeat of last T6 job install.							
			1 EA	SHOP LABOR	EA		
Level:				LABOR CHARGE			
Qty Per Assembly:	2.00	1.0					
Total Qty:	2.00						

Total Lines: 1

SUB-TOTAL: 29,034.00
TAX: 0.00

ZONE INDUSTRIES, LLC
PO Box 73149
Houston, TX 77273
817-912-5151



QUOTATION

Order Number	
10015115	
Order Date	Page
10/30/2024 09:31:49	2 of 6
Quote Number	
Inside Sales	Collin Brown
Email	
Account Mgr	Danny Watson
Email	

Quote Expires On: 11/29/2024

Quantities					Item ID	Pricing		
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Unit Price	Extended Price
			Unit Size			Unit Size		

AMOUNT DUE: 29,034.00
U.S. Dollars

ZONE INDUSTRIES LLC - TERMS AND CONDITIONS

1. **Construction and Legal Effect:** Zone Industries, LLC shall hereinafter be referred to as "ZONE", and the applicant shall be referred to as "CUSTOMER." The CUSTOMER desires to purchase goods and/or services (collectively, the "Goods") from ZONE, and CUSTOMER agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. ZONE's sales to CUSTOMER are limited to and expressly made conditional on CUSTOMER's assent to these Terms and Conditions ("Terms"). The issuance of a purchase order by CUSTOMER or CUSTOMER's acceptance of the Goods and/or services or payment for the Goods and/or services shall operate as acceptance by CUSTOMER of these Terms. ZONE hereby objects to any terms or conditions at variance with, different from or additional to the Terms stated herein unless such terms and conditions are hereafter set forth in a writing signed by ZONE. Anything herein to the contrary notwithstanding, no amendment to, or waiver, modification or deletion of, any of the terms and conditions stated herein shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of ZONE.

2. **Credit:** ZONE reserves the right to approve, approve with conditions or disapprove any request for extension of credit in its sole discretion. Credit will be extended by ZONE to CUSTOMER based on the information provided in this application. CUSTOMER agrees that any financial documents provided ZONE are true and correct. ZONE is authorized to check CUSTOMER's credit background. The amount of credit extended to CUSTOMER will be determined by ZONE and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER's credit limit. All amounts charged to the open account are CUSTOMER's responsibility. CUSTOMER agrees to pay any and all invoices, charges, fees and costs which CUSTOMER or any authorized person incurs on CUSTOMER's account. Unless CUSTOMER notifies ZONE in writing within five (5) days of any unauthorized use of CUSTOMER's credit account, CUSTOMER agrees that any other person who incurs charges on CUSTOMER's account is authorized to do so. Notwithstanding the foregoing, any and all contracts, certificates, invoices and other writings signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to have been executed on behalf of CUSTOMER with full authority.

3. **Payments:** Payment of amounts due hereunder shall be made by CUSTOMER to ZONE net thirty (30) days after shipment date. ZONE, at its sole discretion, may offer early payment discounts to customers based on the customer's credit history and payment history with ZONE. ZONE reserves the right at any time to alter or suspend credit, or to change credit terms provided herein, when in its sole opinion CUSTOMER's financial condition so warrants. ZONE further reserves the right to amend the timing of payments if necessary due to vendor payment requirements. Failure to pay an invoice at due date, at ZONE's election, makes all subsequent invoices immediately due and payable, irrespective of terms, and ZONE may withhold all subsequent deliveries under all outstanding orders until full payment is received. Any payment not made when due shall be subject to interest to be paid by CUSTOMER at the lesser of 1.5% per month or the highest rate permissible under applicable law. CUSTOMER agrees to notify ZONE in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered. In the event of insolvency of CUSTOMER, default in payment or repudiation by CUSTOMER, or any breach of the terms of this agreement, ZONE shall have the right to stop delivery of the Goods and CUSTOMER shall be liable to ZONE for any and all liabilities incurred by ZONE as a result thereof including, but not limited to liabilities to third parties, collection costs, attorneys' fees, and any associated costs incurred by ZONE.

4. **Price:** CUSTOMER shall purchase the Goods from ZONE at the price(s) (the "Price") set forth in the purchase order or invoice issued by ZONE. All Prices are exclusive of all Federal, State or local sales, use and excise taxes, and any other similar taxes, duties and charges of any kind on any amounts payable by CUSTOMER. CUSTOMER shall be responsible for all such charges, costs, and taxes; provided, that, CUSTOMER shall not be responsible for any taxes imposed on, or with respect to, ZONE's income, revenue, gross receipts, or commercial activity.

5. **Action for Breach:** Any action by CUSTOMER arising out of or relating to this agreement must be commenced within one (1) year after the cause of action has accrued.

6. **Warranty and Limitation of Liability:** ZONE warrants solely to CUSTOMER only that Goods and services furnished hereunder shall conform to applicable specifications, and no other warranty, except of title, shall be implied. Provided that CUSTOMER gives notice in accordance with Article 13 below, if Goods sold hereunder fail to conform to applicable specifications, demonstrated to ZONE's satisfaction to have existed at the time of departure from ZONE's plant, ZONE, reserving the right to inspect Goods, shall, at ZONE's option, replace at ZONE's expense F.O.B. CUSTOMER's plant or give CUSTOMER credit for Goods determined by ZONE to be non-conforming. ZONE shall not be obligated to replace or provide credit for Goods that shall have been subjected to alteration, contamination, improper maintenance or storage, misapplication, misuse, negligence or accident during or after shipment from ZONE's plant or to Goods to which CUSTOMER's tests used an unrepresentative sample. The remedy set forth in this Article 5 shall be the sole and exclusive remedy available to CUSTOMER for breach of warranty. In no event shall CUSTOMER's remedy exceed the purchase price of the non-conforming Goods or services, plus any transportation costs paid by ZONE to supply replacement Goods to CUSTOMER as described above in this Article 5.

No employee or agent of ZONE is authorized to make any warranty, statement, promise or understanding other than that which is specifically set forth in this Article 5. The provisions in any Technical Data sheet issued by ZONE or attached hereto are descriptive only and are not warranties or representations.

THE WARRANTIES SET FORTH IN THIS ARTICLE 5 ARE THE ONLY WARRANTIES APPLICABLE TO THE GOODS AND SERVICES SOLD HEREUNDER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY DISCLAIMED AND SHALL NOT APPLY.

If the Goods sold hereunder are resold by CUSTOMER, without any alteration or processing by CUSTOMER or incorporation into any of CUSTOMER's products, CUSTOMER agrees to include in the agreement for resale provisions which limit recoveries against ZONE in accordance with this Article 5.

In no event shall ZONE be liable for any direct, indirect, special, consequential or incidental damages under this agreement (including but not limited to any such damages arising out of late, partial and/or non delivery, the sale, use, furnishing of Goods, or suitability for general or particular use). CUSTOMER is solely responsible for determining suitability for use and ZONE shall in no event be liable in this respect. The giving or failure to give advice, recommendations or safety warnings of any character by ZONE shall not impose any liability upon ZONE.

Should CUSTOMER breach any of the duties and warranties set forth within this Article 5, BUYER AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS from and against any and all liability, claims, and suits of any third party including but not limited to employees or insurers of CUSTOMER, in any way, in whole or in part, alleged to have arisen out of exposure to or use of Goods supplied by ZONE. Further, upon acceptance of Goods and services supplied by ZONE or in the absence of any written notice of nonconformity of such Goods as set forth in Article 13 below, CUSTOMER AGREES TO FULLY RELEASE, INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS from and against any and all liability, claims, and suits it may possess or that may be asserted against ZONE by any third party (including but not limited to contractors, subcontractors or property owners who have purchased, installed or otherwise used products or services of CUSTOMER or have had such products incorporated into their property or products, or insurers of any of such parties or of the CUSTOMER) in any manner arising in whole or in part, out of the production, marketing, distribution, sale, installation, use or deficiencies of any products of the CUSTOMER produced using the Goods supplied by ZONE. The provisions of this Article 5 shall survive the expiration, or earlier termination as provided herein, of this agreement.

7. **Indemnity:** CUSTOMER will release, hold harmless, indemnify and defend ZONE from any liability (including without limitation liability for negligence or strict liability) claims, losses, suits and costs resulting from the design of Goods supplied by ZONE

8. **Delivery:** Delivery and shipment dates are estimated dates only and are not guaranteed. In estimating such dates, no allowance has been made nor shall ZONE be liable for any damages, losses, penalties, whether direct, indirect, special, incidental or consequential, resulting from ZONE's failure or delay in performing, carriers' failure or delay in performing or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining Goods, acts of government affecting ZONE directly or indirectly, bad weather, or any causes beyond ZONE's control, or causes designated as acts of God or force majeure by any statute or court of law. In the event any failure or delay to ship Goods continues for a period of ninety consecutive days, CUSTOMER may cancel its order for the subject Goods upon three days' written notice to ZONE.

9. **Shipping:** Unless CUSTOMER specifies otherwise in writing: (a) Goods will be shipped as ZONE may deem proper, and (b) routing and manner of shipment will be at ZONE's discretion. If special routing instructions are given, CUSTOMER agrees to pay additional handling and transportation charges, if any. Title and risk of loss passes to CUSTOMER upon delivery of the Goods to CUSTOMER or when the Goods otherwise leave the care, custody and control of ZONE. CUSTOMER shall be solely responsible for maintaining any insurance against loss or damage in shipment. ZONE shall not be liable for loss, damage, detention, delay or completion of an order due to acts of God, acts of terrorism, war, riots, civil insurrection, strikes, work stoppages, fires, accidents, acts of civil or military authority including governmental laws, embargoes, orders, priorities, or regulations, delay in transportation, shortages, delay by suppliers of materials, or any other causes whatsoever beyond the reasonable control of ZONE.

10. **Security Interest:** ZONE reserves a purchase money security interest in the Goods sold hereunder and the proceeds thereof, in the amount of the Price. In the event of default by CUSTOMER on any of its payment obligations to ZONE, ZONE will have the right to repossess the Goods sold hereunder that have not been paid for without liability to CUSTOMER or any third party in possession of such Goods, if not CUSTOMER. In such event, CUSTOMER agrees to make the Goods available to ZONE so that ZONE can repossess them without a breach of the peace. This security interest will be satisfied by payment in full. ZONE may file a financing statement to perfect ZONE's security interest, provided that ZONE terminates any such financing statements once the Goods are paid for. CUSTOMER shall cooperate fully with ZONE to execute such other documents and to accomplish such filings and/or recordings thereof as ZONE may deem necessary for the protection of ZONE's interests in the Goods furnished hereunder.

11. **Termination:** ZONE may by written notice to CUSTOMER terminate the whole or any part of this agreement in any one of

the following circumstances: (1) if CUSTOMER fails to remit payment within the time specified herein or any extension thereof authorized by ZONE; or (2) if CUSTOMER fails to perform any of the other provisions of this agreement so as to endanger performance of this agreement in accordance with its terms; or (3) if CUSTOMER becomes insolvent, or engages in any act which reasonably causes the ZONE to deem itself insecure. ZONE shall not by reason of such termination be liable to CUSTOMER for any compensation, reimbursement, or damages including, in particular, but not limited to any direct, indirect, special, incidental or consequential damages or losses whatsoever, on account of expenditures, investments, or commitments.

12. Cancellations: CUSTOMER may not cancel any order of Goods without ZONE's express, written consent. Immediately upon the cancellation of an order, ZONE shall stop all performance hereunder and CUSTOMER must pay to ZONE an amount equal to those reasonable and documented costs incurred by ZONE prior to cancellation plus a cancellation fee equal to 25% of the purchase price; provided, however, that the above amount plus any prior payments shall in no event exceed the purchase price of the Goods. All Goods completed or partially completed prior to cancellation shall become the property of CUSTOMER, or at CUSTOMER's option, the salvage value of the Goods may be deducted from the amount due ZONE by reason of the cancellation. Unused Goods, processed material or specially manufactured Goods not normally carried in ZONE's inventory may not, under any circumstances, be returned for salvage value./

13. Assignment: The rights and obligations of CUSTOMER hereunder may not be assigned without the prior written consent of ZONE. Any purported assignment without ZONE's prior written consent shall be void and of no force and effect.

14. Non-Waiver: Any failure by ZONE to require full payment or strict performance by CUSTOMER of any of the provisions herein or to exercise any right or remedy hereunder, shall not waive or diminish ZONE's right thereafter to demand strict compliance therewith or with any other provision or to exercise any such right or remedy. Waiver of any default shall not waive any other default.

15. Applicable Law: This agreement shall be governed by and construed under the laws of the State of Texas, notwithstanding the principles, if any, that would otherwise govern the choice of applicable law. If legal action is brought to enforce this agreement, Harris County, Texas, shall be the exclusive jurisdiction and legal venue for said action, unless ZONE initiates said legal action is brought to enforce statutory remedies (such as mechanic's lien, stop notices, payment bonds, etc.) in connection with a debt incurred by CUSTOMER; in such case, the jurisdiction and legal venue will be determined by the requirements of the Texas Civil Code or Code of Civil Procedure in order for ZONE to enforce such statutory rights

16. Claims: It shall be the duty of CUSTOMER to thoroughly inspect the Goods purchased from ZONE. All claims of any nature relating to the Goods subject to this agreement, including but not limited to claims of defect in Goods, non-conformity or discrepancy in quantity or delivery date, shall be made in writing to ZONE within fifteen (15) days of receipt of such Goods by CUSTOMER. Failure to make any such written claim within the above-prescribed period shall constitute waiver of any such claims and shall be deemed acceptance of such Goods, quantities or delivery dates.

17. Nondisclosure: In consideration of the disclosure of Proprietary and Confidential information by the parties to each other, both parties agree that the information relating to requirements, processes, specifications, schedules, materials, financial data and pricing exchanged between parties is hereby designated as Proprietary and Confidential whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Sales and may not be disclosed or copied unless authorized in advance by the other party in writing. Upon request, each party shall promptly return all Proprietary and Confidential materials received from the other party. Either party shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to the other party at the time of disclosure; or (c) rightfully obtained by the other on a nonconfidential basis from a third party.

18. Force Majeure: ZONE will not be liable for failure in the performance of any of its obligations caused by accidents, labor disputes, shortages of labor, materials, fuel or power, or fires, floods or other acts of God, acts or omissions of CUSTOMER, priorities required, requested, or granted for the benefit of the national or any local government, restrictions imposed by national or local legislation or regulations, or any cause, whether similar or dissimilar to those enumerated in this section, including without limitation cease of production/operation by a vendor or other company due to economic hardship, which is beyond the control of ZONE.

19. Intellectual Property: ZONE shall retain sole ownership of all right, title, and interest in and to all its intellectual property, including, without limitation, ideas, methods, trademarks, service marks, trade names, symbols, logos, copyrights, patents, trade secrets, and know-how (collectively, the "Intellectual Property"), and no licenses to any Intellectual Property are created hereunder.

20. Relationship of the Parties: The relationship between ZONE and CUSTOMER is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the ZONE and CUSTOMER.

21. Authorized Representative: CUSTOMER hereby represents and warrants that its signatory to these Terms is a duly authorized representative with the authority to bind CUSTOMER to these Terms.

22. Electronic Signatures: An "electronic signature" is any electronic symbol or process attached to or logically associated with a document sent by electronic transmission and executed or adopted by a person with the intent to sign such document. The use of electronic signatures (including, without limitation, through DocuSign and AdobeSign) to execute these Terms shall be of the same legal effect, validity and enforceability as a manually executed signature to the fullest extent permitted by Texas law or other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

23. Acceptance / Enforceability of Copies: CUSTOMER agrees that ZONE may, at ZONE'S sole discretion, accept, utilize and rely upon a facsimile copy or photocopy of this agreement and the foregoing Continuing Personal Guaranty or Corporate Guaranty, in lieu of an original document. CUSTOMER acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to ZONE, CUSTOMER, and the Guarantor (if applicable), agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to ZONE. CUSTOMER, and Guarantor (if applicable), consent to ZONE's use of this document and waive any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original document. This Credit Application and Agreement cannot be altered, amended, revised, or otherwise modified unless an officer of ZONE provides prior written consent thereto.

By signing and returning this Credit Application and Agreement, CUSTOMER certifies and agrees as follows: (i) The information contained herein is true and correct; (ii) CUSTOMER authorizes ZONE, at any time and from time to time so long as CUSTOMER does business with ZONE, to obtain credit reports about CUSTOMER and to obtain credit information from banks or others with whom CUSTOMER has dealt. CUSTOMER authorizes all references named herein to release credit information to ZONE. The authorized individual signing on behalf of CUSTOMER, recognizing that his or her individual credit history may be a factor in evaluation of the credit history of the CUSTOMER, hereby consents to and authorizes the use of a consumer credit report on such individual, from time to time, so long as CUSTOMER does business with ZONE; (iii) CUSTOMER agrees to furnish such additional information as ZONE may request to warrant future extensions of credit or to enable ZONE to perfect liens or to recover upon any bond issued for its protection; (iv) CUSTOMER agrees that all purchases will be made under the Terms and Conditions set out herein; and (v) CUSTOMER agrees that ZONE may, for any reason and at any time, elect to terminate any credit that is extended to the CUSTOMER or modify the conditions under which credit is to be extended. OFFICER, AUTHORIZED AGENT OR OWNER SIGNATURE IS REQUIRED.

CUSTOMER:

Print Name:

Signature:

Title:

Date:



Agenda Date: November 18, 2024
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Consent to Accept a Quote from Smith Pump Company
Date Submitted: 11/13/2024

SUMMARY:

Consider authorizing the City Manager to accept a quote from Smith Pump Company in the amount of \$71,480.00. This is for high-service pump #3, which we will replace. This pump is original to the plant, from 1967. We are trying to replace this pump before water usage increases in the summer. This is our largest pump, and we cannot provide enough water in the summertime without it. This pump must be replaced in the winter.

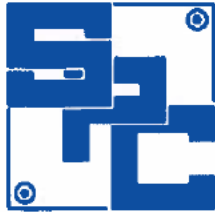
RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to accept a quote from Smith Pump Company.

CITY MANAGER APPROVAL:

Attachments

Pump Quote for Smith Pump Company

**Smith Pump Company, Inc.**

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 40016**Friday, November 1, 2024**

Page: 1

Prepared For:**City of Palestine**

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

Shipping:**City of Palestine**

acctclerk@palestine-tx.org
1620 W. Palestine Avenue
Palestine, TX 75801

Shipping Method
SPCO Truck

Freight Terms
FOB Destination

Payment Terms
Net 30 Days

Salesperson:
TXEAST - Matt Ramburger

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

Sincerely,

Collin Elliott

Line: 1

Part ID: 4105

Rev: 0

Remove Horizontal Split Case Pump**HSP 3**

Smith Pump Co. to remove a horizontal split case pump, motor, and baseplate.

Motor to be transported to Waco shop for design of new baseplate. Pump and pieces of old baseplate to be transported to Waco for scrap.

Includes:

1. Removing and loading equipment for transport to job site
2. Busting out existing grout and cleaning housekeeping pad
3. Mileage and travel expenses

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	7,530.00000			\$7,530.00 *

Line: 2

Part ID: 0903-M

Rev: 0

Pump-Split Case with SPCO labor**City of Palestine - Booster Station - HSP 3****New pump**

Flowserve 8LR-20A Horizontal Split Case Pump
3645 GPM @ 230' TDH @ 1790 RPM
Flowserve standard polyurethane coating
Clockwise rotation (from driver end)
Packed seals with Plan 11 seal flush piping
Refer to Flowserve datasheets

New baseplate



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 40016

Friday, November 1, 2024
Page: 2

Fabricated A36 steel baseplate
Coupling guard included
Structural Steel
Machined pump and motor pads

New coupling
Falk T10 Series (1090T10) grid-style coupling

Exclusions:

- Motor

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	38,370.00000			\$38,370.00 *

Line: 3 Part ID: 4205 Rev: 0

Install Horizontal Split Case Pump

Smith Pump to install horizontal split case pump.

Includes:

1. Installation of pump, motor, baseplate, coupling, and coupling guard.
2. Drilling and installation of new 316 stainless steel anchor bolts glued into concrete with epoxy.
3. Changes to existing piping to accommodate new pump with different suction and discharge flange locations. Includes new eccentric reducers, new spool pieces, new steel pipe support saddles, and custom fabricated reducers, as needed. Piping components to be coated with NSF 61-grade epoxy. Fasteners and gaskets to be replaced as needed.
4. Setting and leveling of baseplate. Grouting in of baseplate with W.R. Meadows CG-86 cement grout.
5. Laser alignment of motor to the pump. Includes stainless steel shims as needed to accommodate alignment.
6. Travel expenses.

Exclusions:

1. Replacement of any suction or discharge valves.
2. Any concrete work to the housekeeping pad or other concrete support pedestals.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	23,430.00000			\$23,430.00 *

Line: 4 Part ID: 4302 Rev: 0

Start-Up Horizontal Split Case Pump

Field Service Technician to Conduct Start-Up of Horizontal Split Case Pump

Includes:

1. Wiring of motor and starting of pump. Packing to be adjusted as needed.
2. Collect run data for up to two hours.
3. Mileage to/from Jobsite

Exclusions:

1. City must provide an electrician for wiring of any motor over 480 volts.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	2,150.00000			\$2,150.00 *

**Smith Pump Company, Inc.**

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 40016**Friday, November 1, 2024**

Page: 3

* Indicates which quantity price is included in the Total

Total:**\$71,480.00**

Prices are Valid Until Sunday, December 1, 2024

ACCEPTED BY: _____

PRINTED NAME: _____

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: _____



Smith Pump Company, Inc.

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Waco, TX 76712 US

Phone: 800-299-8909

Fax: 254-776-0023

www.smithpump.com

Quote No: 40016

Friday, November 1, 2024

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Terms and Conditions

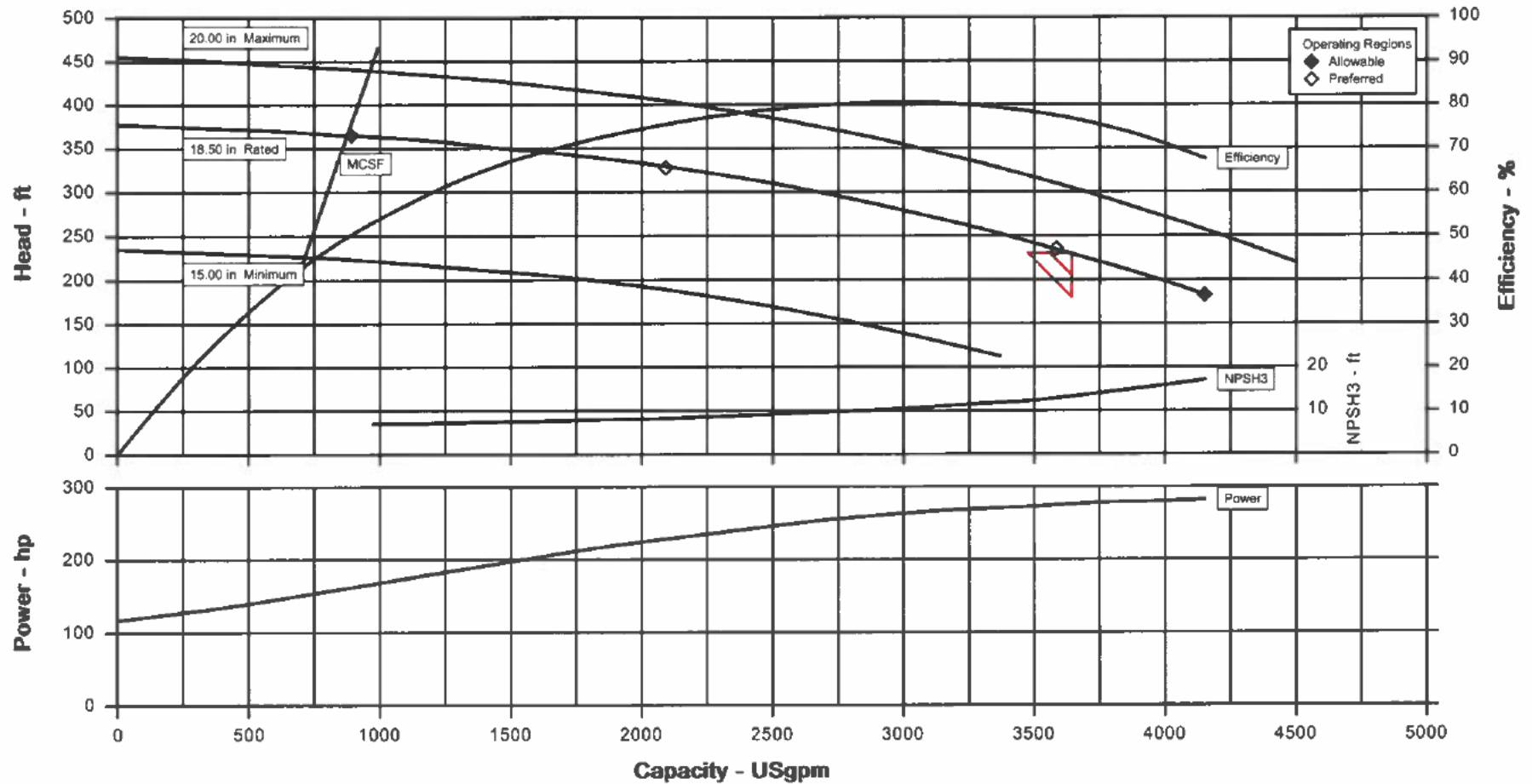
1. **Applicability** - These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.
2. **Price** - Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the Customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode. In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation. SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.
3. **Warranty** - SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal of materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer. Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter. SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of a SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).
4. **Payment** - All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment. If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.
5. **Joint Check Agreement** - If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.
6. **Taxes** - The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.
7. **Property Damage** - SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.
8. **Startup** - If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.
9. **Limitation of Liability** - The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.
10. **Setoff** - All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.
11. **Customer Cancellation** - Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.
12. **Assignment** - Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.
13. **Waiver/Severability** - Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right. Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.
14. **Applicable Law** - The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.

Customer : City of Palestine
 Item number : City of Palestine
 Service : -
 Flowserve reference : 5043560878
 Pump size & type / Stages : 8LR-20A / 1
 Based on curve no. : A-24366R1
 Impeller diameter : 18.50 in



Capacity : 3,645.0 USgpm
 Head : 230.00 ft
 Density / Specific gravity : - / 1.000
 Pump speed : 1,790 rpm
 Ns / Nss (per eye) : 1,281 / 11,840 (US)
 Test tolerance : ANSI/HI 14.6 Grade 2B
 Date : November 1, 2024

CURVES ARE APPROXIMATE. PUMP IS GUARANTEED FOR ONE SET OF CONDITIONS; CAPACITY, HEAD, AND EFFICIENCY.

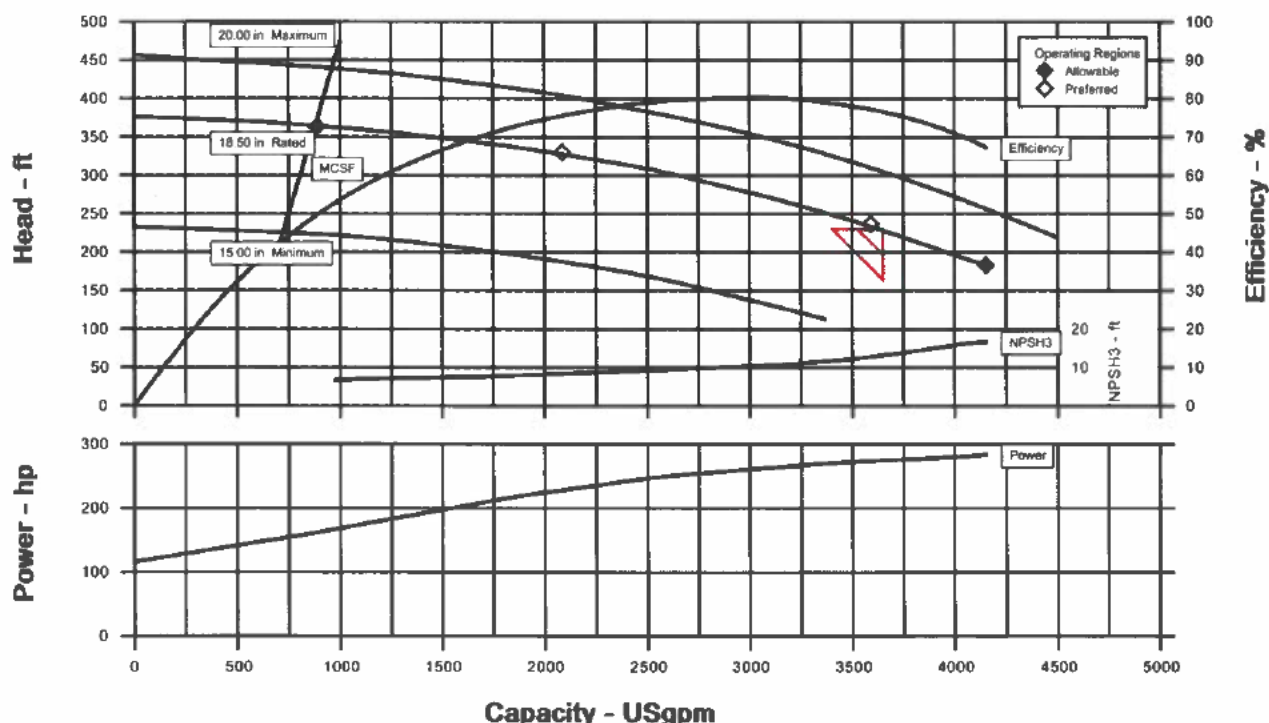


Customer	: City of Palestine	Pump / Stages	: 8LR-20A	/ 1
Customer reference	: Palestine HSP-1,2 &3	Based on curve no.	: A-24366R1	
Item number	: City of Palestine	Flowserve reference	: 5043560878	
Service	: -	Date	: November 1, 2024	

Operating Conditions	Materials / Specification
Capacity (rated/normal)	: 3,645.0 USgpm / -
Water capacity (CQ=1.00)	: -
Total developed head	: 230.00 ft
Water head (CH=1.00)	: -
NPSHa/NPSHa less margin	: 54.8 ft / -
Maximum suction pressure	: 10.0 psig
Liquid	Other Requirements
Liquid type	: Other
Liquid description	: -
Temperature	: 60 °F
Density / Specific gravity	: - / 1.000
Solid Size - Actual / Limit	: - / 1.06 in
Viscosity / Vapor pressure	: 1.00 cSt / 0.00 psia
	Hydraulic selection : No specification
	Construction : No specification
	Test tolerance : ANSI/HI 14.6 Grade 2B
	Driver Sizing : Max Power(MCSF to EOC) using SF
	Performance data based on standard impeller

Performance			
Hydraulic power	: 212 hp	Impeller diameter	
Pump speed	: 1,790 rpm	Rated	: 18.50 in
Pump overall efficiency (CE=1.00)	: 77.0 %	Maximum	: 20.00 in
NPSH required (NPSH3) (CNPSH=1.00)	: 13.2 ft	Minimum	: 15.00 in
Rated brake power	: 275 hp	Ns / Nss (per eye)	: 1,281 / 11,840 (US)
		Minimum continuous flow	: 888.5 USgpm
Maximum brake power	: 283 hp	Maximum head at rated diameter	: 377.91 ft
Driver power rating	: 300 hp / 224 kW	Flow at BEP	: 2,987.6 USgpm
Casing working pressure	: 173.6 psig	Flow as % of BEP	: 122.0 %
(based on shut off @ cut dia/rated SG)		Efficiency at normal flow	: -
Maximum allowable	: 250.0 psig	Impeller diameter ratio (rated/max)	: 92.5 %
Hydrostatic test pressure	: 375.0 psig	Head rise to shut off	: 64.3 %
Estimated rated seal chamber pressure	: -	Total head ratio (rated / max) / (max / rated)	: 75.5 % / 132.4 %

CURVES ARE APPROXIMATE, PUMP IS GUARANTEED FOR ONE SET OF CONDITIONS; CAPACITY, HEAD, AND EFFICIENCY.



Customer	: City of Palestine	Pump / Stages	: 8LR-20A / 1
Customer reference	: Palestine HSP-1,2 &3	Based on curve no.	: A-24366R1
Item number	: City of Palestine	Flowserve reference	: 5043560878
Service	: -	Date	: November 1, 2024

Construction					Driver Information	
Nozzles	Size	Rating	Face	Position	Manufacturer	: -
Suction	12 inch	150#ANSI	FF	Side	Power	: 300 hp / 224 kW
Discharge	8 inch	150#ANSI	FF	Side	Service factor (requested / actual)	: 1.0 / 1.0
Casing mounting	: Foot				Synchronous speed	: 1,800 rpm
Casing split	: Axial				Orientation / Mounting	: Horizontal / -
Impeller type	: Double Entry				Driver type	: -
Bearing type (radial)	: Single row				Frame-size / material	: 447T / -
Bearing number (radial)	: 6211				Enclosure	: ODP
Bearing type (thrust)	: Single Row				Hazardous area class	: -
Bearing number (thrust)	: 6309				Explosion "T" rating	: -
Bearing lubrication	: Regreaseable				Volts / Phase / Hz	: 460 / 3 / 60 Hz
Rotation (view from coupling)	: CW per Hyd. Institute				Amps-full load/locked rotor	: - / -
Materials					Motor starting	: Direct on line (DOL)
Casing	: Ductile iron				Insulation	: -
Impeller	: Bronze				Temperature rise	: -
Case wear ring	: Bronze				Bearings	: -
Impeller wear ring	: Not Fitted				Lubrication	: -
Inducer	: Not Applicable				Motor mounted by	: Others
Shaft	: Carbon steel				Sound Pressure (dBA @ 1.0 m)	
Sleeve	: Bronze				Driver, expected	: -
Baseplate, Coupling and Guard					Pump & driver, estimated	: -
Baseplate type	: Not Supplied By Flowserve				Seal Information	
Baseplate material	: Not Supplied By Flowserve				Arrangement	: Packing
Coupling manufacturer	: Falk				Size	: 3.0 inch
Coupling size	: 1090T10				Manufacturer / Type	: Crane / Fiber
Coupling / Shaft guard	: OSHA				Material code (Man//API)	: 1340 / -
Weights (Approx.)					Internal neck bushing	: None
Bareshaft pump (net)	: 1,059.0 lb				Gland	
Baseplate (net)	: Not Supplied By Flowserve				Gland material	: Cast iron
Driver (net)	: -				Flush	: -
Shipping gross weight/volume	: *** / ***				Vent	: None
Testing					Drain	: None
Hydrostatic test	: Non witnessed				Auxiliary seal device	: None
Performance test	: None				Piping	
NPSH test	: None				Seal flush plan	: Plan 11
Paint and Package					Seal flush construction	: Tube
Pump paint	: FLS St'd PU Topcoat				Seal flush material	: Carbon steel
Base grout surface prep	: -				Aux seal flush plan	: -
Shipment type	: Domestic				Aux seal flush construction	: -
					Aux seal flush material	: -

Notes
Sound Pressure levels
-subject to 3dBA tolerance
-Refer for contractual values
-Refer if value not shown
-
XSD Drawing No. 0000ALRXXXXXXFTNIRSNIGLSE

NOTES:

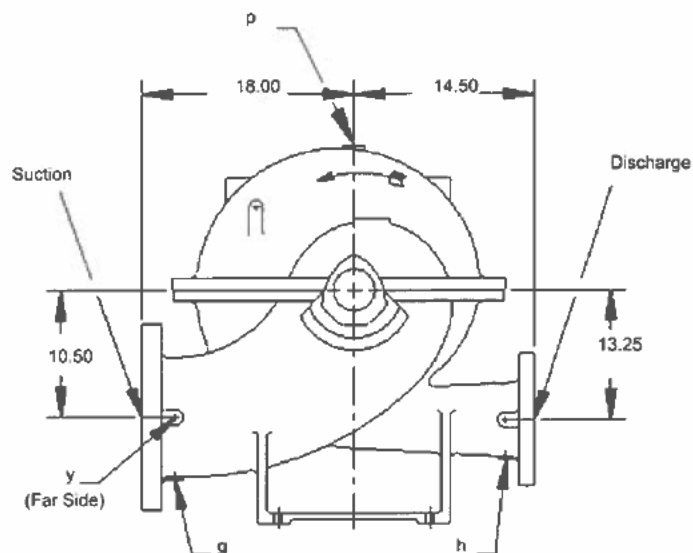
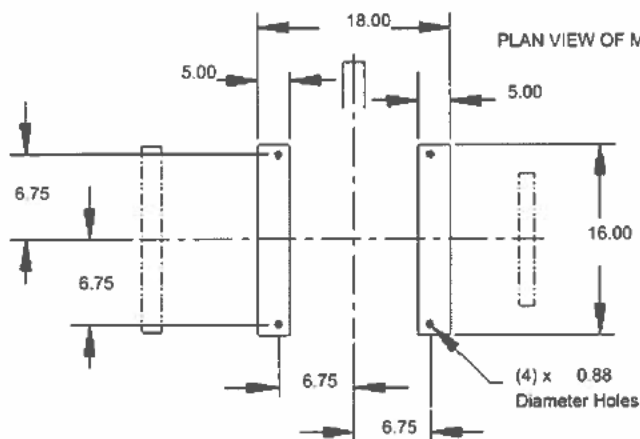
1. Consult the instruction book before installing the pump.
2. Allow 0.25" (6mm) for variation of nozzle faces, centerline height, foundation holes, and other nominal dimensions.
3. All holes in flanges straddle the centerlines.

4. Piping, foundations, and system design are the responsibility of others. Flowserve Pump Division data and comments are offered as an aid, but Flowserve Pump Division assumes no responsibility for the system design or operation. It is recommended that a specialist skilled in this area be consulted to ensure a successful installation.

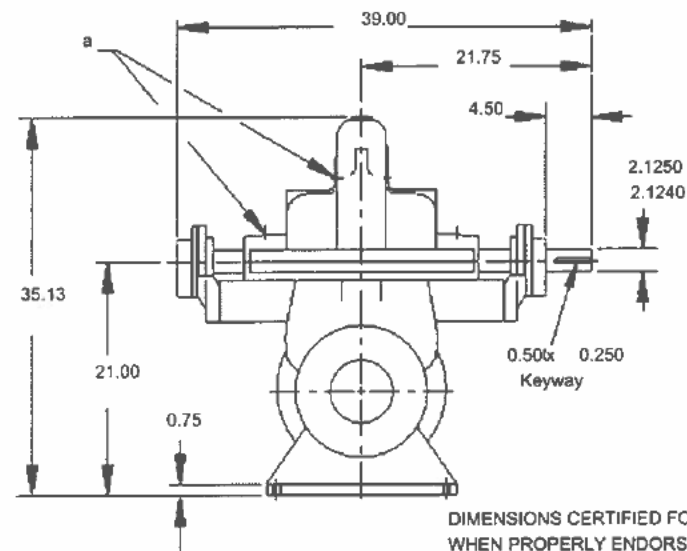
AUXILIARY CONNECTIONS

- a- 1/4" NPT St. Box Sealing (Both Sides)
g- 3/4" NPT Suction Drain
h- 3/4" NPT Discharge Drain
p- Casing Vent
y- 1/4" NPT Gauge Tap (Both Flanges)

Suction Flange- 12.00" -150# ANSI F.F.
Discharge Flange- 8.00" -150# ANSI F.F.



CW (H.I.) Rotation



DIMENSIONS CERTIFIED FOR CONSTRUCTION WHEN PROPERLY ENDORSED BELOW. REFER TO FACTORY FOR ANY (*) DIMENSION.

Customer	: City of Palestine	Pump size & type	: 8LR-20A	Drawing number	: -
Item number	: City of Palestine	Pump speed / Stages	: 1,790 rpm / 1	Date	: November 1, 2024
Service	: -	Flow / Head	: 3,645.0 USgpm / 230.00 ft	Certified by / Date	: -
Customer PO #	: -	Driver power / Frame	: 300 hp / 224 kW / 447T	Seal type	: Fiber
Flowserve reference	: 5043560878	Volts / Phase / Hz	: 460 / 3 / 60 Hz	Seal flush plan	: Plan 11



Agenda Date: November 18, 2024
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Consent to Purchase Large Meters from Core & Main
Date Submitted: 11/13/2024

SUMMARY:

Consider authorizing the City Manager to purchase large meters from Core & Main in the amount of \$141,366.41. This is for our larger meters, up to 6 inches. This will complete the replacement of all the larger meters in our system.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to purchase large meters from Core & Main.

CITY MANAGER APPROVAL:

Attachments

Core & Main



Bid Proposal for City of Palestine: Meter Price Quote

CITY OF PALESTINE**Job Location:** Palestine, TX**Bid Date:** 11/15/2024**Core & Main Bid #:** 3836710**Core & Main**

1907 Kurth Dr

Lufkin, TX 75904

Phone: 9366392341**Fax:** 9366327834

Seq#	Qty	Description	Units	Price	Ext Price
10	10	T10 1-1/2 PROCODER R900I V4 USG REG W/6' ANT RPW2G41SG89	EA	277.34	2,773.40
20	10	T10 2 PROCODER R900I USG BRZ W/6' ANT ED2J11RPWG11SG89	EA	1,092.00	10,920.00
30	10	3" TF COMPOUND MTR PROCODER EC3BRPWG11SG89	EA	4,613.58	46,135.80
50	8	4" TF COMPOUND MTR PROCODER EC3CRPWG11SG89	EA	5,045.72	40,365.76
70	5	6" TF COMPOUND MTR PROCODER EC3DRPWG11SG89	EA	8,234.29	41,171.45
				Sub Total	141,366.41
				Tax	0.00
				Total	141,366.41

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Agenda Date: November 18, 2024

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consent to Accept Change Orders for Johnson Lab and Supply Inc. and Garcia's Construction

Date Submitted: 11/13/2024

SUMMARY:

Consider authorizing the City Manager to accept change orders for Johnson Lab and Supply Inc. and Garcia's Construction. This is for the waterline replacement on W. Huffsmith Street and S. Sycamore Street.

- Change order for PO # 24-4955 in the amount of \$122,000.00 to Garcia's Construction
- Change order for PO # 24-4956 in the amount of \$99,710.84 to Johnson Lab and Supply

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to accept a change order from Johnson Lab and Supply Inc. in the amount of \$99,710.84 and Garcia's Construction in the amount of \$122,000.00 for the waterline replacement on W. Huffsmith Street and S. Sycamore Street.

CITY MANAGER APPROVAL:

Attachments

Johnson

Garcias

Map

Item#	Qty	UOM	Parts	PRICE	EXTENDED PRICE
1	1,000	FEET	16" C900 Water pipe	\$49.75	\$49,746.19
4	500	FEET	6" C900 Water pipe	\$10.60	\$5,299.49
6	1	EACH	16" x 8" MJ Reducer	\$388.22	\$388.22
11	2	EACH	16" MJ x MJ valve	\$8,296.62	\$16,593.23
14	2	EACH	8" MJ x MJ valve	\$1,254.86	\$2,509.71
15	2	EACH	6" MJ x MJ valve	\$788.57	\$1,577.14
16	4	EACH	2" FIP x FIP square head valve	\$377.14	\$1,508.57
17	1	EACH	16" MJ Swivel Tee	\$1,033.12	\$1,033.12
19	1	EACH	16" x 6" MJ Swivel Tee	\$577.78	\$577.78
25	1	EACH	8" x 6" MJ Swivel Tee	\$225.96	\$225.96
27	1	EACH	16" Anchor coupling	\$489.82	\$489.82
29	3	EACH	8" Anchor coupling	\$227.98	\$683.93
41	9	EACH	16" Mega Lug Kit	\$287.04	\$2,583.40
43	8	EACH	8" Mega Lug Kit	\$76.24	\$609.93
44	6	EACH	6" Mega Lug Kit	\$56.52	\$339.10
46	1	EACH	6" x 6" Tapping Sleeve for wet taps	\$551.79	\$551.79
47	11	EACH	Water shorty boxes	\$21.43	\$235.73
48	60	FEET	22" 1/4" wall, weldable casing	\$71.43	\$4,285.80
49	15	EACH	22" x 16" casing spacers	\$42.68	\$640.20
54	100	FEET	2" service tubing	\$1.73	\$173.00
55	1,000	FEET	1" service tubing	\$0.50	\$500.00
57	2	EACH	16" x 2" IP Epoxy coated saddle with Stainless bands	\$154.03	\$308.07
58	9	EACH	16" x 1" CC Epoxy coated saddle with Stainless bands	\$139.25	\$1,253.22
59	1	EACH	12" x 2" CC Epoxy coated saddle with Stainless bands	\$140.87	\$140.87
59	2	EACH	12" x 1" CC Epoxy coated saddle with Stainless bands	\$109.71	\$219.42
62	6	EACH	6" x 1" CC Epoxy coated saddle with Stainless bands	\$76.19	\$457.15
63	4	EACH	2" IP x IP Corp	\$290.98	\$1,163.91
64	11	EACH	1" CC Corp CTS	\$64.49	\$709.44
66	17	EACH	1" CTS x 3/4" meter nut angled curb stop	\$112.34	\$1,909.73
68	4	EACH	2" CTS x 2" meter flange angled curb stop	\$434.87	\$1,739.46
69	4	EACH	2" MIP x CTS adapters	\$92.40	\$369.62
70	16	EACH	D1200 meter box with solid blue lid	\$20.59	\$329.44
71	4	EACH	D1500 meter box with solid blue lid	\$42.81	\$171.24
73	1,500	FEET	#14 blue tracer wire	\$0.18	\$270.00
74	5	EACH	Gallon of pipe lube	\$23.43	\$117.15
					\$99,710.84

ESTIMATE

Garcia's Contractors Services,
LLC
343 County Road 1501
Rusk, TX 75785

+1 (903) 283-4529



Bill to

City of Palestine (Huffsmith St & Sycamore
St Change Order for 1000ft to 16" Pipe &
500ft of 6" Pipe.)

504 N Queen St
Palestine, Tx 75801
United States

Ship to

City of Palestine
504 N Queen St
Palestine, Tx 75801
United States

Estimate details

Estimate no.: 1029
Estimate date: 10/28/2024


#	Product or service	Description	Qty	Rate	Amount
1.		Huffsmith St & Sycamore St Change Order for 1000ft to 16" Pipe & 500ft of 6" Pipe.			
2.	Labor Only	(4) 2" service Installation.	4	\$2,250.00	\$9,000.00
3.	Labor Only	(17) 1" service 3/4 Installation.	17	\$1,250.00	\$21,250.00
4.	Labor Only	Fire Hydrant Installation.	1	\$2,500.00	\$2,500.00
5.	Labor Only	Install 6"x6" wet tap.		\$1,750.00	\$1,750.00
6.	Labor Only	Install 1000' of 16" pipe c900.		\$38,500.00	\$38,500.00
7.	Labor Only	Install 500' of 6" pipe c900.		\$15,000.00	\$15,000.00
8.	Labor Only	Install (10) 6x 16".6".		\$8,000.00	\$8,000.00
9.	Labor Only	Tie ins.		\$2,850.00	\$2,850.00
10.	Labor Only	1- 22" bore.		\$14,000.00	\$14,000.00
11.	Material & Labor	Abandoned pipe under state highway with flowable fill concrete.		\$4,250.00	\$4,250.00
12.	Labor Only	Asphalt Repair		\$3,450.00	\$3,450.00


13. Labor Only	Saw Cutting	\$1,450.00	\$1,450.00
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Total		\$122,000.00
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Accepted date

Accepted by

**Palestine Utility App** for public viewing

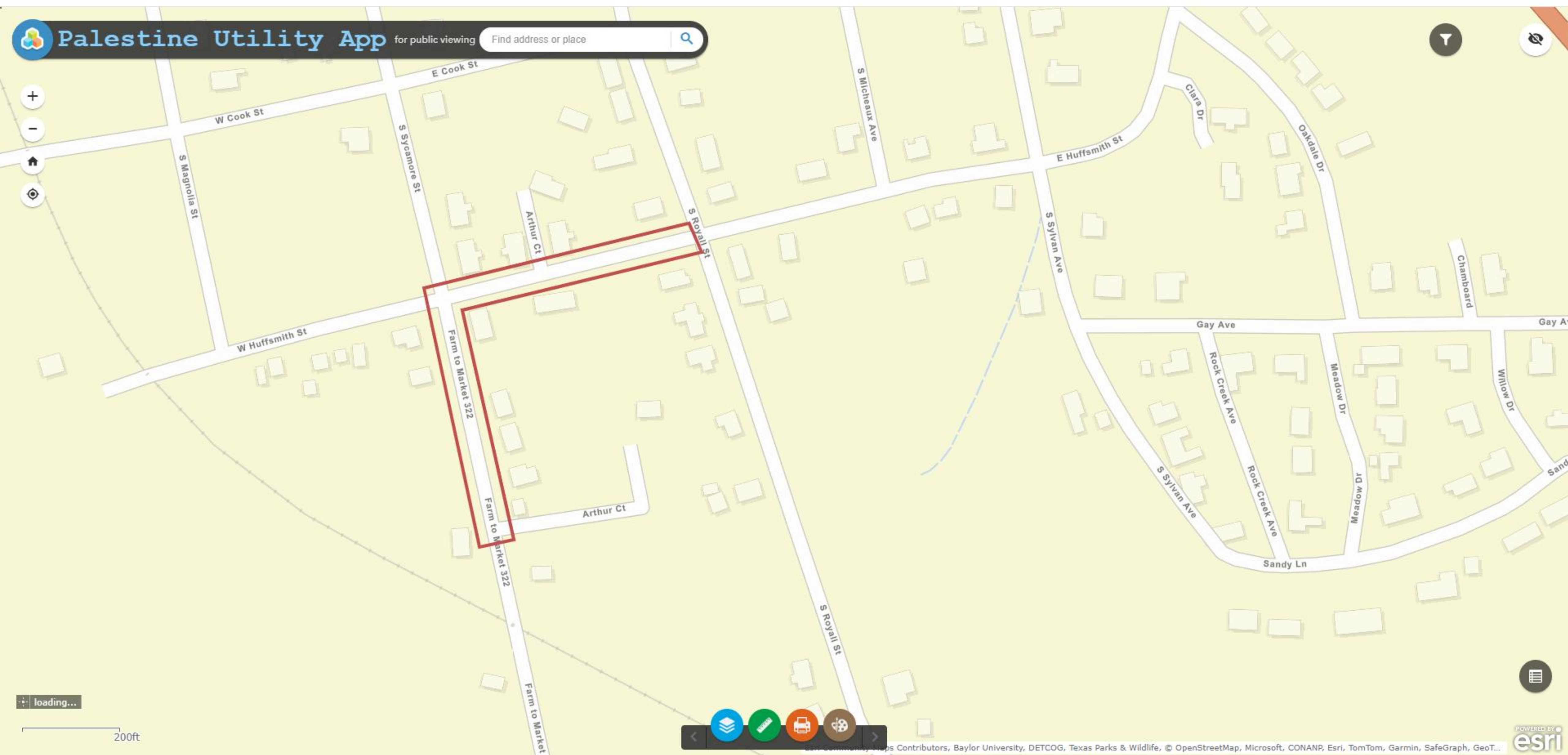


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Home





Location



Map showing Farm to Market 322 and surrounding streets including W Cook St, W Huffsmith St, S Sycamore St, S Magnolia St, S Royall St, S Michaux Ave, E Huffsmith St, S Sylvan Ave, Gay Ave, Rock Creek Ave, Meadow Dr, Sandy Ln, Oakdale Dr, Clara Dr, Chamboard, Willow Dr, and Arthur Ct.

loading...

200ft





Agenda Date: November 18, 2024
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Consent to Seek Sealed Bids for 2024-2025 Fiscal Year Street Projects
Date Submitted: 11/13/2024

SUMMARY:

Consider authorizing the City Manager to seek sealed bids for the 2024-2025 Fiscal Year Street Projects.

Based on the street evaluation conducted in 2024, we have attached a list of the streets most in need of replacement. We will begin work in District 1 and will complete each district in groups to reduce the overall cost of replacement.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to seek sealed bids for the 2024-2025 Fiscal Year Street Projects.

CITY MANAGER APPROVAL:

Attachments

Streets List by District

2024-2026 Street replacement list

District 1

Street	From	To	Length	Width	Square ft	District	Cost	Notes
ALABAMA STREET W	TEXAS STREET	DEAD END				1		
ALTA VISTA	N. JACKSON	DEAD END				1		
ARMORY RD	UPPER LAKE	W. SPRING				1		
CAROLINA	MISSOURI ST.	N. SYCAMORE				1		Water line, then road
CEDAR	CORONACA	E. PALESTINE				1		
CONRAD	W. CORONACA ST.	TIPP ST.				1		Water line, then road
COTTAGE	W. PALESTINE	CAROLINA				1		
DEL MAR	BROOKLYN	PALESTINE AVENUE				1		
ESPLANADE	BROOKLYN	W. CAROLINA ST.				1		
FORT	CAROLINA ST.	W. PALESTINE AVE.				1		
GEORGIA	TEXAS	DEAD END				1		
HARRISON	N. JACKSON	DEAD END				1		
JAMESON	ALTA VISTA	DEAD END				1		
N. JACKSON	CITY LIMIT	ODOM ST.				1		
QUEEN	W. MAFFITT ST.	W. CAROLINA ST.				1		Water line, then road
SHERRY LANE	OLD BRUSHY CREEK	RICKY DR.				1		
CORONACA	DELMAR ST.	HOWARD ST.				1,3		

2024-2026 Street replacement list

District 2

Street	From	To	Length	Width	Square ft	District	Cost	Notes
BIRCH	FIG	MOODY ST.				2		Sewer line, then road
COLORADO	MAGNOLIA	DEAD END				2		
COOK	S. SYCAMORE	HICKORY				2		
CUMMINS	BURKITT	DEAD END				2		
DALLAS	S. SYCAMORE	S. ROYALL				2		
ELM	E. LACY	AVENUE A				2		
ERWIN	N. SYCAMORE	DEAD END				2		
GRANBERRY	SPRING	DEAD END				2		
HEAD	DEAD END	LINE ST.				2		
HOUSTON	CRAWFORD	AVENUE A				2		
HUFFSMITH	S. SYCAMORE	DEAD END				2		Water line, then road
MCCLELLAN	W. SOUTH STREET	GIRAUD				2		
MILLER STREET	W. REAGAN	DEAD END				2		
MURCHISON	N. GARLAND ST.	LOOP 256				2		
QUEEN	W. HOXIE ST.	DEAD END PAST REAGAN				2		
SAN JACINTO	RAILROAD TRACK	S. DORRANCE ST.				2		Water line, then road
SELDON	LACY	MARKET				2		

2024-2026 Street replacement list

District 3

Street	From	To	Length	Width	Square ft	District	Cost	Notes
ARMORY RD	LOOP 256	LOOP 256				3		
AVENUE B	SECOND STREET	FIFTH STREET				3		
AVENUE C	SECOND STREET	LOOP 256				3		
AVENUE D	2ND STREET	LOOP 256				3		
BOOKER STREET E	W. PALESTINE AVE.	DEAD END PAST CHURCH				3		
CARVER	SALTWORKS	W. OAK				3		
CONWAY	COVERT	PALESTINE				3		Water line, then road
COVERT STREET	SPENCER	W. PALESTINE AVE.				3		
DAILY STREET	HAMLETT	DEAD END				3		
DEBARD	RUSSELL ST.	HOWARD ST.				3		
DEE ANNE	COURT DRIVE	SALT WORKS				3		
DURHAM	COVERT ST.	ILLINOIS ST.				3		
EILENSTEIN STREET	DOUGLAS ST.	W. PALESTINE AVE.				3		
FERGUSON	WESTWOOD RD.	W. OAK ST.				3		
GREEN	COTTAGE AVE.	N. CONWAY ST.				3		Water line in progress
GRIGGS STREET	W. LACY	ROBERTS				3		
HOWARD	GILBERT ST.	W. KOLSTAD				3		
IKE	BOOKER	DEAD END				3		
ILLINOIS	DURHAM ST.	N. JACKSON				3		
LACY STREET	W. PALESTINE AVE.	DEAD END				3		
MCNEIL	YEAGER ST.	VARIAH				3		
N. JACKSON	W. OAK ST.	W. SPRING				3		
PENNY STREET	MANNING	HAMLETT				3		
PILLAR	MCNIEL	DEAD END				3		
RAMPART	ESPLANADE ST.	W. LACY ST.				3		
ROBERTS STREET WEST	GRIGGS	DEAD END				3		
SALT WORKS	JOE LOUIS ST.	FUTURE ST.				3		
SHADY OAK DRIVE	SALT WORKS	DEAD END				3		
SIXTH STREET	AVENUE C	W. OAK ST.				3		
THOMAS	SALTWORKS	COURT DR.				3		
UPPER LAKE	SPRING	MLK				3		
VARIAH	MCNEIL ST.	LOOP 256				3,2		

2024-2026 Street replacement list

District 4

Street	From	To	Length	Width	Square ft	District	Cost	Notes
BASSETT ROAD	COURT	W. OAK				4		
BUTTERMILK DRIVE	COURT DRIVE	DEAD END				4		
EDGEWOOD CIRCLE	JUNIPER	DEAD END				4		
EDNA	W. POINT TAP	PANTHER BLVD				4		
FLORENCE	W. OAK	SANDERSON FARMS PKWY				4		
HENRY CRAWFORD ROAD	W. OAK	DEAD END				4		
OXFORD ROAD	THOMAS	SELKIRK				4		
PARKCREST DRIVE	HOLMES ST.	WEST POINT TAP				4		
REAGAN	TILE FACTORY	DEAD END				4		
TILE FACTORY	W. POINT TAP	W. OAK				4		

2024-2026 Street replacement list

District 5

Street	From	To	Length	Width	Square ft	District	Cost	Notes
ANGELINA	S. SYLVAN	HOOD				5		
ARROWHEAD RD	LAKEVIEW DRIVE	WIGWAM STREET				5		
BOWIE STREET	NECHES	BRAZOS				5		
BRAKENRIDGE STREET	LAKEVIEW AVE.	WIGWAM STREET				5		
BRAZOS	FOREST DR.	HAMILTON RD.				5		
BREABURN DRIVE	ANDERSON	DEAD END				5		
DOWLING STREET	BRAKENRIDGE	HAYS ST.				5		
EASY	CAPLIN	CREST				5		
FORREST	NECHES	WOODLAND				5		
GREEVER	DREXEL	TRIMBLE				5		
HAYS STREET	S. DOWLING ST.	WIGWAM ST.				5		
HODGES	MALLARD	CHURCH				5		
JOLLY	S. MAGNOLIA	S. SYLVAN ST.				5		
LINE	E. PALESTINE	DEAD END				5		
LINK	E. PALESTINE AVE.	E. KOLSTAD ST.				5		
LUDOLPH	DREXEL	FITZHUGH ST.				5		
LUDOLPH	GILLIS ST.	PEACH TREE DR.				5		
MARION	GREEVER ST.	DEAD END				5		
MICHAUX	E. BRAZOS ST.	E. HUFFSMITH ST.				5		
ROSS	LAMAR ST.	E. ANGELINA ST.				5		
ROSS	RAMBLING ROAD	WOODLAND DR.				5		
SYLVAN	E. NECHES ST.	E. VAUGHN ST.				5		
TURNER	HWY. 155	CITY LIMIT				5		
WANDA	CAPLIN	MOODY				5		
WOODLAND	GLENWOOD	LAKE SHORE DR.				5		
FOWLER	E. LACY	E. PALESTINE AVE.				1,5		
WOODLAND	RAMBLING ROAD	LAKE SHORE DR.				5,6		Water line, then road

2024-2026 Street replacement list

District 6

Street	From	To	Length	Width	Square ft	District	Cost	Notes
CRESTLINE	INWOOD	LOOP 256				6		
MEADOW DRIVE	GAY	SANDY LANE				6		
MEMORY LANE	CROCKETT ROAD	OLD ELKHART				6		
REDLAND LANE	HILLTOP DR.	DEAD END				6		
RICHLAND DRIVE	BENT TREE	DEAD END				6		
ROCK CREEK AVENUE	GAY	SANDY LANE				6		
ROSEWOOD DRIVE	OAKHURST	CYPRESS				6		
SOUTHVIEW	CROCKETT ROAD	OLD ELKHART				6		
SUNSET ROAD	SANDY LANE	CROCKETT ROAD				6		Water line, then road
WRIGHT DRIVE	CROCKETT ROAD	REDBUD				6		
WYNNWOOD	OAKHURST	CYPRESS				6		
SANDY LANE	SUNSET RD.	CROCKETT ROAD				2,6		Water line, then road



Agenda Date: November 18, 2024

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consent to Seek Sealed Bids for Water and Sewer Line Replacements for 2024-2025 Fiscal Year

Date Submitted: 11/13/2024

SUMMARY:

Consider authorizing the City Manager to seek sealed bids for water and sewer line replacements for the 2024-2025 Fiscal Year.

These water and sewer projects must be completed before resurfacing the roads. After reviewing the street list, we have identified the most problematic water and sewer lines. The water and sewer lines designated for replacement are highlighted in blue on the attached 2024-2025 Streets Replacement List.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to seek sealed bids for water and sewer line replacements for the 2024-2025 Fiscal Year.

CITY MANAGER APPROVAL:

Attachments

Water and Sewer Line Project

2024-2026 Street replacement list

District 1

Street	From	To	Length	Width	Square ft	District	Cost	Notes
ALABAMA STREET W	TEXAS STREET	DEAD END				1		
ALTA VISTA	N. JACKSON	DEAD END				1		
ARMORY RD	UPPER LAKE	W. SPRING				1		
CAROLINA	MISSOURI ST.	N. SYCAMORE				1		Water line, then road
CEDAR	CORONACA	E. PALESTINE				1		
CONRAD	W. CORONACA ST.	TIPP ST.				1		Water line, then road
COTTAGE	W. PALESTINE	CAROLINA				1		
DEL MAR	BROOKLYN	PALESTINE AVENUE				1		
ESPLANADE	BROOKLYN	W. CAROLINA ST.				1		
FORT	CAROLINA ST.	W. PALESTINE AVE.				1		
GEORGIA	TEXAS	DEAD END				1		
HARRISON	N. JACKSON	DEAD END				1		
JAMESON	ALTA VISTA	DEAD END				1		
N. JACKSON	CITY LIMIT	ODOM ST.				1		
QUEEN	W. MAFFITT ST.	W. CAROLINA ST.				1		Water line, then road
SHERRY LANE	OLD BRUSHY CREEK	RICKY DR.				1		
CORONACA	DELMAR ST.	HOWARD ST.				1,3		

2024-2026 Street replacement list

District 2

Street	From	To	Length	Width	Square ft	District	Cost	Notes
BIRCH	FIG	MOODY ST.				2		Sewer line, then road
COLORADO	MAGNOLIA	DEAD END				2		
COOK	S. SYCAMORE	HICKORY				2		
CUMMINS	BURKITT	DEAD END				2		
DALLAS	S. SYCAMORE	S. ROYALL				2		
ELM	E. LACY	AVENUE A				2		
ERWIN	N. SYCAMORE	DEAD END				2		
GRANBERRY	SPRING	DEAD END				2		
HEAD	DEAD END	LINE ST.				2		
HOUSTON	CRAWFORD	AVENUE A				2		
HUFFSMITH	S. SYCAMORE	DEAD END				2		Water line, then road
MCCLELLAN	W. SOUTH STREET	GIRAUD				2		
MILLER STREET	W. REAGAN	DEAD END				2		
MURCHISON	N. GARLAND ST.	LOOP 256				2		
QUEEN	W. HOXIE ST.	DEAD END PAST REAGAN				2		
SAN JACINTO	RAILROAD TRACK	S. DORRANCE ST.				2		Water line, then road
SELDON	LACY	MARKET				2		

2024-2026 Street replacement list

District 3

Street	From	To	Length	Width	Square ft	District	Cost	Notes
ARMORY RD	LOOP 256	LOOP 256				3		
AVENUE B	SECOND STREET	FIFTH STREET				3		
AVENUE C	SECOND STREET	LOOP 256				3		
AVENUE D	2ND STREET	LOOP 256				3		
BOOKER STREET E	W. PALESTINE AVE.	DEAD END PAST CHURCH				3		
CARVER	SALTWORKS	W. OAK				3		
CONWAY	COVERT	PALESTINE				3		Water line, then road
COVERT STREET	SPENCER	W. PALESTINE AVE.				3		
DAILY STREET	HAMLETT	DEAD END				3		
DEBARD	RUSSELL ST.	HOWARD ST.				3		
DEE ANNE	COURT DRIVE	SALT WORKS				3		
DURHAM	COVERT ST.	ILLINOIS ST.				3		
EILENSTEIN STREET	DOUGLAS ST.	W. PALESTINE AVE.				3		
FERGUSON	WESTWOOD RD.	W. OAK ST.				3		
GREEN	COTTAGE AVE.	N. CONWAY ST.				3		Water line in progress
GRIGGS STREET	W. LACY	ROBERTS				3		
HOWARD	GILBERT ST.	W. KOLSTAD				3		
IKE	BOOKER	DEAD END				3		
ILLINOIS	DURHAM ST.	N. JACKSON				3		
LACY STREET	W. PALESTINE AVE.	DEAD END				3		
MCNEIL	YEAGER ST.	VARIAH				3		
N. JACKSON	W. OAK ST.	W. SPRING				3		
PENNY STREET	MANNING	HAMLETT				3		
PILLAR	MCNIEL	DEAD END				3		
RAMPART	ESPLANADE ST.	W. LACY ST.				3		
ROBERTS STREET WEST	GRIGGS	DEAD END				3		
SALT WORKS	JOE LOUIS ST.	FUTURE ST.				3		
SHADY OAK DRIVE	SALT WORKS	DEAD END				3		
SIXTH STREET	AVENUE C	W. OAK ST.				3		
THOMAS	SALTWORKS	COURT DR.				3		
UPPER LAKE	SPRING	MLK				3		
VARIAH	MCNEIL ST.	LOOP 256				3,2		

2024-2026 Street replacement list

District 4

Street	From	To	Length	Width	Square ft	District	Cost	Notes
BASSETT ROAD	COURT	W. OAK				4		
BUTTERMILK DRIVE	COURT DRIVE	DEAD END				4		
EDGEWOOD CIRCLE	JUNIPER	DEAD END				4		
EDNA	W. POINT TAP	PANTHER BLVD				4		
FLORENCE	W. OAK	SANDERSON FARMS PKWY				4		
HENRY CRAWFORD ROAD	W. OAK	DEAD END				4		
OXFORD ROAD	THOMAS	SELKIRK				4		
PARKCREST DRIVE	HOLMES ST.	WEST POINT TAP				4		
REAGAN	TILE FACTORY	DEAD END				4		
TILE FACTORY	W. POINT TAP	W. OAK				4		

2024-2026 Street replacement list

District 5

Street	From	To	Length	Width	Square ft	District	Cost	Notes
ANGELINA	S. SYLVAN	HOOD				5		
ARROWHEAD RD	LAKEVIEW DRIVE	WIGWAM STREET				5		
BOWIE STREET	NECHES	BRAZOS				5		
BRAKENRIDGE STREET	LAKEVIEW AVE.	WIGWAM STREET				5		
BRAZOS	FOREST DR.	HAMILTON RD.				5		
BREABURN DRIVE	ANDERSON	DEAD END				5		
DOWLING STREET	BRAKENRIDGE	HAYS ST.				5		
EASY	CAPLIN	CREST				5		
FORREST	NECHES	WOODLAND				5		
GREEVER	DREXEL	TRIMBLE				5		
HAYS STREET	S. DOWLING ST.	WIGWAM ST.				5		
HODGES	MALLARD	CHURCH				5		
JOLLY	S. MAGNOLIA	S. SYLVAN ST.				5		
LINE	E. PALESTINE	DEAD END				5		
LINK	E. PALESTINE AVE.	E. KOLSTAD ST.				5		
LUDOLPH	DREXEL	FITZHUGH ST.				5		
LUDOLPH	GILLIS ST.	PEACH TREE DR.				5		
MARION	GREEVER ST.	DEAD END				5		
MICHAUX	E. BRAZOS ST.	E. HUFFSMITH ST.				5		
ROSS	LAMAR ST.	E. ANGELINA ST.				5		
ROSS	RAMBLING ROAD	WOODLAND DR.				5		
SYLVAN	E. NECHES ST.	E. VAUGHN ST.				5		
TURNER	HWY. 155	CITY LIMIT				5		
WANDA	CAPLIN	MOODY				5		
WOODLAND	GLENWOOD	LAKE SHORE DR.				5		
FOWLER	E. LACY	E. PALESTINE AVE.				1,5		
WOODLAND	RAMBLING ROAD	LAKE SHORE DR.				5,6		Water line, then road

2024-2026 Street replacement list

District 6

Street	From	To	Length	Width	Square ft	District	Cost	Notes
CRESTLINE	INWOOD	LOOP 256				6		
MEADOW DRIVE	GAY	SANDY LANE				6		
MEMORY LANE	CROCKETT ROAD	OLD ELKHART				6		
REDLAND LANE	HILLTOP DR.	DEAD END				6		
RICHLAND DRIVE	BENT TREE	DEAD END				6		
ROCK CREEK AVENUE	GAY	SANDY LANE				6		
ROSEWOOD DRIVE	OAKHURST	CYPRESS				6		
SOUTHVIEW	CROCKETT ROAD	OLD ELKHART				6		
SUNSET ROAD	SANDY LANE	CROCKETT ROAD				6		Water line, then road
WRIGHT DRIVE	CROCKETT ROAD	REDBUD				6		
WYNNWOOD	OAKHURST	CYPRESS				6		
SANDY LANE	SUNSET RD.	CROCKETT ROAD				2,6		Water line, then road



Agenda Date: November 18, 2024

To: City Council

From: Cassie Ham, Tourism Marketing Manager

Agenda Item: Consent to Seek Sealed Bids for Mural Arts Program RFP located at 310 W. Oak Street

Date Submitted: 11/12/2024

SUMMARY:

Consider authorizing the City Manager to seek sealed bids for the Mural Arts Program RFP located at 310 W. Oak Street. The project has been reviewed and approved by the Tourism Advisory Board on November 4, 2024. The remaining budgeted amount in the Art/Culture Projects account is \$60,000.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to seek sealed bids for the Mural Arts Program RFP located at 310 W. Oak Street.

CITY MANAGER APPROVAL:

Attachments

RFP 2024-018



City of Palestine – Tourism Marketing

825 W. Spring St.
Palestine, TX 75801

903-723-3014 / www.visitpalestine.com

Notice is published in Palestine Herald-Press in the Saturday, November 23, 2024, and Saturday, November 30, 2024, editions.

Request for Proposals – RFP 2024-018

Project: 310 W. Oak St. Palestine, TX, wall facing the Redlands Hotel Parking lot

Artist/Artist Team Stipend: \$18,000

Project Summary and Requirements

The purpose of the project is to create an interactive mural to beautify our downtown/Main Street District. The mural must include the following features:

- Dogwood flowers or trees
- A swing or other interactive theme to encourage people to exit their vehicles and take a photograph with the mural.
- A colorful and/or geometric motif.
- Must include the hashtag #PalestineTX
- The Visit Palestine logo
- The artist may include the artist's signature and social media handles

The majority of the subject matter should begin at a minimum height than 3 feet or greater. This mural will be located on a wall with parking spaces directly in front of it, and that should be considered in the design process. All negative space must be finished and included in the mural.



The Canvas measures approximately 850 square feet.

The process by which the artist must complete the project includes:

- Preparing the base of the canvas with primer or appropriate mural material (city will coordinate cleaning the canvas prior to project start.
- Complete design and painting of the mural
- Film the process and provide video of project from start to finish.

Mural RFP 2024-018

- Sealing the mural

The artist stipend for this wall is \$18,000.00. Artists should consider this in their design, materials, and time to be spent on the project. The artist will be responsible for obtaining **ALL** the materials necessary to complete the project. All murals must comply with the City of Palestine Code of Ordinances.

Project Background

The projects should meet the following objectives:

- Enhance the public space.
- Provide a photo-worthy selfie station for locals and visitors to take pictures in front of.
- Serve to beautify individual buildings and neighborhoods, discourage graffiti, and add to the unique charm and character of the City.
- Draw visitors and tourists to the City.

Artist Eligibility

Preference will be given to local artists or artist teams who have experience in mural/large-scale artworks and prior experience in the creation of public art.

Requests for Modification

Upon granting the project, Artists must understand and be amenable to up to 2 minor requested changes to the artwork as requested by the Tourism Advisory Board and/or the property owner. Examples of requests may include a slight modification of the color palette, the addition, modification, or deletion of wording and minor requests that do not change the make-up of the artist's work overall.

Evaluation Criteria

The selection of an artist, or artist team, will be based upon

- Artistic merit of the design.
- Appropriateness of the design for the location, including the scale, content, color, and design in relation to the site.
- Concept promotes themes stated in project summary.
- Artist's qualifications.
- Originality of the design.

Budget

The total amount to be paid to the artist is a stipend up to \$18,000.00, inclusive of the design and painting process. Artists should consider this in the design, materials, and time to be spent on the project. Artist will be responsible for obtaining all the materials necessary to complete the project. All materials used on the project should be able to last a minimum of 60 months and should be of materials that can withstand the elements of the region. A permit is required, however the City of Palestine permitting fee will be waived for projects awarded under this Program. The artist must also agree that in lieu of anti-graffiti coating, the artist will return upon request within the 60-month contract period to repair any tagging that may occur on the artwork.

Timeline – subject to change

Monday, December 16, 2024, at 1:00 p.m. – Deadline for submission of proposals

Monday, January 13, 2025, at 5:30 p.m. – Review, selection, and potential contracting of the artist/artist team.

January 13, 2025, through March 15, 2025, or sixty (60) days upon completion of all parties signing the contract – Painting of the mural.

Submission Guidelines

Bid Response Requirements: The detailed requirements set forth are mandatory. Failure to respond to a specific requirement will result in disqualification. The City of Palestine, TX reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City of Palestine, TX and during the review process at the Tourism Advisory Board Meeting held on the date listed above. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be reviewed by the board for consideration.

City of Palestine, TX reserves the right to enter negotiations with a single artist/artist team OR may create a short list of artists, based upon qualifications and pricing, and may conduct interviews, engage in further discussion, or negotiate pricing terms.

Up to 3 design variations to the same rendering may be submitted per proposal and should include:

1. A preliminary concept drawing and narrative. The narrative should convey the artistic intent, colors, style of work, etc. Please include each image as a .jpg and label with the artist's last name, image number and image title. For example: Smith_01.jpg, Smith_02.jpg etc. Images must be 1028x728 pixels (or smaller) and least 72 dpi.
2. Timetable for completion of the mural.
3. Cost Breakdown - Provide a fee schedule, including hourly rates for the completion of project.
4. Contact information (resume and artist statement are helpful and encouraged)
5. Sample Documents: Examples of other relevant works and/or reviews of similar works. Maximum of 5 images. Please send each image as .jpg and label with the artist's last name, image number and image title. For example: Smith_01.jpg, Smith_02.jpg etc. Images must be 1028x728 pixels (or smaller) and least 72 dpi.
6. Suggested plan for utilizing community volunteers to assist with painting the mural, if applicable.

Delivery: Proposals must be sealed. Proposals may be mailed or hand-delivered to the City of Palestine, City Secretary. Sealed proposals for the Mural Arts RFP 2024-018 are due to the City Secretary's Office by 1:00 p.m. on Monday, December 16, 2024

Please include on the sealed bid envelope:

"SEALED RFP 2024-018 - TO BE OPENED: MONDAY, DECEMBER 16, 2024, at 1:30 P.M."

Proposals received after this time will be returned unopened. The City reserves the right to reject any and all proposals, to request additional information concerning any proposal for purposes of clarification, and to waive any irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any cost incurred by respondents in the preparation of the proposal. Furthermore, this RFP does not obligate the City to accept or contract for any implied services.

Mailing Address and Hand Delivery Address:

April Jackson, City Secretary
ATTN – SEALED RFP 2024-018 TO BE OPENED: December 16, 2024, AT 1:30 P.M.
504 N. Queen Street
Palestine, TX 75801

Your proposal shall be governed by the following schedule:
Monday, December 16, 2024, AT 1:00 P.M., Central Standard Time ("CST")

Mural RFP 2024-018

Sealed, written proposals due at Palestine City Secretary's Office. Proposals received after this time will not be considered.

Wednesday, December 11, 2024, at 5:00 p.m., CST

Deadline for inquiries, questions, requests for information, or pre-proposal conference with the City Manager and staff. All questions must be submitted in writing to therrera@palestine-tx.org and tourism@palestine-tx.org.

Monday, December 16, 2024, AT 1:30 P.M., CST

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

Communications/Inquiries: All communications regarding the submission of your proposal are to be in writing directly to Cassie Ham at tourism@palestine-tx.org.

Proposals will be reviewed by Staff during the period of December 16, 2024 through January 8, 2025, and will be presented to the Tourism Advisory Board for evaluation and selection on January 8, 2025, at 4:00 p.m. Final award will be announced on January 16, 2025 at 5:30 PM, during the City Council Meeting.

Review and Right of Refusal

City of Palestine, TX will evaluate the proposals based on the factors outlined within all requested documentation, which shall be applied to all eligible, responsive proposals in selecting the successful submitter. Proposals will remain in effect for 90 days. Proposals cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before bid opening must be initialed by the signor of the proposal, guaranteeing authenticity.

City of Palestine, TX reserves the right to disqualify any proposal for, but not limited to person or persons it deems as non-responsive and/or non-responsible; a failure to respond to each section; or whose experience does not describe the competencies required.

Example format of submission:

Concept Drawings: Concept drawings can be submitted as an attachment

Narrative: The narrative should convey the artistic intent, colors, style of work,

Timetable for completion of the mural:

Cost Breakdown: Provide a fee schedule, including hourly rates for the completion of project.

Contact information (Artist's C.V. or resume and artist statement are helpful and encouraged)

Sample Documents: Examples of other relevant works and/or reviews of similar works. Maximum of 5 images. Please attach images and label with the artist's last name, image number and image title. For example: Smith_01.jpg, Smith_02.jpg etc. and a brief description of the image for context.



Agenda Date: November 18, 2024
To: City Council
From: Cassie Ham, Tourism Marketing Manager
Agenda Item: Approval of an Arts & Cultural Enhancement Project for the Dogwood Arts Council
Date Submitted: 11/13/2024

SUMMARY:

Consider approval of an Arts & Cultural Enhancement Project grant in the amount of \$15,000.00 for the Dogwood Arts Council ArtTracks project. The grant will fund \$1,500.00 stipends for 12 sculpture artists for the 2025-2027 period plus installation of the pieces. The goal is to rotate each piece every two years. The Tourism Advisory Board reviewed and approved this project proposal at their September 2024 meeting.

The current allocated budget for Art/Cultural Projects for FY 24/25 is \$60,000.00.

RECOMMENDED ACTION:

Consider approval of the Tourism Advisory Board recommendation to fund an Arts & Cultural Project Grant in the amount of \$15,000.00 for FY 24/25 for the Dogwood Arts Council ArtTracks Sculpture Program.

CITY MANAGER APPROVAL:

Attachments

DAC Arts Grant Contract FY24-25
DAC Proposal FY 24-25

STATE OF TEXAS

COUNTY OF ANDERSON

**HOTEL OCCUPANCY TAX
FUNDING AGREEMENT FOR
CITY OF PALESTINE**

This Hotel Occupancy Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Palestine, Texas (CITY) and DOGWOOD ARTS COUNCIL (ORGANIZATION).

WHEREAS, CITY seeks to promote Palestine to residents and visitors; and

WHEREAS, CITY is promoting the events and festivals to assist in bringing visitors to Palestine and to promote visitors to the city for extended periods of time; and

WHEREAS, the goal of this AGREEMENT is to attract visitors to the City, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the Texas Tax Code and the City's Hotel Occupancy Tax Use Policy; and

WHEREAS, the City Council of the City of Palestine desires to provide Hotel Occupancy Tax revenues to DOGWOOD ARTS COUNCIL (ORGANIZATION) in accordance with Hotel Occupancy Tax Funding.

NOW, THEREFORE, it is mutually agreed by the CITY and ORGANIZATION as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is for the CITY to provide the services listed in Hotel Occupancy Tax Funding Project Proposal (Exhibit A) to the City of Palestine.

Section 2. Obligation of the ORGANIZATION. The ORGANIZATION shall use all awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the CITY's Hotel Occupancy Tax Use Policy, and the ORGANIZATION's funding application as required under this AGREEMENT.

Section 3. Reporting Requirements of the ORGANIZATION. The ORGANIZATION shall deliver a report detailing the expenses for which it seeks reimbursement from Hotel Occupancy Tax revenues following the completion of the event. Copies of receipts shall be provided for expenses to be reimbursed using Hotel Occupancy Tax revenues. Only expenses that meet Chapter 351 of the Tax Code and this agreement shall be reimbursed. The CITY shall not make reimbursements for expenses where no receipt or invoice is provided.

Partial or incomplete reports will not be accepted. Reports shall be in a form that is acceptable to the City Manager, and shall show, where applicable: total revenues, total expenses, estimated actual versus expected number of attendees, and the financial impact of the event.

Section 4. Authorization of Payment. Subject to the ORGANIZATION's satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION up to \$15,000.00. Payment will typically be made within forty-five (45) days of approval of the ORGANIZATION's completed report, but in some cases may be delayed due to administrative circumstances. The applicant agrees to repay or forfeit HOT funds if the applicant does not comply with this AGREEMENT or with other applicable state or local laws.

Section 5. Appeal Process. The ORGANIZATION may appeal the decision of the CITY to deny funding in writing within ten (10) business days of funding denial. The appeal will be presented to the City Council, who may sustain or reverse, in whole or in part, its denial of HOT funds to the APPLICANT, provided that any funding approved must be within the scope of Chapter 351 of the Texas Tax Code.

Section 6. Rights. The ORGANIZATION grants the CITY the right at any time to inspect or audit the books or records of the ORGANIZATION, or any report or document submitted by the organization to the City that may relate to performance of this AGREEMENT.

By signing this Hotel Occupancy Tax Funding contract, the Applicant agrees to comply with all local, state and federal laws applicable or otherwise implicated by Applicant's receipt of a Hotel Occupancy Tax Funding Grant, which includes but is not limited to Applicant's compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as Applicant's refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

Section 7. Term. The AGREEMENT is for a one-time award. This Agreement shall become effective as of November 18, 2024 and shall terminate once the terms of this AGREEMENT have been met, or on September 30, 2025, whichever occurs first. The terms will not be extended beyond the fiscal year ending September 30, 2025.

The AGREEMENT shall expire on September 30, 2025, unless sooner terminated under the terms of Section 9.

Section 8. Indemnification. The ORGANIZATION agrees to defend and indemnify the CITY, its officers, agents, and employees, against all claims for personal injury (including death), property damage or other harm for which recovery of damages is sought that may arise out of the ORGANIZATION's breach of this Agreement, or by any negligent act or omission of the ORGANIZATION, its officers, agents, employees, contractors, or subcontractors in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees, or separate contractors, and in the event of joint and concurrent negligence of both the ORGANIZATION and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this Agreement does not assign any responsibility for civil liability to the City of Palestine that may arise by virtue of this Agreement.

Section 9. Termination. A party may terminate this Agreement if the other party fails to comply with a term of the AGREEMENT upon ten (10) days' notice. A party may terminate the AGREEMENT for convenience by providing written notice at least thirty (30) days prior to the effective date of the termination.

Section 10. Notice. All notices under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:
Palestine Visitor Center Attention: Cassie Ham
825 W. Spring Street
Palestine, TX 75801
(903) 723-3014

to the ORGANIZATION at:
DOGWOOD ARTS COUNCIL Attention: JEAN MOLLARD, TREASURER
PO BOX 2601
Palestine, TX 75802
903-729-2345

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire Agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written Agreement approved by the governing bodies of each party and duly executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. A party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Attorney Fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out-of-pocket expense such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Section 16. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 17. Venue. The parties agree that all disputes that arise out of this AGREEMENT are governed by the laws of the State of Texas and venue for any court action arising out of this AGREEMENT shall be in Anderson County, Texas.

Section 18. Certificate of Insurance. The ORGANIZATION agrees to provide a certificate of insurance for liability and worker's compensation insurance before any event awarded funding under this AGREEMENT. The cost of the insurance herein mentioned to be secured and maintained by the ORGANIZATION shall be borne solely by the ORGANIZATION.

IN WITNESS HEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this 18th day of November 2024.

CITY OF PALESTINE, TEXAS

Mitchell Jordan, Mayor

ATTEST:

April Jackson, City Secretary

Jean Mollard

This is a Proposal for ArtTracks Sculpture funding through the H.O.T. Grants for the Arts

Funding Request for Jan 2025 – 2027 sculptures \$15,000

Summary/Abstract for the ArtTracks Sculpture Program

The Dogwood Arts Council, LLC, located in Palestine, Texas, is seeking funding support for our innovative ArtTracks Sculpture Program. This program is designed to enrich our community through the installation of dynamic sculptures, created and exhibited by talented local and regional artists. Our mission is to transform the visual landscape of Palestine's downtown, fostering a deeper appreciation for the arts while promoting cultural tourism and community engagement. The sculpture program has been in place for 12 years through this and an earlier organization.

The ArtTracks Sculpture Program aims to achieve several key objectives:

- Enhance Visual Spaces:** By introducing high-quality, thought-provoking sculptures into our community's streetscapes we aim to create vibrant spaces that encourage public interaction and cultural dialogue. By doing so, this installation will provide an enhanced visual for our travelling and local visitors, many of whom stay in our hotels.
- **Support Artists:** This program will provide a platform for artists to showcase their work offering them exposure, and recognition. Sculptures are for sale with a commission returned to the program to further other works.
- **Engage the Community:**—Through artist sculpture walks, both guided and by the public app, Otocast, the viewer learns about the artist and vision of the work. This art is always featured on maps to entertain our tourists. Viewers can be enriched by studying the art. The neighborhood and spaces where art is exhibited are improved.

This request will replace the retiring 12 sculptures with new selections. The requested funding will cover the costs associated with artist stipends, (\$1200 each), installation of the work in a safe way and program-related events, ensuring that the ArtTracks Sculpture Program not only beautifies our city but also becomes a catalyst for social and economic benefits. With a projected timeline of two years for this phase, we anticipate the installation of up to twelve sculptures, each selected through a rigorous juried process to ensure diversity, quality, and relevance to our community's heritage and values.

Our goal is that every year 12 new ones arrive which replace the retiring ones .. insuring we have 24 total sculptures in place each with two year exposure.

Page 2.

Who are we:

Dogwood Arts Council, LLC a non profit 501-C3 formed July 2021.

Founded on the principle that the arts are a vital component of community life, Dogwood Arts Council, LLC, is a beacon of cultural enrichment in Palestine, Texas, and the wider Anderson County. Our organization is dedicated to nurturing, promoting, and celebrating the visual and performing arts, driven by the conviction that art is not just for the privileged few, but a treasure that belongs to all. Our vision is to ensure that both residents and visitors to our region experience the transformative power of art, making it as accessible and widespread as possible.

At the heart of our mission is the belief that the arts have the power to unite communities, stimulate economic growth, and enhance the overall quality of life. Through a variety of initiatives, programs, and events, we strive to bring art into public spaces, schools, and community centers, ensuring that everyone has the opportunity to engage with and appreciate the creative works of both emerging and established artists.

Our efforts extend beyond mere exhibitions and performances. The Dogwood Arts Council is committed to fostering a vibrant arts scene that reflects the diversity and talent of our community. We actively support local and area artists with platforms to showcase their work, believing that by investing in our artists, we invest in the future of our community.

The ArtTracks Sculpture Program, one of our flagship initiatives, exemplifies our commitment to making art accessible. By transforming visible spaces into open-air galleries, we not only beautify our city but also create meaningful cultural conversations among its inhabitants. This program is a direct reflection of our ethos: that art should be a shared experience, enriching the lives of all who encounter it.

As we seek funding to support and expand the ArtTracks Sculpture Program, we do so with the conviction that this project will serve as a cornerstone in our ongoing efforts to make Palestine, Texas, and its neighboring communities a place where art thrives in the open, enriching the lives of all who live in and visit our area.

Statement of Need

In the heart of Anderson County, the city of Palestine, Texas, thrives as a community rich in history and potential, yet it faces a notable gap in its cultural landscape—accessible public art. The Dogwood Arts Council has identified a critical need to invigorate our public spaces, support local artists, and engage the community in the visual and performing arts more actively. Our Rotating Art Program is a direct response to this need, designed to transform the way art integrates into the daily lives of our citizens and visitors.

In 2024, Dogwood Arts Council Sculpture exhibition in Palestine, Texas celebrated the 12th anniversary of the ArtTracks celebration in Palestine, highlighted by our dynamic rotating sculpture program, we've showcased 6 outdoor sculptures from six distinguished artists across downtown Palestine to be exhibited through 2026. That exhibit overlaps the previous one of 12 artists on show from 2023 to 2025.

The City of Palestine has enjoyed the enriching presence of the Art Tracks sculptures since 2012, inviting artists annually to present their work for consideration by the Art Tracks selection committee. The Visitors Center has been instrumental in promoting the Sculpture Tour, distributing maps, and previously, a Hot Funds grant has been utilized to cover artists' stipends and the costs associated with the sculptures' installation and removal.

Originally managed by "Palestine Tomorrow," the program has benefited from the steadfast support of Jean Mollard and other community leaders since its inception. Three years ago, Celia Campbell Polster joined the effort, collaborating closely with Jean Mollard to propel the Art Tracks initiative forward and bringing in additional volunteers to assist.

While the organization overseeing the program has evolved, its core mission remains unchanged. The Dogwood Arts Council was formed to provide further support for this initiative and to develop more Art Projects such as the ArtWalk, a local exhibit of area artists on a monthly basis and the Art Tent, a strong component of the Dogwood Trails Festival in March.

Community Engagement and Public Spaces

Despite its vibrant community spirit, Palestine lacks sufficient public art installations that reflect the local culture and heritage. With 20 designated sites for the Rotating Art Program, including potential locations near key business partners and sponsors, we aim to alternate at least 12 new sculptures each year, ensuring a dynamic and evolving art landscape. This program will not only beautify our city but also create communal spaces where art serves as a catalyst for conversation, connection, and education.

Furthermore, the program's design to rotate artworks ensures continual renewal of interest, with attention brought to the new batch annually.

Program Details and Implementation Challenges

Our plan to install twelve sculptures annually, with each piece remaining in place for two years, faces logistical and financial challenges. From securing ideal sites and building necessary infrastructure (like pedestals or pads for art installations) to managing the logistics of art installation and maintenance, the program requires upfront investment. Additionally,

promoting the artists and their work, managing art sales, and ensuring the program's sustainability are critical components that demand strategic planning and resources.

The Need for Support

The success of the ArtTracks Program hinges on the support from funders who understand the transformative power of public art. Financial backing will enable us to meet our stipend commitments to artists, build and maintain installation sites, and promote the program to maximize community engagement and cultural tourism benefits.

In conclusion, the Dogwood Arts Council's ArtTracks Program stands as a beacon of cultural innovation, poised to enrich the lives of all in Palestine and beyond. Through your support, we can bridge the gap in our cultural landscape, providing lasting benefits to our community, artists, and visitors. Together, we can create a vibrant public art scene that celebrates creativity, fosters community, and enhances the economic and social vitality of our region.

Project Description for the Dogwood Arts Council's ArtTracks Program

Overview

The Dogwood Arts Council is proud to maintain the ArtTracks Program, a visionary initiative designed to invigorate the public spaces of Palestine, Texas, installation of sculptures. This program seeks to transform our community's landscape into a dynamic gallery where art is not only seen but experienced, fostering a deeper connection between the public and the arts.

Goals

Our primary goal is to make art accessible to all, enriching the lives of our residents and visitors alike by:

- Enhancing the aesthetic appeal of our downtown spaces.
- Offer sculptures for sale to provide more permanent art in community.

Objectives

To achieve these goals, the ArtTracks Program aims to:

- Install twelve new sculptures annually, with artworks rotating on a two-year basis.
- Promote sculpture program through all media to encourage visitors and study of art.

Methods/Strategies

The program will be implemented through a series of strategic steps:

1. **Call for Artists:** An open invitation for artists to submit works that reflect the community's values and the program's mission.
2. **Selection Process:** Artworks will be chosen based on criteria including artistic merit, durability, safety, and appropriateness for public spaces.

3. **Installation:** Selected artworks will be installed at predetermined sites with the necessary infrastructure, supported by the Dogwood Arts Council's resources including equipment and personnel for installation.
4. **Promotion and Engagement:** The program will be promoted through various channels, including social media, local press, and community events, to maximize visibility and public interaction.

Timeline

- **Call for Artists:** November 2024
- **Art Selection:** January 2025
- **Installation Period:** January 2025
- **Program Launch and Promotion:** February 2025
- **Evaluation and Feedback:** Ongoing, with formal review at the end of each installation cycle.

Staff/Key Personnel

The program will be managed by a dedicated team from the Dogwood Arts Council, including a Director, Board of Directors, and committee members who will be responsible for judging, meeting the artists, installing the work and promoting the collection of art sculptures.

Evaluation Plan

Success will be measured through community feedback, artist satisfaction surveys, increased foot traffic in art installation areas, and media coverage.

Placement on Private Property Location

Since each new piece of art has its own spatial needs for best viewing, safety, etc, we have a list of possible art sites for the 2025 cycle of the ArtTracks program, as follows:

1. 402 Spring St
2. Oak & Queen – parking Lot
3. 501 Ave A
4. 215 E Crawford
5. 401 W Spring
6. Rotary building side yard at Mill and Oak
7. Main & Magnolia
8. 700 W Oak (Mexican restaurant)
9. 100 Ave A

10. Corner of Sacred Heart Parking Lot, W Oak and Tennessee Streets
11. W. Oak and N Jackson McCoy Funeral Home parking lot
12. Rotary Park on N Queen and Main St. (Possible could put up to 3 sculptures within the park)
13. Corners of Redlands Parking Lot
14. Herrington Insurance Company back side by red brick wall 105 E Main St
15. 302 E Crawford (Pint & Barrel)
16. Vera Bank curbs/ground cover on both sides that are shaped like triangles
17. Palestine Mural area in front (Vera Bank Owner)
18. Austin Bank/William George Area 299-215 US-84
19. Palestine Church parking lot corner
20. Currie Home at Sycamore and Erwin grassy area
21. Next to Wells Creek Crossing Antiques in front of Mural Wall
22. First Christian Church front lawn
23. Garden Club Garden Grassy Areas 119 E Oak St

These private locations have been strategically chosen to include the entire downtown district, ensuring ideal visibility and engagement with the art, while considering public safety, traffic flow, and the potential for engaging business partners. The sites are spaced to allow a cohesive flow between rotating works, ensuring each piece complements its specific site in terms of size, scale, color dimensions, proportions, theme, and messaging, thereby promoting the program effectively within the community. Many businesses request the art to enhance their place.

Agreements are secured with property owner for installation on their land .

Sustainability

To ensure the program's longevity, we will seek ongoing support from local businesses, grants, and community donations, alongside the sale and commission of artworks to reinvest in the program.

Budget Overview

A detailed budget will include artist stipends, installation costs, promotional activities, and maintenance of artworks, supported by funding requests to potential sponsors and grant-making bodies.

Budget

This budget will encompass all projected costs associated with the program, initial expenses, annual operational expenses, and insurance, alongside potential sponsorship opportunities. This detailed budget aims to provide a clear financial plan for the successful implementation and running of the ArtTracks program.

Detailed Line-Item Budget for ArtTracks Program

I. Initial Expenses

- Pads as needed for each locale up to \$50 each 6 possible \$300
- Signage x 12: \$ 600 (\$50 each)
 - Total for Initial Expenses: **\$900**

II. Two year Operational Expenses (sculptures in place for 2 years)

- Sculpture stipend x 12: \$14,400 (\$1,200 each for 2 years)
- Brochures - promotional printing: \$1,500 (possible donor for this)
 - Total for Operational Expenses: **\$15,900**

V. Insurance

- State Farm Lloyds - Pat White Insurance: **\$980 annually** for a 12-month policy covering business liability (\$1,000,000), medical (\$5,000), and premise damage (\$300,000). (This fee varies with value of the art.)

VI. Miscellaneous Expenses

- Social media promotion (Facebook, Instagram, YouTube, website, blog, newsletter)

Total Projected Budget

- Initial expenses \$900
- Total Installation Operational Expenses: \$15,900
- Insurance: \$980 x 2 yrs \$1,960

Grand Total (excluding potential income from Sponsorship Opportunities): **\$18,760**

Notes

- This budget provides a detailed view of the financial planning required for the ArtTracks program. It includes essential costs for program implementation and outlines opportunities for sponsorships to help offset these expenses.

This comprehensive budget aims to ensure the financial sustainability of the ArtTracks program, supporting its goals to enrich the community's cultural landscape and provide support to local and area artists.

Supporting Documents

- List of existing 12 retiring sculptures effective January 2025
- List of existing 6 sculptures to be in place through Jan 2026
- Non Profit letter from IRS

Respectfully submitted:

Dogwood Arts Council, Inc (501C3 organization)
P O Box 2601
Palestine, Tx 75802

Celia Campbell Polster, 903-922-5794, Director

Jean Mollard, 903-391-1002 Treasurer, [REDACTED]

Dogwoodartscouncil.com, [REDACTED]

Date: September 12, 2024

A handwritten signature in cursive script, reading "Jean Mollard". The signature is written in dark ink and is positioned below the typed name and contact information.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

DOGWOOD ARTS COUNCIL INC
PO BOX 2601
PALESTINE, TX 75802-2601

Date:
05/09/2022
Employer ID number:
87-0834617
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
July 14, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053522001872

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.



For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

2024 - 2026 Art Sculptures

			PIECE #	Name	Price
		Anthony St James, 72" x 14" x 12	31.761891,- 95.635130 Rotary Park left side	Chirenos	\$ 6,000.00
		James Bauer, 55" x 75"x2"	#13	White Rock Lake	\$ 2,000.00



"Red Flowers"

Pascale Pryor 132"
x 5" x 4"

First Christian
Church.
31.7636794, -
95.6300379

Red Flower

\$ 5,000.00



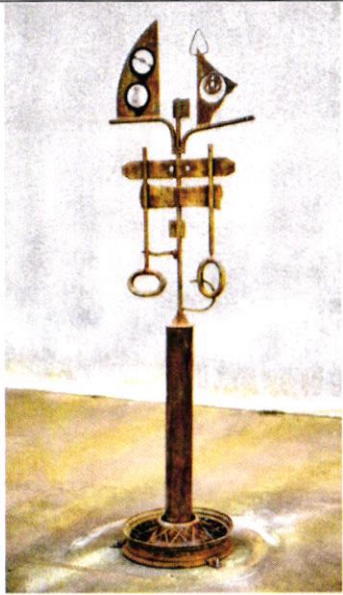
Enamel on Steel

Nathalie Lawrence,
53" x 41" \$2 k B

31.764293, -
95.629194
Well Creek
Crossing
Boutique

Light as a Feath

\$ 2,000.00

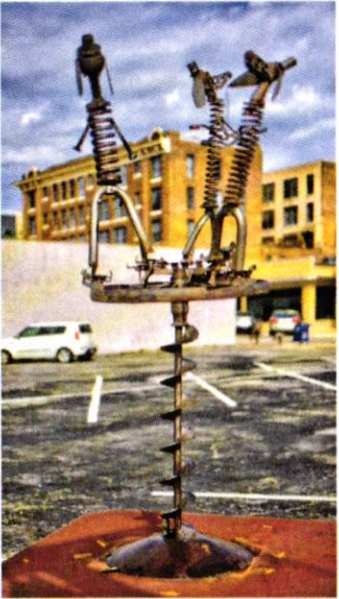


Peter Mangan,
912" x 25"x21",

Magnolia @
Main by
welcome sign
31.7623755 -
95.6323637

Sentinel

\$ 5,000.00














"Catch Me If You
Can" by Terry
Jones 74"x30" ,
Metal \$2500

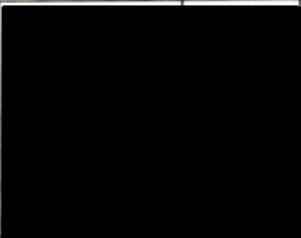

31.7623316, -
956336461
Corner of Main
@ John on
Redlands
Parking Lot

Catch Me if
You Can

\$ 2,500.00

2023 - 2025 Art Sci & Winners								
Artist	Address email	Phone	Name of art	PHOTO	Location notes	value		
Stephen Perkins			Revellation 11-1		31.7620189, -95.6351156 402 W Spring St	\$ 6,500.00		
Mary Angers			Shooting Stars		31.7625759, -95.6344471 Oak & Queen	\$ 10,000.00		
Danville Chadbourne			Reconfiguration of Evolution		31.76332682, -95.6290364 501 Ave A	\$ 120,009.00		
Kirk Seese			Icosahendron Retro Space		31.7641073, -95.6295229 215 E Crawford	\$ 7,500.00		
Kirk Seese			Pluma Sculptura "The Feather"		31.7654758, -95.6296077 Wild Flower	\$ 7,500.00		
Anthony St James			Joie De Vivre		31.7621002, -95.6347760 401 w Spring	\$ 4,000.00		

Dewane Hughes		 Clandic Lullaby	31.7620620, -95.6323975 Main & Magnolia			
Jan Dean		 Under the Sea	31.7624434, -95.6378062 near 700 W Oak	\$ 4,200.00		
Glory Hartsfield		 Sentinel	31.7620896, -95.6304533 100 Ave A	\$ 6,000.00		
Jim Robertson		 Hyena	31.7639328, -95.6294096 302 E Crawford	\$ 5,000.00		
Anthony St James		 Upward Mobility	31.7620996, -95.6381016, 410, 710 W Main	\$ 4,000.00		

Jeffie Brewer					31.762155, -95.632608 Vera Bank East			
Available spot					31.762078, -95.6334060 Vera Bank West			
Available spot					31.764523, -95.631699 610 N Sycamore			
Available spot					31.7620637, -95.6323962 On Welcome Mural Wall			

Art is available for purchase.

" Please contact the artist directly for purchase information."

Sculpture #	Artist & Phone
1, 2	Jan, Kathy & Deano Deann 903-626-4062
3	Elizabeth Bingham & Lynn Reagan 214-850-1405
4, 5, 6	Pascal Pryor 469-544-1712
7	Tony Foster 903-549-2185
8, 9, 10	Terry Jones 903-388-4440
11, 12	Laura Williams Abram 214-232-2206
13, 14	Dwayne Hughes 903-565-5510
15	Delbert Beckham 936-598-7859
16, 17	Jeffie Brewer 936-552-6078
18	Kylie Price & Josh Welch 281-309-6005

The Sculpture "Forging History"
by Dale Montagne was donated to the City.
(Cover photo)

The bronze life-sized image depicts the expansion the railroad brought to United States and especially to Palestine, Texas. Through the action and motion of the figure Montagne has illustrated the hard work it took to build the railroad. The base represents the varied landscapes and locations of the countryside. Palestine is depicted with its trees and depot. The rail surrounding the middle of the sculpture and his action of splitting the rail is the conquering of the countryside making way for commerce and travel. The rail construction in 1872 through Palestine linked many rail lines resulting in economic growth. The movement of the man represents the many men and women who worked for the railroad.

The **5th Annual Art Tracks** is a juried exhibit featuring outdoor sculptures in prominent Main Street locations in Palestine, Texas.

The annual project is an initiative of the Palestine Main Street Department and Palestine Tomorrow, Inc., a subfund of the Texas Area Fund Foundation, Inc, whose ongoing goal is to provide and encourage parks and arts in Palestine for a better quality of life

Art Tracks is sponsored by:



Palestine Visitor Center
&

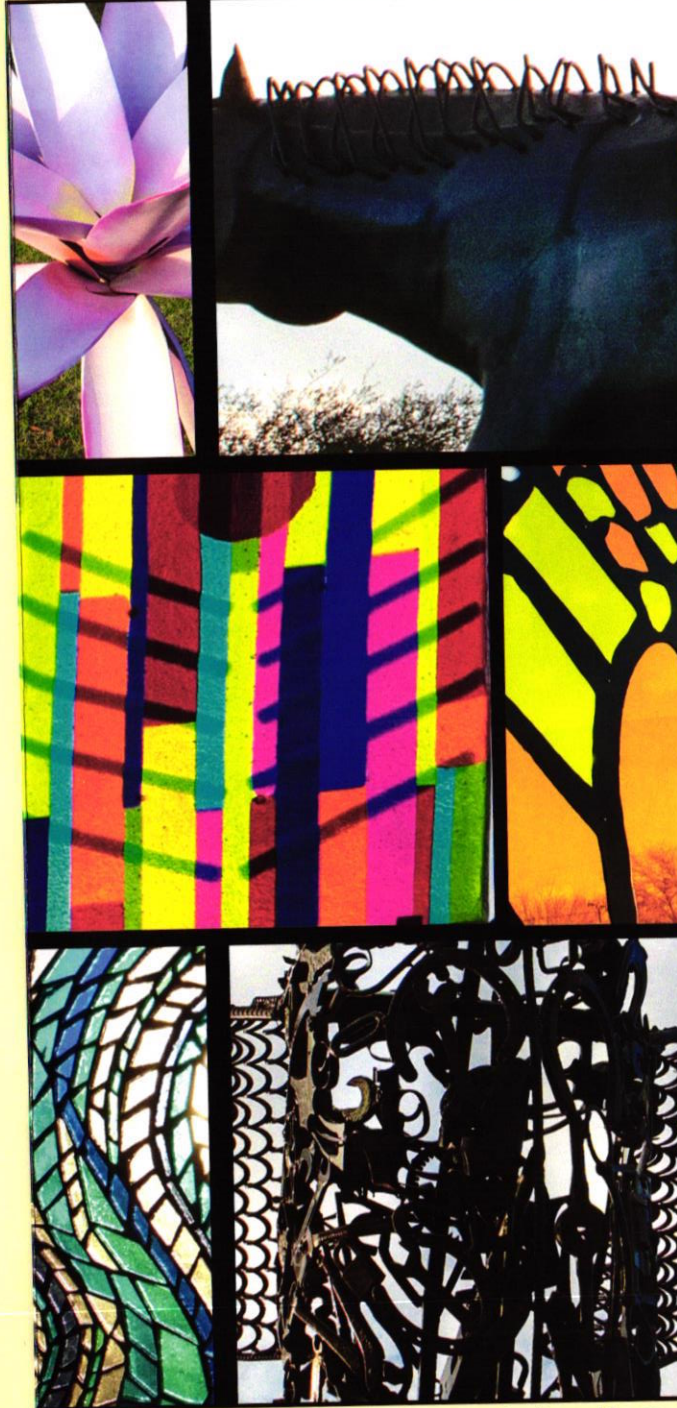
Palestine Tomorrow, Inc.
Subfund of Texas
Area Fund Foundation

Palestine Main Street Advisory Board



Thank you to our sponsors, donors,
volunteers and partners.
Without your support, this project
would not be possible.

Art Tracks Sculpture Tour!



To nominate your favorite sculpture, submit a selfie or photo of the sculpture that is your favorite to the Palestine Main Street Facebook page!
www.facebook.com/palestinemainstreet



SCULPTURE TOUR
PALESTINE MAIN STREET
& PALESTINE TOMORROW, INC.



825 W. Spring St. Palestine, TX 75801
903-723-3014

VisitorCenter@Palestine-TX.org
www.facebook.com/PalestineMainStreet
www.PalestineMainStreet.org



1 Lone Star Over Texas



2 Made in America



3 River Runs Through it



4 Migration



5 Monarch



6 Waterfall1



7 Peaceful Forest



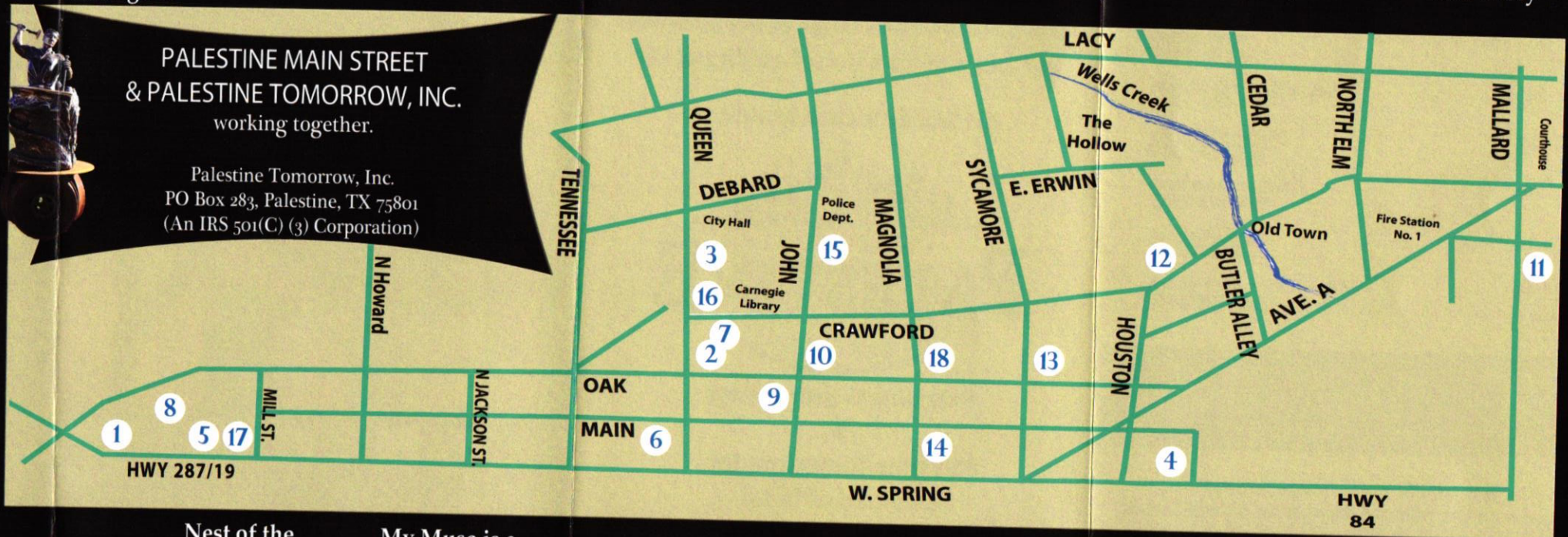
8 Black Beauty



9 Old Glory

Sculpture Tour Addresses

825 W Spring St.	..... 1, 5, 8, 17
401 W Main St.	..... 6
301 W Main St.	..... 9
120 W MAIN ST.	..... 14
101 E OAK ST.	..... 13
115 W OAK ST.	..... 18
217 W OAK ST.	..... 10
321 W OAK ST.	..... 2
400 N QUEEN ST. (INSIDE REDLANDS LOBBY)	..... 7
502 N QUEEN ST.	..... 3, 16
512 N JOHN ST.	..... 15
113 E CRAWFORD	..... 12
400 N MALLARD	..... 11
AVE A & GRANDBERRY	..... 4



PALESTINE MAIN STREET
& PALESTINE TOMORROW, INC.
working together.

Palestine Tomorrow, Inc.
PO Box 283, Palestine, TX 75801
(An IRS 501(C) (3) Corporation)

Eyes



10

Flurry



11

Water Lily



12

Nest of the
Chickenhawk



13

My Muse is a
Sublime Affliction



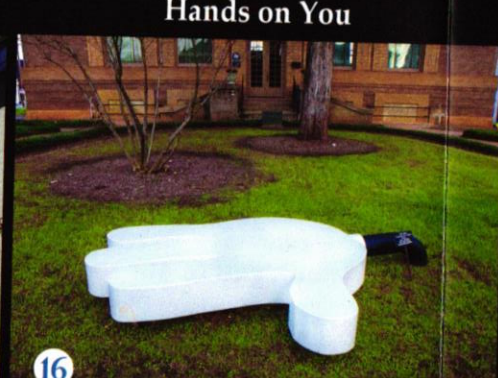
14

Flower Bench



15

Hands on You



16

Bird



17

Righty



18

**LIKE WHAT YOU SEE? ALL OF THESE PIECES
ARE AVAILABLE FOR PURCHASE BY
CONTACTING THE ARTIST.**

- | | |
|----------------------|-----------------------------------------|
| 1 | Dilbert Beckham
936-598-7859 |
| 2, 5 & 12 | Laura Sturtz
512-282-9480 |
| 3 | Joe Barrington
940-862-3023 |
| 4, 6 & 18 | Terry Jones
903-388-4440 |
| 7 | Art Fairchild
817-809-2018 |
| 8 & 9 | Pascale Pryor
469-544-1712 |
| 10 & 16 | Joe Allred
817-705-8584 |
| 11 | Tony Foster
903-549-2185 |
| 13 | Dewayne Hughes
903-245-3840 |
| 14 | Scott Shubin
817-652-9097 |
| 15 | Glory Hartsfield
806-282-1107 |
| 17 | Jeffie Brewer
936-552-6078 |

FORGING HISTORY SCULPTURE BY DALE MONTAGNE

The bronze life-sized sculpture depicts the expansion the railroad brought to the United States and especially Palestine, Texas. Through the action and motion of the figure, Montagne has illustrated the hard work it took to build the railroad. The base represents the varied landscapes and locations of the countryside. Palestine is depicted with its trees and depot. The rail surrounding the middle of the sculpture and his action of splitting the rail is the conquering of the countryside making way for commerce and travel. The rail construction in 1872 through Palestine linked many rail lines resulting in economic growth. The movement of the man represents the many men and women who worked for the railroad.

The 6th Annual Art Tracks is a juried exhibit featuring outdoor sculptures in prominent Main Street locations in Palestine, Texas.

The annual project is an initiative of the Palestine Main Street Department and Palestine Tomorrow, a subfund of the Texas Area Fund Foundation, whose ongoing goal is to provide and encourage parks and arts in Palestine for a better quality of life.

SPONSORS

Visit Palestine - Palestine Visitor Center
Palestine Tomorrow subfund for Texas Area Fund Foundation
Palestine Main Street Advisory Board

Thank you to our sponsors, donors, volunteers & partners. Without your support, this project would not be possible.

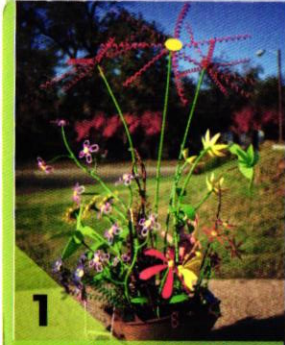


SCULPTURE TOUR 2018



825 W. Spring St. Palestine, Tx 75801
903-723-3014 or 800-659-3484
VisitPalestine.com





1

Triumphant



2

What's Your Angle



3

Lord God Bird



4

Saturday Night Special



5

Zig Zag Fish



6

Bucking Bronc



7

Unfurling



8

Sunflower



9

Le benitier



10

Epicycles



11

Resting



12

Big Fish, Little Fish



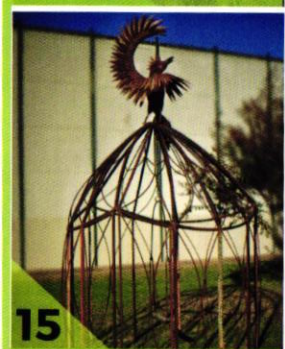
13

Samson



14

Enchanted Sun to Moon



15

The Day Gertrude Flew the Coop



16

Eccentricity



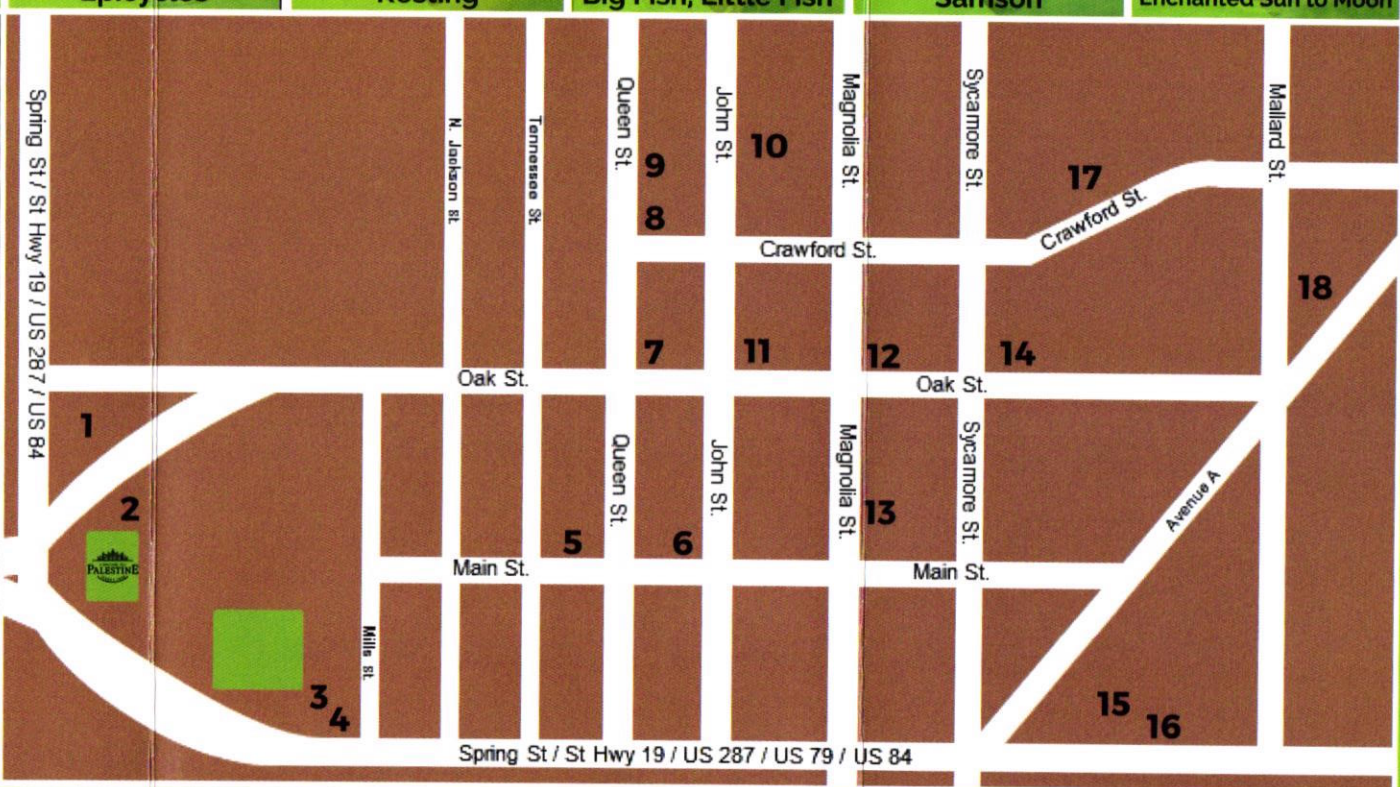
17

King Crow



18

Balance



SCULPTURE TOUR 2018

Presented by: Palestine Main Street
Visit Palestine & Palestine Tomorrow

Palestine Tomorrow (An IRS 501 (c)3 Corp)
subfund of Texas Area Fund Foundation
PO Box 283 Palestine, Texas, 75802

Sculptures On City Map

Shop



**HEART
CATHOLIC
CHURCH**

56. Java Roost
101 W. Oak St. | M-SAT
(903) 339-0933

**TEXAS
THEATRE**



ANTIQUES

7. Ye Olde Auction House

504 W. Main St.
(903) 723-5366

25. AR Treasures
115 W. Oak St. | W - SAT

26. Star of Texas
107 W. Oak St. | F - SAT
(903) 723-6363

27. Old Magnolia Mercantile
120 W. Oak St. | M - SAT
(903) 729-4410

31. Old Town Vintage & More
306 N. Sycamore St. | TU - SAT
(903) 221-6233

35. Duncan Depot Antiques
106 W. Main St. | F - SAT & By Appt.
(903) 731-4434

46. Wells Creek Crossing
305 E. Crawford St. | TH - SAT
(903) 724-1220

UNIQUE SHOPPING

3. Farmers Market
813 W. Spring St. | SAT

4. Basket Kase
112 W. Oak St. | TU - SAT
(903) 729-4438

6. Flowers by Pat
616 W. Oak St. | M - SAT
(903) 729-0631

16. Bloodlines Tattoo
315 W. Main St. | TU - SAT
(903) 574-4170

18. Sarah's Haute Mess
101 W. Oak St. | M - SAT
(903) 681-7223

19. L&L Shoes
203 W. Oak St. | M - SAT
(903) 729-2777

20. Solid Rock African Market
214 W. Oak St. | M - SAT
(903) 373-2111

22. Co-Ed Shop
203 W. Main St. | M - SAT
(903) 729-6456

29. Mail N' More
210 W. Oak St. | M - SAT
(903) 729-1156

**30. Charles E. Dickens Fine
Jewelry & Gifts**
100 W. Oak St. | M - F
(903) 729-8796

33. Broken Boutique
114 W. Main St. | M - SAT
(903) 727-2002

34. City Shoe Shop
110 W. Main St. | TU - F
(903) 729-3041

39. BROtique Mensware
101 W. Main St. | M - SAT
(903) 731-3524

48. Braly's Ace Hardware
420 W. Palestine Ave. | M - SAT
(903) 723-2179

53. Wildflowers
210 E. Lacy St.
(903) 480-5550

54. Iron Gate Feed
936 W. Oak St. | M - SAT

56. Barnyard Boutique
101 W. Oak St. | M - SAT
(903) 339-0933

58. Crimson Room Hidden Treasures
206 W. Oak St. | TU - SAT
(903) 221-4769

**59. The Gallery at The Redlands &
The Redlands Boutique**
400 N. Queen St. | M - SAT
(800) 550-5445



**ART TRACKS
SCULPTURE
TOUR**

BET'CHA DIDN'T KNOW

Downtown Palestine developed in three distinct ways. In 1846, Palestine was formed and established on the hill where the Anderson County Courthouse stands. Just west of the courthouse along Wells Creek an industrial zone developed known today as Old Town. When the railroad came to town in 1872 a new commercial district sprung up along the tracks. To connect the new part of town to the Courthouse Square, Avenue A was constructed.

Today, the Courthouse Square is a gathering space for professionals of which the Anderson County Courthouse is it's main feature. Old Town has evolved into a central of nightlife and foodie destinations. Downtown while retaining it's historic characteristics, has grown past it's original boundary and now serves as a hub for an eclectic array of retail, restaurants, professional offices, as well as City Hall.



FREE WIFI PETS WELCOME

20240108

0 100 yards
Park
Railroad tracks
One-way street
Point of Interest
Art Tracks Sculpture
Mural

Download Our App



Available on the
App Store
Google Play

WELCOME TO
PALESTINE
TEXAS • 1846
800-659-3484
visitpalestine.com



Agenda Date: November 18, 2024
To: City Council
From: Christophe Trahan, Economic Development Director
Agenda Item: Downtown Grant Performance Agreement between PEDC and Young Business Investments, LLC
Date Submitted: 11/13/2024

SUMMARY:

Discussion and possible action regarding a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Young Business Investments, LLC in an amount not to exceed \$10,943.05.

RECOMMENDED ACTION:

Staff recommends discussing and approving a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Young Business Investments, LLC in an amount not to exceed \$10,943.05.

CITY MANAGER APPROVAL:

Attachments

Downtown Grant Agreement - Young Business Investments, LLC

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Young Business Investments, LLC ("APPLICANT"), whose current address is 2589 Anderson County Road 379 Palestine, TX 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

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

WHEREAS, the APPLICANT submitted its Application dated October 30, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Fourteen Thousand Five Hundred Ninety Dollars and Seventy-Three Cents (\$14,590.73)** for the purpose of rehabilitation of the roof at the business property of Pint and Barrel Drafthouse, that being 302 E. Crawford St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City has approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Ten Thousand Nine Hundred Forty-Three Dollars and Five Cents (\$10,943.05) ("GRANT")**.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before August 18, 2025.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.

2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (**the “Public Information Act”**). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC’S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 302 E Crawford St, Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION

within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):

Young Business Investments, LLC

By _____ Date _____
Kathryn Young, Managing Member

For the PEDC:

Palestine Economic Development Corporation

By _____ Date _____
Dan Bochsler, Board President

Approved:

City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor



Agenda Date: November 18, 2024
To: City Council
From: Christophe Trahan, Economic Development Director
Agenda Item: Downtown Grant Performance Agreement between PEDC and Cecil Staples
Date Submitted: 11/13/2024

SUMMARY:

Discussion and possible action regarding a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Cecil Staples in an amount not to exceed \$60,642.65.

RECOMMENDED ACTION:

Staff recommends discussing and approving a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Cecil Staples in an amount not to exceed \$60,642.65.

CITY MANAGER APPROVAL:

Attachments

Downtown Grant Performance Agreement - Cecil Staples

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Cecil Staples ("APPLICANT"), whose current address is 901 N Mallard St. Palestine, TX 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

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

WHEREAS, the APPLICANT submitted its Application dated October 1, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Eighty Thousand Six Hundred Sixteen Dollars and Eighty-Six Cents (\$80,616.86)** for the purpose of window replacement, exterior painting, interior wall repair, interior stucco repair, HVAC replacement, and roof repair at the business property of Palestine Resource Center for Independent Living, that being 421 Ave. A, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Sixty Thousand Four Hundred Sixty-Two Dollars and Sixty-Five Cents (\$60,462.65) ("GRANT")**.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before August 18, 2025.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.

2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (**the “Public Information Act”**). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC’S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any

other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 421 Ave. A Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):

Cecil Staples

By _____ Date _____
Cecil Staples

For the PEDC:

Palestine Economic Development Corporation

By _____ Date _____
Dan Bochsler, Board President

APPROVED:

City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor



Agenda Date: November 18, 2024

To: City Council

From: Christophe Trahan, Economic Development Director

Agenda Item: Downtown Grant Performance Agreement between PEDC and K & D Cole Family Partnership, LP.

Date Submitted: 11/13/2024

SUMMARY:

Discussion and possible action regarding a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and K & D Cole Family Partnership, LP in an amount not to exceed \$55,650.00.

RECOMMENDED ACTION:

Staff recommends discussion and approval of a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and K & D Cole Family Partnership, LP in an amount not to exceed \$55,650.00.

CITY MANAGER APPROVAL:

Attachments

Downtown Grant Agreement - K & D Cole Family Partnership, LP

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and K & D Cole Family Partnership, LP ("APPLICANT"), whose current address is 100 Avenue A, Palestine, Texas 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

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

WHEREAS, the APPLICANT submitted its Application dated November 4, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Seventy-Four Thousand Two Hundred Dollars and No Cents (\$74,200.00)** for the purpose of fencing, cement flatwork, and parking lot paving at the corporate offices of Kim's Convenience Stores and Cole Distributing Company LLC, that being 100 Ave. A, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Fifty-Five Thousand Six Hundred Fifty Dollars and No Cents (\$55,650.00)** ("GRANT").

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before August 18, 2025.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.

2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (**the “Public Information Act”**). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. **No Indemnification by the PEDC.** APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 100 Ave. A Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year

of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):

K & D Cole Family Partnership, LP

By _____ Date _____
Kim Cole, Partner

For the PEDC:

Palestine Economic Development Corporation

By _____ Date _____
Dan Bochsler, Board President

APPROVED:

City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor



Agenda Date: November 18, 2024

To: City Council

From: Christophe Trahan, Economic Development Director

Agenda Item: First Amendment to a Downtown Grant Performance Agreement between PEDC & Mabrico Phil Johnson

Date Submitted: 11/13/2024

SUMMARY:

Discussion and possible action regarding a First Amendment to a Downtown Grant Performance Agreement between Palestine Economic Development Corporation and Mabrico Phil Johnson.

RECOMMENDED ACTION:

Staff recommends discussing and approving a First Amendment to a Downtown Grant Performance Agreement between Palestine Economic Development Corporation and Mabrico Phil Johnson.

CITY MANAGER APPROVAL:

Attachments

First Amendment to Downtown Performance Agreement - Mabrico Phil Johnson

FIRST AMENDMENT TO DOWNTOWN GRANT PERFORMANCE AGREEMENT

THIS FIRST AMENDMENT TO DOWNTOWN GRANT PERFORMANCE AGREEMENT (“First Amendment”) is made effective the 12th day of November 2024, (“Effective Date”) by and among Palestine Economic Development Corporation, a Texas non-profit Type B economic development corporation (“PEDC”), and Mabrico Phil Johnson, sole proprietor d/b/a Dogwood Embroidery (“Mr. Johnson”). The PEDC, and Mr. Johnson may be referred to herein as the “Parties” and, each separately, as a “Party.”

RECITALS

A. The Parties entered into that certain Downtown Grant Performance Incentive Agreement executed by PEDC on April 1, 2024 (“Performance Agreement”), which is incorporated herein by reference.

B. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meanings as defined in the Performance Agreement.

C. Mr. Johnson has requested a sixty (60) day extension to the requirement in the Performance Agreement that he will secure completion of all the improvements, including full roof replacement, replacement of an HVAC system, and plumbing upgrades at the business property of Dogwood Embroidery, that being 404 W Oak St, Palestine, TX 75801, before December 12, 2024.

D. Mr. Johnson understands that payment of the remaining 50% of his total grant award will not be made until a finding of completion of all improvements is made by the PEDC board of directors.

E. The Parties wish to modify the Performance Agreement to extend the deadline to ensure the successful completion of the obligations and requirements under the Performance Agreement.

F. The ultimate purposes and goals of the Performance Agreement for encouraging economic development shall still be met; therefore, the extension of deadlines is warranted to accomplish those purposes and goals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. Section 1.4 of the Performance Agreement is amended as follows:

APPLICANT shall secure completion of the improvements in compliance with its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before February 11, 2025.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the Effective Date.

Palestine Economic Development Corporation
(a Texas non-profit Type B economic
development corporation)

By: _____
Name: Dan Bochsler
Its: President

Dogwood Embroidery

By: _____
Name: Mabrico Phil Johnson
Its: Sole Proprietor

City of Palestine

By: _____
Name: Mitchell Jordan
Its: Mayor

This is the signature page to that certain First Amendment to Performance Agreement effective November 18, 2024.



Agenda Date: November 18, 2024
To: City Council
From: April Jackson, City Secretary
Agenda Item: JD Builders and Developers, LLC Annexation Request
Date Submitted: 11/14/2024

SUMMARY:

Discussion and possible action to acknowledge receipt of, and accept by motion and affirmative vote, JD Builders and Developers, LLC's request to annex an 18.63-acre tract on Salt Works Road into the City of Palestine; and order City staff to prepare a municipal service plan and a digital map.

Attached is the request from JD Builders and Developers, LLC.

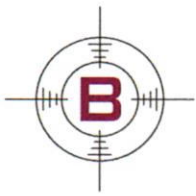
RECOMMENDED ACTION:

Staff recommends that Council discuss and take possible action.

CITY MANAGER APPROVAL:

Attachments

Annexation Request



THE C.T. BRANNON CORPORATION

AQUATIC CONSULTANTS

CIVIL ENGINEERS

AIRPORT CONSULTANTS

Sept. 23, 2024

Teresa Herrera, City Manager
City of Palestine
504 N. Queen St.
Palestine, TX 75801

**RE: Annexation Request
18.83 Ac Tract (Hidden Hills Addition)**

Dear Ms. Herrera,

On behalf of the Owner, JD Builders and Developers, LLC, we request the City of Palestine annex an 18.63 acre tract located on Salt Works Rd. per attached field notes and exhibit describing the property.

We also request the original zoning of the property be Urban Rural (UR). A copy of the proposed Preliminary Plat is also included with this letter. We also request all City of Palestine services including water, sewer, trash, fire & police for the property.

If you have any questions or need additional information, please feel free to contact me anytime.

Respectfully,

Robert A. Breedlove, PE
Project Manager

cc: Susan Davis, Planning
Jorge Diaz, Owner



1321 SOUTH BROADWAY
P.O. BOX 7487
TYLER, TX 75711
PHONE (903) 597-2122

WWW.BRANNONCORP.COM
TEXAS REGISTERED ENGINEERING FIRM
TEXAS REGISTRATION #F-242
REGISTERED IN: AL, AR, AZ, FL, GA, LA, MS, NE, OK, UT

18.63 Ac. Tract**JD Builders and Developers, LLC****LEGAL DESCRIPTION**

Being an 18.63 acre tract or parcel of land situated in the Joseph Jordan Survey, Abstract No. 33, Anderson County, Texas, and being part of the remainder of that certain called 25.985 acre tract of land conveyed from K.D. Calloway, et al, to David L. Castleberry, by General Warranty Deed, as recorded in Volume 2603, Page 779, Official Public Records, Anderson County, Texas, (Bearings are based on NAD 83 (2011), Texas North Central 4202, as observed by GPS. Area and distances shown hereon are at grid), and being more particularly described by metes and bounds as follows:

BEGINNING at a point at the most Westerly Southwest corner of said 25.985 acre tract, at the Northwest corner of a called 1 acre tract of land conveyed to Clara M. Page, Trustee, by deed as recorded in Volume 2237, Page 636, Official Public Records, Anderson County, Texas, and in the East line of a called 19.36 acre tract of land conveyed to Clara M. Page, Trustee, by deed as recorded in Volume 2237, Page 632, Official Public Records, Anderson County, Texas, from which a 1/2" iron rod found bears South 72 degrees 37 minutes 11 seconds West, a distance of 3.08 feet and a concrete monument found at the Southwest corner of said 1 acre tract bears South 15 degrees 26 minutes 59 seconds East, a distance of 209.95 feet;

THENCE North 15 degrees 26 minutes 59 seconds West, with the West line of said 25.985 acre tract and with the East line of said 19.36 acre tract, a distance of 1,896.75 feet to a point at the Northwest corner of said 25.985 acre tract and in the South line of Happy Acres Subdivision, as recorded in Envelope 106A, Map Records, Anderson County, Texas, from which a concrete monument found bears South 15 degrees 26 minutes 59 seconds East, a distance of 5.17 feet, a 1/2" iron rod found capped (Smith 4181) bear South 15 degrees 26 minutes 59 seconds East, a distance of 1.63 feet, and a 3/4" iron pipe found bears South 72 degrees 55 minutes 23 seconds West, a distance of 778.00 feet;

THENCE North 72 degrees 55 minutes 23 seconds East, with the North line of said 25.985 acre tract and with the South line of said Happy Acres Subdivision, a distance of 379.79 feet to a 1/2" iron rod found at the Southeast corner of Happy Acres Subdivision and at the Southwest corner of a called 4.489 acre tract of land conveyed to Castillo Tower Properties, LLC, by deed as recorded in File No. 2020-1084, Official Public Records, Anderson County, Texas;

THENCE North 71 degrees 45 minutes 52 seconds East, with the North line of the remainder of said 25.985 acre tract and with the South line of said 4.489 acre tract, a distance of 20.70 feet to a 1/2" iron rod found capped (4091) for corner, from which a 1/2" iron rod found capped (4091) at the Southeast corner of said 4.489 acre tract bears North 71 degrees 45 minutes 52 seconds East, a distance of 260.51 feet;

THENCE South 15 degrees 44 minutes 26 seconds East, over and across said 25.985 acre tract, a distance of 375.78 feet to a 1/2" iron rod found at an ell corner of said 25.985 acre tract and at the

Northwest corner of Broadway Addition, Section 2, as recorded in Envelope 289B, Map Records, Anderson County, Texas, from which a 1/2" iron rod found capped (4091) at the most Easterly Southeast corner of said 25.985 acre tract and at the Northeast corner of said Broadway Addition, Section 2 bears North 74 degrees 17 minutes 03 seconds East, a distance of 319.98 feet;

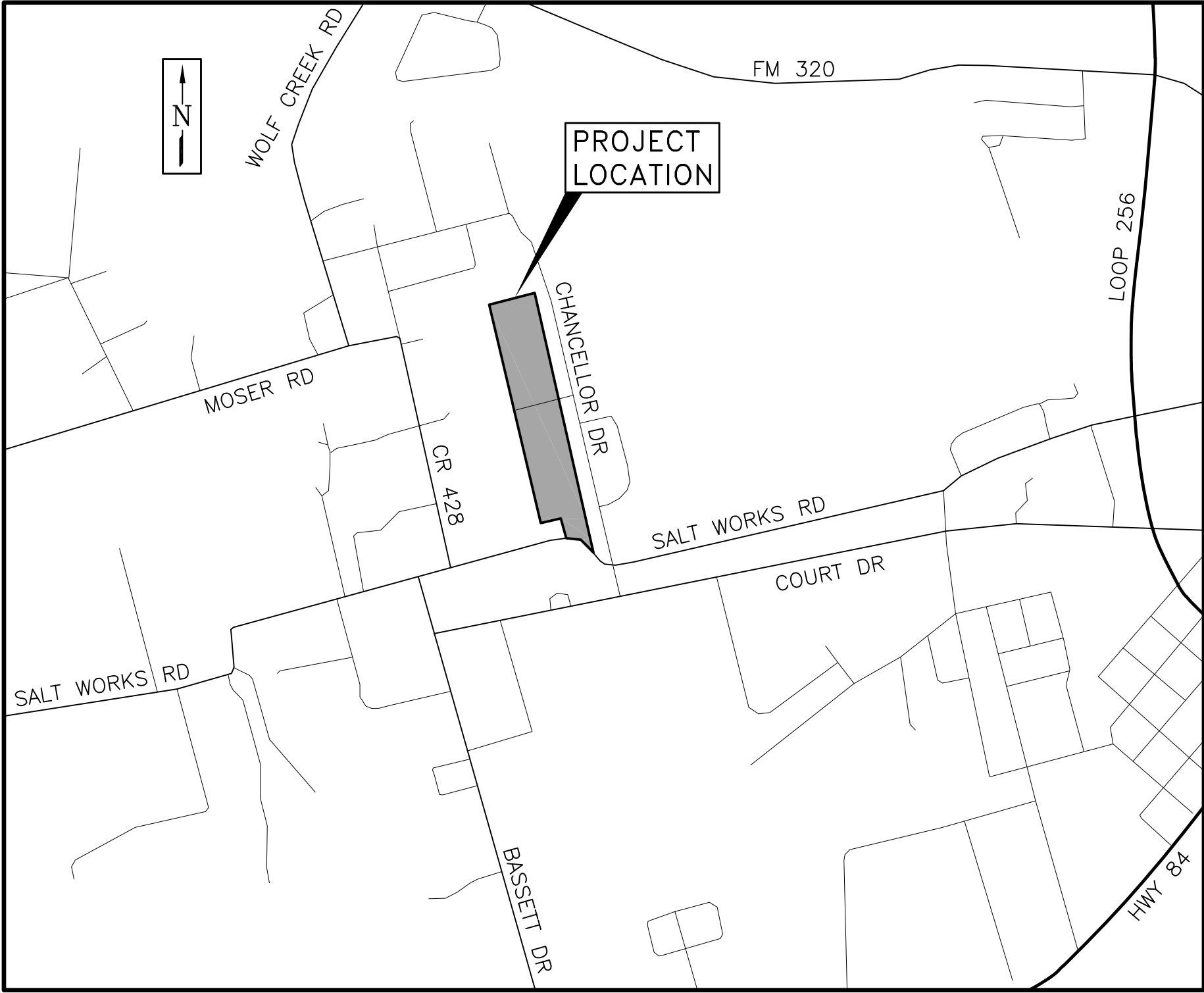
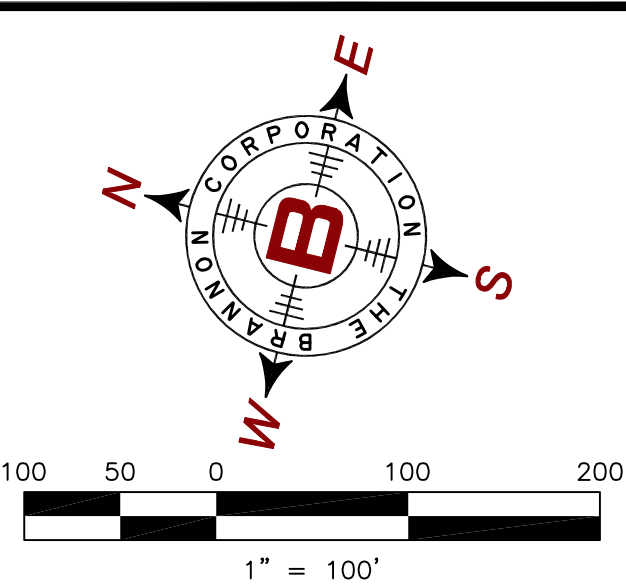
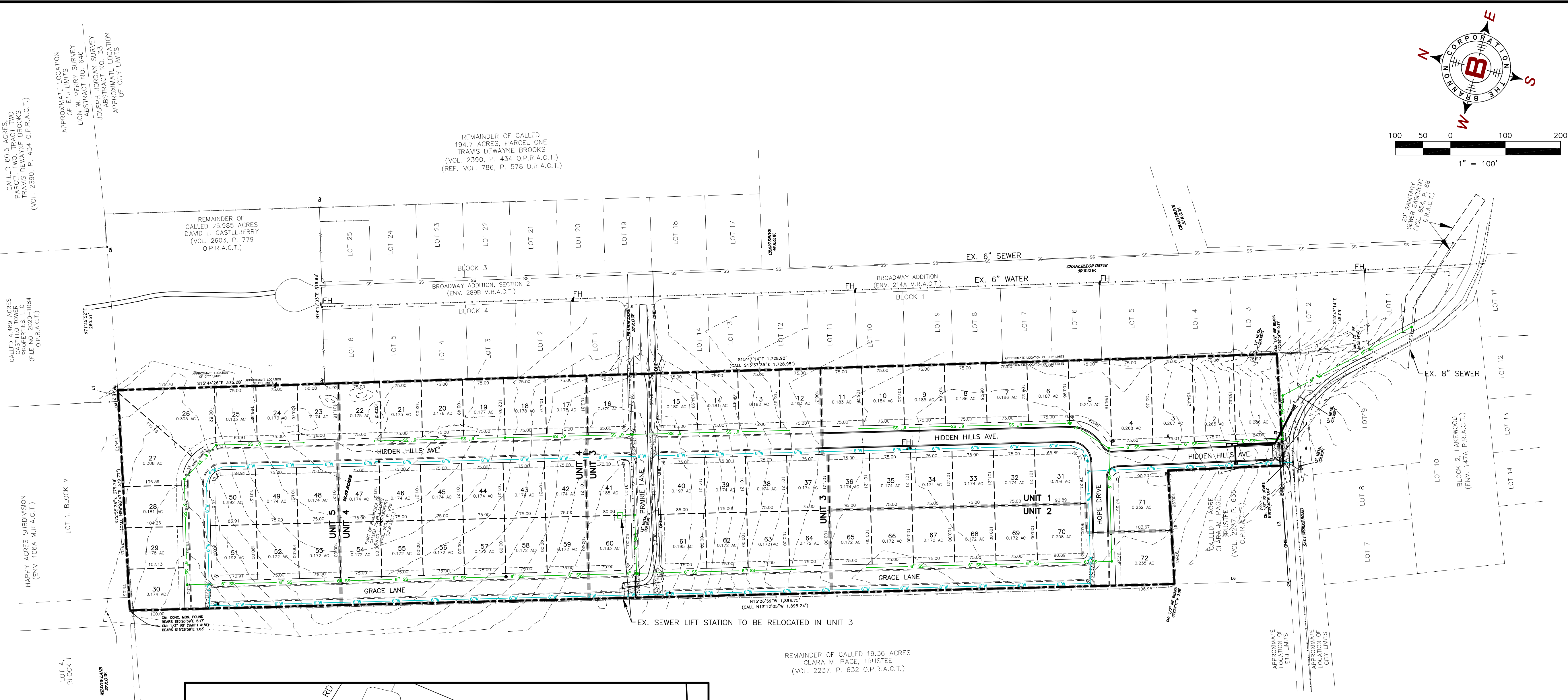
THENCE South 15 degrees 47 minutes 14 seconds East, with an East line of said 25.985 acre tract, with the West line of said Broadway Addition, Section 2, and with the West line of Broadway Addition, as recorded in Envelope 214A, Map Records, Anderson County, Texas, a distance of 1,728.92 feet to a point at the most Southerly Southeast corner of said 25.985 acre tract and in the North margin of Salt Works Road, from which a 1/2" iron rod found bears South 72 degrees 37 minutes 51 seconds West, a distance of 0.17 feet and a 1/2" iron rod found capped (KGJ 1414) bears South 15 degrees 47 minutes 14 seconds East, a distance of 145.09 feet;

THENCE South 72 degrees 37 minutes 51 seconds West, with the most Southerly South line of said 25.985 acre tract and along the North margin of Salt Works Road, a distance of 202.53 feet to a point at the most Southerly Southwest corner of said 25.985 acre tract and at the Southeast corner of said 1 acre tract, from which a 1/2" iron rod found bears North 16 degrees 29 minutes 40 seconds West, a distance of 1.64 feet and a concrete monument found at the Southwest corner of said 1 acre tract bears South 72 degrees 37 minutes 51 seconds West, a distance of 210.10 feet;

THENCE with the common line of said 25.985 acre tract and said 1 acre tract, the following courses and distances:

North 16 degrees 29 minutes 40 seconds West, a distance of 209.90 feet to a 1/2" iron rod found at an ell corner of said 25.985 acre tract and at the Northeast corner of said 1 acre tract;

South 72 degrees 37 minutes 11 seconds West, a distance of 206.27 feet the POINT OF BEGINNING and CONTAINING 18.63 acres of land.



GENERAL NOTES

PROPOSED ZONING: URBAN RESIDENTIAL (UR)

OVERALL ACREAGE: 18.63 AC

ACCESS TO SUBDIVISION FROM SALT WORKS ROAD AND PRAIRIE LANE.

PROPOSED SINGLE FAMILY USAGE WITH DENSITY OF 3.86 LOTS PER ACRE.

STREET RIGHT OF WAY:
50' RIGHT OF WAY ON ALL STREETS

STREET WIDTHS:
ALL STREETS ARE 29' WIDE FROM BACK OF CURB TO BACK OF CURB.

PROPERTY WILL BE DEVELOPED IN 5 PHASES;

UTILITIES:

WATER — CITY OF PALESTINE
SEWER — CITY OF PALESTINE
ELEC. — ONCOR
CABLE — OPTIMUM
GAS — ATMOS
PHONE — AT&T

EXISTING ZONING — NONE (SOUTH EDGE AND EAST EDGE OF PROPERTY BORDERS URBAN RESIDENTIAL ZONING)
LOCATED OUTSIDE THE CITY LIMITS OF PALESTINE, TX.

OWNER:
JD BUILDERS & DEVELOPERS, LLC.
12941 NORTH FREEWAY
SUITE 800 B
HOUSTON, TX 77060

ENGINEER:
THE C.T. BRANNON CORPORATION
1321 S. BROADWAY AVE.
TYLER, TX. 75701

SURVEYOR:
BY—LINE SURVEYING, LLC.
P.O. BOX 834
EMORY, TX 75440

PRELIMINARY PLAT

DESIGNED BY: RAB
DATE: OCTOBER 2024

THE C.T. BRANNON CORPORATION
TX FIRM REG. #F-242
BRANNONCORP.COM

BRANNON
ENGINEERING & CONSULTING
AQUATICS | CIVIL | AVIATION

1321 S. BROADWAY AVE. TYLER, TX 75701 (936) 597-2122

PRELIMINARY PLAT
FOR
HIDDEN HILLS ADDITION
JD BUILDERS & DEVELOPERS, LLC.
PALESTINE, TEXAS

REVISIONS	
NO.	DATE

ISSUED FOR:

PROJECT NO. 24145
SHEET NO. **P**



Agenda Date: November 18, 2024
To: City Council
From: April Jackson, City Secretary
Agenda Item: Setting Date for Hidden Hills Addition Annexation Public Hearing
Date Submitted: 11/14/2024

SUMMARY:

Discussion and possible action regarding a resolution setting one public hearing on December 9, 2024, for the annexation of an 18.63-acre tract located on Salt Works Road; ordering publication of Notice of Hearing in local newspaper of general circulation on November 23, 2024, and on the City website; ordering notice of hearing by certified mail to the public school district and all public entities currently providing services in the area; and ordering notice of hearing to any railroad company that serves the City if the railroad's ROW is in the area proposed for annexation.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. R- -24

A RESOLUTION OF THE CITY OF PALESTINE, TEXAS, CALLING FOR ONE PUBLIC HEARING REGARDING THE VOLUNTARY ANNEXATION OF AN 18.63 ACRE TRACT LOCATED ON SALT WORKS ROAD PURSUANT TO LOCAL GOVERNMENT CODE SECTION 43.0671; AUTHORIZING PUBLICATION OF A NOTICE IN THE NEWSPAPER, POSTING AT CITY HALL, AND POSTING ON THE CITY WEBSITE AND AUTHORIZING NOTIFICATION OF THE PUBLIC HEARING TO PUBLIC ENTITIES AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY, REPEALER, AN EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a city to annex by ordinance property under the procedures prescribed by Subchapter C-3 of Chapter 43, Texas Local Government Code; and

WHEREAS, JD Builders and Developers, LLC has requested the City of Palestine to annex property into the City; and

WHEREAS, the City of Palestine has acknowledged and formally accepted the request for voluntary annexation on November 18, 2024; and

WHEREAS, Subchapter C-3 of Chapter 43, Texas Local Government Code requires one public hearing, newspaper notice of the hearing, posting of the notice on the City's website, and notice to the school district and entities that currently provide services within the boundaries of the property to be annexed.

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

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

SECTION 2. The City Council does hereby set one public hearing regarding the annexation of an 18.63-acre tract on Salt Works Road to be held on Monday, December 9, 2024, at 5:30 p.m. in City Council Chambers, 504 N. Queen Street, Palestine, TX.

SECTION 3. The City Secretary is authorized to publish a notice of public hearing in the City's usual newspaper of general circulation after the 20th day but before the 10th day before the hearing, such publication date being November 23, 2024.

SECTION 4. The City Secretary is authorized to post the notice at City Hall and on the City's website after the 20th day but before the 10th day before the hearing, such posting date being November 23, 2024, which shall remain posted until the date of the public hearing.

SECTION 5. The City Secretary is authorized to send notice of the public hearing to the school district and other entities currently providing services to the boundaries of the area by certified mail, return receipt requested.

SECTION 6. Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

SECTION 7. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.

SECTION 8. This Resolution shall take effect immediately upon its passage and publication.

SECTION 9. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED, APPROVED, AND ADOPTED this 18th day of November, 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Palestine, Texas.

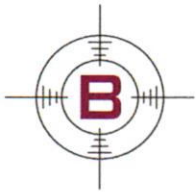
AVA HARMON
MAYOR PRO TEM

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNE



THE C.T. BRANNON CORPORATION

AQUATIC CONSULTANTS

CIVIL ENGINEERS

AIRPORT CONSULTANTS

Sept. 23, 2024

Teresa Herrera, City Manager
City of Palestine
504 N. Queen St.
Palestine, TX 75801

**RE: Annexation Request
18.83 Ac Tract (Hidden Hills Addition)**

Dear Ms. Herrera,

On behalf of the Owner, JD Builders and Developers, LLC, we request the City of Palestine annex an 18.63 acre tract located on Salt Works Rd. per attached field notes and exhibit describing the property.

We also request the original zoning of the property be Urban Rural (UR). A copy of the proposed Preliminary Plat is also included with this letter. We also request all City of Palestine services including water, sewer, trash, fire & police for the property.

If you have any questions or need additional information, please feel free to contact me anytime.

Respectfully,

Robert A. Breedlove, PE
Project Manager

cc: Susan Davis, Planning
Jorge Diaz, Owner

18.63 Ac. Tract**JD Builders and Developers, LLC****LEGAL DESCRIPTION**

Being an 18.63 acre tract or parcel of land situated in the Joseph Jordan Survey, Abstract No. 33, Anderson County, Texas, and being part of the remainder of that certain called 25.985 acre tract of land conveyed from K.D. Calloway, et al, to David L. Castleberry, by General Warranty Deed, as recorded in Volume 2603, Page 779, Official Public Records, Anderson County, Texas, (Bearings are based on NAD 83 (2011), Texas North Central 4202, as observed by GPS. Area and distances shown hereon are at grid), and being more particularly described by metes and bounds as follows:

BEGINNING at a point at the most Westerly Southwest corner of said 25.985 acre tract, at the Northwest corner of a called 1 acre tract of land conveyed to Clara M. Page, Trustee, by deed as recorded in Volume 2237, Page 636, Official Public Records, Anderson County, Texas, and in the East line of a called 19.36 acre tract of land conveyed to Clara M. Page, Trustee, by deed as recorded in Volume 2237, Page 632, Official Public Records, Anderson County, Texas, from which a 1/2" iron rod found bears South 72 degrees 37 minutes 11 seconds West, a distance of 3.08 feet and a concrete monument found at the Southwest corner of said 1 acre tract bears South 15 degrees 26 minutes 59 seconds East, a distance of 209.95 feet;

THENCE North 15 degrees 26 minutes 59 seconds West, with the West line of said 25.985 acre tract and with the East line of said 19.36 acre tract, a distance of 1,896.75 feet to a point at the Northwest corner of said 25.985 acre tract and in the South line of Happy Acres Subdivision, as recorded in Envelope 106A, Map Records, Anderson County, Texas, from which a concrete monument found bears South 15 degrees 26 minutes 59 seconds East, a distance of 5.17 feet, a 1/2" iron rod found capped (Smith 4181) bear South 15 degrees 26 minutes 59 seconds East, a distance of 1.63 feet, and a 3/4" iron pipe found bears South 72 degrees 55 minutes 23 seconds West, a distance of 778.00 feet;

THENCE North 72 degrees 55 minutes 23 seconds East, with the North line of said 25.985 acre tract and with the South line of said Happy Acres Subdivision, a distance of 379.79 feet to a 1/2" iron rod found at the Southeast corner of Happy Acres Subdivision and at the Southwest corner of a called 4.489 acre tract of land conveyed to Castillo Tower Properties, LLC, by deed as recorded in File No. 2020-1084, Official Public Records, Anderson County, Texas;

THENCE North 71 degrees 45 minutes 52 seconds East, with the North line of the remainder of said 25.985 acre tract and with the South line of said 4.489 acre tract, a distance of 20.70 feet to a 1/2" iron rod found capped (4091) for corner, from which a 1/2" iron rod found capped (4091) at the Southeast corner of said 4.489 acre tract bears North 71 degrees 45 minutes 52 seconds East, a distance of 260.51 feet;

THENCE South 15 degrees 44 minutes 26 seconds East, over and across said 25.985 acre tract, a distance of 375.78 feet to a 1/2" iron rod found at an ell corner of said 25.985 acre tract and at the

Northwest corner of Broadway Addition, Section 2, as recorded in Envelope 289B, Map Records, Anderson County, Texas, from which a 1/2" iron rod found capped (4091) at the most Easterly Southeast corner of said 25.985 acre tract and at the Northeast corner of said Broadway Addition, Section 2 bears North 74 degrees 17 minutes 03 seconds East, a distance of 319.98 feet;

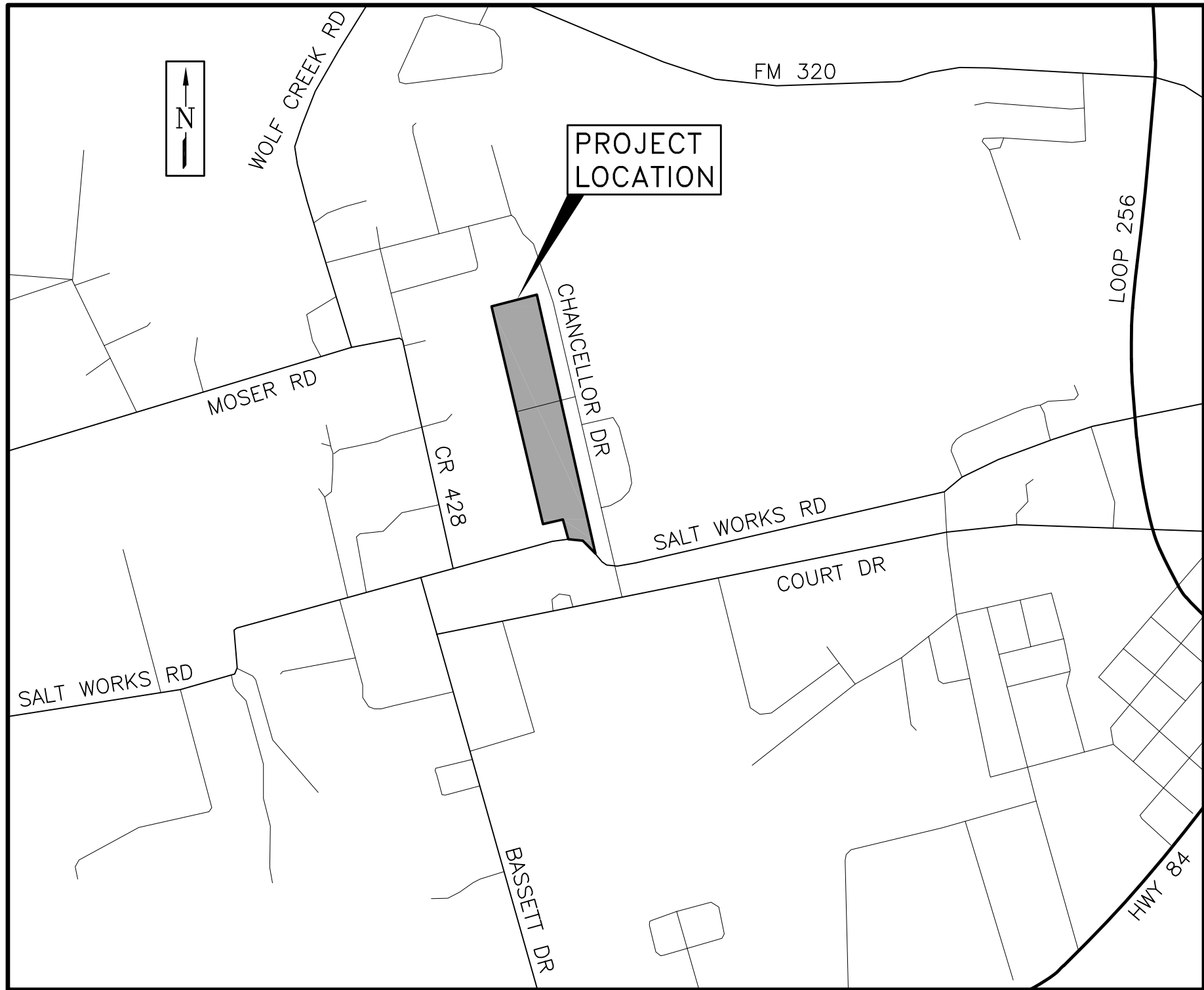
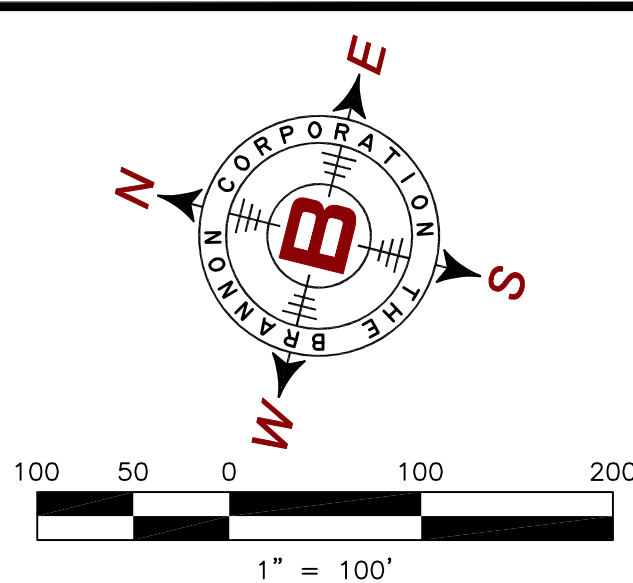
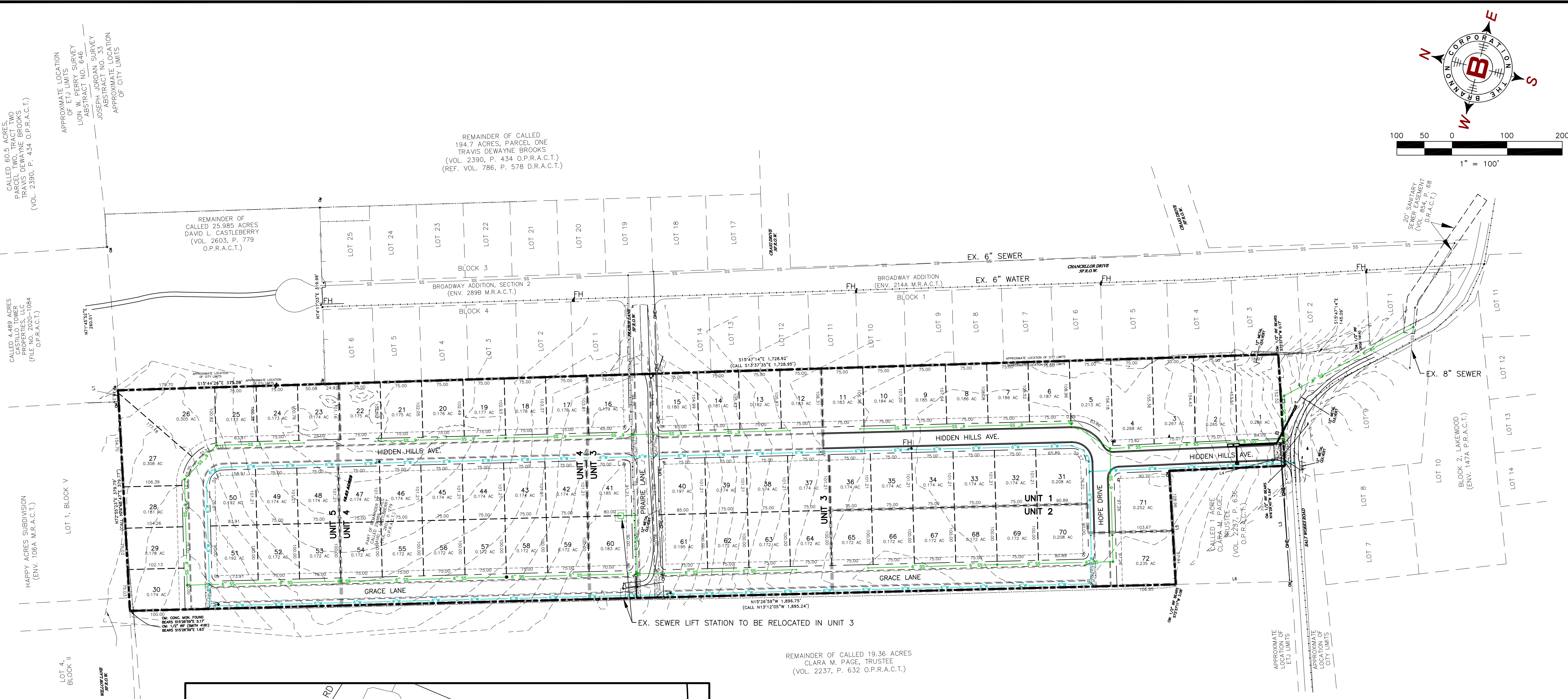
THENCE South 15 degrees 47 minutes 14 seconds East, with an East line of said 25.985 acre tract, with the West line of said Broadway Addition, Section 2, and with the West line of Broadway Addition, as recorded in Envelope 214A, Map Records, Anderson County, Texas, a distance of 1,728.92 feet to a point at the most Southerly Southeast corner of said 25.985 acre tract and in the North margin of Salt Works Road, from which a 1/2" iron rod found bears South 72 degrees 37 minutes 51 seconds West, a distance of 0.17 feet and a 1/2" iron rod found capped (KGJ 1414) bears South 15 degrees 47 minutes 14 seconds East, a distance of 145.09 feet;

THENCE South 72 degrees 37 minutes 51 seconds West, with the most Southerly South line of said 25.985 acre tract and along the North margin of Salt Works Road, a distance of 202.53 feet to a point at the most Southerly Southwest corner of said 25.985 acre tract and at the Southeast corner of said 1 acre tract, from which a 1/2" iron rod found bears North 16 degrees 29 minutes 40 seconds West, a distance of 1.64 feet and a concrete monument found at the Southwest corner of said 1 acre tract bears South 72 degrees 37 minutes 51 seconds West, a distance of 210.10 feet;

THENCE with the common line of said 25.985 acre tract and said 1 acre tract, the following courses and distances:

North 16 degrees 29 minutes 40 seconds West, a distance of 209.90 feet to a 1/2" iron rod found at an ell corner of said 25.985 acre tract and at the Northeast corner of said 1 acre tract;

South 72 degrees 37 minutes 11 seconds West, a distance of 206.27 feet the POINT OF BEGINNING and CONTAINING 18.63 acres of land.



GENERAL NOTES

PROPOSED ZONING: URBAN RESIDENTIAL (UR)

OVERALL ACREAGE: 18.63 AC

ACCESS TO SUBDIVISION FROM SALT WORKS ROAD AND PRAIRIE LANE.

PROPOSED SINGLE FAMILY USAGE WITH DENSITY OF 3.86 LOTS PER ACRE.

STREET RIGHT OF WAY:
50' RIGHT OF WAY ON ALL STREETS

STREET WIDTHS:
ALL STREETS ARE 29' WIDE FROM BACK OF CURB TO BACK OF CURB.

PROPERTY WILL BE DEVELOPED IN 5 PHASES;

UTILITIES:

WATER	—	CITY OF PALESTINE
SEWER	—	CITY OF PALESTINE
ELEC.	—	ONCOR
CABLE	—	OPTIMUM
GAS	—	ATMOS
PHONE	—	AT&T

EXISTING ZONING — NONE (SOUTH EDGE AND EAST EDGE OF PROPERTY BORDERS URBAN RESIDENTIAL ZONING)
LOCATED OUTSIDE THE CITY LIMITS OF PALESTINE, TX.

OWNER:
JD BUILDERS & DEVELOPERS, LLC.
12941 NORTH FREEWAY
SUITE 800 B
HOUSTON, TX 77060

ENGINEER:
THE C.T. BRANNON CORPORATION
1321 S. BROADWAY AVE.
TYLER, TX. 75701

SURVEYOR:
BY—LINE SURVEYING, LLC.
P.O. BOX 834
EMORY, TX 75440

PRELIMINARY PLAT

DESIGNED BY: RAB
DATE: OCTOBER 2024

THE C.T. BRANNON CORPORATION
TX FIRM REG. #F-242
BRANNONCORP.COM

BRANNON
ENGINEERING & CONSULTING
AQUATICS | CIVIL | AVIATION

1321 S. BROADWAY AVE. TYLER, TX 75701 (936) 597-2122

PRELIMINARY PLAT
FOR
HIDDEN HILLS ADDITION
JD BUILDERS & DEVELOPERS, LLC.
PALESTINE, TEXAS

REVISIONS	
NO.	DATE

ISSUED FOR:

PROJECT NO. 24145
SHEET NO. **P**

EXHIBIT B



NOTICE OF PUBLIC HEARINGS FOR ANNEXATION

Notice is hereby given to all interested persons that the City Council of the City of Palestine, Texas, will conduct one public hearing at its regular meeting location in the Council Chambers at 504 N. Queen Street, Palestine, Texas. The hearings will be held on Monday, December 9, 2024, at 5:30 p.m., to discuss the initiation of annexation proceedings to expand the city boundary limits to include the parcel of land designated for residential housing, known as 'Hidden Hills Addition.'

The applicant for this annexation is The C.T. Brannon Corporation, acting on behalf of the property owner, JD Builders and Developers, LLC. Members of the public are encouraged to attend and express their views.

For more information, please contact the City Secretary's office at 903-731-8414. The map and legal description of the property are as follows:



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