

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  
December 9, 2024  
Work Session at 4:45 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/89894642200?pwd=sZ4vnzKomwb04nh9SBv4bXgOndXiaa.1>

Meeting ID: 898 9464 2200  
Passcode: 668965

One tap mobile  
+13462487799,,89894642200#,,, \*668965# 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. Update regarding Palestine Athletic Complex renovations. Patsy Smith, Parks and Rec. Director

**REGULAR MEETING**

- A. **CALL TO ORDER**
- B. **INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. **PROPOSED CHANGES OF AGENDA ITEMS**

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

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

*It is not the intention of the City of Palestine to provide a public forum for the embarrassment or demeaning of an individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty, and/or integrity of any person or threaten any person. Accordingly, profane, insulting, or threatening language will not be read aloud at the meeting.*

**E. CONFLICT OF INTEREST DISCLOSURES**

**F. PUBLIC HEARINGS**

1. Public hearing regarding an Ordinance for the full-purpose annexation of approximately an 18.63-acre tract of land situated in the Joseph Jordan Survey, Abstract No. 33, Anderson County, Texas, commonly known as Hidden Hills Addition, and approving a municipal service plan for said property and annexation into the City Limits of the City of Palestine. Teresa Herrera, City Manager
  - a. Open Public Hearing
  - b. Receive Public Comments
  - c. Close Public Hearing
2. Public hearing regarding a Preliminary Plat for the Hidden Hills Addition, consisting of 18.63 acres situated in the Joseph Jordan Survey, Abstract 33, Anderson County, Texas. Susan Davis, Planning Tech.
  - a. Open Public Hearing
  - b. Receive Public Comments
  - c. Close Public Hearing
3. Public hearing regarding a request for a Specific Use Permit for a retail furniture store at 330 East Spring Street, Suite B, Original, Block 169, Lot 11B-15B, Block 170, Lot 16B-20B, and Lot 21, 22. Susan Davis, Planning Tech.
  - a. Open Public Hearing
  - b. Receive Public Comments
  - c. Close Public Hearing

**G. CITY MANAGER'S REPORT**

1. October 2024 Financial Statement
2. October 2024 Tourism Monthly Report
3. October and November 2024 Library Monthly Reports
4. October/November 2024 Economic Development Monthly Report
5. November 2024 Development Services Monthly Report
6. November 2024 Parks and Recreation/Facility Maintenance Monthly Report
7. November 2024 Police Monthly Report
8. November 2024 Public Works Monthly Report

**H. BOARD APPOINTMENTS**

1. Consider the reappointment of Joseph Thompson to Place 4 with a term to expire on December 31, 2025, to the Palestine Economic Development Corporation. Mitchell Jordan, Mayor
2. Consider the reappointment of Veer Patel to Place 5 and Charles Drane to Place 7, with a term to expire on December 31, 2026, to the Palestine Economic Development Corporation. Mitchell Jordan, Mayor
3. Consider the appointment of Ernest Williams to Place 6, replacing Linda Dickens with a term to expire on December 31, 2026, to the Palestine Economic Development Corporation. Mitchell Jordan, Mayor

**I. CONSENT AGENDA**

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



1. Consider approval of minutes of the Work Session and Regular Agenda of November 18, 2024. April Jackson, City Secretary
2. Consider approval of the purchase of new body-worn cameras from Motorola Solutions in the amount of \$32,668.00 for the Palestine Police Department. Mark Harcrow, Police Chief
3. Consider renewing the Xerox Lease Agreement for a 60-month term in the amount of \$69.49 monthly for the Police Department. Andrew Sibai, Finance Director
4. Consider approval of a purchase order to Bureau Veritas North America, Inc. in the amount of \$260,000.00 for health inspection, plan review, and building inspection fees. Andrew Sibai, Finance Director

J. **REGULAR AGENDA**

1. Discussion and possible action regarding Palestine Athletic Complex renovations. Patsy Smith, Parks and Rec. Director
2. Discussion and possible action regarding an Ordinance for the full-purpose annexation of approximately an 18.63-acre tract of land situated in the Joseph Jordan Survey, Abstract No. 33, Anderson County, Texas, commonly known as Hidden Hills Addition, and approving a municipal service plan for said property and annexation into the City Limits of the City of Palestine. Teresa Herrera, City Manager
3. Discussion and possible action regarding a Preliminary Plat for the Hidden Hills Addition, consisting of 18.63 acres situated in the Joseph Jordan Survey, Abstract 33, Anderson County, Texas. Susan Davis, Planning Tech.
4. Discussion and possible action regarding a request for a Specific Use Permit for a retail furniture store at 330 East Spring Street, Suite B, Original, Block 169, Lot 11B-15B, Block 170, Lot 16B-20B and Lot 21, 22. Susan Davis, Planning Tech.
5. Presentation regarding the 2023 Economic Impact of Tourism in Palestine, Texas. Cassie Ham, Tourism Marketing Manager
6. Update regarding the City of Palestine Wayfinding Signage Project. Cassie Ham, Tourism Marketing Manager

K. **MAYOR'S REPORT**

L. **ITEMS FROM COUNCIL**

M. **CLOSED SESSION**

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

1. Section 551.087 deliberation regarding Economic Development negotiations: Palestine Mall.
2. 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.

N. **RECONVENE IN REGULAR SESSION**

1. Take any action necessary regarding Economic Development negotiations: Palestine Mall.
2. 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.

O. **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, December 6, 2024, at 4:40 p.m.**



April Jackson, City Secretary

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



Agenda Date: December 9, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Public Hearing on Proposed Voluntary Annexation of Hidden Hills Addition  
Date Submitted: 12/02/2024

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**SUMMARY:**

The City of Palestine received a request from JD Builders and Developers, LLC, to annex an 18.63-acre tract of land situated in the Joseph Jordan Survey, Abstract 33, Anderson County, Texas. On November 18, 2024, City Council formally accepted this request. Before the City Council can consider any ordinance to approve the annexation, a public hearing must be held, as required by Subchapter C-3 of Chapter 43 of the Texas Local Government Code.

The notice of the public hearing was published in the Palestine Herald Press on November 23, 2024, and was also posted on the City's website. Additionally, the notice was sent by certified mail to public entities, as required by law.

**RECOMMENDED ACTION:**

City Council will receive input from citizens wishing to comment on the requested proposed annexation.

**CITY MANAGER APPROVAL:**

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**Attachments**

Ordinance  
Annexation Request  
Public Hearing Notice

**ORDINANCE NO. O- -24**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, ANNEXING AN APPROXIMATE 18.63-ACRE TRACT OF LAND INTO THE CITY OF PALESTINE, TEXAS, ANDERSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL INHABITANTS OF SAID PROPERTY ALL RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF PALESTINE, AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY.**

**WHEREAS,** on November 18, 2024, the City of Palestine, Texas (“City”) by **Resolution No. R-53-24** called one public hearing on the annexation of an 18.63-acre tract of land situated within the City’s extraterritorial jurisdiction, known as the Hidden Hills Addition.

**WHEREAS,** the approximately 18.63 acre tract of land offered for annexation is more particularly described in the metes and bounds description attached as Exhibit “A” hereto (“Property”); and

**WHEREAS,** the City held one public hearing on December 9, 2024, as required by law; and

**WHEREAS,** the procedures described by Chapter 43, Subchapters C-3, Texas Local Government Code, and the laws of this State have been duly followed with respect to the Property described in Exhibit “A”; and

**WHEREAS,** this Ordinance received one reading at a properly noticed meeting of the City Council of the City of Palestine on December 9, 2024.

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

**SECTION 1.** The City finds the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

**SECTION 2.** The City finds the annexation of the Property herein described complies with Chapter 43 of the Texas Local Government Code.

**SECTION 3.** The Property herein described in Exhibit “A” is hereby annexed into the City of Palestine, Anderson County, Texas, and the boundary limits of the City of Palestine, Texas, are hereby extended to include the above-described Property within the territorial limits of the City of Palestine, Texas, and the same shall hereafter be included within the territorial limits of said City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Palestine, Texas, and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

- SECTION 4.** The City Secretary is hereby directed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby directed to file with the County Clerk of Anderson County, Texas, a certified copy of this Ordinance and to notify the Anderson County Appraisal District of the Annexation of the Property herein described.
- SECTION 5.** A service plan prepared in accordance with applicable provisions of State law pertaining to annexation is attached hereto as Exhibit “B” and incorporated herein for all intents and purposes.
- SECTION 6.** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- SECTION 7.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- SECTION 8.** This Ordinance shall be effective immediately upon passage and publication.
- SECTION 9.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

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

**PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 9th day of December, 2024**

\_\_\_\_\_  
MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
APRIL JACKSON  
CITY SECRETARY

\_\_\_\_\_  
REZZIN PULLUM  
CITY ATTORNEY

THE STATE OF TEXAS

§  
§  
§

COUNTY OF ANDERSON

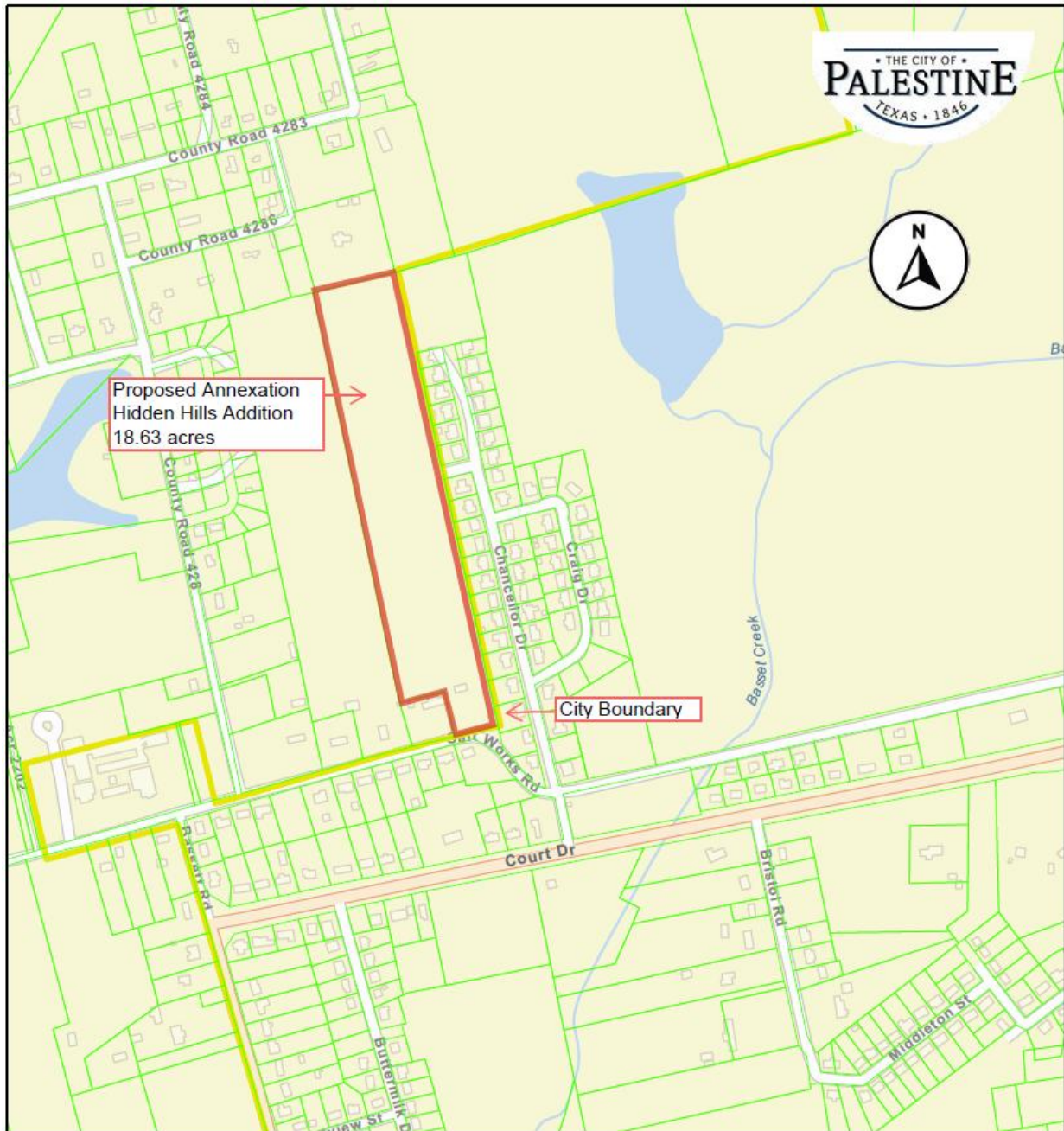
This instrument was acknowledged before me on the **9th** day of **December 2024**, by **MITCHELL JORDAN** in the capacity stated, on behalf of the **CITY OF PALESTINE, TEXAS**.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**AFTER RECORDING RETURN TO:**

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

**EXHIBIT "A"**  
**PROPERTY 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" inch 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 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 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 Additon, 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.

DRAFT

**EXHIBIT “B”**  
**Service Plan Agreement**

STATE OF TEXAS                   §  
   §  
COUNTY OF ANDERSON       §

**CITY OF PALESTINE ANNEXATION SERVICE PLAN AGREEMENT**  
**FOR THE VOLUNTARY ANNEXATION OF HIDDEN HILLS ADDITION**

This Service Plan Agreement (“Plan Agreement”) is made and entered into by and between the City of Palestine, Texas, a home rule municipality (the “City”) and JD Builders and Developers, LLC (the “Owner”), who may collectively be referred to as the “Parties” and sometimes individually referred to as a “Party.”

**RECITALS**

**WHEREAS**, JD Builders and Developers, LLC is the Owner of an 18.63-acre tract of land situated in the Joseph Jordan Survey, Abstract A0033, outside the city limits of the City of Palestine (the “Property”); and

**WHEREAS**, JD Builders and Developers, LLC, by and through its authorized agent Robert A. Breedlove, PE, Project Manager for The C.T. Brannon Corporation, submitted a written petition for voluntary annexation to the City on or about September 23, 2024, requesting annexation of the Property into the City, which petition is attached hereto as Attachment A; and

**WHEREAS**, the Owner confirmed in writing that the Property is not appraised for ad valorem purposes as agricultural, wildlife management, or timber management; and

**WHEREAS**, the City has the authority to annex the Property with the Owner’s voluntary consent pursuant to Section 43.0671 of the Texas Local Government Code; and

**WHEREAS**, the City convened in a properly noticed public meeting on Monday, November 18, 2024, wherein it accepted the Owner’s request for voluntary annexation; and

**WHEREAS**, the Parties now wish to mutually agree as to the provision of municipal services in accordance with Section 43.0672, as follows:

**SERVICE PLAN AGREEMENT**

**1. EFFECTIVE DATE**

This Service Plan Agreement has been prepared in accordance with Texas Local Government Code, Section 43.0672. This Plan Agreement is proposed to be in effect commencing on the institution of proceedings for the annexation of the Property.

**2. SERVICE PLAN AGREEMENT**

The City shall provide services to the Property pursuant to any methods by which it extends or is authorized to extend services to any other area of the City. The City shall not provide fewer services or a lower level of services to the Property than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this annexation Service Plan Agreement to require that a uniform level of services be provided to all areas of the City, including the Property, where differing characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. Pursuant to Section 43.0672 of the Texas Local Government Code, the City will provide the following services upon the annexation of the Property at the following levels and in accordance with the following schedule:

Police Protection: The City of Palestine Police Department will provide protection and law enforcement to the Property; and these activities will include normal patrols and responses, the handling of complaints and incident reports, and other services and support provided by the City's Police Department to other portions of the City, all pursuant to the City's standard policies and procedures, as may be amended.

Fire Protection: The Fire Department serving the City of Palestine at the time of the annexation will provide fire protection to the Property in accordance with standard policies and procedures, as may be amended.

Emergency Medical Services: Emergency medical services will continue to be provided by Anderson County agencies on the same basis and at the same level as provided throughout the City.

Solid Waste Collection: Business and residential solid waste collection and recycling services will be provided to residents and businesses in the Property, all in accordance with the City's standard policies and procedures, as may be amended.

Operation and Maintenance of Water, Wastewater, and Gas System Facilities Owned and Operated By the City: Operation and maintenance of the City water and wastewater system and facilities that are owned and operated by the City will be provided on the same basis and at the same level as provided throughout the City after such water and wastewater services are constructed in the annexed area by any Owner to the extent necessary to serve the Property.

Operation and Maintenance of Roads, Streets, Street Lighting, and Drainage: All existing roads, streets, street lighting, and drainage in the City will be maintained in accordance with the City standard policies and procedures, as may be amended. The City of Palestine Public Works Department will be able to provide, after the effective date of annexation, any additional traffic infrastructure as deemed necessary.

Other City Services: All other available municipal services not specifically listed above shall be extended to residents and/or commercial entities occupying the Property in accordance with the City's standard policies and procedures, as may be amended.

### **3. AMENDMENT; GOVERNING LAW**

This Service Plan Agreement may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the services nor changes in the responsibilities of the various

departments of the City shall constitute amendments to this Service Plan Agreement, and the City reserves the right to make such changes. This Service Plan Agreement is subject to and shall be interpreted in accordance with the Texas Local Government Code, the Constitution and laws of the federal governments of the United States of America and the State of Texas. The provisions and obligations of this Service Plan Agreement are performable in Anderson County, Texas such that exclusive venue for any action arising out of this Service Plan Agreement shall be in Anderson County, Texas.

#### **4. FORCE MAJEURE**

Should a *force majeure* interrupt the services described herein, the City shall resume services under this Service Plan Agreement within a reasonable time after the cessation of the *force majeure*. The term "*force majeure*," for the purposes of this Service Plan Agreement, shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions, and any other inability imposed upon the City whether similar to those enumerated or otherwise, which is not within the control of the City.

#### **5. ENTIRE AGREEMENT**

This Service Plan Agreement contains the entire and integrated Service Plan Agreement between the Parties relating to the provision of municipal services to the Property and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

#### **6. AUTHORITY**

City represents that they have full power, authority and legal right to execute, deliver, and perform their obligations pursuant to this Service Plan Agreement.

#### **7. SEVERABILITY**

If any term or provision of this Service Plan Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Service Plan Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Service Plan Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

#### **8. NO WAIVER**

It is understood that by execution of this Service Plan Agreement, the City does not waive or surrender any of its governmental powers or immunities. The failure of either Party to insist upon the performance of any term or provision of this Service Plan Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

#### **9. PLAN BINDS SUCCESSORS AND RUNS WITH THE LAND**

This Service Plan Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Service Plan Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

#### **10. COUNTERPARTS**

This Service Plan Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

FOR THE CITY:

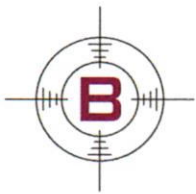
FOR JD BUILDERS AND DEVELOPERS,  
LLC

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Mitchell Jordan, Mayor  
City of Palestine, Texas

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Diana M. Castillo, Managing Member



# 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;

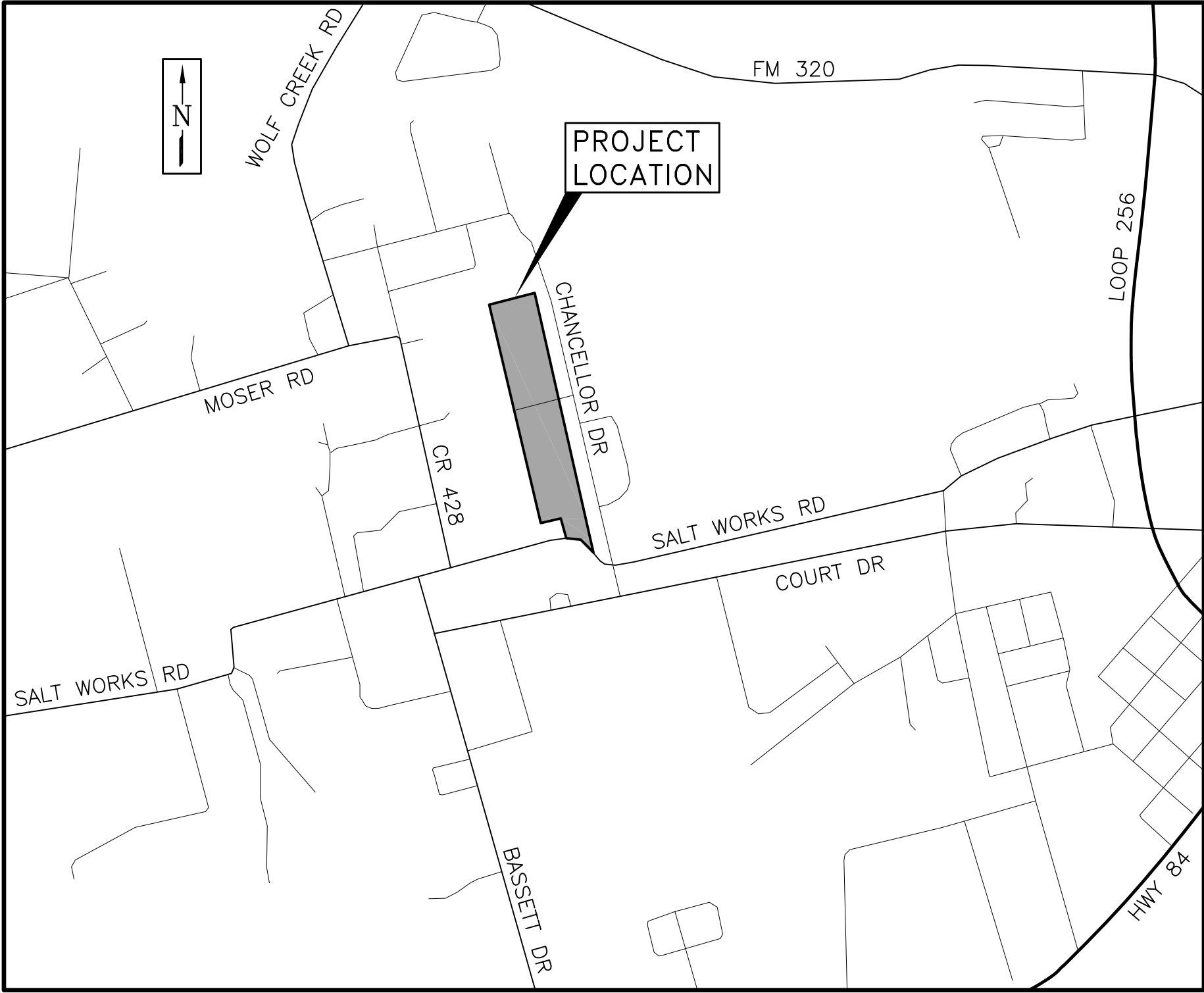
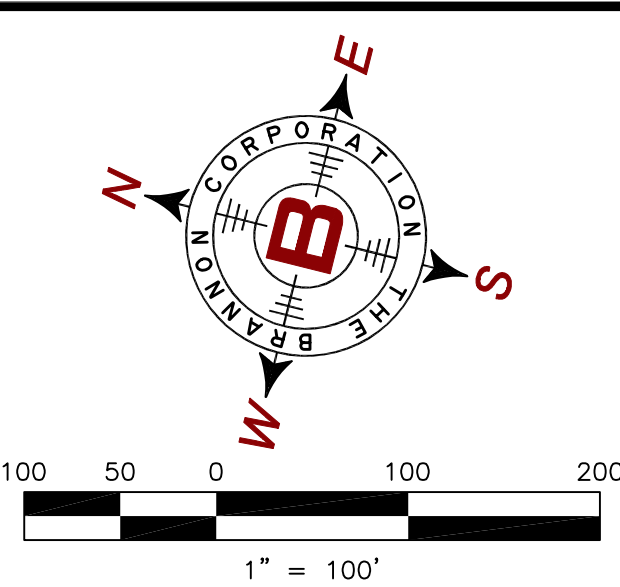
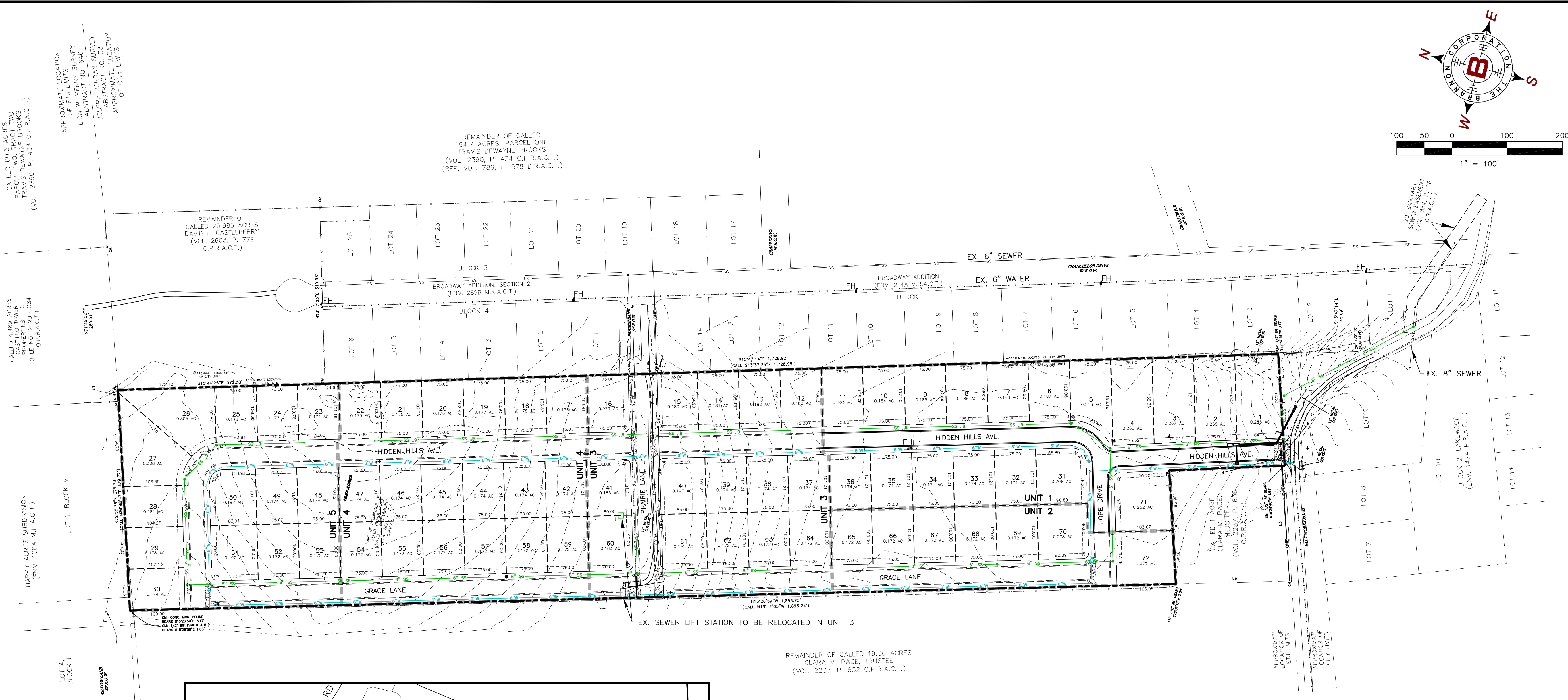
THENCE South 72 degrees 37 minutes 51 seconds West, with the most Southerly South line of said 25.985 acre tract and along the North margin of Salt Works Road, a distance of 202.53 feet to a point at the most Southerly Southwest corner of said 25.985 acre tract and at the Southeast corner of said 1 acre 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**

24145 Preliminary Plat.dwg



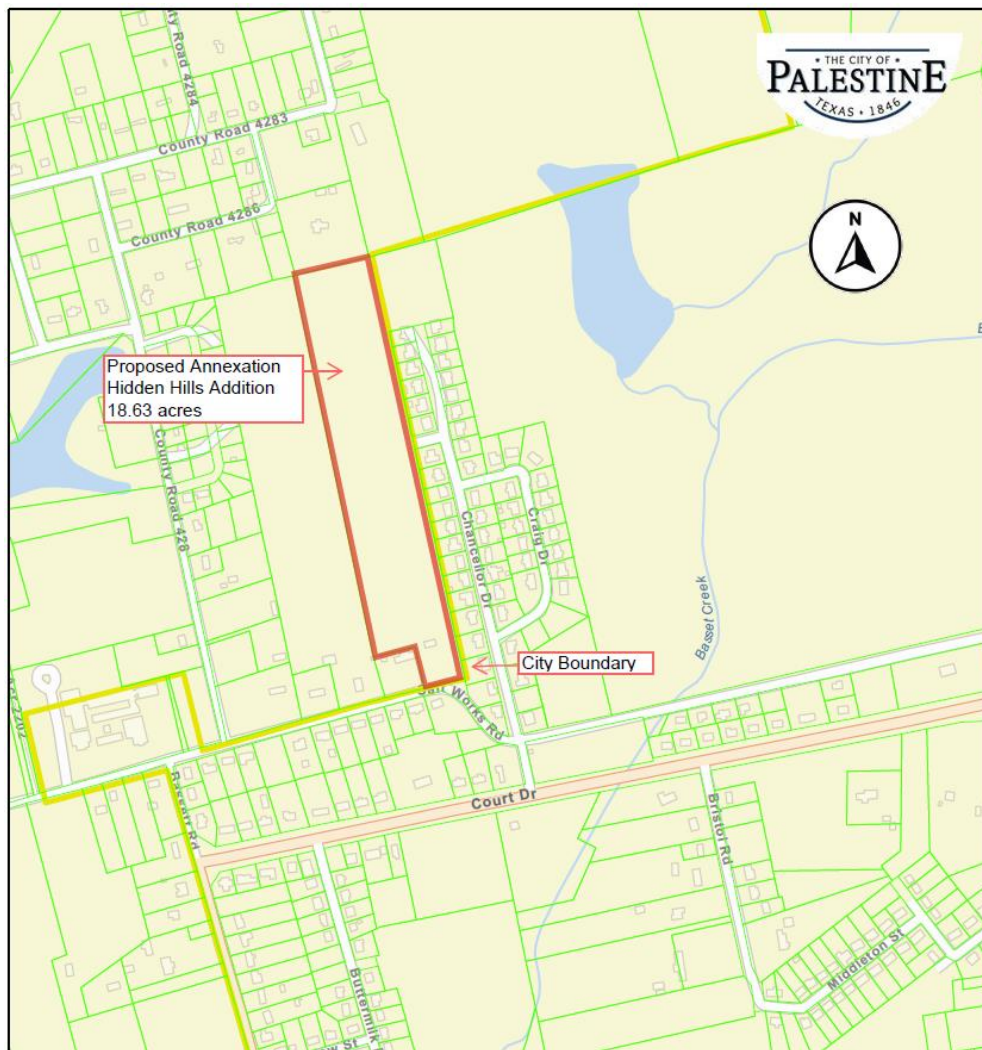


## **NOTICE OF PUBLIC HEARINGS FOR ANNEXATION**

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 hearing 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:



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" inch rod found capped (Smith 4181) bears 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 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 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.



Agenda Date: December 9, 2024  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Preliminary Plat for the Hidden Hills Addition  
Date Submitted: 12/05/2024

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**SUMMARY:**

Public hearing regarding a Preliminary Plat for the Hidden Hills Addition, consisting of 18.63 acres situated in the Joseph Jordan Survey, Abstract 33, Anderson County, Texas. The applicant, JD Builders & Developers, LLC, has attended a redevelopment meeting with city staff and has submitted an annexation request. The developer is currently working on the construction plans and final plat for Phase 1 of the development, which will be taken before Planning and Zoning for recommendation before consideration by City Council. The Preliminary Plat was unanimously approved by the Planning and Zoning Commission during its regular meeting on November 7, 2024, by a 6-0 vote.

**RECOMMENDED ACTION:**

City Council will receive input from citizens wishing to comment on the Preliminary Plat for the Hidden Hills Addition.

**CITY MANAGER APPROVAL:**

---

**Attachments**

Application  
Preliminary Plat

#240634

**PLAT APPLICATION****TYPE OF PLAT**

<input type="checkbox"/> Amending Plat	<input checked="" type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Final Plat	<input type="checkbox"/> Minor Plat	<input type="checkbox"/> Replat
--	--	-------------------------------------	-------------------------------------	---------------------------------

**PROPERTY INFORMATION**

Address (if available): \_\_\_\_\_

Legal Description: Tract 17, 17A, 17B, 17C; Block 1226 (18.63 Acres) Joseph Jordan SurveyZoning Classification: Urban ResidentialCurrent Property Use: UndevelopedReason for Plat Application: To allow for residential Single Family housing developmentProposed Subdivision Name: Hidden Hills AdditionExisting Deed Restrictions: ☐ Yes (Attach a copy with the application) ☒ NoProposed Deed Restrictions: ☐ Yes (Attach a copy with the application) ☒ No**APPLICANT INFORMATION**Applicant Name: JD Builders and Developers, LLCAddress: 12941 North Freeway, Suite 800BCity: HoustonState: TXZip: 77060Phone Number: 903-767-9364Email: [REDACTED]

Fax: \_\_\_\_\_

**OWNER INFORMATION**Owner Name: JD Builders and Developers LLCAddress: 12941 North Freeway, Suite 800DCity: HoustonState: TXZip: 77060Phone Number 903-767-9364 Email: [REDACTED]

Fax: \_\_\_\_\_

**ENGINEER INFORMATION**Firm Name: The CT Brannon CorporationEngineer Name: Robert A. Breedlove, PECity: TylerState: TXZip: 75701Phone Number: 903-597-2122 Email: [REDACTED]

Fax: \_\_\_\_\_



## PLAT APPLICATION

### PROPERTY OWNER OR AUTHORIZED APPLICANT ACKNOWLEDGEMENT

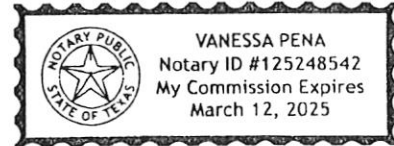
I acknowledge under penalty of perjury that I am the legal owner of the property described in the application or, alternatively, that I am authorized to represent all of the owners of the property described in this application.

State of: TX County of: HARRIS

This instrument was acknowledged before me on the

9/4/24  
Day/Month/Year

By: VANESSA PENA

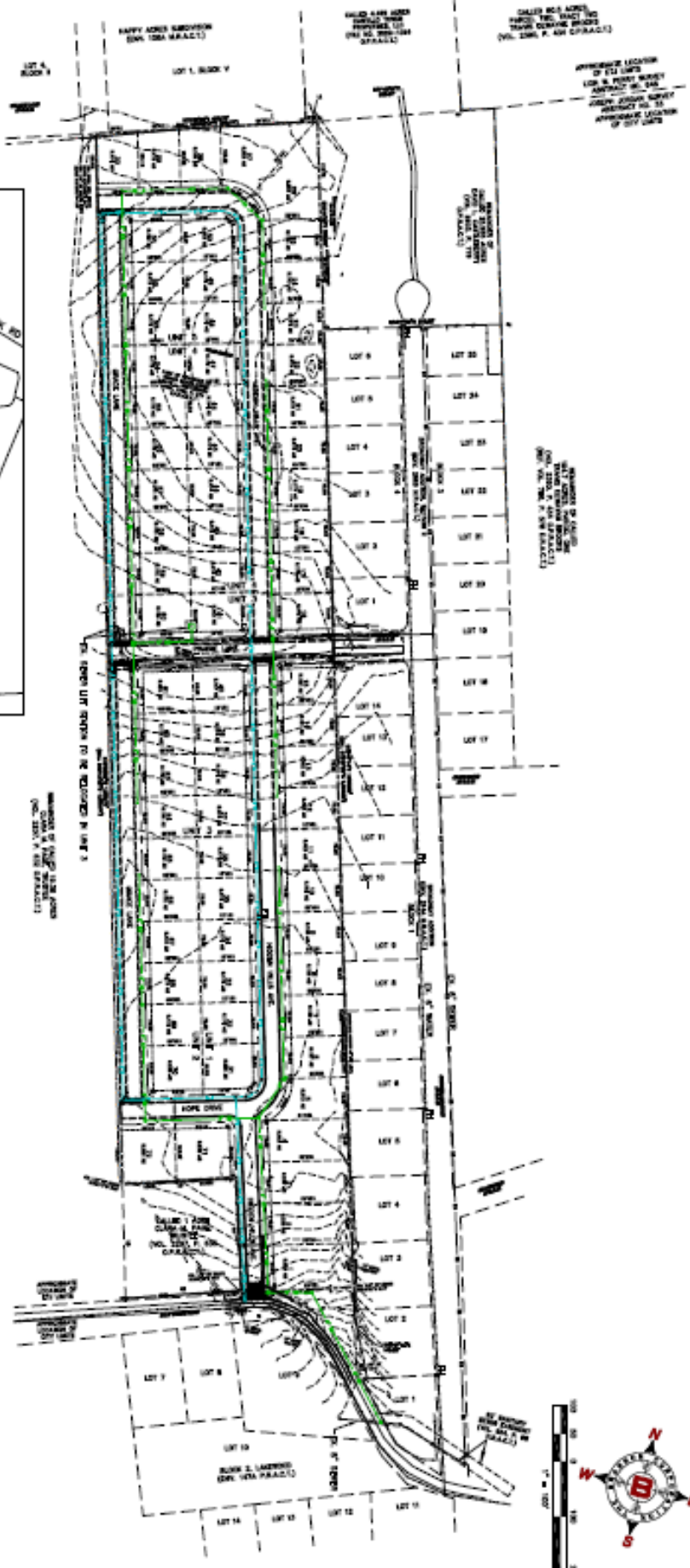
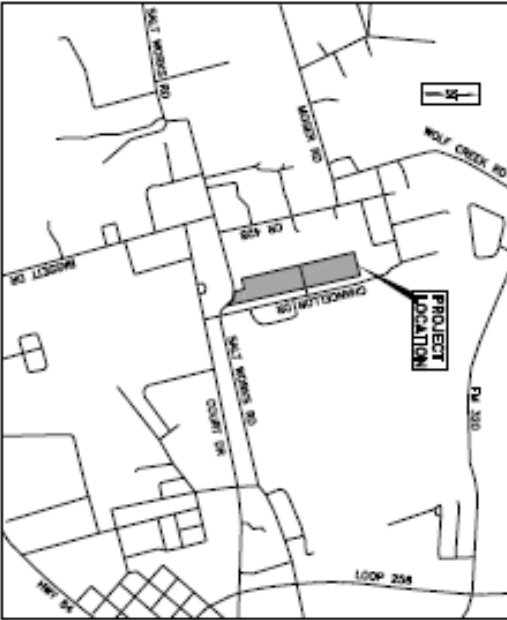


Signature of Notary Public

Signature of Applicant



# VICINITY MAP



**GENERAL NOTES**

1. EXISTING LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

# PRELIMINARY PLAT

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

**ENGINEER:**  
THE C.T. BRANNON CORPORATION  
1327 S. BRIDGEMAN AVE  
TYLER, TX 75701

**SURVEYOR:**  
BY-LINE SURVEYING, LLC.  
P.O. BOX 824  
EMORY, TX 75440

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



DATE	REVISION





Agenda Date: December 9, 2024  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Specific Use Permit for Retail Furniture Store at 330 E. Spring St.  
Date Submitted: 12/04/2024

---

**SUMMARY:**

Public hearing regarding a request for a Specific Use Permit for a retail furniture store (Retail Stores Not Otherwise Listed) at 330 East Spring Street, Suite B, Original, Block 169, Lot 11B-15B, Block 170, Lot 16B-20B and Lot 21, 22, which is zoned Mixed Use Neighborhood. The applicant is Palestine Furniture, which was previously located at 201 West Oak Street. On November 12, 2024, twelve notices were mailed to the property owners within 200 feet of the location of the specific use permit request. Two (17%) have been returned in favor, none have been returned in opposition, and ten (83%) have not responded. A recommendation is expected to be made by the Planning and Zoning Commission during its regular meeting on December 4, 2024.

**RECOMMENDED ACTION:**

City Council will receive input from citizens wishing to comment on the request for a Specific Use Permit for a retail furniture store at 330 E. Spring Street.

**CITY MANAGER APPROVAL:**

---

**Attachments**

Staff Report  
Application



**PLANNING AND ZONING COMMISSION**  
**AGENDA DATE: December 5, 2024**  
**ITEM XZ-24-10 / STAFF REPORT**

---

<b>REQUEST:</b>	A specific use permit to allow a retail furniture store at 330 East Spring Street, Suite B
<b>APPLICANT:</b>	Palestine Furniture
<b>EXHIBITS:</b>	Application, Maps and Photos
<b>PREPARED BY:</b>	Susan Davis, Planning Tech

---

**PROPERTY INFORMATION**

LOCATION:	330 East Spring Street, Suite B
ZONING:	MUN, Mixed Use Neighborhood
OVERLAY ZONES:	None
LAND USE:	Commercial
ADJACENT ZONING:	Mixed Use Neighborhood and Central Business District
ACREAGE:	3.254 acres
SUBDIVISION:	Original

**SUMMARY OF REQUEST**

The applicant, Palestine Furniture, applied for a specific use permit to allow a retail furniture store at 330 East Spring Street, Suite B. Palestine Furniture opened in March 2023 at 201 West Oak Street, which is in the Downtown Historic District. The West Oak location had limitations on parking and did not have a loading dock.

**PROPERTY ZONING AND LAND USE**

The property where the retail furniture store is proposed to be located is zoned Mixed Use Neighborhood District. Adjacent zoning districts include Central Business District to the north and Mixed Use Neighborhood to the east, south, and west.



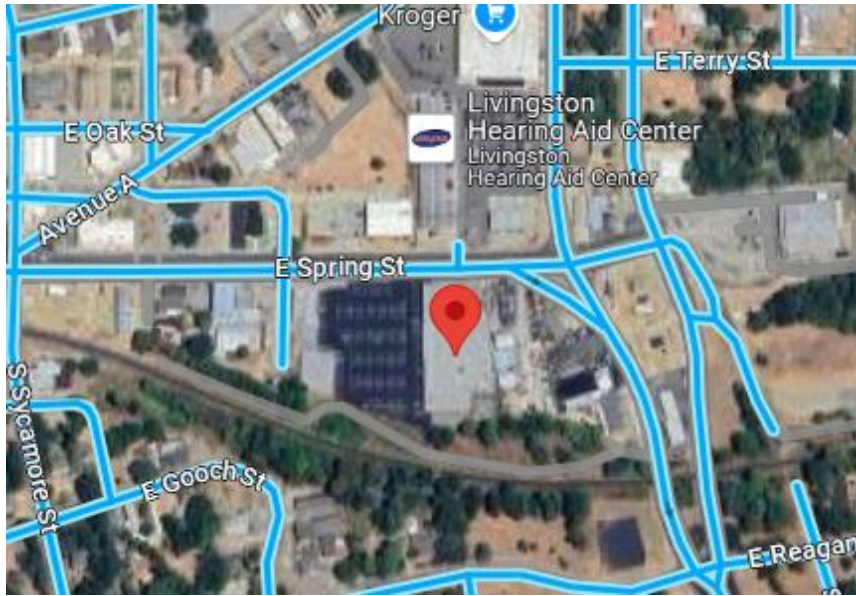
### **PUBLIC NOTICE**

On November 12, 2024, twelve notices were mailed to property owners within 200 feet of the location of the specific use permit request. Two (17%) have been returned in favor of the request, none have been returned in opposition, and ten (83%) have not responded.

### **ZONING AND DEVELOPMENT REQUIREMENTS**

Chapter 39, Article II, Section 2-13 of the Code of Ordinances for the City of Palestine requires a Specific Use Permit for a Retail Store Not Otherwise Listed (furniture) in the Mixed Use Neighborhood zoning district.

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



### **STAFF COMMENTS**

The proposed location is adjacent to Fussell Appliances, Station Thrift, Family Dollar, Kroger. The location on East Spring Street is a high traffic commercially developed area, which will provide more parking and a loading area for deliveries and pickup.

### **COUNCIL REVIEW**

The item will be placed on Council's agenda for consideration on December 9, 2024.

# 240771



## SPECIFIC USE PERMIT APPLICATION

### APPLICANT INFORMATION

Applicant Name: Palestine Furniture  
Address: 330 E Spring St  
City: Palestine State: TEXAS Zip: 75801  
Phone Number: 9032771840 Email: [REDACTED] Fax: \_\_\_\_\_

### PROPERTY DESCRIPTION

Address (if available): 330 E Spring St E B  
Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_  
Anderson County Appraisal District Block Map # \_\_\_\_\_ Tract #: \_\_\_\_\_  
Existing Deed Restrictions: ☐ Yes (Attach a copy with the application) ☒ No  
Proposed Deed Restrictions: ☐ Yes (Attach a copy with the application) ☒ No

### PRESENT USE OF PROPERTY

Describe how the property is currently being used: Vacant old Win Dixie  
\_\_\_\_\_  
\_\_\_\_\_

### PROPOSED USE OF PROPERTY

Describe the proposed use of the property (be specific): Retail sales of  
furniture, appliances, fun  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



Agenda Date: December 9, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: October 2024 Financial Statement  
Date Submitted: 12/06/2024

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**SUMMARY:**

October 2024 Financial Statement

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

---

**Attachments**

October 2024 Financial Statement



*City of Palestine, Texas*  
*Financial Statement*  
*As of October 31, 2024*

**OVERVIEW**

October 31st, 2024 marks the end of the first period of the FY 2025 budget year.  
Therefore, the year-to-date budget percentage for budgetary comparison is 8.33%.

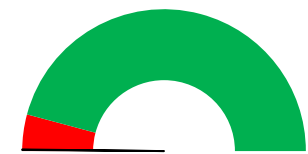
As of October 31st, 2024, General & Utility Fund combined revenues  
are \$1,873,567.

This is lower than budgeted expectations at 6% of the annual budgeted amount.

FY 2025 revenues are increased \$.62 million or 50% more than FY 2024.

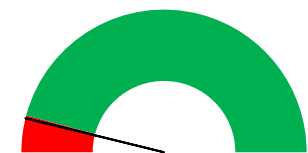
This is due to a significant difference in Utility Revenue between FY 2024 and FY 2025.

0.3% of Annual Projection



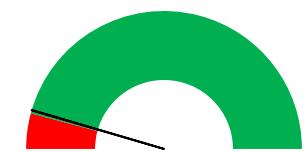
Property Taxes

7.6% of Annual Projection



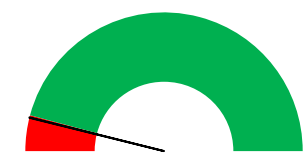
Sales Taxes

9% of Annual Projection



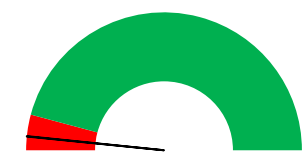
Water Sales

7.7% of Annual Projection



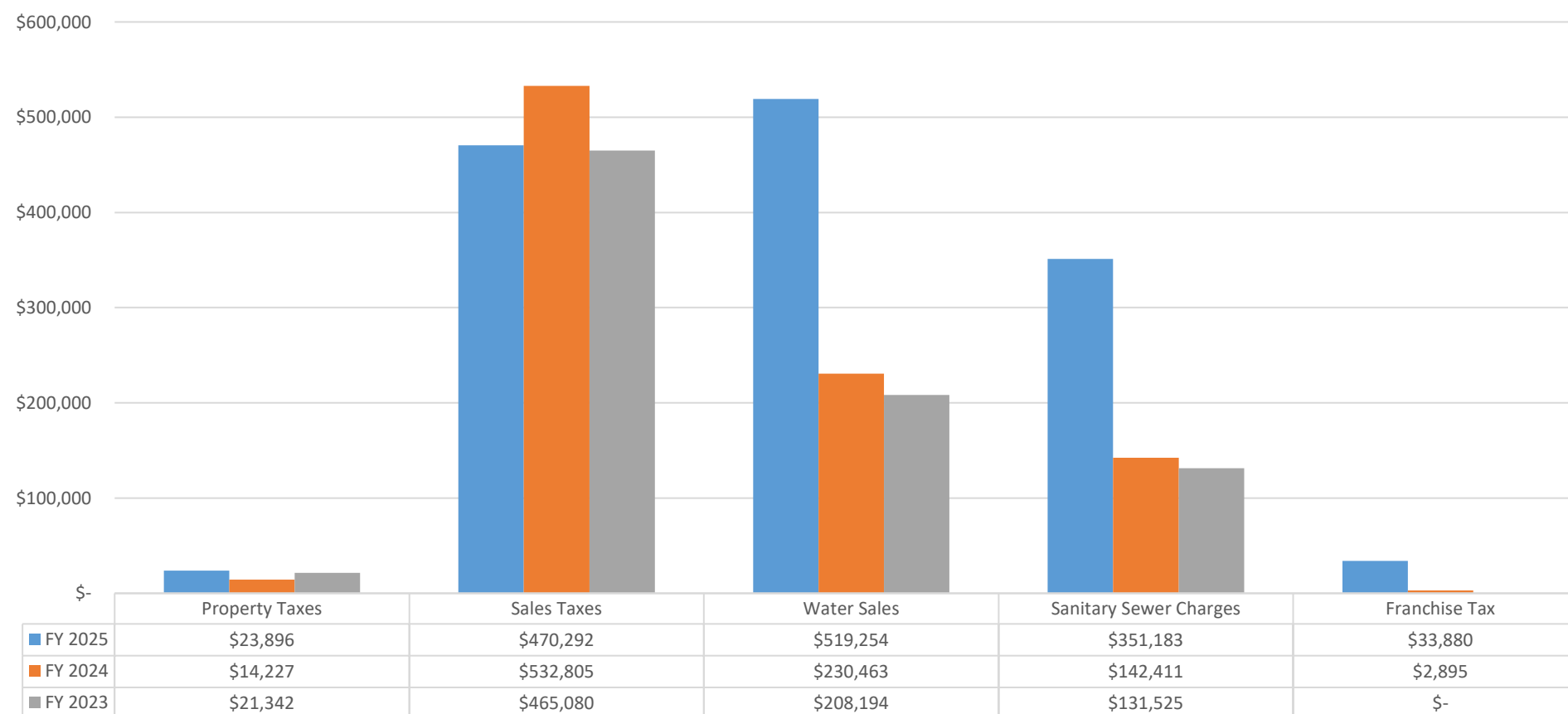
Sanitary Sewer Charges

3.2% of Annual Projection



Franchise Taxes

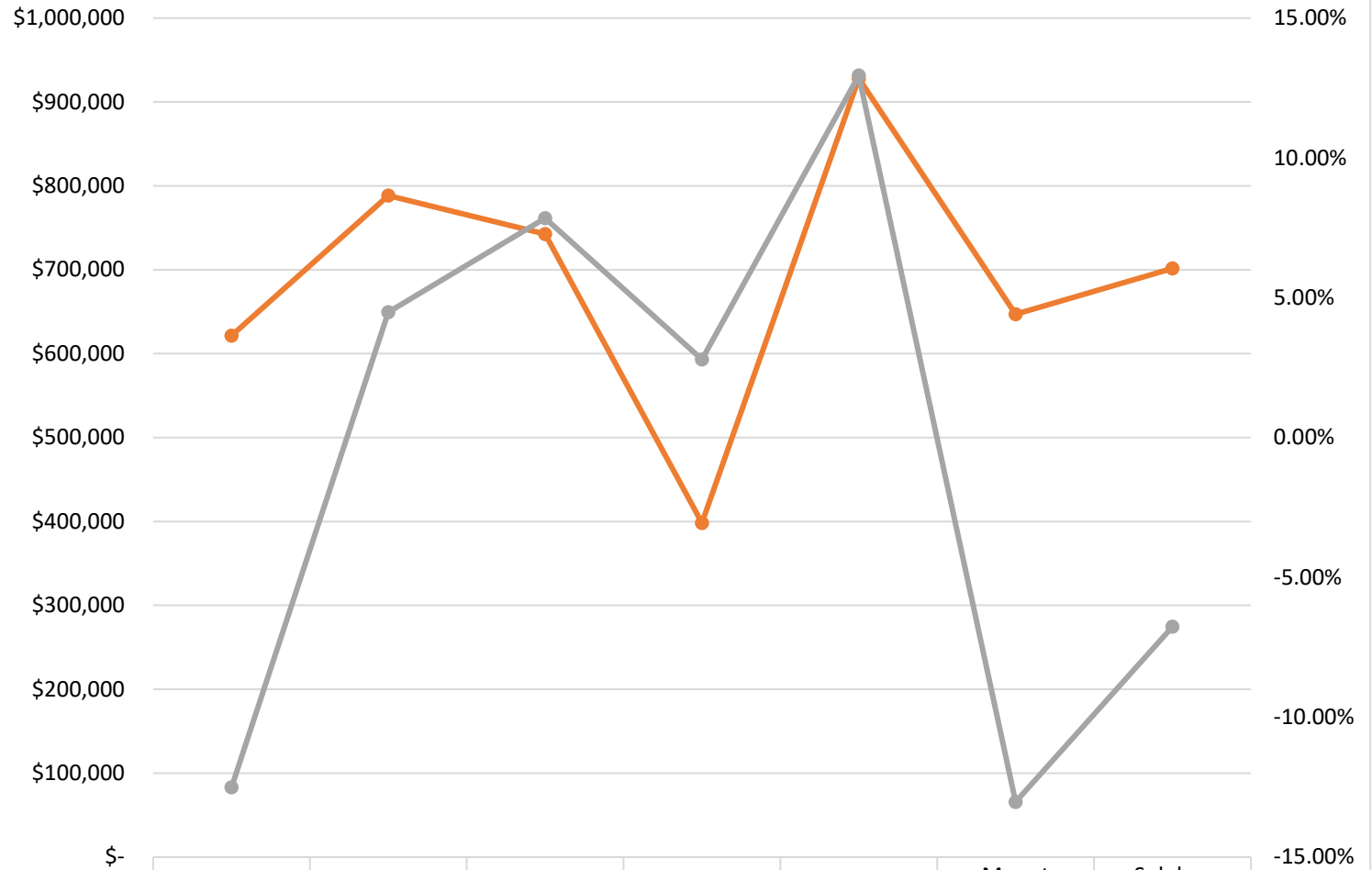
Top 5 Revenue Sources- Comparison to Prior Fiscal Years





City of Palestine  
Financial Statement  
As of October 31, 2024

Sales Tax FY 2024 - August - Period 11



<span style="color: orange;">—●—</span> \$ Sales Tax Received October 2024	Palestine	Athens	Henderson	Jacksonville	Kilgore	Mount Pleasant	Sulphur Springs
<span style="color: grey;">—●—</span> % Inc(+) Dec(-) from prior year	621,530.48	788,370.08	742,421.75	398,312.69	928,092.18	647,057.33	701,512.68
	-12.51%	4.49%	7.84%	2.79%	12.95%	-13.03%	-6.76%

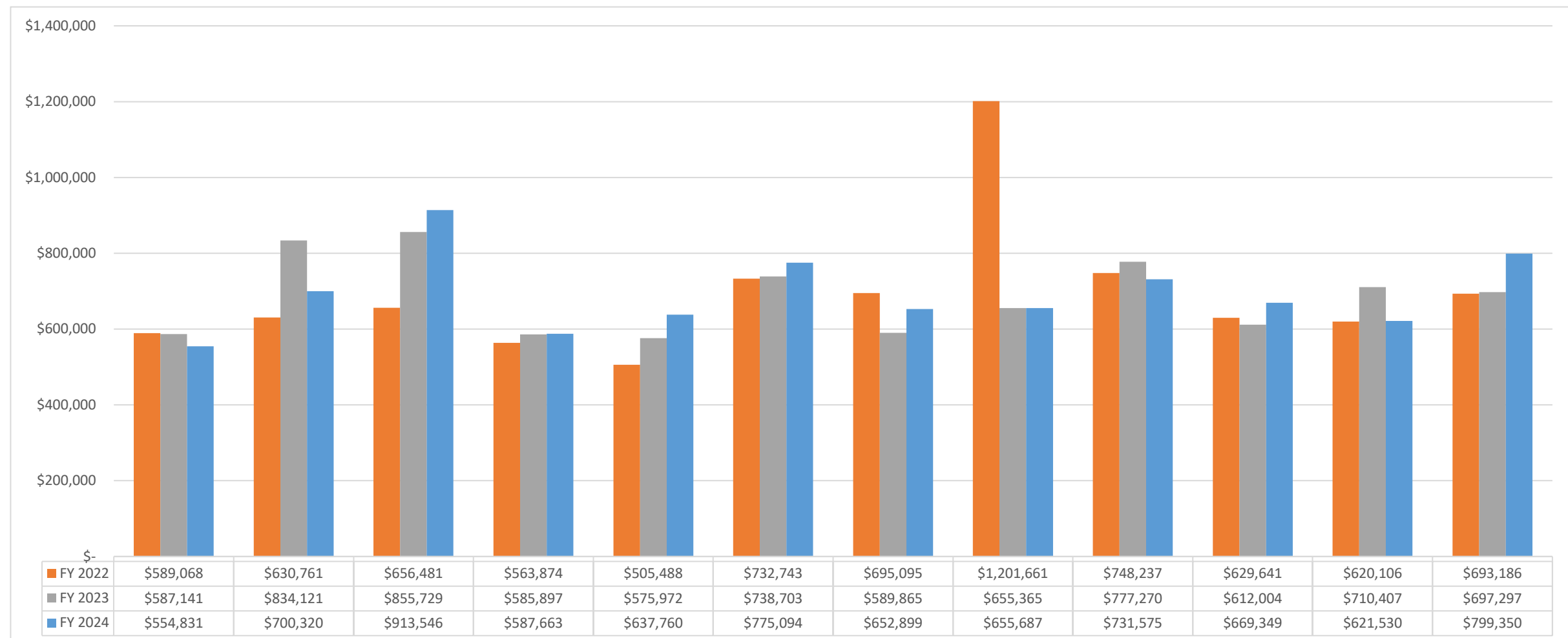


## Sales Tax History: Fiscal Years 2022 - 2024

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

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

FY 2024				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 462,340	\$ 92,490	\$ 554,831	\$ 554,831
November	583,576	116,743	\$ 700,320	1,255,151
December	761,258	152,288	\$ 913,546	2,168,697
January	489,699	97,963	\$ 587,663	2,756,359
February	531,445	106,315	\$ 637,760	3,394,119
March	645,886	129,208	\$ 775,094	4,169,213
April	544,061	108,838	\$ 652,899	4,822,112
May	546,384	109,303	\$ 655,687	5,477,799
June	609,622	121,954	\$ 731,575	6,209,374
July	557,769	111,581	\$ 669,349	6,878,723
August	517,921	103,609	\$ 621,530	7,500,254
September	666,098	133,252	\$ 799,350	8,299,604
	<b>\$ 6,916,060</b>	<b>\$ 1,383,544</b>	<b>\$ 8,299,604</b>	







GENERAL FUND REVENUES

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

	October 2024					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Property Taxes		\$ 23,896	\$ 763,419	3.1%			\$ 23,896	\$ 763,419	3.1%		\$ 23,896	\$ 9,161,027	0.3%		\$ 14,227	\$ 7,969,028	0.2%
Sales Tax		470,292	515,169	91.3%			470,292	\$ 515,169	91.3%		470,292	6,182,026	7.6%		532,805	5,455,077	9.8%
Franchise Tax		33,880	88,917	38.1%			33,880	\$ 88,917	38.1%		33,880	1,067,000	3.2%		2,895	1,055,713	0.3%
Permits Licenses & Fees		88,670	22,459	394.8%			88,670	\$ 22,459	394.8%		88,670	269,505	32.9%		23,255	104,534	22.2%
Fines & Warrants		22,502	27,946	80.5%			22,502	\$ 27,946	80.5%		22,502	335,355	6.7%		31,106	355,460	8.8%
Lease / Rental Revenue		4,058	2,288	177.3%			4,058	\$ 2,288	177.3%		4,058	27,460	14.8%		4,460	27,460	16.2%
Charges for Services		17,007	3,367	505.2%			17,007	\$ 3,367	505.2%		17,007	40,400	42.1%		1,857	40,400	4.6%
Intergovernmental Revenue		3,306	189,302	1.7%			3,306	\$ 189,302	1.7%		3,306	2,271,622	0.1%		-	2,271,622	0.0%
Other Income		70,805	35,925	197.1%			70,805	\$ 35,925	197.1%		70,805	431,100	16.4%		47,099	148,152	31.8%
Interfund Activity		224,173	224,173	100.0%			224,173	\$ 224,173	100.0%		224,173	2,690,075	8.3%		204,318	2,483,757	8.2%
Total Revenues		\$ 958,589	\$ 1,872,964	51.2%			\$ 958,589	\$ 1,872,964	51.2%		\$ 958,589	\$ 22,475,570	4.3%		\$ 862,023	\$ 19,911,203	4.3%

YEAR-TO-DATE OVERVIEW

September 30, 2024 marks the end of the final period of the fiscal year. General Fund revenue of \$958,589 is around -\$914,375 less than projected and increased 11.2% over last fiscal year due to more property tax collection earlier.

PROPERTY TAXES

Tax collection of \$23,896 is around -\$0.74 million less than projected and increased around \$9,669 compared to last year or 67.96% over last fiscal year.

SALES TAX

Through September 30, 2024, \$470,292 of sales tax revenue has been received. Receipts are around -\$44,877 more than projected and are increased about -\$62,513 from last fiscal year.

FRANCHISE TAX

Year-to-date Franchise Taxes total \$33,880. Receipts are -\$55,036 higher than projected. Collections are \$30,985 more than the previous fiscal year.

PERMITS LICENSES & FEES

Revenue of \$88,670 is about \$66,212 more than the year-to-date projection and is increased around \$65,415 over September 2023 year-to-date receipts.

FINES & WARRANTS

Revenue of \$22,502 is \$5,445 less than the year-to-date projection. Collections are decreased around \$8,605 from the prior year.

LEASE & RENTAL REVENUE

Through September 30, 2024, \$4,058 of lease & rental revenue has been earned. This amount is about \$1,770 more than the year-to-date projection and is about -\$402 more than last fiscal year.

CHARGES FOR SERVICES

Charges for services revenue year-to-date is \$17,007 which is about \$13,640 more than year-to-date projections. Collections are increased approximately -\$15,150 over last fiscal year.

INTERGOVERNMENTAL REVENUE

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

OTHER INCOME

As of September 30, \$70,805 of other income was received. This revenue includes Interest and other miscellaneous one-off revenue that is not received consistently.

INTERFUND ACTIVITY

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



## GENERAL FUND EXPENDITURES

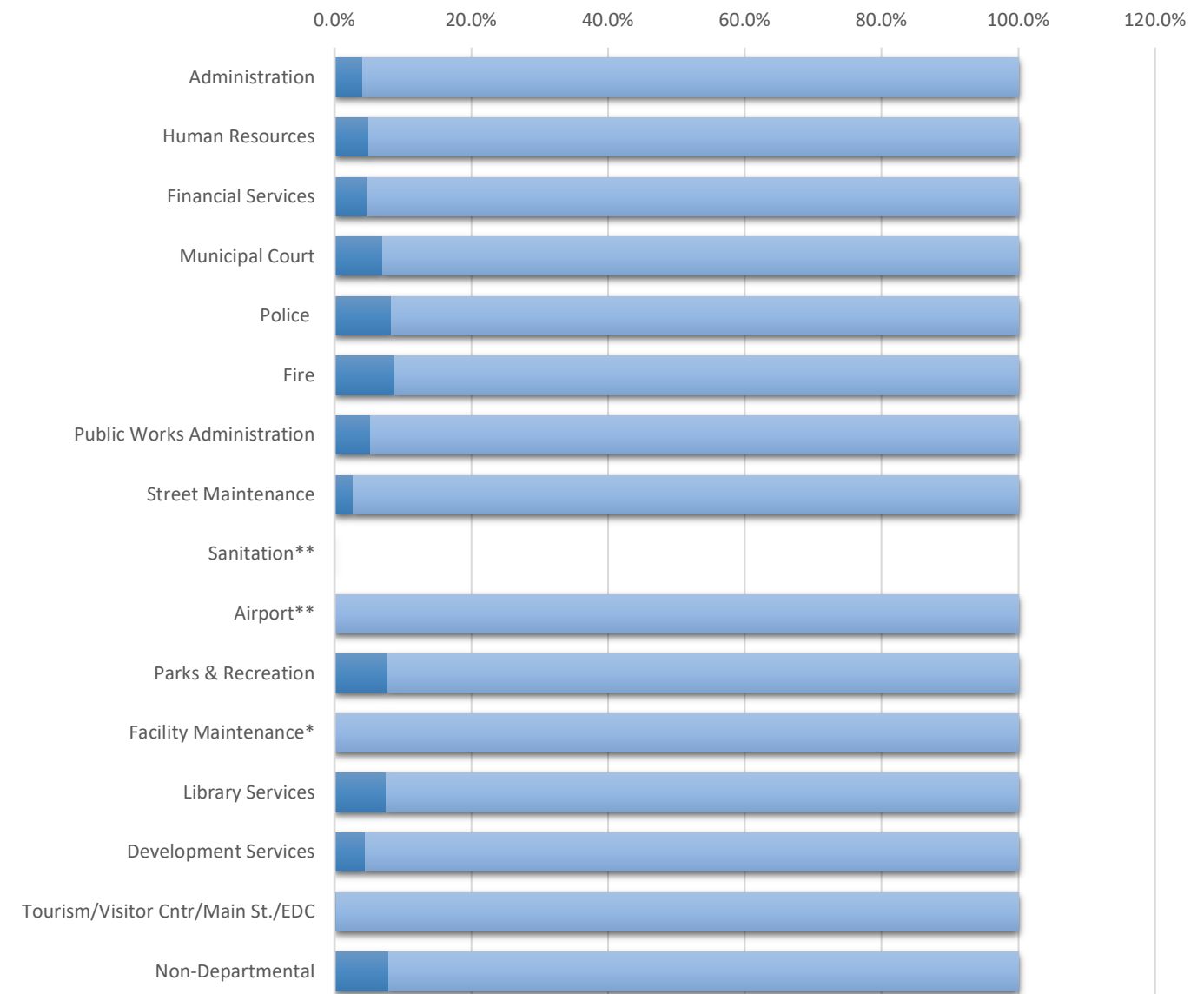
	October 2024			October 2023		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Administration	29,052	\$ 709,031	4.1%	20,259	\$ 719,976	2.8%
Human Resources	16,177	325,311	5.0%	15,113	317,519	4.8%
Financial Services	30,856	641,173	4.8%	77,228	612,524	12.6%
Municipal Court	24,949	355,172	7.0%	30,650	342,447	9.0%
Police	545,966	6,570,756	8.3%	322,080	5,791,066	5.6%
Fire	356,595	4,064,180	8.8%	215,429	3,708,964	5.8%
Public Works Administration	29,620	557,034	5.3%	21,418	426,630	5.0%
Street Maintenance	105,868	3,808,731	2.8%	328,853	3,778,314	8.7%
Sanitation**	300	-	0.0%	-	-	0.0%
Airport**	-	-	0.0%	-	-	0.0%
Parks & Recreation	126,797	1,624,443	7.8%	52,115	1,289,403	4.0%
Facility Maintenance*	-	-	0.0%	-	-	0.0%
Library Services	51,627	683,536	7.6%	26,566	640,220	4.1%
Development Services	25,679	569,035	4.5%	30,781	548,206	5.6%
Tourism/Visitor Cntr/Main St./EDC	45	15,500	0.3%	420	13,950	3.0%
Non-Departmental	131,518	1,671,884	7.9%	323,683	1,765,917	18.3%
Total Expenditures	\$ 1,475,051	\$ 21,595,786	6.8%	\$ 1,464,595	\$ 19,955,136	7.3%

### OVERVIEW

October 31, 2024, marks the beginning of the FY 2025 budget year. The year-to-date budget percentage for budgetary comparison is therefore 8.3%. Year to date expenditures total \$1,475,051 or 6.8% of the budget and are therefore above budgetary expectations. FY 2025 expenditures are increased around \$.01M or 0.71%, over FY 2024.

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

\*\* Department moved to a separate fund.





UTILITY FUND REVENUES

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

	October 2024					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Charges for Services	<div><div></div><div></div><div></div></div>	\$ 897,364	\$ 902,058	99.5%		<div><div></div><div></div><div></div></div>	\$ 897,364	\$ 902,058	99.5%		\$ 897,364	\$ 10,824,697	8.3%		\$ 404,101	\$ 9,125,000	4.4%
Intergovernmental Revenue	<div><div></div><div></div><div></div></div>	-	4,167	0.0%		<div><div></div><div></div><div></div></div>	-	\$ 4,167	0.0%		-	50,000	0.0%		-	15,068,197	0.0%
Other Income	<div><div></div><div></div><div></div></div>	17,614	7,500	234.9%		<div><div></div><div></div><div></div></div>	17,614	\$ 7,500	234.9%		17,614	90,000	19.6%		(15,001)	60,000	-25.0%
Interfund Activity	<div><div></div><div></div><div></div></div>	-	-	0.0%		<div><div></div><div></div><div></div></div>	-	\$ -	0.0%		-	-	0.0%		-	-	0.0%
Total Revenues	<div><div></div><div></div><div></div></div>	\$ 914,978	\$ 913,725	100.1%		<div><div></div><div></div><div></div></div>	\$ 914,978	\$ 913,725	100.1%		\$ 914,978	\$ 10,964,697	8.3%		\$ 389,100	\$ 24,253,197	1.6%

**YEAR-TO-DATE OVERVIEW**  
Total Utility Fund operational revenue of \$914,978 ended October about - \$1,253 less than the year-to-date projection and revenue was decreased about \$525,878 from the same period prior fiscal year.

**WATER AND SEWER CHARGES**  
Revenue totaling \$897,364 was approx \$4,694 less than the year-to-date projection.

**INTERGOVERNMENTAL REVENUE**  
Intergovernmental Revenue is below projected due to a reimbursement from the Upper Neches River Water Authority the generally is deposited in March.

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

**INTERFUND ACTIVITY**  
There has been no interfund activity this year to date.



UTILITY FUND EXPENDITURES

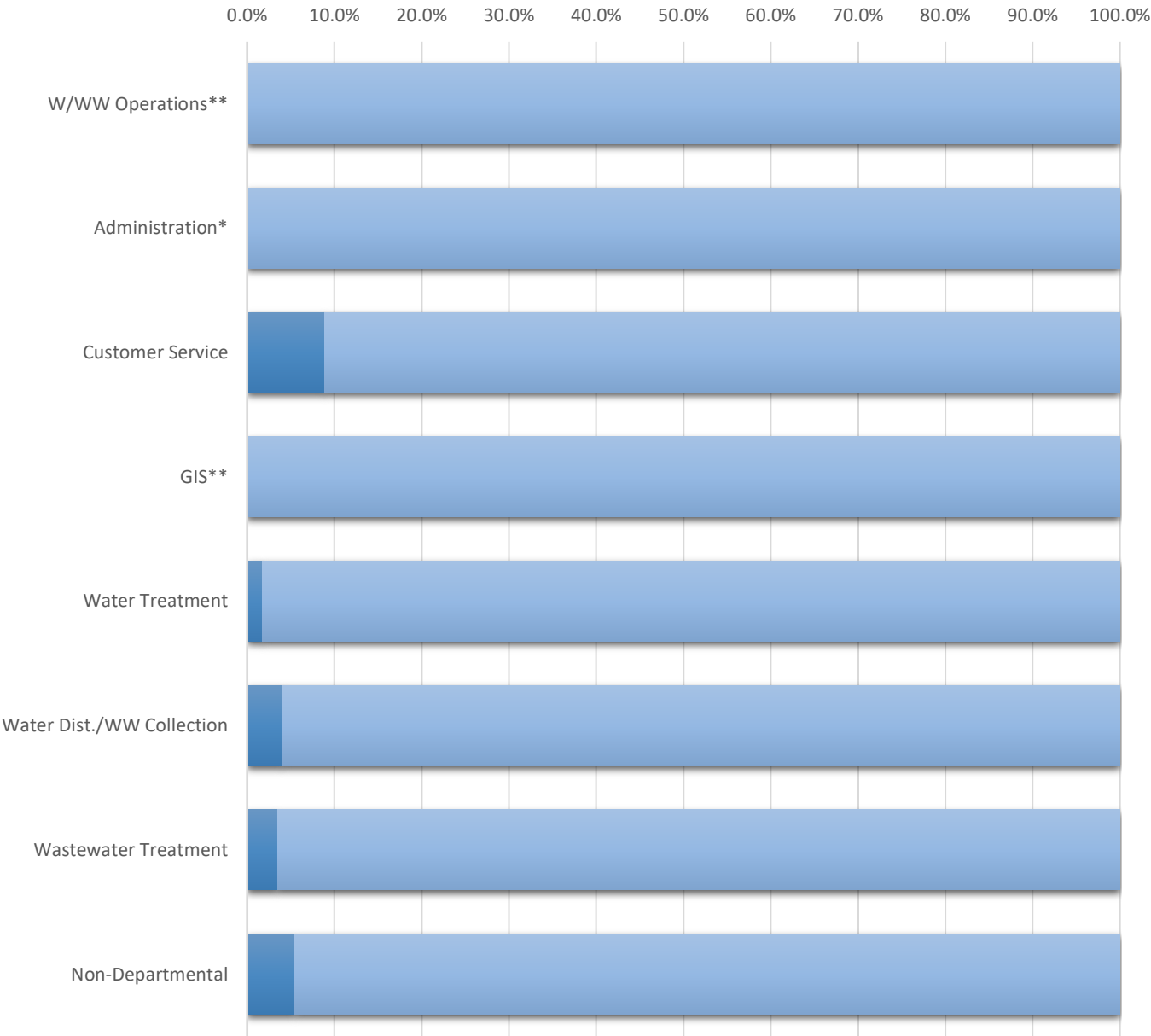
	October 2024			October 2023		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
W/WW Operations**	-	\$ -	0.0%	\$ -	\$ 1,072,148	0.0%
Administration*	-	-	0.0%	\$ -	-	0.0%
Customer Service	60,433	678,547	8.9%	\$ 66,148	626,306	10.6%
GIS**	-	-	0.0%	\$ -	-	0.0%
Water Treatment	60,415	3,481,663	1.7%	\$ 61,375	3,167,893	1.9%
Water Dist./WW Collection	547,383	13,796,350	4.0%	\$ 69,132	13,934,866	0.5%
Wastewater Treatment	82,490	2,385,603	3.5%	\$ 69,074	2,300,351	3.0%
Non-Departmental	184,102	3,351,236	5.5%	\$ 201,644	3,275,259	6.2%
Total Expenditures	\$ 934,824	\$ 23,693,399	3.9%	\$ 467,374	\$ 24,376,823	1.9%

OVERVIEW

October 31, 2024 marks the beginning of the FY 2025 budget year. The year-to-date budget percentage for budgetary comparison is therefore 8.3%. Year to date expenditures total \$934,824 or 3.9% of the budget and are therefore under budgetary expectations. FY 2025 expenditures decreased approximately -\$467,450, or about 100.02%, less than FY 2024. This is due to differences in project completion and invoicing.

\* Department moved to General Fund 010-510

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





		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
<b>010 -GENERAL FUND- DETAIL</b>								
<b>REVENUE</b>								
<b>PROPERTY TAXES</b>								
010-41001	AD VALOREM TAXES - CURRENT	8,991,027	13,036	13,036	0.1%	8,977,991	7,464	5,572
010-41002	PROPERTY TAX DELINQUENT	80,000	5,366	5,366	6.7%	74,634	3,317	2,049
010-41003	PROPERTY TAX PENALTY	90,000	5,495	5,495	6.1%	84,505	3,447	2,048
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>9,161,027</b>	<b>23,896</b>	<b>23,896</b>	<b>0.3%</b>	<b>9,137,131</b>	<b>14,227</b>	<b>9,669</b>
<b>SALES TAX</b>								
010-41010	CITY SALES TAX	5,490,255	414,354	414,354	7.5%	5,075,901	473,604	(59,251)
010-41011	MIXED BEVERAGE TAX	38,170	4,144	4,144	10.9%	34,026	-	4,144
010-41012	CITY SALES TAX - PROP TAX REDU	653,601	51,794	51,794	7.9%	601,807	59,201	(7,406)
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>6,182,026</b>	<b>470,292</b>	<b>470,292</b>	<b>7.6%</b>	<b>5,711,735</b>	<b>532,805</b>	<b>(62,513)</b>
<b>FRANCHISE TAX</b>								
010-41101	FRANCHISE - ELECTRICAL	825,000	-	-	0.0%	825,000	-	-
010-41102	FRANCHISE - GAS	200,000	33,880	33,880	16.9%	166,120	-	33,880
010-41103	FRANCHISE - TELEPHONE	27,000	-	-	0.0%	27,000	-	-
010-41104	FRANCHISE - CABLE TV	15,000	-	-	0.0%	15,000	2,895	(2,895)
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>1,067,000</b>	<b>33,880</b>	<b>33,880</b>	<b>3.2%</b>	<b>1,033,120</b>	<b>2,895</b>	<b>30,985</b>
<b>PERMITS LICENSES AND FEES</b>								
010-41301	BUILDING PERMIT FEES	150,000	72,507	72,507	48.3%	77,493	12,931	59,575
010-41302	ELECTRICAL PERMIT FEES	13,000	4,137	4,137	31.8%	8,863	2,005	2,132
010-41303	PLUMBING PERMIT FEES	10,000	1,155	1,155	11.6%	8,845	1,513	(358)
010-41304	HEALTH PERMITS	55,000	3,025	3,025	5.5%	51,975	-	3,025
010-41305	ALARM PERMITS	5,000	-	-	0.0%	5,000	125	(125)
010-41306	MECHANICAL PERMITS	5,250	210	210	4.0%	5,040	500	(290)
010-41307	FIRE OPERATION PERMITS	205	-	-	0.0%	205	210	(210)
010-41310	OTHER PERMITS	500	-	-	0.0%	500	-	-
010-41311	MERCHANT PERMITS	550	4,676	4,676	850.3%	(4,126)	170	4,506
010-41312	BEVERAGE PERMITS	7,000	-	-	0.0%	7,000	-	-
010-41313	ZONING AND PLAT FEES	8,000	870	870	10.9%	7,130	3,814	(2,944)
010-41315	CONTRACTOR LICENSE	10,000	2,000	2,000	20.0%	8,000	1,875	125
010-41317	RIGHT OF WAY FEES (ROW)	5,000	90	90	1.8%	4,910	112	(22)
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>269,505</b>	<b>88,670</b>	<b>88,670</b>	<b>32.9%</b>	<b>180,835</b>	<b>23,255</b>	<b>65,415</b>
<b>FINES AND WARRANTS</b>								
010-41401	MUNICIPAL COURT FINES	330,000	22,138	22,138	6.7%	307,862	30,860	(8,721)
010-41403	LIBRARY FINES	5,000	299	299	6.0%	4,701	227	72
010-41404	WARRANT SERVICE FEES	120	47	47	39.0%	73	-	47
010-41405	JFCI JUDICIAL FEE - CITY	35	4	4	12.6%	31	5	(0)
010-41406	MUNICIPAL JURY FUND	200	13	13	6.4%	187	15	(2)
010-41411	LIEN REVENUE	-	-	-	0.0%	-	-	-
010-41413	ALARM FINES	-	-	-	0.0%	-	-	-
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>335,355</b>	<b>22,502</b>	<b>22,502</b>	<b>6.7%</b>	<b>312,853</b>	<b>31,106</b>	<b>(8,605)</b>
<b>LEASE/RENTAL REVENUE</b>								
010-41605	OTHER RENTS & LEASES	700	-	-	0.0%	700	-	-
010-41608	FARMERS MARKET RENTS	-	400	400	0.0%	(400)	-	400
010-41611	CELL TOWER RENTAL	26,760	3,658	3,658	13.7%	23,102	4,460	(802)
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>27,460</b>	<b>4,058</b>	<b>4,058</b>	<b>14.8%</b>	<b>23,402</b>	<b>4,460</b>	<b>(402)</b>
<b>CHARGES FOR SERVICE</b>								
010-41706	SALE OF EQUIPMENT	358,182	13,605	13,605	3.8%	344,578	-	13,605



		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010-41712	OPEN RECORD FEE	3,000	606	606	20.2%	2,394	148	458
010-41713	RECREATION FEE	4,000	430	430	10.8%	3,570	580	(150)
010-41715	SANITATION COLLECTION CHARGES	-	-	-	0.0%	-	-	-
010-41720	FIRING RANGE FEE	-	-	-	0.0%	-	-	-
010-41723	SALES TAX DISCOUNT	-	-	-	0.0%	-	-	-
010-41726	POOL PASS FEES	1,200	-	-	0.0%	1,200	-	-
010-41730	RETIREE INSURANCE	30,000	2,359	2,359	7.9%	27,641	729	1,630
010-41734	ATHLETIC FEES	-	-	-	0.0%	-	-	-
010-41735	MAIN STREET REVENUE	-	7	7	0.0%	(7)	400	(393)
*** REVENUE CATEGORY TOTALS ***		396,382	17,007	17,007	4.3%	379,375	1,857	15,150
INTERGOVERNMENTAL REVENUE								
010-41804	STATE & FEDERAL GRANTS	27,000	1,786	1,786	6.6%	25,214	-	1,786
010-41805	EMERGENCY MANAGEMENT REIMB	-	-	-	0.0%	-	-	-
010-41806	COUNTY - LIBRARY	75,000	-	-	0.0%	75,000	-	-
010-41808	TSRA ACCOUNTING SERVICE FEE	1,520	1,520	1,520	100.0%	-	-	1,520
010-41811	PEDC GRANT	-	-	-	0.0%	-	-	-
010-41812	LIBRARY GRANTS	5,000	-	-	0.0%	5,000	-	-
*** REVENUE CATEGORY TOTALS ***		108,520	3,306	3,306	3.0%	105,214	-	3,306
OTHER INCOME								
010-41901	INTEREST REVENUE	400,000	45,011	45,011	11.3%	354,989	46,501	(1,490)
010-41902	INSURANCE RECOVERIES	10,000	8,314	8,314	83.1%	1,686	25	8,289
010-41907	FIRE SUPPRESSION REVENUE	-	-	-	0.0%	-	-	-
010-41910	FIRE RECOVERY REVENUE	-	-	-	0.0%	-	-	-
010-41912	DONATIONS	10,000	17,068	17,068	170.7%	(7,068)	258	16,810
010-41913	LIBRARY LOST/DAMAGED BOOKS	1,000	-	-	0.0%	1,000	116	(116)
010-41916	LOT CLEANUP REIMBURSEMENT	-	-	-	0.0%	-	-	-
010-41918	LIBRARY REVENUE	5,100	279	279	5.5%	4,821	160	119
010-41919	AIRPORT FUEL SALES	-	-	-	0.0%	-	-	-
010-41922	REBATE REVENUE	-	-	-	0.0%	-	-	-
010-41927	TAX SALE EXCESS PROCEEDS	-	-	-	0.0%	-	-	-
010-41923	EMS FUEL SALES	-	-	-	0.0%	-	-	-
010-41924	MISC REVENUE	1,000	133	133	13.3%	867	-	133
010-41926	SCRAP METAL RECOVERY	4,000	-	-	0.0%	4,000	-	-
010-41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
010-41940	CASH OVER/SHORT	-	-	-	0.0%	-	40	(40)
*** REVENUE CATEGORY TOTALS ***		431,100	70,805	70,805	16.4%	360,295	47,099	23,705
INTERFUND ACTIVITY								
010-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
010-49150	TRANSFER FROM OCCUPANCY TAX	31,371	2,614	2,614	8.3%	28,757	2,614	-
010-49215	TRANSFER FROM PEDC	31,371	2,614	2,614	8.3%	28,757	2,614	-
010-49561	TRANSFER FROM UNEMP FUND	-	-	-	0.0%	-	-	-
010-49610	TRSF FROM UTILITY FUND	1,395,000	116,250	116,250	8.3%	1,278,750	99,244	17,006
010-49620	TRANSFER FROM SANITATION	1,232,333	102,694	102,694	8.3%	1,129,638	99,846	2,849
010-49625	TRSF FROM RETAIL FUND	-	-	-	0.0%	-	-	-
010-49819	TRANSFER FROM EMERGENCY FUND	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***		2,690,075	224,173	224,173	8.3%	2,465,902	204,318	19,855
*** TOTAL REVENUE ***		20,668,450	958,589	958,589	4.6%	19,709,861	862,023	96,566
010 -GENERAL FUND- DETAIL EXPENSE								
PERSONNEL								
010-51010	SALARIES & WAGES	8,998,796	613,427	613,427	6.8%	8,385,368	325,220	288,207
010-51011	PART-TIME WAGES	-	-	-	0.0%	-	-	-





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010-51020	OVERTIME	518,658	55,940	55,940	10.8%	462,718	26,963	28,977
010-51021	STEP OVERTIME	-	297	297	0.0%	(297)	-	297
010-51030	LONGEVITY	72,864	2,627	2,627	3.6%	70,237	3,082	(455)
010-51031	CERTIFICATION PAY	302,394	11,380	11,380	3.8%	291,013	12,183	(803)
010-51032	SHIFT PAY	15,600	585	585	3.8%	15,015	639	(54)
010-51033	CAR ALLOWANCE	6,300	473	473	7.5%	5,828	450	23
010-51034	UNIFORM ALLOWANCE	13,848	496	496	3.6%	13,352	429	67
010-51036	CELL PHONE ALLOWANCE	6,000	248	248	4.1%	5,753	296	(49)
010-51037	ON CALL PAY	1,200	190	190	15.8%	1,010	-	190
010-51040	SOCIAL SECURITY	760,129	51,690	51,690	6.8%	708,440	27,581	24,109
010-51050	HEALTH INSURANCE	1,295,721	125,469	125,469	9.7%	1,170,252	161,198	(35,729)
010-51061	WORKER'S COMPENSATION	357,281	27,726	27,726	7.8%	329,555	16,391	11,335
010-51063	UNEMPLOYMENT CLAIMS EXP.	50,000	-	-	0.0%	50,000	-	-
010-51070	RETIREMENT	1,482,642	99,015	99,015	6.7%	1,383,627	51,500	47,514
*** EXPENSE CATEGORY TOTALS ***		13,881,433	989,563	989,563	7.1%	12,891,870	625,933	363,630
SUPPLIES AND MATERIALS								
010-52010	OFFICE SUPPLIES/EQUIPMENT	75,030	1,380	1,380	1.8%	73,650	1,628	(248)
010-52020	POSTAGE	15,455	-	-	0.0%	15,455	76	(76)
010-52030	JANITORIAL SUPPLIES	45,300	307	307	0.7%	44,993	2,729	(2,422)
010-52031	CHEMICALS	4,000	-	-	0.0%	4,000	-	-
010-52032	PLANTS SEED FERTILIZER	2,000	-	-	0.0%	2,000	-	-
010-52040	UNIFORMS/APPAREL	61,000	3,579	3,579	5.9%	57,421	4,477	(898)
010-52050	MEDICAL SUPPLIES	15,100	3,771	3,771	25.0%	11,329	626	3,145
010-52051	ANIMAL MEDICAL SUPPLIES	250	-	-	0.0%	250	-	-
010-52060	PUBLICATIONS	4,158	-	-	0.0%	4,158	-	-
010-52061	SAFETY MATERIALS	6,000	-	-	0.0%	6,000	160	(160)
010-52062	POLICE INFORMANT	3,000	-	-	0.0%	3,000	-	-
010-52070	GASOLINE AND OIL	3,500	-	-	0.0%	3,500	115	(115)
010-52080	SMALL TOOLS/EQUIPMENT	110,625	1,104	1,104	1.0%	109,521	7,986	(6,882)
010-52082	PERS PROTECTIVE EQUIP	30,000	4,281	4,281	14.3%	25,719	584	3,697
010-52083	ARSENAL	18,000	-	-	0.0%	18,000	-	-
010-52084	ELECTION EXPENSE	17,000	-	-	0.0%	17,000	-	-
010-52091	FURNITURE & OFFICE EQUIPMENT	1,000	-	-	0.0%	1,000	-	-
010-52092	COMPUTER EQUIPMENT	-	-	-	0.0%	-	-	-
010-52120	STREET SIGNS	9,000	3,669	3,669	40.8%	5,331	1,748	1,921
010-52130	GARBAGE BAGS	-	-	-	0.0%	-	-	-
010-52201	READING PROGRAM	4,000	-	-	0.0%	4,000	188	(188)
010-52210	MARKETING SUPPLIES	1,800	-	-	0.0%	1,800	-	-
*** EXPENSE CATEGORY TOTALS ***		426,218	18,091	18,091	4.2%	408,127	20,318	(2,227)
PROF/CONTRACTUAL SERV								
010-53010	LEGAL SERVICES	120,000	-	-	0.0%	120,000	-	-
010-53011	LEGAL LITIGATION EXPENSES	50,000	-	-	0.0%	50,000	-	-
010-53012	LEGAL SERVICES - HR RELATED	6,000	-	-	0.0%	6,000	-	-
010-53016	JURY EXPENSE	500	-	-	0.0%	500	-	-
010-53017	MUNICIPAL PROSECUTORS	10,000	-	-	0.0%	10,000	-	-
010-53019	TOWING FEE	1,200	-	-	0.0%	1,200	-	-
010-53020	AUDIT & ACCOUNTING SERVICES	27,225	4,452	4,452	16.4%	22,773	2,619	1,833
010-53021	APPRAISAL DISTRICT	232,000	-	-	0.0%	232,000	-	-
010-53022	TAX ASSESSOR-COLLECTOR	14,000	-	-	0.0%	14,000	-	-
010-53023	RAILROAD WATER LINE LEASE	400	-	-	0.0%	400	-	-
010-53026	CODIFICATION	6,000	-	-	0.0%	6,000	-	-
010-53027	RECORDS MANAGEMENT	1,200	-	-	0.0%	1,200	186	(186)
010-53029	POLY/PSYCH	1,125	-	-	0.0%	1,125	-	-
010-53030	PROFESSIONAL SERVICES	14,350	-	-	0.0%	14,350	1,964	(1,964)
010-53031	CONSULTANT SERVICES	181,600	-	-	0.0%	181,600	3	(3)
010-53033	EMPLOYEE EAP	7,200	-	-	0.0%	7,200	-	-
010-53034	CITY SPONSORED EVENT	25,000	-	-	0.0%	25,000	-	-



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010-53035	MEDICAL/DOCTOR-HOSPITAL	-	-	-	0.0%	-	-	-
010-53037	PRE-EMPLOYMENT SCREENINGS	15,000	385	385	2.6%	14,615	852	(467)
010-53039	CIVIL SERVICE EXAMS	8,000	-	-	0.0%	8,000	-	-
010-53041	CITY ISSUED CELL PHONES	22,780	1,577	1,577	6.9%	21,203	1,470	106
010-53042	CITY ISSUED TABLETS	12,940	690	690	5.3%	12,250	1,063	(373)
010-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
010-53060	DEMOLITION/CLEANUP	5,000	-	-	0.0%	5,000	-	-
010-53070	UNIFORM SERVICES	-	-	-	0.0%	-	-	-
010-53075	RECRUITMENT / RETENTION	5,000	-	-	0.0%	5,000	-	-
010-53076	CERTIFICATION FEES	2,850	-	-	0.0%	2,850	87	(87)
010-53083	POSITION 1 TRAVEL	1,500	225	225	15.0%	1,275	-	225
010-53084	POSITION 2 TRAVEL	1,500	225	225	15.0%	1,275	-	225
010-53085	POSITION 3 TRAVEL	1,500	-	-	0.0%	1,500	-	-
010-53086	POSITION 4 TRAVEL	1,500	225	225	15.0%	1,275	-	225
010-53087	POSITION 5 TRAVEL	1,500	-	-	0.0%	1,500	-	-
010-53088	POSITION 6 TRAVEL	1,500	225	225	15.0%	1,275	-	225
010-53089	MAYOR POSITION TRAVEL	1,500	225	225	15.0%	1,275	-	225
010-53090	IT SUPPORT	75,640	-	-	0.0%	75,640	6,014	(6,014)
010-53095	SOFTWARE MAINTENANCE	429,861	104,387	104,387	24.3%	325,474	95,163	9,224
010-53100	CHAPTER 380 AGREEMENT	-	-	-	0.0%	-	-	-
010-53150	MARKETING SERVICES	500	-	-	0.0%	500	-	-
010-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	101	(101)
010-53310	EQUIPMENT RENTAL/LEASE	29,719	3,047	3,047	10.3%	26,672	365	2,682
010-53311	PRINTER/COPIER LEASE	33,345	-	-	0.0%	33,345	-	-
010-53315	VEHICLE LEASE FEES	687,565	47,003	47,003	6.8%	640,562	30,121	16,882
010-53321	UPRR LEASED LAND	500	-	-	0.0%	500	-	-
010-53331	CONTRACT SERV-HUMANE SOCIETY	35,000	-	-	0.0%	35,000	-	-
010-53333	BUILDING DEMOLITION	60,000	-	-	0.0%	60,000	-	-
010-53334	PESTICIDE SPRAYING	25,000	-	-	0.0%	25,000	-	-
010-53342	DUE TO OMNI	-	-	-	0.0%	-	-	-
010-53343	CHILD SAFETY FEE	-	-	-	0.0%	-	-	-
010-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
010-53503	RETIREE INSURANCE PREMIUMS	30,000	2,343	2,343	7.8%	27,657	2,365	(22)
010-53504	ROLL OFFS	-	-	-	0.0%	-	-	-
010-53505	RESIDENTIAL COLLECTION	-	-	-	0.0%	-	-	-
010-53506	COMMERCIAL COLLECTION	-	-	-	0.0%	-	-	-
010-53508	CITY WIDE CLEAN-UP COLLECTION	-	300	300	0.0%	(300)	-	300
010-53509	MEMBERSHIPS & SUBSCRIPTIONS	48,183	9,028	9,028	18.7%	39,155	1,103	7,925
010-53510	TRAVEL AND TRAINING	173,354	277	277	0.2%	173,077	9,556	(9,279)
010-53511	ADVERTISING	15,250	28	28	0.2%	15,223	28	-
010-53512	PRINTING SERVICES	6,900	708	708	10.3%	6,192	-	708
010-53513	MERCHANT CR CRD PROCESSING	24,500	4,104	4,104	16.8%	20,396	2,194	1,910
010-53514	TML INSURANCE	211,058	-	-	0.0%	211,058	208,745	(208,745)
010-53515	INSURANCE AND BONDS	500	-	-	0.0%	500	-	-
010-53516	LIFE, DISABILITY, AD & D PREM	-	4,239	4,239	0.0%	(4,239)	4,290	(51)
010-53517	CONTRACTUAL SERVICES	166,295	10,329	10,329	6.2%	155,966	9,156	1,173
010-53518	CITY POOL	146,020	3,766	3,766	2.6%	142,254	-	3,766
010-53520	JANITORIAL SERVICES	67,753	312	312	0.5%	67,441	325	(13)
*** EXPENSE CATEGORY TOTALS ***		3,046,813	198,102	198,102	6.5%	2,848,712	377,768	(179,667)
MAINTENANCE & REPAIR								
010-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	337,372	47,697	47,697	14.1%	289,675	12,596	35,101
010-54011	PLANTER BOXES-MAINTENANCE	200	-	-	0.0%	200	-	-
010-54020	STREET MAINTENANCE	200,000	12,846	12,846	6.4%	187,154	265,222	(252,376)
010-54022	CONCRETE REPAIR	20,000	11,960	11,960	59.8%	8,040	-	11,960
010-54110	MOTOR VEHICLE REPAIRS	78,100	3,210	3,210	4.1%	74,890	5,865	(2,656)
010-54120	EQUIPMENT REPAIR/MAINT EXP	49,200	2,076	2,076	4.2%	47,124	3,294	(1,218)
010-54121	GREEN'S PARK PORTABLE	-	-	-	0.0%	-	339	(339)
010-54125	LADDER TESTING	2,000	-	-	0.0%	2,000	-	-
010-54130	AIR PACK TESTING	1,500	-	-	0.0%	1,500	-	-



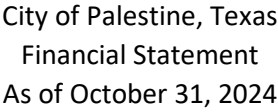


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010-54135	PUMP TESTING	1,600	-	-	0.0%	1,600	-	-
010-54140	JAWS TESTING	4,400	-	-	0.0%	4,400	-	-
*** EXPENSE CATEGORY TOTALS ***		694,372	77,788	77,788	11.2%	616,584	287,316	(209,528)
UTILITIES								
010-54500	UTILITIES - ELECTRIC	489,800	-	-	0.0%	489,800	-	-
010-54501	UTILITIES - WATER/SEWER	57,700	4,385	4,385	7.6%	53,315	6,003	(1,618)
010-54502	UTILITIES - GAS	16,500	874	874	5.3%	15,626	722	152
010-54503	PHONES/INTERNET	74,756	6,011	6,011	8.0%	68,745	8,841	(2,830)
010-54504	CITY POOL ELECTRIC	8,000	-	-	0.0%	8,000	-	-
*** EXPENSE CATEGORY TOTALS ***		646,756	11,269	11,269	1.7%	635,486	15,566	(4,297)
OTHER/MISC.								
010-55001	EMPLOYEE APPRECIATION	10,000	-	-	0.0%	10,000	100	(100)
010-55002	EVENTS & PROMOTIONS	5,000	-	-	0.0%	5,000	-	-
010-55200	MEETING MEALS	2,650	-	-	0.0%	2,650	32	(32)
010-55202	ANIMAL FOOD	200	-	-	0.0%	200	-	-
010-55203	CHRISTMAS ACTIVITIES	1,500	-	-	0.0%	1,500	-	-
010-55409	EMERGENCY RESPONSE EXP	-	-	-	0.0%	-	-	-
010-55411	DONATION FUNDED EXPENSE	10,000	8,356	8,356	83.6%	1,644	534	7,821
*** EXPENSE CATEGORY TOTALS ***		29,350	8,356	8,356	28.5%	20,994	666	7,689
CAPITAL OUTLAY								
010-58030	IMPROVEMENTS	-	-	-	0.0%	-	-	-
010-58040	VEHICLES & EQUIPMENT	467,500	30,184	30,184	6.5%	437,317	-	30,184
010-58060	COMPUTER SOFTWARE	-	-	-	0.0%	-	-	-
010-58070	LIBRARY BOOKS	50,000	4,928	4,928	9.9%	45,072	-	4,928
*** EXPENSE CATEGORY TOTALS ***		517,500	35,112	35,112	6.8%	482,389	-	35,112
INTERFUND ACTIVITY								
010-59240	TRANSFER TO AIRPORT FUND	307,633	25,636	25,636	8.3%	281,997	25,636	-
010-59283	TRANS TO HOME GRANT FUND-283	-	-	-	0.0%	-	-	-
010-59310	TRANSFER TO DEBT SERVICE FUND	1,054,225	87,852	87,852	8.3%	966,373	79,128	8,724
010-59511	TRSF TO VEH/EQUIP FUND	-	-	-	0.0%	-	-	-
010-59570	TRANSFER TO FLEET FUND	553,550	23,282	23,282	4.2%	530,268	32,520	(9,238)
*** EXPENSE CATEGORY TOTALS ***		1,915,408	136,770	136,770	7.1%	1,778,638	137,284	(514)
*** TOTAL EXPENSE ***		\$ 21,157,850	\$ 1,475,051	\$ 1,475,051	7.0%	\$ 19,682,799	\$ 1,464,853	\$ 10,198
310 -DEBT SERVICE FUND- DETAIL								
REVENUE								
310-41001	AD VALOREM TAXES - CURRENT	429,656	746	746	0.2%	428,910	289	456
310-41002	DELINQUENT TAX REVENUE	25,680	703	703	2.7%	24,977	718	(14)
310-41003	PENALTY & INTEREST TAXES	22,229	593	593	2.7%	21,636	466	128
310-41901	INTEREST REVENUE	1,500	53	53	3.5%	1,447	371	(319)
310-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
310-49010	TRANSFER FROM GENERAL FUND	1,054,225	87,852	87,852	8.3%	966,373	79,128	8,724
310-49610	TRSF FROM UTILITY FUND	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		1,533,290	89,947	89,947	5.9%	1,443,343	80,972	8,975
310 -DEBT SERVICE FUND- DETAIL								
EXPENSE								
310-53030	PROFESSIONAL SERVICES	-	-	-	0.0%	-	-	-
310-53045	COMPLIANCE REPORTING	3,500	-	-	0.0%	3,500	-	-
310-55412	AGENT FEES	-	-	-	0.0%	-	-	-



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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
310-56024	PRINCIPAL- BONDED DEBT	425,833	-	-	0.0%	425,833	-	-
310-56025	PRINCIPAL - CAPITAL LEASE	230,379	165,815	165,815	72.0%	64,564	161,819	3,996
310-56050	INTEREST- BONDED DEBT	913,327	-	-	0.0%	913,327	-	-
310-56051	INTEREST- CAPITAL LEASE	20,331	16,071	16,071	79.0%	4,261	20,066	(3,996)
310-56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	1,556	(1,556)
*** TOTAL EXPENSE ***		\$ 1,593,370	\$ 181,886	\$ 181,886	11.4%	\$ 1,411,485	\$ 183,442	\$ (1,556)
610 -WATER & WASTEWATER FUND - DETAIL								
REVENUE								
610-41706	SALE OF EQUIPMENT	91,713	-	-	0.0%	91,713	-	-
610-41709	WATER METERED SALES	5,748,650	519,254	519,254	9.0%	5,229,397	230,463	288,790
610-41710	METER REPLACEMENT FEE	-	-	-	0.0%	-	-	-
610-41711	SEWER SERVICE CHARGES	4,550,533	351,183	351,183	7.7%	4,199,350	142,411	208,773
610-41716	BULK WATER SALES	1,000	-	-	0.0%	1,000	-	-
610-41717	SEWER SURCHARGE	-	-	-	0.0%	-	-	-
610-41718	WATER TAPS	45,000	1,795	1,795	4.0%	43,205	4,419	(2,623)
610-41719	SEWER TAPS	45,000	-	-	0.0%	45,000	-	-
610-41724	SERVICE FEES	120,000	7,865	7,865	6.6%	112,135	8,499	(634)
610-41725	TAMPERING FEES	1,800	150	150	8.3%	1,650	-	150
610-41727	SEPTAGE FEES AND OTHER	30,000	1,553	1,553	5.2%	28,448	2,658	(1,106)
610-41728	REBATE - COMPOST FACILITY	20,000	-	-	0.0%	20,000	-	-
610-41732	MISC. CHARGES THRU WATER BILLS	1,000	66	66	6.6%	934	(902)	968
610-41733	PENALTY WATER BILLINGS	170,000	15,498	15,498	9.1%	154,502	16,553	(1,055)
610-41804	STATE & FEDERAL GRANTS	-	-	-	0.0%	-	-	-
610-41815	UNMWA REIMB.	50,000	-	-	0.0%	50,000	-	-
610-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
610-41901	INTEREST REVENUE	90,000	17,614	17,614	19.6%	72,386	14,534	3,080
610-41902	INSURANCE RECOVERIES	-	-	-	0.0%	-	(29,536)	29,536
610-41903	BOND SALE PREMIUM	-	-	-	0.0%	-	-	-
610-41924	MISC REVENUE	-	-	-	0.0%	-	-	-
610-41926	SCRAP METAL RECOVERY	-	-	-	0.0%	-	-	-
610-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
610-49620	TRANSFER FROM SANITATION	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		10,964,697	914,978	914,978	8.3%	10,049,718	389,100	525,878
610 -WATER & WASTEWATER FUND - DETAIL								
EXPENSE								
PERSONNEL								
610-51010	SALARIES & WAGES	1,401,735	102,041	102,041	7.3%	1,299,694	53,860	48,182
610-51020	OVERTIME	164,720	15,768	15,768	9.6%	148,952	8,873	6,894
610-51030	LONGEVITY	6,768	278	278	4.1%	6,490	318	(40)
610-51031	CERTIFICATION PAY	28,800	1,170	1,170	4.1%	27,630	2,323	(1,153)
610-51032	SHIFT PAY	3,600	180	180	5.0%	3,420	161	19
610-51034	UNIFORM ALLOWANCE	6,451	227	227	3.5%	6,224	235	(8)
610-51036	CELL PHONE ALLOWANCE	6,600	248	248	3.8%	6,353	348	(101)
610-51037	ON CALL PAY	-	1,655	1,655	0.0%	(1,655)	-	1,655
610-51040	SOCIAL SECURITY	122,550	9,191	9,191	7.5%	113,358	4,934	4,257
610-51050	HEALTH INSURANCE	296,089	30,228	30,228	10.2%	265,861	38,930	(8,701)
610-51061	WORKER'S COMPENSATION	57,211	5,226	5,226	9.1%	51,986	2,703	2,523
610-51070	RETIREMENT	239,769	17,406	17,406	7.3%	222,363	9,281	8,125
*** EXPENSE CATEGORY TOTALS ***		2,334,293	183,617	183,617	7.9%	2,150,676	121,965	61,652
SUPPLIES AND MATERIALS								
610-52010	OFFICE SUPPLIES/EQUIPMENT	5,700	-	-	0.0%	5,700	-	-
610-52020	POSTAGE	35,900	5,000	5,000	13.9%	30,900	5,025	(25)
610-52030	JANITORIAL SUPPLIES	2,600	-	-	0.0%	2,600	-	-
610-52031	CHEMICALS	500,000	8,076	8,076	1.6%	491,924	5,590	2,486

OTHER/MISC.



		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
610-55005	TCEQ PERMITTING	65,000	2,015	2,015	3.1%	62,985	-	2,015
610-55030	BAD DEBT EXPENSE	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		65,000	2,015	2,015	3.1%	62,985	-	2,015
REVENUE BOND PRINCIPAL PAYMENT								
610-56005	REVENUE BOND PRIN PAYMENT	760,000	-	-	0.0%	760,000	-	-
610-56009	CERT OBLIG PRIN PAYMENT	327,167	-	-	0.0%	327,167	-	-
610-56025	PRINCIPAL - CAPITAL LEASE	63,417	63,417	63,417	100.0%	-	61,955	1,462
610-56050	INTEREST- BONDED DEBT	713,641	-	-	0.0%	713,641	(110,179)	110,179
610-56051	INTEREST- CAPITAL LEASE	1,497	1,497	1,497	100.0%	-	2,959	(1,462)
610-56054	PAY/ESCROW AGENT FEES	2,000	-	-	0.0%	2,000	750	(750)
*** EXPENSE CATEGORY TOTALS ***		1,867,722	64,914	64,914	3.5%	1,802,808	(44,515)	109,429
CAPITAL OUTLAY								
610-58030	IMPROVEMENTS	12,659,550	440,518	440,518	3.5%	12,219,032	(21,935)	462,453
610-58040	VEHICLES & EQUIPMENT	404,000	-	-	0.0%	404,000	-	-
610-58044	COMMUNICATION EQUIPMENT	50,000	1,712	1,712	3.4%	48,288	-	1,712
610-58046	LIFT STATION REPLACEMENT	1,146,800	-	-	0.0%	1,146,800	-	-
*** EXPENSE CATEGORY TOTALS ***		14,260,350	442,230	442,230	3.1%	13,818,120	(21,935)	464,165
INTERFUND ACTIVITY								
610-59010	TRANSFER TO/FROM GENERAL FUND	1,395,000	116,250	116,250	8.3%	1,278,750	99,244	17,006
610-59570	TRANSFER TO FLEET FUND	158,700	19,236	19,236	12.1%	139,464	12,566	6,670
*** EXPENSE CATEGORY TOTALS ***		1,553,700	135,486	135,486	8.7%	1,418,214	111,810	23,676
*** TOTAL EXPENSE ***		\$ 24,365,188	\$ 934,824	\$ 934,824	3.8%	\$ 23,430,364	\$ 467,374	\$ 467,450
620-SANITATION FUND- DETAIL								
REVENUE								
620-41715	SANITATION COLLECTION CHARGES	3,160,569	266,615	266,615	8.4%	2,893,954	108,133	158,482
620-41721	COLLECTION BAG SALES	20,000	1,366	1,366	6.8%	18,634	1,130	236
620-41722	CLEAN STREETS PROGRAM	166,233	14,010	14,010	8.4%	152,223	14,116	(105)
620-41723	SALES TAX DISCOUNT	600	-	-	0.0%	600	86	(86)
620-41729	ROLL OFF CHARGES	721,313	101,719	101,719	14.1%	619,593	63,003	38,717
620-41901	INTEREST REVENUE	7,000	137	137	2.0%	6,863	-	137
620-41902	INSURANCE RECOVERIES	-	-	-	0.0%	-	-	-
620-41922	REBATE REVENUE	15,000	-	-	0.0%	15,000	-	-
620-41924	MISC REVENUE	-	-	-	0.0%	-	-	-
620-41926	SCRAP METAL RECOVERY	-	-	-	0.0%	-	-	-
620-49010	TRANSFER FROM GENERAL FUND	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		4,090,715	383,848	383,848	9.4%	3,706,867	186,468	197,380
620-SANITATION FUND- DETAIL								
EXPENSE								
SUPPLIES AND MATERIALS								
620-52080	SMALL TOOLS/EQUIPMENT	500	-	-	0.0%	500	-	-
620-52130	GARBAGE BAGS	10,000	-	-	0.0%	10,000	-	-
*** EXPENSE CATEGORY TOTALS ***		10,500	-	-	0.0%	10,500	-	-
PROF/CONTRACTUAL SERV								
620-53504	ROLL OFFS	453,932	-	-	0.0%	453,932	41,453	(41,453)
620-53505	RESIDENTIAL COLLECTION	808,000	-	-	0.0%	808,000	73,698	(73,698)
620-53506	COMMERCIAL COLLECTION	1,456,000	-	-	0.0%	1,456,000	127,684	(127,684)
620-53508	CITY WIDE CLEAN-UP COLLECTION	85,000	-	-	0.0%	85,000	-	-



		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
620-53520	JANITORIAL SERVICES	1,450	-	-	0.0%	1,450	121	(121)
*** EXPENSE CATEGORY TOTALS ***		2,804,382	-	-	0.0%	2,804,382	242,956	(242,956)
MAINTENANCE & REPAIR								
620-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	500	-	-	0.0%	500	-	-
620-54110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		500	-	-	0.0%	500	-	-
OTHER/MISC.								
620-55030	BAD DEBT EXPENSE	20,000	-	-	0.0%	20,000	-	-
620-55599	DEPRECIATION EXPENSE	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		20,000	-	-	0.0%	20,000	-	-
INTERFUND ACTIVITY								
620-59010	TRANSFER TO/FROM GENERAL FUND	1,232,333	102,694	102,694	8.3%	1,129,638	99,846	2,849
620-59570	TRANSFER TO FLEET FUND	23,000	154	154	0.7%	22,846	2,378	(2,224)
*** EXPENSE CATEGORY TOTALS ***		1,255,333	102,849	102,849	8.2%	1,152,484	102,224	625
*** TOTAL EXPENSE ***		\$ 4,090,715	\$ 102,849	\$ 102,849	2.5%	\$ 3,987,866	\$ 345,180	\$ (242,332)





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<b>215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL</b>								
<b>REVENUE</b>								
215-41013	PEDC SALES TAX	\$ 1,325,055	\$ (14,813)	\$ (14,813)	-1.1%	\$ 1,339,868	118,401.10	\$ (133,214)
215-41609	RENT - SUITE B	36,000	3,000	3,000	8.3%	33,000	3,000	-
215-41610	RENT - RESULTS CO	-	-	-	0.0%	-	17,954	(17,954)
215-41807	ETEX FIBER RECAPTURE	400,000	102,400	102,400	25.6%	297,600	99,381	3,019
215-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
215-41901	INTEREST REVENUE	65,000	12,391	12,391	19.1%	52,609	8,637	3,754
215-41932	TAH LOAN PYMT	34,064	2,839	2,839	8.3%	31,225	2,839	-
215-41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
215-41924	MISC REVENUE	\$ -	\$ -	\$ -	0.0%	\$ -	0.00	\$ -
<b>*** TOTAL REVENUE ***</b>		<b>1,860,119</b>	<b>105,817</b>	<b>105,817</b>	<b>5.7%</b>	<b>1,754,302</b>	<b>250,211</b>	<b>(144,394)</b>
<b>215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL</b>								
<b>EXPENSE</b>								
<b>PERSONNEL</b>								
215-51010	SALARIES & WAGES	175,555	12,759	12,759	7.3%	162,796	5,005	7,754
215-51020	OVERTIME	-	-	-	0.0%	-	-	-
215-51030	LONGEVITY	288	11	11	3.8%	277	6	4
215-51031	CERTIFICATION PAY	-	-	-	0.0%	-	-	-
215-51036	CELL PHONE ALLOWANCE	600	23	23	3.8%	578	27	(4)
215-51040	SOCIAL SECURITY	13,817	977	977	7.1%	12,840	385	592
215-51050	HEALTH INSURANCE	24,943	3,014	3,014	12.1%	21,929	2,480	534
215-51061	WORKER'S COMPENSATION	708	52	52	7.4%	655	21	32
215-51070	RETIREMENT	26,124	1,854	1,854	7.1%	24,270	714	1,139
<b>*** EXPENSE CATEGORY TOTALS ***</b>		<b>242,034</b>	<b>18,689</b>	<b>18,689</b>	<b>7.7%</b>	<b>223,345</b>	<b>8,638</b>	<b>10,052</b>
<b>SUPPLIES AND MATERIALS</b>								
215-52010	OFFICE SUPPLIES/EQUIPMENT	4,100	-	-	0.0%	4,100	158	(158)
215-52020	POSTAGE	300	-	-	0.0%	300	-	-
215-52091	FURNITURE & OFFICE EQUIPMENT	2,500	-	-	0.0%	2,500	66	(66)
<b>*** EXPENSE CATEGORY TOTALS ***</b>		<b>6,900</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>6,900</b>	<b>224</b>	<b>(224)</b>
<b>PROF/CONTRACTUAL SERV</b>								
215-53010	LEGAL SERVICES	55,000	-	-	0.0%	55,000	-	-
215-53020	AUDIT & ACCOUNTING SERVICES	5,000	742	742	14.8%	4,258	436	306
215-53030	PROFESSIONAL SERVICES	45,000	-	-	0.0%	45,000	-	-
215-53031	CONSULTANT SERVICES	20,000	-	-	0.0%	20,000	-	-
215-53041	CITY ISSUED CELL PHONES	-	-	-	0.0%	-	-	-
215-53090	IT SUPPORT	1,897	-	-	0.0%	1,897	152	(152)
215-53095	SOFTWARE MAINTENANCE	833	-	-	0.0%	833	65	(65)
215-53150	MARKETING SERVICES	75,000	1,200	1,200	1.6%	73,800	-	1,200
215-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	-	-



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215-53311	PRINTER/COPIER LEASE	3,500	-	-	0.0%	3,500	-	-
215-53315	VEHICLE LEASE FEES	-	-	-	0.0%	-	-	-
215-53330	CITY-PAID EXPENSES	-	-	-	0.0%	-	-	-
215-53500	LEGAL NOTICES	3,000	-	-	0.0%	3,000	-	-
215-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
215-53509	MEMBERSHIPS & SUBSCRIPTIONS	22,250	3,998	3,998	18.0%	18,253	11,228	(7,231)
215-53510	TRAVEL AND TRAINING	10,000	-	-	0.0%	10,000	-	-
215-53512	PRINTING SERVICES	-	-	-	0.0%	-	-	-
215-53514	TML INSURANCE	13,000	-	-	0.0%	13,000	12,135	(12,135)
215-53515	INSURANCE AND BONDS	1,100	-	-	0.0%	1,100	-	-
215-53520	JANITORIAL SERVICES	4,100	-	-	0.0%	4,100	-	-
215-53617	PROJECTS SUPPORT GRANTS	300,000	-	-	0.0%	300,000	-	-
215-53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	-	-	0.0%	25,000	-	-
215-53663	COM DEV GRANT-GENERAL PROGRAM	75,000	-	-	0.0%	75,000	-	-
215-53664	BLDG IMPROVEMENT GRANT PROG	250,000	-	-	0.0%	250,000	-	-
215-53665	PRIOR YEAR BLDG IMPROV GRANTS	67,500	-	-	0.0%	67,500	-	-
*** EXPENSE CATEGORY TOTALS ***		977,180	5,940	5,940	0.6%	971,240	24,017	(18,078)
MAINTENANCE & REPAIR								
215-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	-	-	0.0%	100,000	(14,767)	14,767
215-54120	EQUIPMENT REPAIR/MAINT EXP	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		100,000	-	-	0.0%	100,000	(14,767)	14,767
UTILITIES								
215-54500	UTILITIES - ELECTRIC	78,000	390	390	0.5%	77,610	509	(119)
215-54501	UTILITIES - WATER/SEWER	4,000	-	-	0.0%	4,000	-	-
215-54503	PHONES/INTERNET	3,000	291	291	9.7%	2,709	397	(106)
*** EXPENSE CATEGORY TOTALS ***		85,000	680	680	0.8%	84,320	905	(225)
OTHER/MISC.								
215-55002	EVENTS & PROMOTIONS	-	-	-	0.0%	-	-	-
215-55009	BUSINESS RETENTION/EXPANSION	15,000	-	-	0.0%	15,000	308	(308)
215-55066	COMMUNITY EVENTS	-	-	-	0.0%	-	-	-
215-55067	HOSPITAL DEMOLITION	-	-	-	0.0%	-	-	-
215-55200	MEETING MEALS	3,500	-	-	0.0%	3,500	86	(86)
*** EXPENSE CATEGORY TOTALS ***		18,500	-	-	0.0%	18,500	395	(395)
DEBT SERVICE								
215-56005	REVENUE BOND PRIN PAYMENT	563,374	-	-	0.0%	563,374	(5,687)	5,687
215-56050	INTEREST- BONDED DEBT	168,554	-	-	0.0%	168,554	-	-
215-56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	25,340	(25,340)
*** EXPENSE CATEGORY TOTALS ***		731,928	-	-	0.0%	731,928	19,653	(19,653)



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<b>CAPITAL OUTLAY</b>								
215-58000	CAPITAL OUTLAY	-	-	-	0.0%	-	-	-
<b>*** EXPENSE CATEGORY TOTALS ***</b>		-	-	-	<b>0.0%</b>	-	-	-
<b>INTERFUND ACTIVITY</b>								
215-59010	TRANSFER TO/FROM GENERAL FUND	49,586	2,614	2,614	5.3%	46,972	2,614	-
215-59570	TRANSFER TO FLEET FUND	250	53	53	21.3%	197	-	53
<b>*** EXPENSE CATEGORY TOTALS ***</b>		<b>49,836</b>	<b>2,667</b>	<b>2,667</b>	<b>5.4%</b>	<b>47,169</b>	<b>2,614</b>	<b>53</b>
<b>*** TOTAL EXPENSE ***</b>		<b>\$ 2,211,378</b>	<b>\$ 27,977</b>	<b>\$ 27,977</b>	<b>1.3%</b>	<b>\$ 2,183,401</b>	<b>\$ 41,679</b>	<b>\$ (13,702)</b>





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NON MAJOR FUNDS SUMMARY							
	200	240	250	251	252	260	270
	HOTEL	AIRPORT	MUNICIPAL COURT	MUNICIPAL	MUNICIPAL	PD FORFEITURE FUND	COMMUNITY FOREST
Beginning Fund Balance	\$ 1,393,016	\$ 29,056	\$ 75,562	\$ 55,426	\$ 73,037	\$ 69,664	\$ 2,877
<b>REVENUE</b>							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	-	-	-	-	-
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	646	538	-	-	-
LEASE/RENTAL REVENUE	-	-	-	-	-	-	-
CHARGES FOR SERVICE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	3,857	1,180	283	205	428	513	-
INTERFUND ACTIVITY	-	25,636	-	-	-	-	-
<b>Total</b>	<b>3,857</b>	<b>26,816</b>	<b>928</b>	<b>744</b>	<b>428</b>	<b>513</b>	<b>-</b>
<b>EXPENSE</b>							
PERSONNEL	16,859	-	-	-	-	-	-
SUPPLIES AND MATERIALS	19	-	-	-	-	-	-
PROF/CONTRACTUAL SERV	13,874	168	-	-	-	-	-
MAINTENANCE & REPAIR	-	2,390	-	-	-	-	-
UTILITIES	611	21	-	-	-	-	-
OTHER/MISC.	157	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
INTERFUND ACTIVITY	2,643	386	-	-	-	-	-
<b>Total</b>	<b>34,163</b>	<b>2,965</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Surplus (Deficit)	(30,306)	23,852	928	744	428	513	-
Ending Fund Balance	\$ 1,362,710	\$ 52,908	\$ 76,490	\$ 56,170	\$ 73,465	\$ 70,176	\$ 2,877



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

## NON MAJOR FUNDS SUMMARY

	271	280	290	400	740	770	
	PERPETUAL CEMETERY FUND	GRANTS	STREET MAINTENANCE / REPAIR TAX	GENERAL CIP FUND	EQUIPMENT REPLACEMENT	FLEET FUND	TOTAL NON MAJOR FUNDS
Beginning Fund Balance	\$ 232,103	\$ 21,766	\$ 746,530	\$ 22,084,037	\$ 834,893	\$ (77,634)	\$ 25,540,333
<b>REVENUE</b>							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	(7,406)	-	-	-	(7,406)
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	-	-	-	-	1,184
LEASE/RENTAL REVENUE	-	-	-	-	-	-	-
CHARGES FOR SERVICE	4,000	-	-	-	-	-	4,000
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	539	72	-	45,906	-	-	52,984
INTERFUND ACTIVITY	-	-	-	-	-	43,140	68,776
<b>Total</b>	<b>4,539</b>	<b>72</b>	<b>(7,406)</b>	<b>45,906</b>	<b>-</b>	<b>43,140</b>	<b>119,538</b>
<b>EXPENSE</b>							
PERSONNEL	-	-	-	-	-	16,077	32,936
SUPPLIES AND MATERIALS	-	-	-	-	-	16,110	16,129
PROF/CONTRACTUAL SERV	-	-	-	-	-	-	14,042
MAINTENANCE & REPAIR	1,650	-	18,898	-	-	10,124	33,062
UTILITIES	-	-	-	-	-	829	1,461
OTHER/MISC.	-	-	-	-	-	-	157
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
INTERFUND ACTIVITY	-	-	-	-	-	-	3,029
<b>Total</b>	<b>1,650</b>	<b>-</b>	<b>18,898</b>	<b>-</b>	<b>-</b>	<b>43,140</b>	<b>100,815</b>
Surplus (Deficit)	2,889	72	(26,304)	45,906	-	-	18,722
Ending Fund Balance	\$ 234,992	\$ 21,838	\$ 720,226	\$ 22,129,944	\$ 834,893	\$ (77,634)	\$ 25,559,056



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

	Par Value	Book Value	Market Value	Ratio Market-to-Book Value	
<b>Beginning Balances</b>					
Cash	\$ 15,798,718.63	\$ 15,798,718.63	\$ 15,798,718.63	100.00%	
Investments	37,608,493.58	37,608,493.58	37,608,493.58	100.00%	
<b>Total</b>	<b>\$ 53,407,212.21</b>	<b>\$ 53,407,212.21</b>	<b>\$ 53,407,212.21</b>	<b>100.00%</b>	
<b>Activity</b>					
Cash	(\$250,810.59)	(250,810.59)	(250,810.59)		
Investments					
Net Accretion & Amortization		-	-		
Purchases	250,000.00	250,000.00	250,000.00		
Maturities/Calls		-	-		
Changes to Market Value		-	264,234.34		
Withdrawals/Deposits	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)		
Interest Earnings	91,405.68	91,405.68	91,405.68		
Net Monthly Activity	(\$909,404.91)	(909,404.91)	(645,170.57)		
<b>Ending Balances</b>					
Cash	15,547,908.04	15,547,908.04	15,547,908.04	100.00%	
Investments	36,949,899.26	36,949,899.26	37,214,133.60	100.72%	
<b>Total</b>	<b>\$ 52,497,807.30</b>	<b>\$ 52,497,807.30</b>	<b>\$ 52,762,041.64</b>	<b>100.50%</b>	



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

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Prosperity Bank - Cash	\$2,464,828		\$ 100.000	0.200%	\$2,464,828	\$ 2,464,828	\$ 2,464,828	\$ -	1
N/A	N/A	N/A	BNY Mellon - Cash Reserve	226,975		100.000	0.120%	226,975	226,975	226,975	-	1
N/A	N/A	N/A	TexSTAR - Local Government Investment Pool	5,407,823		100.000	5.040%	5,407,823	5,407,823	5,407,823	-	1
N/A	N/A	N/A	TexSTAR - General Obligation Bond 2014	1,080,314		100.000	5.040%	1,080,314	1,080,314	1,080,314	-	1
N/A	N/A	N/A	FNC - Cash, Money Funds, & Bank Deposits	312,895		100.000	0.010%	312,895	312,895	312,895	-	1
N/A	N/A	N/A	FNC PEDC - Cash, Money Funds, & Bank Deposits	44,700		100.000	0.010%	44,700	44,700	44,700	-	1
1/13/2022	1/13/2025	3130AQGT4	Bond - Federal Home Loan Bank	1,000,000		100.000	1.100%	1,000,000	1,000,000	992,890	(7,110)	74
2/18/2022	2/18/2025	3130AQRN5	Bond - Federal Home Loan Bank	1,000,000		100.000	1.150%	1,000,000	1,000,000	992,160	(7,840)	110
4/5/2022	4/5/2025	14042TFC6	CD - Capital One Bank	250,000		100.000	2.580%	250,000	250,000	247,970	(2,030)	156
2/18/2022	2/18/2025	05580AJ39	CD - BMW Bank North America	200,000		100.000	1.460%	200,000	200,000	198,128	(1,872)	110
1/21/2022	1/21/2025	38149MU35	CD - Goldman Sachs	250,000		100.000	2.080%	250,000	250,000	248,015	(1,985)	82
5/11/2022	5/19/2025	02007GRK1	CD - Ally Bank	250,000		100.000	3.100%	250,000	250,000	248,185	(1,815)	200
5/11/2022	5/19/2025	0258ACS9	CD - American Express	250,000		100.000	3.100%	250,000	250,000	248,205	(1,795)	200
5/11/2022	5/19/2025	140442RRH6	CD - Capital One National Bank	250,000		100.000	3.100%	250,000	250,000	248,205	(1,795)	200
5/11/2022	5/19/2025	61690UJ43	CD - Morgan Stanley Bank	250,000		100.000	3.150%	250,000	250,000	248,250	(1,750)	200
5/11/2022	5/19/2025	61768EJP9	CD - Morgan Stanley Private Bank	250,000		100.000	3.150%	250,000	250,000	248,250	(1,750)	200
5/25/2022	5/27/2025	06740KQN0	CD- Barclays Bank	250,000		100.000	3.050%	250,000	250,000	248,080	(1,920)	208
5/25/2022	5/27/2025	254673E69	CD - Discover Bank	250,000		100.000	3.100%	250,000	250,000	248,150	(1,850)	208
6/30/2022	8/30/2024	87164DTM2	CD - Synovus Bank	-		100.000	3.200%	-	-	-	-	-62
6/30/2022	6/30/2025	90348J4C1	CD - UBS Bank	250,000		100.000	3.300%	250,000	250,000	248,308	(1,693)	242
7/22/2022	7/22/2025	87164XN36	CD - Synchrony Bank	250,000		100.000	3.050%	250,000	250,000	248,108	(1,893)	264
7/25/2022	7/25/2025	32022RRW9	CD - First Financial Bank	250,000		100.000	3.050%	250,000	250,000	247,713	(2,288)	267
9/28/2022	9/29/2025	307811EZ8	CD - Farmers & Merchants Bank	250,000		100.000	3.750%	250,000	250,000	248,918	(1,083)	333



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

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
9/29/2022	9/29/2025	8266GET7	CD - Signature Bank	250,000		100.000	4.050%	250,000	250,000	249,558	(443)	333
9/30/2022	9/30/2025	32112UEC1	CD - First National Bank	250,000		100.000	3.750%	250,000	250,000	248,890	(1,110)	334
9/30/2022	9/30/2025	52470QCA0	CD - Legacy Bank & Trust	250,000		100.000	4.000%	250,000	250,000	249,450	(550)	334
10/7/2022	4/7/2025	84229LAX0	CD - Southern Bank	250,000		100.000	3.740%	250,000	250,000	249,100	(900)	158
10/13/2022	10/14/2025	07815ACD7	CD - Bell St Bank & Trust	250,000		100.000	4.210%	250,000	250,000	249,813	(188)	348
10/14/2022	4/14/2025	620476BB6	CD - Mound City Bank	250,000		100.000	4.160%	250,000	250,000	249,608	(393)	165
10/26/2022	10/28/2024	23204HLJ5	CD - Customers Bank	-		100.000	4.510%	-	-	-	-	-3
10/28/2022	10/28/2025	319477AN5	CD - First Citizens Bank & Trust	250,000		100.000	4.700%	250,000	250,000	251,135	1,135	362
11/15/2022	8/15/2024	66476QDC9	CD - Northern Bank & Trust	-		100.000	4.750%	-	-	-	-	-77
9/20/2019	9/20/2025	182001541	CD - Prosperity Bank	168,579		100.000	1.900%	168,579	168,579	168,579	-	324
9/20/2020	9/20/2024	182001540	CD - Prosperity Bank	165,252		100.000	0.500%	165,252	165,252	165,252	-	-41
9/27/2022	10/15/2024	62384RAQ9	CD - Mountain Amer Cr Un	-		100.000	4.750%	-	-	249,022	249,022	-16
11/23/2022	11/24/2025	849061AA4	CD - Spokane Teachers Cr Un	248,000		100.000	5.000%	248,000	248,000	250,106	2,106	389
11/28/2022	5/28/2024	397129AJ6	CD - Greenwood Cr Un	-		100.000	4.950%	-	-	-	-	-156
11/28/2022	11/28/2025	07181JAX	CD - Baxter Cr Un	248,000		100.000	4.950%	248,000	248,000	249,969	1,969	393
12/30/2022	12/30/2025	01882MAD4	CD - Alliant Cr Un	248,000		100.000	5.100%	248,000	248,000	250,611	2,611	425
12/23/2022	12/23/2024	9497634P8	CD - Wells Fargo Bank (PEDC)	249,000		100.000	4.750%	249,000	249,000	248,958	(42)	53
1/20/2023	7/22/2024	564759RU4	CD - Manufacturers & Traders Tr Co (PEDC)	-		100.000	4.600%	-	-	-	-	-101
1/31/2023	7/31/2024	33651FAH2	CD - First Source Fed Cr Un	-		100.000	4.750%	-	-	-	-	-92
2/15/2023	2/14/2025	369674CJ3	CD - General Electric Cr Un	248,000		100.000	5.000%	248,000	248,000	248,283	283	106
2/24/2023	2/24/2025	87868YAJ2	CD - Technology Cr Un San Jose	248,000		100.000	5.000%	248,000	248,000	248,305	305	116
3/8/2023	3/8/2028	011852AE0	CD - Alaska USA Fed Cr Un	249,000		100.000	4.600%	249,000	249,000	254,189	5,189	1224
3/10/2023	3/10/2028	92891CCZ3	CD - Vystar Cr Un	249,000		100.000	4.550%	249,000	249,000	253,816	4,816	1226



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

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
5/24/2023	5/27/2025	59001PAT6	CD - Meritrust Fed Cr Un	150,000		100.000	5.000%	150,000	150,000	150,866	866	208
5/30/2023	5/30/2025	67054NBG7	CD - Numerica Cr Un	250,000		100.000	5.000%	250,000	250,000	250,940	940	211
6/21/2023	6/22/2026	14919NAA8	CD - Catholic and Community Cr Un	-		100.000	5.300%	-	-	-	-	599
7/14/2023	7/14/2028	91739JAA3	CD - Utah First Fed Cr Un	249,000		100.000	4.750%	249,000	249,000	261,146	12,146	1352
5/12/2023	12/30/2024	3134GXB29	Bond - Federal Home Ln Mtg Corp (CIP)	5,000,000		100.000	4.000%	5,000,000	5,000,000	4,994,700	(5,300)	60
2/16/2024	2/14/2025	3135GAP62	Bond - Federal Natl Mtg Assn (CIP)	-		100.000	5.000%	-	-	-	-	106
2/28/2024	3/1/2027	01025RAP4	SH CTF - Alabama Cr Un	250,000		100.000	4.500%	250,000	250,000	253,023	3,023	851
2/28/2024	3/1/2027	30960QAW7	SH CTF - Farmers Ins Group Fed Cr Un	250,000		100.000	4.500%	250,000	250,000	253,023	3,023	851
4/16/2024	8/31/2025	TSRYS5638348	US Treasury Securities NTS	500,000		100.000	5.000%	500,000	500,000	502,305	2,305	304
6/13/2024	6/14/2027	32026U5Y8	CD - First Fndtn Bk	240,000		100.000	4.900%	240,000	240,000	245,585	5,585	956
6/28/2024	6/28/2027	32023HBT4	CD - First Fed Svgs & Ln	248,000		100.000	5.250%	248,000	248,000	251,730	3,730	970
7/19/2024	7/21/2025	89841MBG1	CD - Trustone Finl Cr Un (PEDC)	248,000		100.000	5.100%	248,000	248,000	249,280	1,280	263
7/22/2024	7/21/2028	19058RAG6	CD - Coastal1 Cr Un	244,000		100.000	4.550%	244,000	244,000	249,261	5,261	1359
7/30/2024	7/30/2029	18507MAD3	CD - Clearpath Fed Cr Un	248,000		100.000	5.400%	248,000	248,000	250,011	2,011	1733
7/31/2024	7/31/2025	291916AQ7	CD - Empower Fed Cr Un (PEDC)	244,000		100.000	5.100%	244,000	244,000	245,340	1,340	273
7/31/2024	8/2/2027	795451DN0	CD - Sallie Mae Bk	250,000		100.000	5.000%	250,000	250,000	253,160	3,160	1005
7/9/2024	1/10/2028	74048CBG6	CD - Premier Cmnty Bk	250,000		100.000	4.450%	250,000	250,000	253,000	3,000	1166
8/23/2024	8/23/2027	44330U3E0	CD - HSBC Bk	250,000		100.000	4.200%	250,000	250,000	249,355	(645)	1026
8/12/2024	8/12/2027	3133ERNT4	Bond - Fed Farm Cr Bk	1,000,000		100.000	4.950%	1,000,000	1,000,000	999,040	(960)	1015
9/13/2024	9/13/2027	87164DXJ4	CD - Synovus Bk	250,000		100.000	4.500%	250,000	250,000	250,070	70	1047
Totals/Weighted Average				\$29,179,366			3.692%	\$29,179,366	\$ 29,179,366	\$ 29,443,543	\$ 264,177	246
Benchmark - 4 Weeks Coupon Equivalent- Treasury Bill Rate							4.820%					



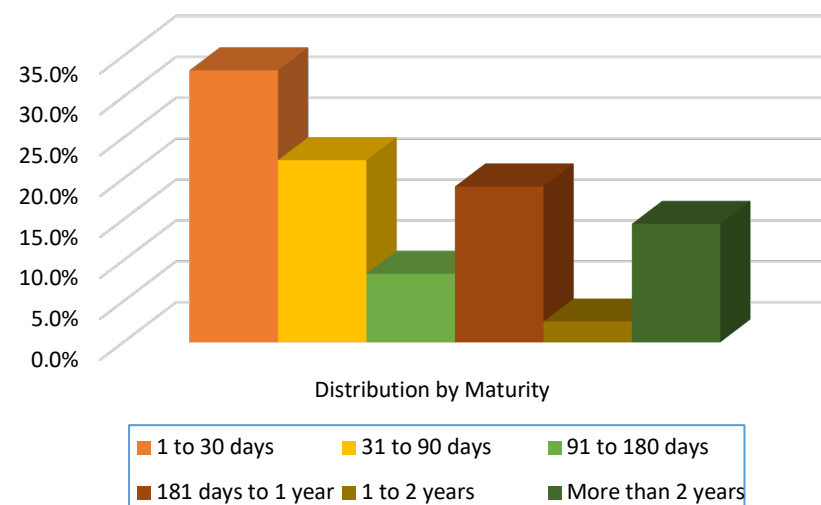
# City of Palestine, Texas

## Summary of Cash and Investment Activity

### For the Month Ending: October 31, 2024

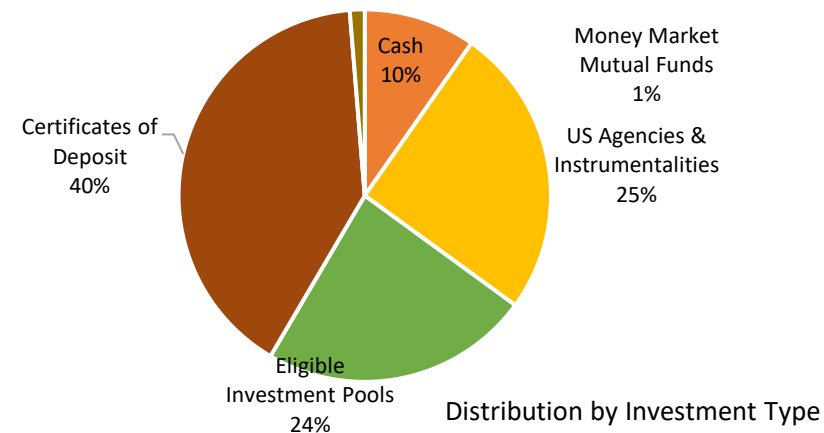
#### Distribution by Maturity

	Par Value	Percent
1 to 30 days	\$9,702,787	33.3%
31 to 90 days	6,499,000	22.3%
91 to 180 days	2,446,000	8.4%
181 days to 1 year	5,560,579	19.1%
1 to 2 years	744,000	2.5%
More than 2 years	4,227,000	14.5%
	<u>\$ 29,179,366</u>	<u>100.0%</u>



#### Distribution by Investment Type

	Book Value	Percent
Cash	\$2,691,803	9.2%
US Agencies & Instrumentalities	7,000,000	24.0%
Eligible Investment Pools	6,488,138	22.2%
Certificates of Deposit	11,141,830	38.2%
US Treasury Bills / Notes / Bonds	1,500,000	5.1%
Money Market Mutual Funds	357,594	1.2%
Repurchase Agreements	-	0.0%
	<u>\$ 29,179,366</u>	<u>100.0%</u>






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

Transaction Information		010	200	215	240	250	251	252
Description	Security Type	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECON. DEV. CORP. (PEDC)	AIRPORT FUND	MUNICIPAL COURT - BLDG. SECURITY	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY
TexSTAR	Investment Pool	\$ 3,098,556	\$ 296,107	\$ 695,982	\$ 91,569	\$ 21,967	\$ 15,947	33,249
FNC/Pershing	Cash, Money Funds, & Bank Dep.	\$ 185,833	\$ 17,759	\$ 86,440	\$ 5,492	\$ 1,317	\$ 956	1,994
CD's	Certificates of Deposit	\$ 6,177,200	\$ 590,311	\$ 2,128,491	\$ 182,550	\$ 43,793	\$ 31,791	66,284
Total of Investments		9,461,588	904,176	2,910,913	279,611	67,078	48,695	101,527
Cash		343,348	325,460	10,147	2,434	1,767	3,684	4,413
Total Investments & Cash		9,804,936	1,229,636	2,921,059	282,046	68,845	52,379	105,940

Transaction Information		260	270	271	280	281	290	310
Description	Security Type	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
TexSTAR	Investment Pool	39,826	(3,689)	41,855	5,622	-	283,803	4,091
FNC/Pershing	Cash, Money Funds, & Bank Dep.	2,389	(221)	2,510	337	-	17,021	245
CD's	Certificates of Deposit	79,395	(7,355)	83,441	11,208	-	565,782	8,156
Total of Investments		121,610	(11,265)	127,806	17,168	-	866,606	12,492
Cash		4,638	32,811	623	-	-	31,448	(409)
Total Investments & Cash		126,248	21,546	128,429	17,168	\$ -	\$ 898,054	12,084

Transaction Information		400	610	620	740	770	TOTAL
Description	Security Type	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION	EQUIPMENT REPLACEMENT FUND	FLEET FUND	
TexSTAR	Investment Pool	1,191,251	643,590	27,250	-	1,163	6,488,138
FNC/Pershing	Cash, Money Funds, & Bank Dep.	6,653	27,165	1,634	-	70	357,594
CD's	Certificates of Deposit	8,359,538	902,978	54,325	-	2,319	19,280,209
Total of Investments		9,557,441	1,573,733	83,209	-	3,553	26,125,941
Cash		129	277,166	3,020	453	12,293	1,053,425
Total Investments & Cash		\$ 9,557,570	\$ 1,850,899	\$ 86,228	\$ 453	\$ 15,845	\$ 27,179,366





City of Palestine, Texas

Summary of Investment Earnings by Fund

For the Month Ending: October 31, 2024

Description	010	200	215	240	250	251	252
	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECONOMIC DEV. CORP. (PEDC)	AIRPORT	MUNICIPAL COURT - BLDG SECURITY FUND	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY FEES
Bank Interest	396.34	37.88	392.87	11.71	2.81	2.04	4.25
TexSTAR	13,482.25	1,288.40	3,028.31	398.43	95.58	69.39	144.67
FNC/Pershing	2,749.84	262.78	760.94	81.26	19.49	14.15	29.51
CD's	21,884.90	2,091.38	7,998.43	646.75	155.15	112.63	234.83
Total	38,513.33	3,680.44	12,180.57	1,138.16	273.04	198.21	\$ 413.26

Description	260	270	271	280	281	290	310
	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
Bank Interest	5.09	(0.47)	5.35	0.72	-	36.30	0.52
TexSTAR	173.29	(16.05)	182.12	24.46	-	1,234.87	17.80
FNC/Pershing	35.34	(3.27)	37.14	4.99	-	251.86	3.63
CD's	281.29	(26.06)	295.62	39.71	-	2,004.48	28.90
Total	495.01	(45.86)	520.24	69.88	-	3,527.52	50.85

Description	400	610	620	740	770	TOTAL
	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION FUND	EQUIPMENT REPLACEMENT FUND	FLEET FUND	
Bank Interest	14.19	329.38	3.49	-	0.15	1,242.62
TexSTAR	45,002.49	2,771.44	118.57	-	5.06	68,021.08
FNC/Pershing	98.45	401.97	24.18	-	1.03	4,773.32
CD's	37,740.11	3,199.12	192.46	-	8.22	76,887.94
Total	\$ 82,855.24	\$ 6,701.91	\$ 338.70	\$ -	\$ 14.46	\$ 150,924.96

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



Andrew Sibai  
Finance Director



Agenda Date: December 9, 2024  
To: City Council  
From: Cassie Ham, Tourism Marketing Manager  
Agenda Item: Tourism Manager's Report - October 2024  
Date Submitted: 12/01/2024

---

**SUMMARY:**

October 2024 Tourism Monthly Report

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

---

**Attachments**

October 2024 Tourism Report



## TOURISM REPORT – OCTOBER 2024

### Hotel Occupancy Income Tax Collected/STR Reporting

	October 2024	October 2023	+/- to Last Year	Year-to-Date
Occupancy	62.1%	64.2%	-3.3%	+12.9%
Average Daily Rate (ADR)	\$95.33	\$85.58	+11.4%	+4.6%
Revenue Per Avail. Room (RevPAR)	\$59.21	\$54.94	+7.8%	+18.1%
Revenue	\$1,299,440	\$1,205,830	+7.8%	+18.1%

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

### Accomplishments, Activities & Successes

- Represented Palestine at the State Fair of Texas for Palestine Day, gave away a Christmas experience package, sponsored by Texas State Railroad, Redlands Hotel and Texas Jailhouse
- Held 4<sup>th</sup> Quarter Hotel & Attraction meeting to discuss best practices on promotion of Palestine as a destination heading into Palestine
- 45<sup>th</sup> annual Hot Pepper Festival in Downtown Palestine

#### Marketing:

- Over 1,200 contacts made at the State Fair of Texas for Palestine's Destination Day on October 16.
- Bulk mailout for Christmas events – over 600 direct mailers sent.
- Launched AlphaMap subscription in partnership with Palestine Economic Development to obtain geo-location data for Palestine attractions and to better quantify the number of overnight stays are generated by each event/business.

#### Main Street

- Attended Texas Downtown Conference in Abilene, TX where Palestine Main Street was awarded a \$5,000 grant for improvements to the Farmer's Market Pavilion.
- Hot Pepper Festival brought approximately 6,000 visitors to downtown the day of October 26, 2024, including vendors, locals and visitors to Palestine.
- Palestine Trade Days relocated to Downtown Palestine
- Downtown Rotary Club volunteered to clean up all the alleys in Downtown Palestine

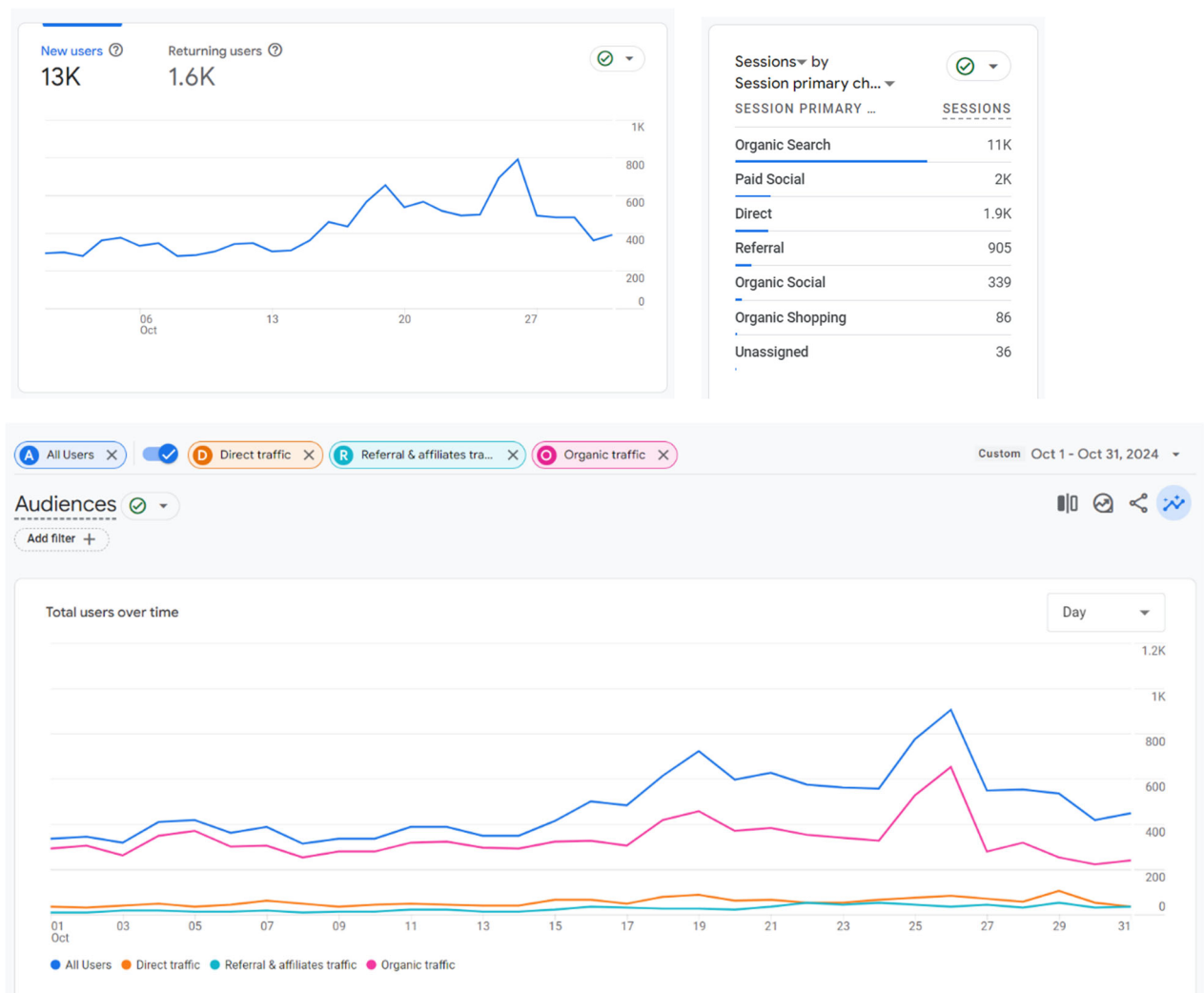
#### Visitor Center

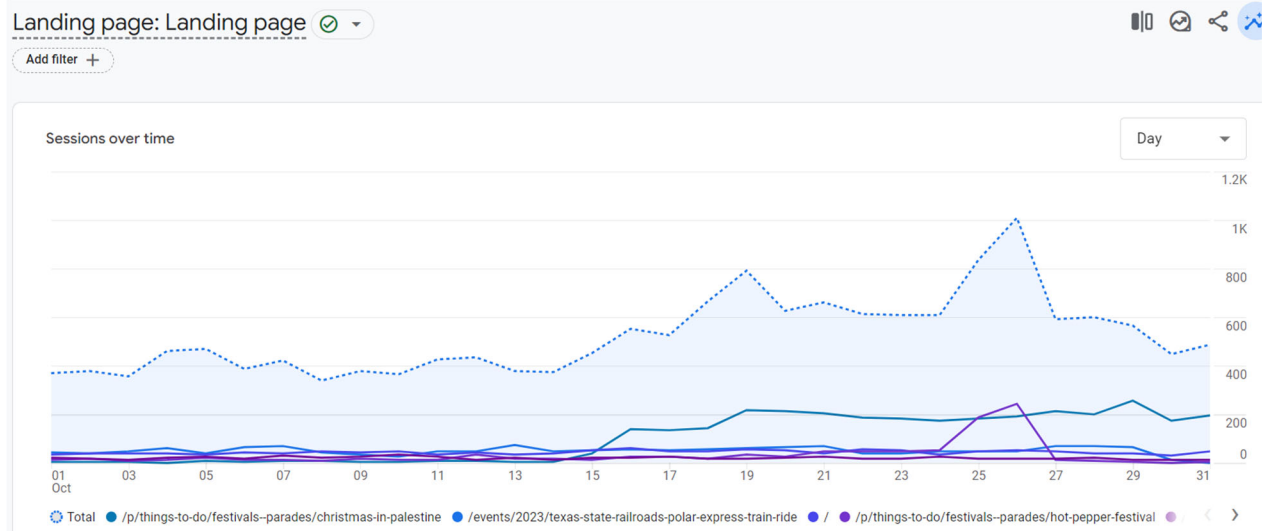
- Updated the fall foliage driving tour for visitors to Palestine to enjoy nature during this season.
- Installed new programmable Christmas lights at the Visitor Center to replace the white lights that were falling.

- Finalized the plans for Christmas decorations for the City of Palestine, in collaboration with Parks and Streets departments.
- In the month of October 2024, we had a total of 159 people physically visit the CVB. Thursday had the highest average number of visitors, closely followed by Friday. Please note: there is an error in this data, as no visitor data was captured on 10/26/24 during the Hot Pepper Festival

## Website Analytics

- Website traffic was slightly higher in October
- Organic traffic is still our highest source of traffic, with 11,000 visits to our website.
- Paid promotional material on social media resulted in 2,000 visits to our website..
- Outlier: October 26, related to the Hot Pepper Festival – with roughly 800 visitors to VisitPalestine.com on that day alone.
- Future projects: as our website traffic is highly mobile based now, we need to ensure our website is totally mobile friendly.





Active users by City ✓

CITY	ACTIVE USERS
Dallas	3.7K
Houston	995
Palestine	592
Austin	375
Fort Worth	230
San Antonio	174
Tyler	168

Active users by Platform / device category ✓

PLATFORM / DEVICE CATE...	ACTIVE USERS
web / mobile	9.9K
web / desktop	3.3K
web / tablet	301
web / smart tv	2

Social Media

Visit Palestine, TX Social Media Report						
Facebook						
Month of 10/01/2024 - 10/31/2024						
TOP PERFORMING POST						
10/25/2024 -Hot Pep Festival	Reach: 22,063	Impressions: 24,582	Interactions: 226	Reactions: 101	Comments: 28	Shares: 94
		Percentages				
REACH						
Total Reach	159,409	47.70%				
Reach Breakdown						
Followers	10,120	3.00%				
Non-Followers	147,620	53.70%				
Organic	68,014	67.50%				
Ads	91,274	35.00%				
FOLLOWERS						
Total Follows	21,613					
Follows	228					
Un-Follows	51					
Net Follows	177	82.50%				
DEMOGRAPHIC						
Women		Men				
18-24	0.90%	18-24	0.50%			
25-34	8.00%	25-34	2.90%			
35-44	17.20%	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						
10/01/2024 - 10/31/2024						
TOP PERFORMING POST						
09/03/2024 - 4J's Promo		Reach: 959	Impressions: 977	Interactions: 48	Reactions: 32	
			Percentages			
REACH						
Total Reach		2,917	0.60%			
Reach Breakdown						
	Organic	2,601	8.10%			
	Ads	362	249.00%			
FOLLOWERS						
Total Follows		8,041				
	Follows	73				
	Un-Follows	58				
Net Follows		15				
DEMOGRAPHIC						
Women			Men			
	18-24	2.70%		18-24	1.70%	
	25-34	16.10%		25-34	6.10%	
	35-44	26.10%		35-44	8.30%	
	45-54	16.80%		45-54	5.40%	
	55-64	8.10%		55-64	2.80%	
	65+	4.50%		65+	1.40%	
TOP CITIES			Percentage of Audience			
Palestine			12.50%			
Houston			6.20%			
San Antonio			3.60%			
Dallas			2.40%			



# 2024-2025 Campaign Summary

Oct 1, 2024 - Oct 31, 2024

## Social Summary



The benchmark for a Social campaign is a Click Through Rate of .9%, your campaign performed 119% better than benchmark. Your top DMA's by CTR were Tyler-Longivew with a CTR of 6.83%, Waco-Temple-Bryan with a CTR of 6.12% and Dallas-Fort Worth with a CTA of 5.89%.

Impressions	Main Clicks	Clicks (All)	CTR (Main Clicks)	CTR (All Clicks)	Reactions	Saves	Shares	Comments	Page Likes	Page Engagement
132,440	2,608	7,543	1.97%	5.70%	851	3	109	41	16	3,628

## Native Summary



The benchmark for a Native campaign is Time on Site at 40 seconds. Your TOS was 51 seconds which exceeded the benchmark by 28% and last year's TOS by 21%. (October 2023) Additionally Native is considered a Display ad and the benchmark for Display is a Click Through Rate of .08%. Your CTR performed 225% above the benchmark for Display.

Impressions	Clicks	CTR	2+ Site Interactions	TOS (Time on Site)
259,022	676	0.26%	722	:51s

## Total October 2024 Campaign Performance

Impressions  
391,462

Clicks (All)  
8,219

CTR (All)  
2.10%

2+ Site Interactions  
722

Page Engagements  
3,628

TOS (Time on Site)  
:51s





Oct 1, 2024 - Oct 31, 2024

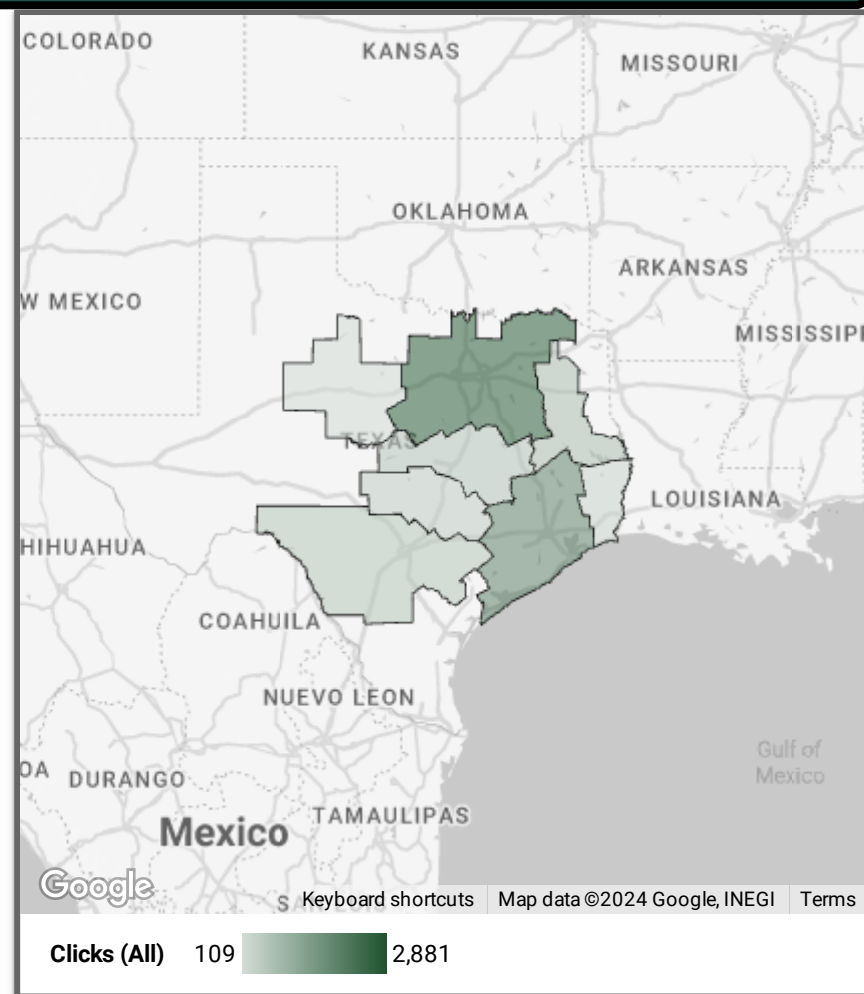
Impressions	Main Clicks	Clicks (All)	CTR (Main Clicks)	CTR (All Clicks)	Reactions	Saves	Shares	Comments	Page Likes	Page Engagement
132,440	2,608	7,543	1.97%	5.70%	851	3	109	41	16	3,628

CTR (Main Clicks)

Date	CTR (Main Clicks)
Oct 16, 2024	2.3%
Oct 17, 2024	2.3%
Oct 18, 2024	2.7%
Oct 19, 2024	2.8%
Oct 20, 2024	2.1%
Oct 21, 2024	2.7%
Oct 22, 2024	2.5%
Oct 23, 2024	2.1%
Oct 24, 2024	2.1%
Oct 25, 2024	1.8%
Oct 26, 2024	2.1%
Oct 27, 2024	1.8%
Oct 28, 2024	1.3%
Oct 29, 2024	1.4%
Oct 30, 2024	1.8%
Oct 31, 2024	1.3%

[illegible]

Ad DMA Region	Imps.	Clicks (All)	CTR (All...)
Tyler-Longview(Lfkn...	10,658	728	6.83%
Waco-Temple-Bryan	9,758	597	6.12%
Dallas-Ft. Worth	48,912	2,881	5.89%
Houston	36,929	2,017	5.46%
Beaumont-Port Arthur	5,107	274	5.37%
San Antonio	10,707	552	5.16%
Austin	7,595	385	5.07%
Abilene-Sweetwater	2,774	109	3.93%



Impressions Main Clicks CTR (Main Clicks)

Age Group	Impressions (K)	Main Clicks (K)	CTR (Main Clicks) (%)
25-34	~5	~0.1	1.38%
35-44	~11	~0.1	1.22%
45-54	~19	~0.1	1.68%
55-64	~40	~0.1	1.80%
65+	~55	~1.5	2.40%

Impressions Main Clicks CTR (Main Clicks)

Category	Impressions	Main Clicks	CTR (Main Clicks)
female	~100K	~2K	2.08%
male	~30K	~1K	1.63%
unknown	~1K	~0.1K	1.82%



Social Creative - Oct 16-Dec 2, 2024

Oct 1, 2024 - Oct 31, 2024



Unwrap the Magic of Palestine, TX\_Santa  
6.71% CTR (All)

Unwrap the Magic of Palestine, TX\_Train  
5.59% CTR (All)



Visit Palestine, Texas

Sponsored · 

Whether you're hopping a ride on the Polar Express or visiting the Grinch at the historic jailhouse, Palestine is a one-of-a-kind Christmas escape.



VISITPALESTINE.COM

Unwrap the Magic of Palestine, TX

Plan Your Visit Today

Learn more

 Like

 Comment

 Share



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Whether you're hopping a ride on the Polar Express or visiting the Grinch at the historic jailhouse, Palestine is a one-of-a-kind Christmas escape.



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Plan Your Visit Today

Learn more

 Like

 Comment

 Share

AJR DIGITAL  
MEDIA  
SOLUTIONS



NATIVE PERFORMANCE

Oct 1, 2024 - Oct 31, 2024

Impressions  
259,022

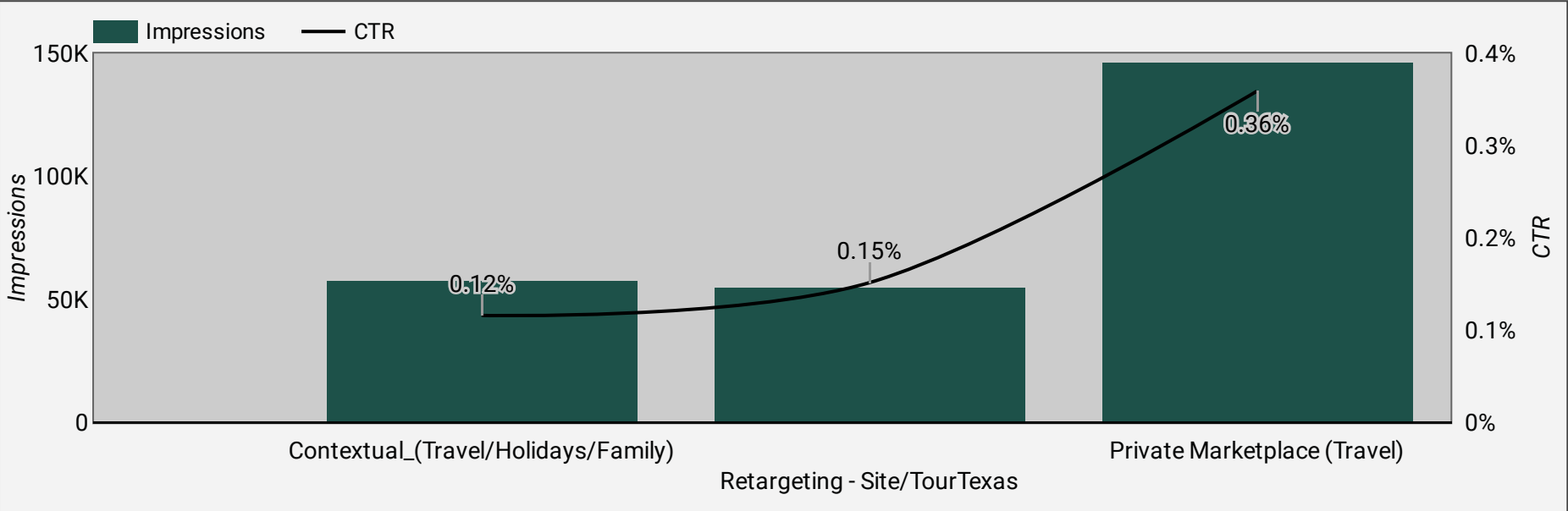
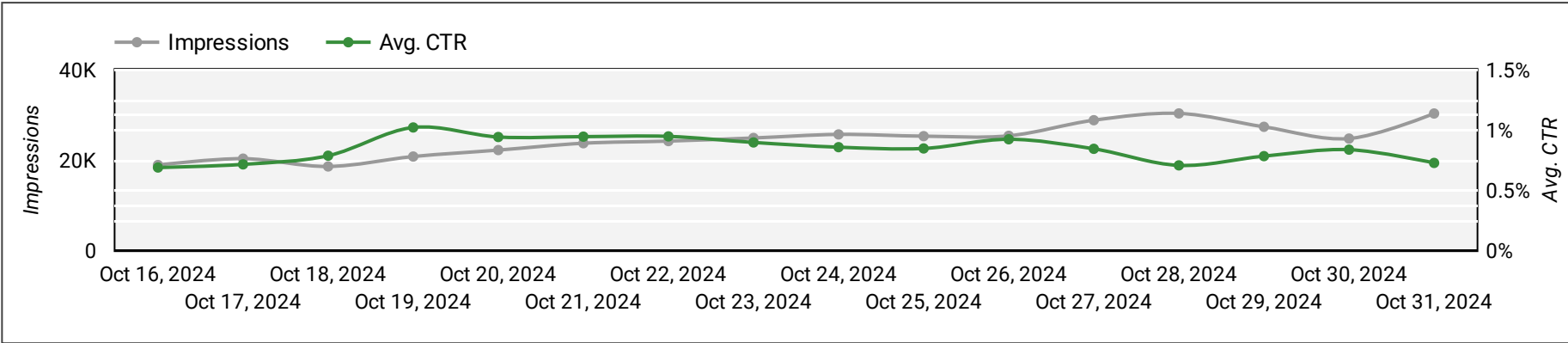
Clicks  
676

CTR  
0.26%

2+ Site Interactions  
722

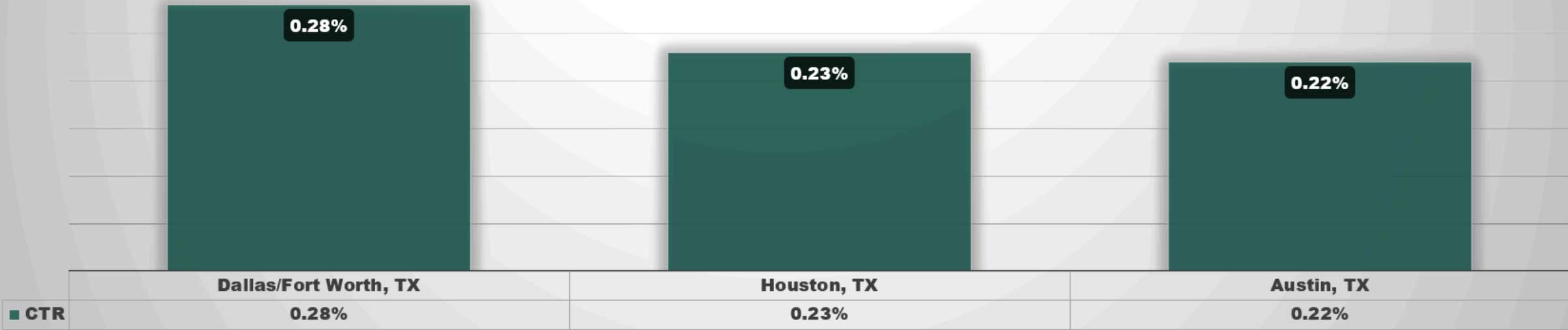
TOS (Time on Site)  
:51s

Strategy	Impressions	Clicks	CTR ▾
Private Marketplace (Travel)	146,474	526	0.36%
Retargeting - Site/TourTexas	54,792	83	0.15%
Contextual_(Travel/Holidays/Family)	57,756	67	0.12%
Grand total	259,022	676	0.26%



Campaign	Creative	Impressions	Clicks	CTR ▾
Palestine_Native_Oct 16-Dec 2, 2024	Visit Palestine_Native Oct-Dec 24_1200x627 _Grinch	64,268	191	0.30%
Palestine_Native_Oct 16-Dec 2, 2024	Visit Palestine_Native Oct-Dec 24_1200x627_Tree	86,043	236	0.27%
Palestine_Native_Oct 16-Dec 2, 2024	Visit Palestine_Native Oct-Dec 24_600x600_Train	70,804	193	0.27%
Palestine_Native_Oct 16-Dec 2, 2024	Visit Palestine_Native Oct-Dec 24_600x600_Santa	37,907	56	0.15%
Grand total		259,022	676	0.26%

Top DMA's by CTR





Visit Palestine\_Native Oct-Dec 24\_ 1200x627 \_Grinch

0.30% CTR



Visit Palestine TX

Unwrap the Magic of Palestine, TX

Whether you're hopping a ride on the Polar Express or visiting the Grinch at the historic jailhouse, Palestine is a one-of-a-kind Christmas escape.

Visit Palestine\_Native Oct-Dec 24\_ 600x600\_Santa

0.15% CTR



Visit Palestine TX

Unwrap the Magic of Palestine, TX

Whether you're hopping a ride on the Polar Express or visiting the Grinch at the historic jailhouse, Palestine is a one-of-a-kind Christmas escape.

Visit Palestine\_Native Oct-Dec 24\_ 600x600\_Train

0.27% CTR



Visit Palestine TX

Unwrap the Magic of Palestine, TX

Whether you're hopping a ride on the Polar Express or visiting the Grinch at the historic jailhouse, Palestine is a one-of-a-kind Christmas escape.

Visit Palestine\_Native Oct-Dec 24\_1200x627\_Tree

0.27% CTR



Visit Palestine TX

Unwrap the Magic of Palestine, TX

Whether you're hopping a ride on the Polar Express or visiting the Grinch at the historic jailhouse, Palestine is a one-of-a-kind Christmas escape.

Native URL ▾

<https://www.visitpalestine.com/p/things-to-do/festivals--parades/christmas-in-palestine>

1 - 1 / 1 < >



Agenda Date: December 9, 2024  
To: City Council  
From: Ana Sanchez, Library Director  
Agenda Item: Library Report-October & November 2024  
Date Submitted: 12/04/2024

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**SUMMARY:**

Review the Library Director's report, including statistics and charts usage report for October and November 2024. Included is the December calendar of events.

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

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**Attachments**

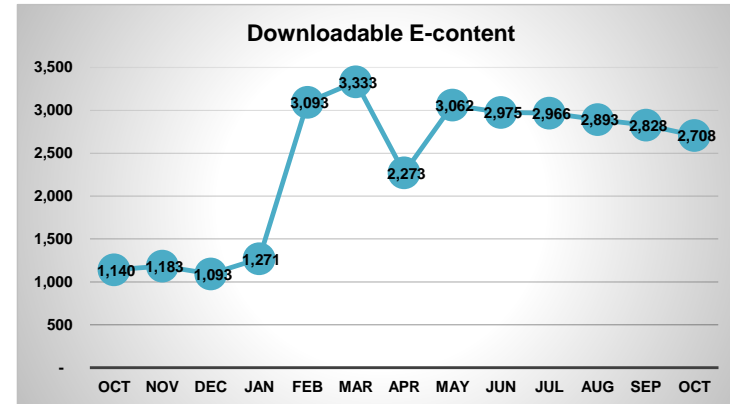
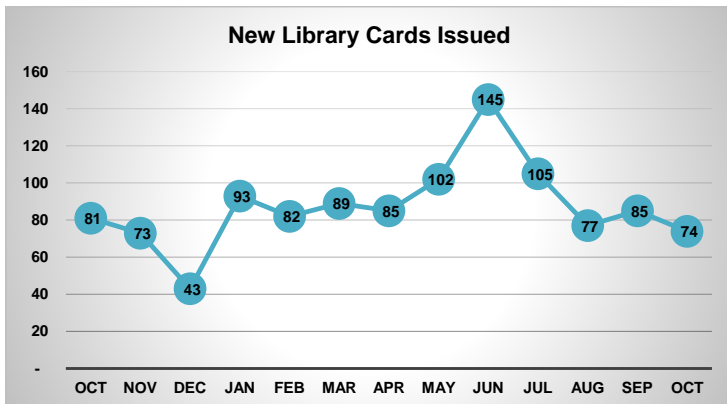
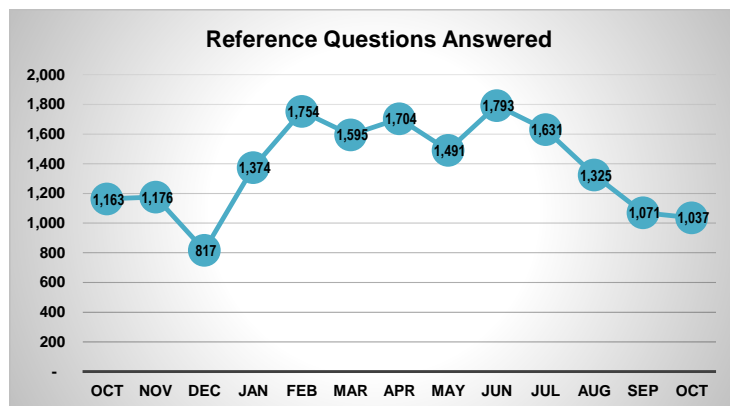
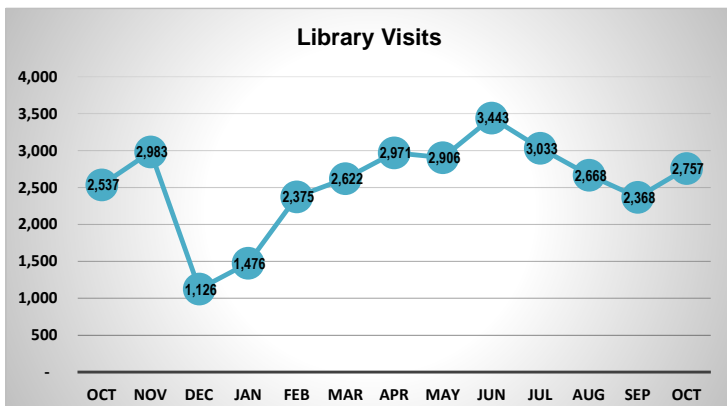
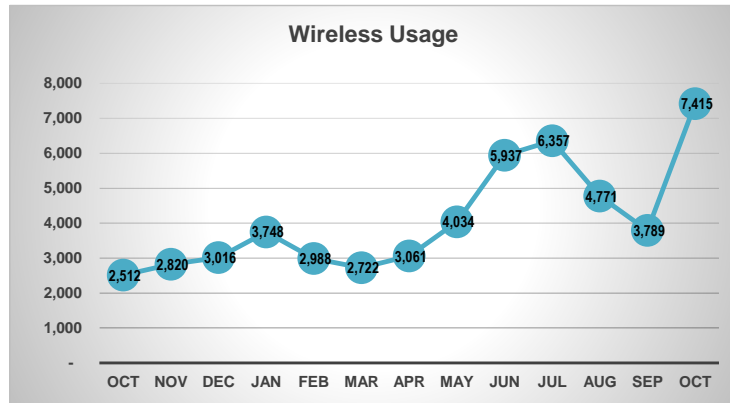
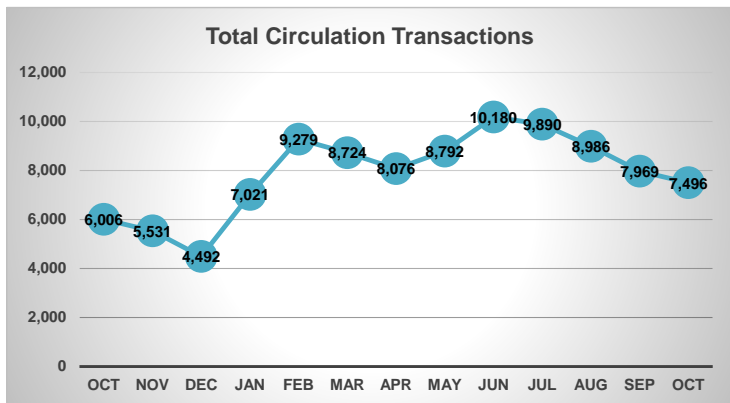
OCT24ST  
OCT24CH  
NOV24ST  
NOV24CH  
DEC24CAL

### Library Usage Report

	2023			2024										
Operating Statistics	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	TOTAL
Items circulated-Physical Materials (includes check out, check in, renewals, in-house)	4,866	4,348	3,399	5,750	6,186	5,391	5,803	5,730	7,205	6,924	6,093	5,141	4,788	71,624
Print	4,257	3,807	2,962	4,750	5,116	4,462	4,978	4,817	6,245	5,865	5,183	4,199	3,917	60,558
Audio	182	146	140	317	294	190	150	180	189	157	126	141	144	2,356
Video	427	395	297	683	776	739	675	733	771	902	784	801	727	8,710
Downloadable audio/ebook usage	1,140	1,183	1,093	1,271	3,093	3,333	2,273	3,062	2,975	2,966	2,893	2,828	2,708	30,818
<b>Total Circulation Transactions</b>	<b>6,006</b>	<b>5,531</b>	<b>4,492</b>	<b>7,021</b>	<b>9,279</b>	<b>8,724</b>	<b>8,076</b>	<b>8,792</b>	<b>10,180</b>	<b>9,890</b>	<b>8,986</b>	<b>7,969</b>	<b>7,496</b>	<b>94,946</b>
Downloadable checkouts as % of total checkouts	18.98%	21.39%	24.33%	18.10%	33.33%	38.20%	28.15%	34.83%	29.22%	29.99%	32.19%	35.49%	36.13%	32.46%
In-House Use	551	362	301	355	501	414	387	501	568	440	359	253	361	5,353
Holds placed on items	44	34	26	38	50	19	24	30	29	35	32	23	24	408
Fines paid	\$ 354.15	\$521.77	\$268.85	\$708.08	\$774.30	\$523.99	\$ 460.91	\$ 638.84	\$ 671.99	\$ 708.70	\$ 377.99	\$ 329.46	\$ 343.19	\$ 6,682.22
Overdue notices sent	302	228	133	172	194	125	143	202	286	426	279	240	308	3,038
Items added	56	64	116	70	242	89	72	60	75	67	52	32	74	1,069
Items deleted	113	205	65	111	350	378	276	11	8	191	234	184	4	2,130
New library cards issued	81	73	43	93	82	89	85	102	145	105	77	85	74	1,134
Reference questions answered	1,163	1,176	817	1,374	1,754	1,595	1,704	1,491	1,793	1,631	1,325	1,071	1,037	17,931
Interlibrary Loan Borrow/Loan	11	11	3	18	17	9	26	10	6	6	13	10	15	155
Library visits	2,537	2,983	1,126	1,476	2,375	2,622	2,971	2,906	3,443	3,033	2,668	2,368	2,757	33,265
Youth/Family programs attendance	226	300	72	69	174	290	416	394	1,141	77	75	190	238	3,662
Adult programs attendance	33	46	80	62	47	67	316	43	29	50	51	78	153	1,055
Computer usage	303	243	199	391	368	519	522	470	546	511	427	476	480	5,455
Wireless usage	2,512	2,820	3,016	3,748	2,988	2,722	3,061	4,034	5,937	6,357	4,771	3,789	7,415	53,170

Program Attendance	
Youth-Passive	0
Youth -Active	232
<b>Total</b>	<b>232</b>
Teen-Passive	0
Teen Active	6
<b>Total</b>	<b>6</b>
Adult-Passive	0
Adult Active	153
<b>Total</b>	<b>153</b>
<b>Total Programs Attendance</b>	<b>391</b>

## 2023-2024 USAGE REPORT





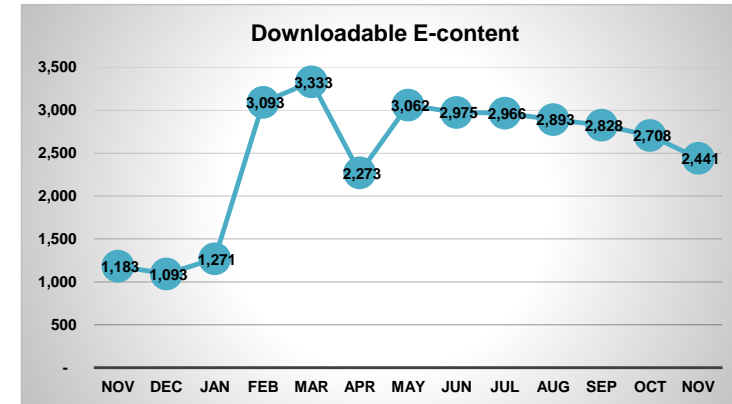
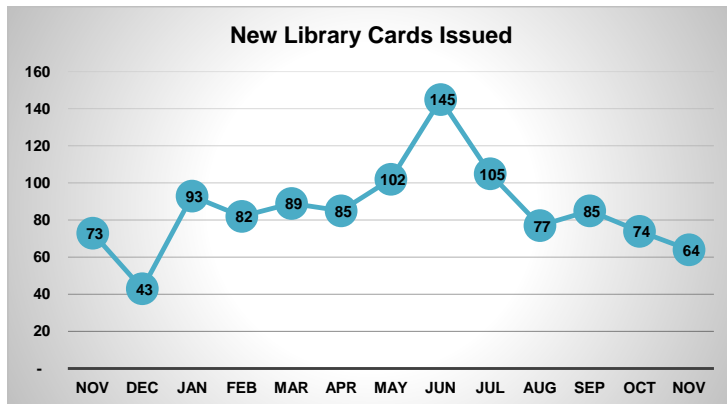
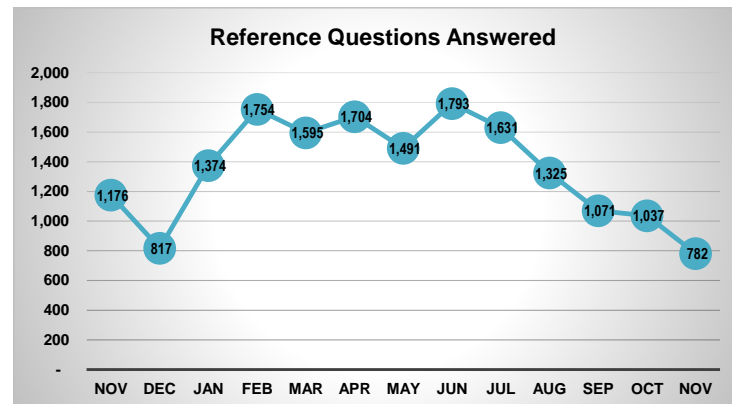
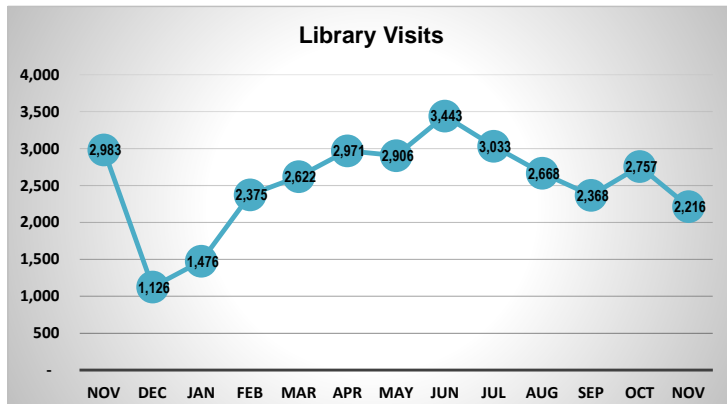
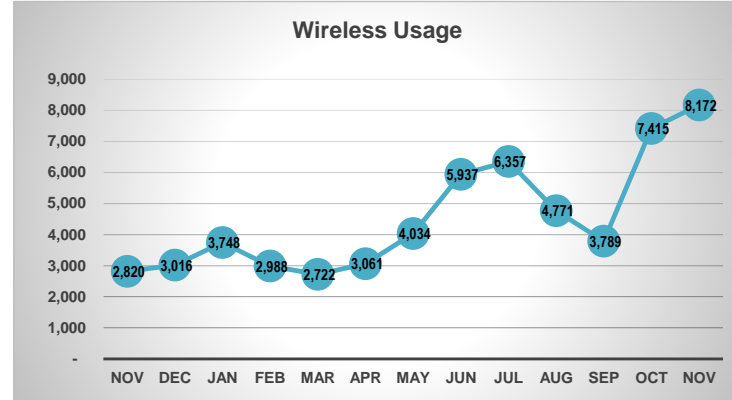
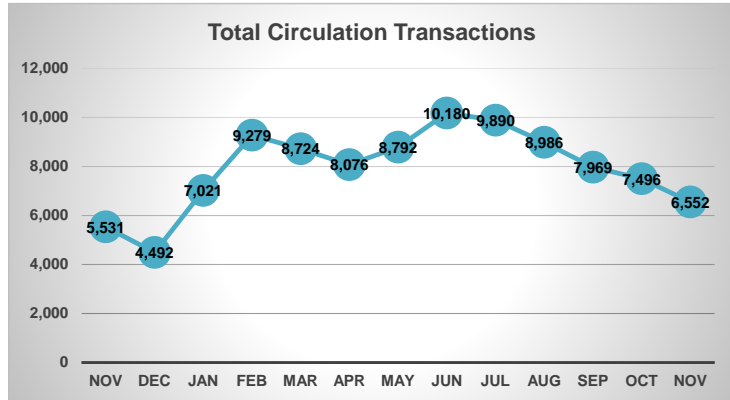
### Library Usage Report

	2023		2024											
Operating Statistics	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
Items circulated-Physical Materials (includes check out, check in, renewals, in-house)	4,348	3,399	5,750	6,186	5,391	5,803	5,730	7,205	6,924	6,093	5,141	4,788	4,893	71,651
Print	3,807	2,962	4,750	5,116	4,462	4,978	4,817	6,245	5,865	5,183	4,199	3,917	3,470	59,771
Audio	146	140	317	294	190	150	180	189	157	126	141	144	119	2,293
Video	395	297	683	776	739	675	733	771	902	784	801	727	522	8,805
Downloadable audio/ebook usage	1,183	1,093	1,271	3,093	3,333	2,273	3,062	2,975	2,966	2,893	2,828	2,708	2,441	32,119
<b>Total Circulation Transactions</b>	<b>5,531</b>	<b>4,492</b>	<b>7,021</b>	<b>9,279</b>	<b>8,724</b>	<b>8,076</b>	<b>8,792</b>	<b>10,180</b>	<b>9,890</b>	<b>8,986</b>	<b>7,969</b>	<b>7,496</b>	<b>6,552</b>	<b>88,940</b>
Downloadable checkouts as % of total checkouts	21.39%	24.33%	18.10%	33.33%	38.20%	28.15%	34.83%	29.22%	29.99%	32.19%	35.49%	36.13%	37.26%	36.11%
In-House Use	362	301	355	501	414	387	501	568	440	359	253	361	340	5,142
Holds placed on items	34	26	38	50	19	24	30	29	35	32	23	24	37	401
Fines paid	\$521.77	\$268.85	\$708.08	\$774.30	\$523.99	\$ 460.91	\$ 638.84	\$ 671.99	\$ 708.70	\$ 377.99	\$ 329.46	\$ 343.19	\$ 266.84	\$ 6,594.91
Overdue notices sent	228	133	172	194	125	143	202	286	426	279	240	308	192	2,928
Items added	64	116	70	242	89	72	60	75	67	52	32	74	49	1,062
Items deleted	205	65	111	350	378	276	11	8	191	234	184	4	18	2,035
New library cards issued	73	43	93	82	89	85	102	145	105	77	85	74	64	1,117
Reference questions answered	1,176	817	1,374	1,754	1,595	1,704	1,491	1,793	1,631	1,325	1,071	1,037	782	17,550
Interlibrary Loan Borrow/Loan	11	3	18	17	9	26	10	6	6	13	10	15	11	155
Library visits	2,983	1,126	1,476	2,375	2,622	2,971	2,906	3,443	3,033	2,668	2,368	2,757	2,216	32,944
Youth/Family programs attendance	300	72	69	174	290	416	394	1,141	77	75	190	238	252	3,688
Adult programs attendance	46	80	62	47	67	316	43	29	50	51	78	153	83	1,105
Computer usage	243	199	391	368	519	522	470	546	511	427	476	480	347	5,499
Wireless usage	2,820	3,016	3,748	2,988	2,722	3,061	4,034	5,937	6,357	4,771	3,789	7,415	8,172	58,830

Program Attendance	
Youth-Passive	0
Youth -Active	247
<b>Total</b>	<b>247</b>
Teen-Passive	0
Teen Active	5
<b>Total</b>	<b>5</b>
Adult-Passive	0
Adult Active	83
<b>Total</b>	<b>83</b>
<b>Total Programs Attendance</b>	<b>335</b>

GED Class attendance: 60

## 2024-2025 USAGE REPORT



# DECEMBER 2024

502 N Queen St  
903-729-4121

SUNDAY Closed	MONDAY 10-6	TUESDAY 10-6	WEDNESDAY 10-6	THURSDAY 10-7	FRIDAY 10-6	SATURDAY 10-1
01	02 Lego Block Hour 4:30-5:30	03 stitched with love 10-12 *printmaking 4:30-5:30	04 storytime 10:30(bilingual) & 1:00	05 Teen Art journaling 5:30-6:30	06 device advice 10-11	07 open house 10-1
08	09 chess meet up 4:30-5:30	10 stitched with love 10-12 *printmaking 4:30-5:30	11 NO storytime	12 storytime 10:30 & 1:00 Teen D & D 5:30-7:00	13 device advice 10-11 4:00PM family movie Abominable	14 *adult paper craft 10:30-12:30
15	16	17 stitched with love 10-12 *printmaking 4:30-5:30	18 storytime 10:30 & 1:00	19 *Teen Embroidery 5:30-7:00	20 device advice 10-11	21 story time 11:00
22	23 library hours 9-11:30am	24 Closed	25 Closed	26 Teen D & D 5:30-7:00	27 device advice 10-11	28 *Vision Board workshop 10:30-12:00
29	30	31 library hours 9-2	Programs with (*) asterisk require registration		<p>You're invited to</p> <p><b>Palestine Public Library</b></p> <p><b>Open house</b></p> <p>December 7, 2024 10:00-1:00</p>	





Agenda Date: December 9, 2024  
To: City Council  
From: Christophe Trahan, Economic Development Director  
Agenda Item: PEDC Monthly Report October/November 2024  
Date Submitted: 12/04/2024

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**SUMMARY:**

October/November 2024 Economic Development Monthly Report

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

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**Attachments**

PEDC Report Oct - Nov 2024



## Economic Development Activities- October/November 2024

### New Business/Investment

- Assisted Sanderson Farms in securing a nominating resolution from Palestine City Council on 10/28 for an enterprise project designation from the State of Texas for potential expansion.
- Met with representatives from Sen. John Cornyn to discuss the Texas State Railroad Authority and future opportunities with the railroad on 10/29.
- Met with downtown building and business owners on 11/7 to discuss concerns and ideas for future downtown growth.
- Attended Downtown Revitalization/Civic Pride event hosted by The Historic Palestine Event Center on 11/10.

### Prospects

PEDC October leads: 1

No. of Projects by Industry

1 Food Processing

Source of Leads:

1 Retention/Expansion

No. of open leads

14

### Administration

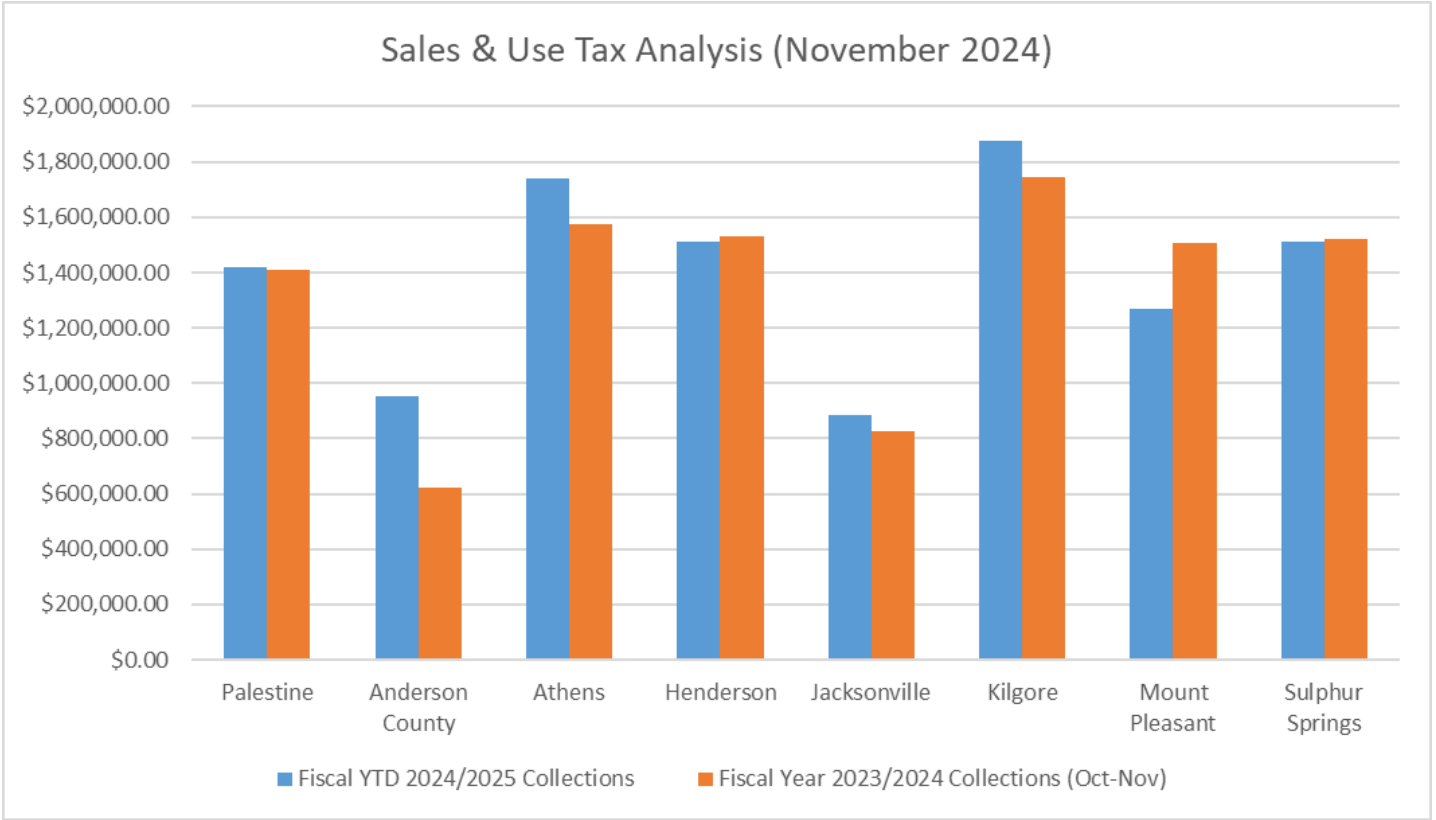
- Attended Texas Municipal League Conference in Houston from October 9<sup>th</sup> – 11<sup>th</sup>. Education sessions attended included: Employment Law; Managing City Council/City Staff Relations; Crisis Communication Strategies.
- Attended Texas Economic Development Council Conference in Addison from October 23<sup>rd</sup> – 25<sup>th</sup>. Education sessions attended included: Applications for A.I. in Marketing; Humanity Focused Leadership; Statewide Water Supply Planning; Texas Space Commission & Space Commerce.
- Presented the PEDC Strategic Plan to Commissioners Court on 11/4 and received a Resolution of Support.
- Presented the PEDC Strategic Plan to Palestine Rotary Club on 10/30.

➤ Retail Sector

Local Sales & Use Tax Summary  
Palestine, Anderson County & Index Cities  
Fiscal Year Comparisons

Collection:	Period	Net Payment	Net Payment	Net Change
		Current Year 2024/2025	Prior Year 2023/2024	
Palestine	Nov	\$799,349.97	\$697,296.97	12.8%
	Fiscal YTD	\$1,420,880.45	\$1,407,703.59	0.9%
Anderson County	Nov	\$601,793.53	\$303,368.88	49.6%
	Fiscal YTD	\$953,805.16	\$624,580.45	34.5%
Athens	Nov	\$952,446.09	\$819,867.70	13.9%
	Fiscal YTD	\$1,740,816.17	\$1,574,370.19	9.6%
Henderson	Nov	\$768,174.98	\$840,677.07	-9.4%
	Fiscal YTD	\$1,510,596.73	\$1,529,118.43	-1.2%
Jacksonville	Nov	\$487,832.20	\$438,909.31	10.0%
	Fiscal YTD	\$886,144.89	\$826,409.65	6.7%
Kilgore	Nov	\$948,343.13	\$924,442.05	2.5%
	Fiscal YTD	\$1,876,435.31	\$1,746,161.35	6.9%
Mount Pleasant	Nov	\$619,994.25	\$761,066.90	-22.8%
	Fiscal YTD	\$1,267,051.58	\$1,505,054.93	-18.8%
Sulphur Springs	Nov	\$809,046.33	\$769,934.61	4.8%
	Fiscal YTD	\$1,510,559.01	\$1,522,302.66	-0.8%

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





➤ **Workforce Data**

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

Anderson County – 3.8%

State of Texas – 4.1%

Henderson County – 4.2%

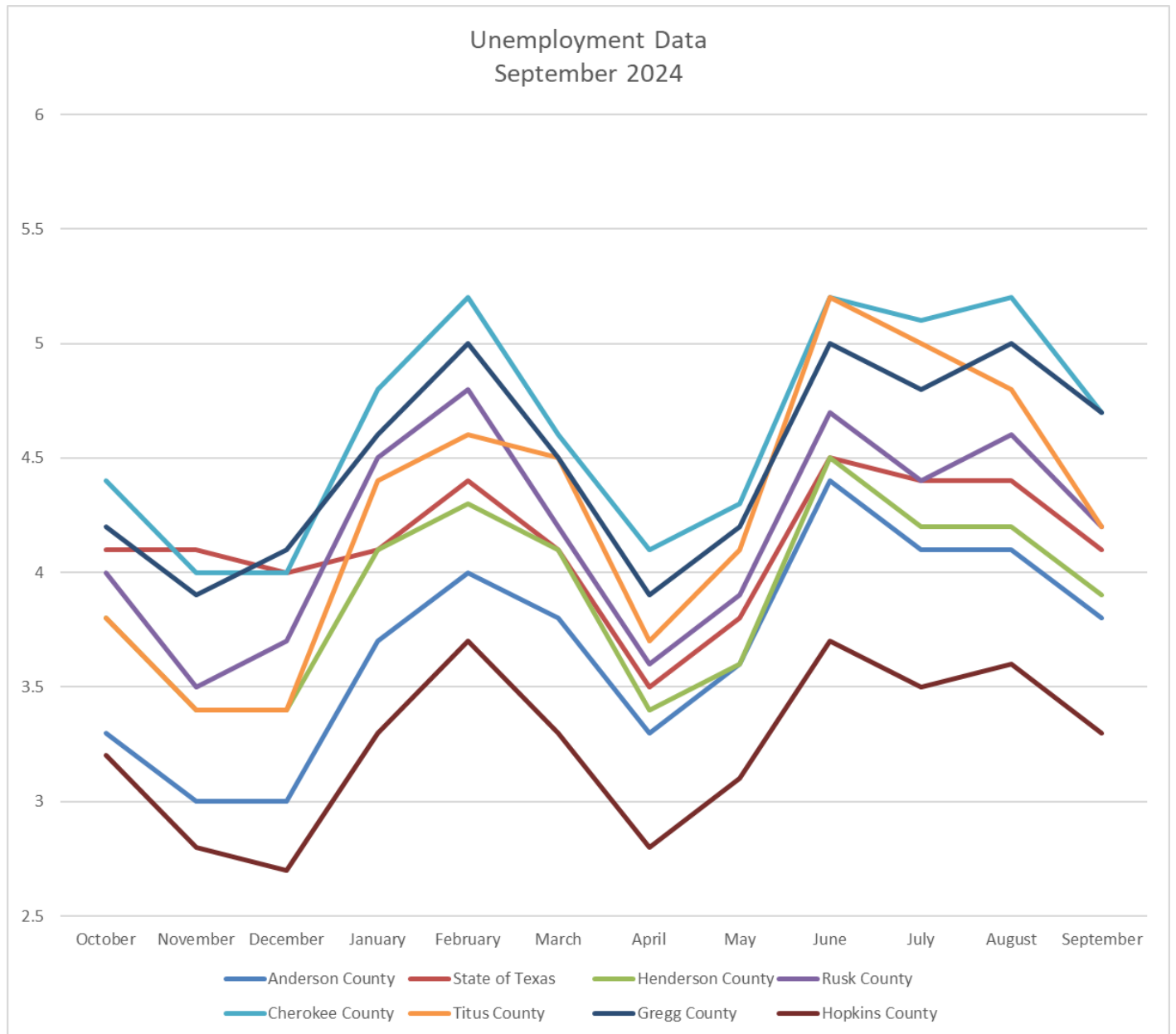
Rusk County – 4.6%

Cherokee County – 4.7%

Titus County – 4.8%

Gregg County – 4.7%

Hopkins County – 3.6%



Source: Texas Labor Market Information





Agenda Date: December 9, 2024  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Development Services Report for November 2024  
Date Submitted: 12/02/2024

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**SUMMARY:**

Development Services Report for November 2024.

**RECOMMENDED ACTION:**

No action is necessary.

**CITY MANAGER APPROVAL:**

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**Attachments**

Department Report



DEVELOPMENT SERVICES DEPARTMENT  
ACTIVITIES REPORT  
NOVEMBER 1-30, 2024

PERMITTING TOTALS

BUILDING and LICENSE PERMITS

Permit Type	November Permit Count	November Permit Fees	Permit Count / Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	7	\$1,813	23	\$80,702
CERTIFICATE OF OCCUPANCY	4	\$320	14	\$1,130
DRIVEWAY	0	\$0	2	\$100
FENCE	1	\$50	3	\$150
ROOFING	6	\$507	13	\$1,029
DEMOLITION	5	\$75	6	\$150
RIGHT OF WAY	2	\$1,150	3	\$1,300
COMMERCIAL ELECTRICAL	2	\$210	4	\$315
RESIDENTIAL ELECTRICAL	14	\$1,848	44	\$5,880
MECHANICAL	1	\$105	3	\$315
GAS TEST	9	\$945	14	\$1,470
PLUMBING	2	\$353	7	\$878
SIGN	4	\$250	6	\$300
SPECIFIC USE	2	\$225	2	\$225
CONTRACTOR LICENSE	3	\$375	17	\$2,125
HEALTH PERMITS	23	\$7,075	43	\$9,800
ZONING VERIFICATION LETTERS	1	\$30	3	\$90
PLAT	2	\$400	5	\$1,000
<b>Totals:</b>	<b>88</b>	<b>\$15,731</b>	<b>212</b>	<b>\$106,959</b>

**CERTIFICATE OF  
 OCCUPANCY ISSUED  
 Name**

**Address**

**Description**

TAHWAHKARO DISTILLING  
 COMPANY

100 N CHURCH ST

DISTILLERY

RAY'S TIRE SHOP

4405 W OAK ST

TIRE SHOP

TRISTAR PALESTINE INC #19

1009 W PALESTINE AVE

CONVENIENCE STORE

TRISTAR PALESTINE INC #20

411 E PALESTINE AVE

CONVENIENCE STORE

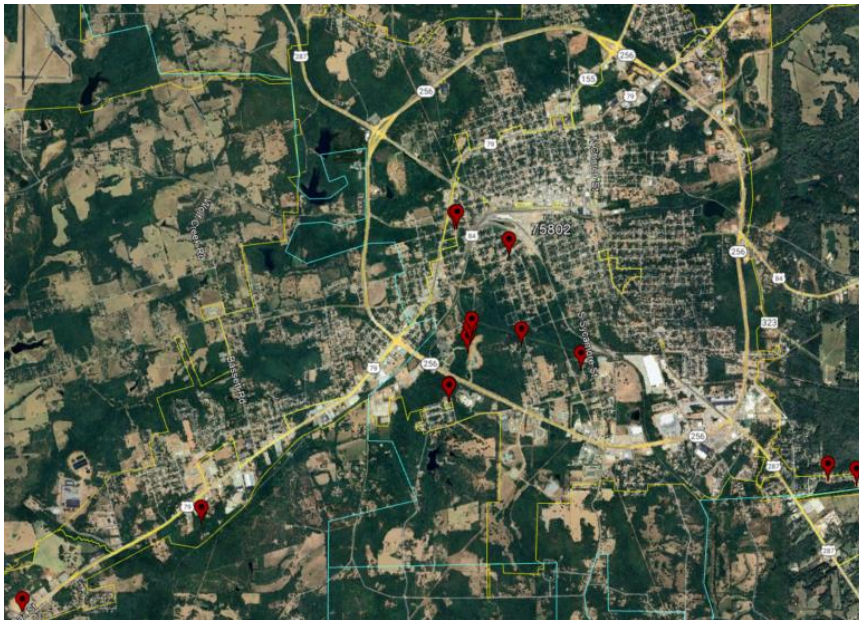


**PERMITTING PROJECTS / NEW BUSINESS OCCUPANCIES**

**RESIDENTIAL CONSTRUCTION IN PROGRESS**

Address	Square Feet	Estimated Value
404 Cedarvale	4400	\$200,000
108 Elmwood Cir.	3295	\$225,000
110 Elmwood Cir.	3295	\$225,000
5475 W Oak St	Unknown	\$150,000
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
121 Cartmell Dr	2355	\$210,000
<b>Total</b>		<b>\$2,977,000</b>



## 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



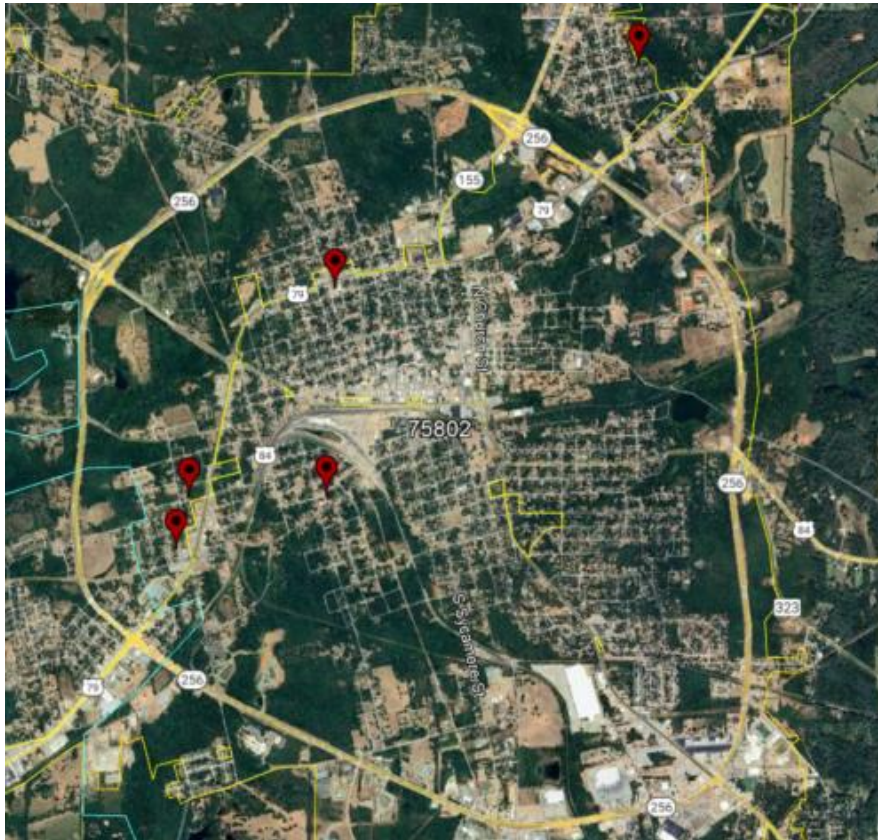
## COMMERCIAL CONSTRUCTION IN PROGRESS

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
<b>TOTAL:</b>			<b>\$53,132,946</b>



## DEMOLITIONS

OWNER/CITY DEMOLISHED	ADDRESS
OWNER DEMOLISHED	408 FITZHUGH
CITY DEMOLISHED	103 HARDIN
CITY DEMOLISHED	315 LOWE ST
CITY DEMOLISHED	503 GROVE
CITY DEMOLISHED	804 GIRAUD





Agenda Date: December 9, 2024  
To: City Council  
From: Patsy Smith, Parks and Recreation Director  
Agenda Item: November 2024 Parks and Recreation/Facility Maintenance Monthly Report  
Date Submitted: 12/03/2024

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**SUMMARY:**

November 2024 Parks and Recreation/Facility Maintenance Monthly Report

**RECOMMENDED ACTION:**

No action required

**CITY MANAGER APPROVAL:**

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**Attachments**

November 2024 Monthly Report



# **Parks and Recreation Department**

## **NOVEMBER 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
- Asst. Director took metal Christmas ornament to welder to get a cost for stands
- Director helped with putting up small Christmas decorations at Railroad Park and Phillips Park
- Created a PO for the cost for extra concrete tear out at Reagan Park
- Met with Deke's Construction and did a final walk through at Reagan Park before calling project complete
- Went to Reagan Park and adjusted lights for tennis and multi use courts
- Met with Neches Plumbing at Reagan Park to have faucet on outside of lower restrooms repaired due to unknown person backing over
- Met with J&K Electrical to have outlets repaired under pavilion 1, light pole by Crockett and to check timer for lights at Reagan Statue
- Went and checked restroom doors at Reagan Park and found that there is no ADA handle called facilities and had him add a handle for better accessibility at all restrooms
- Went and scattered hay and rye grass seed at Reagan Park where new sidewalk was installed
- Attended My Civic training for 2 days
- Director took 30 cones and placed at Visitor Center for Veteran's Parade
- Met with Kraftsman at Reagan Park to have new controller installed at splash pad and learn how to operate
- Ordered trash bags for city hall customer service and clear bags for parks and other departments
- Called J&K electrical to come look at Christmas Train due to having a short in system and unable to find. Was recommended to bring train into shop after Christmas to try and run down short

- Director went and reset light plugs at Spring Street, Reagan Park, and Visitor Center
- Called J&K Electrical to come fix a broken spot light at Veteran's Park, fire ants were found to be the issue
- Asst. Director met with HR and TML to see about getting some in person training for parks guys
- Met with fleet on getting tractor fixed due to 4 wheel drive breaking
- Met with Mary Ann to discuss planning for next year's Veteran's Parade due to issue between Farmer's Market and Veteran's
- Met with Angela from Chamber who wished to have buckets and barricades dropped for Friday December 6<sup>th</sup> for Christmas event in Rotary Park
- Asst. Director met with Michelle Crutchfield from Deke's Construction to provide her with 1<sup>st</sup> payment for concrete at Reagan Park
- Asst. Director met with welder at pool to have metal fence welded back together
- Asst. Director went to Great American T-Shirt to order hats and beanies for department
- Met Aqua Rec at pool to watch pool cover get installed and see how it will work
- Asst. Director rented a lift for parks guys to use while putting up large Christmas tree on Spring Street
- Called J&K Electrical regarding issues on Spring Street. Found pole broken into and electrical damaged. Will be getting a bid on cost for entire new electrical in area on spring
- Picked up three tree limbs over on Reagan Park
- Asst. Director picked up new caps from Great American
- Asst. Director reset plugs on Spring street for train and tree
- Attended council meeting on Monday 11-19
- Attended 1<sup>st</sup> Christmas Parade meeting on Thursday 11-14
- Asst. Director attended 2<sup>nd</sup> Christmas Parade meeting on Wednesday 11-21
- Asst. Director met with PD and citizen on Spring Street regarding an alleged incident causing damage to vehicle
- Asst. Director tried to reset lights on multi use court found timer to be not working, called electrician to come replace
- Asst. Director reset plugs for visitor center, Spring Street and Reagan Park
- Called Clear Choice to have them come look at overhead door in auction warehouse
- Asst. Director worked with HR and parks employees on getting statements on incident that occurred on Spring Street
- Met with public works crew to get assistance with digging holes for new trees that will be planted at library
- Called Peace of Mind to disable alarm on door at auction warehouse
- Asst. Director attended staff meeting on Thursday 11-21 10 AM
- Called Deke Construction to advise them second check had been cut and Asst. Director will meet them at city hall to provide them the check
- Monday evening on 11-25 stopped at Reagan Park to turn on lights for tennis courts and multi use courts

- Called J&K Electrical to get price for new LED lights for Multi Use court found other lights not working properly

*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 NOVEMBER 2024  
LOCATIONS MOWED

Calhoun Park x 1	Greens Park x 1
Crestline x 1	Fitzhugh Park x 1
Reagan Park x 1	Gateways x 1
Farmers Market x 1	Vaughn @ Crockett x
Spring Street x 1	Visitor Center x 1
Library x 2	Larry Street Park x 1
Mitchell Campbell x 1	Willie Myers x 1
Lorraine x 1	Phillips Park x 1
Inwood x	Veterans Park x
City Hall/PD x 2	TDCJ Monument x
Blue Lake x 1	Upper Lake x 1
Wolf Creek Lake x 1	Lower Lake x 1
Statue Park x	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 1	Two Lots Between City/Easthill x 1

PARKS PROJECTS COMPLETED NOVEMBER 2024

1 parks guy raked leaves at City Hall and PD	3 parks guys put up 8 Christmas trees Reagan Park
3 parks guys put up Christmas Train, Old man Winter and garland around City Hall	3 parks guys with use of lift put up artificial Christmas Tree on Spring Street
2 parks guys put up Christmas Tree in City Hall and wrapped lights around tree	3 parks guys wrapped trees on Spring Street with lighting
3 parks guys put up barricades for the upcoming Veteran's Parade	3 parks guys worked the Veteran's Parade
2 parks guys picked up all barricades and cones from Veteran's Parade	Sent 1 parks guy and facilities to visitor center to pull down boxes of Christmas decorations
3 parks guys put up 4 pallets of bags in warehouse	2 parks guys removed lights from around trees on Spring Street due to electric pole being down
3 parks guys finished anchoring Christmas Decoration at Phillips Park	Parks guys trimmed trees at complex
Parks guys trimmed trees and bushes Fire 4	2 parks took plywood to library for streets
Parks guys trimming trees upper and lower	

#### MAJOR ISSUES WHERE CONTRACTORS USED

Door Control Services repair glass doors city hall after doors keep opening unexpectedly	J&K Electrical to fix timer at multi use courts Reagan Park
Neches Plumbing to winterize pool house	Neches Plumbing to repair faucet Reagan
J&K Electrical to replace capacitor at pool house	Aqua Rec to install new pool cover on pool

#### SAFETY ISSUES

	NONE
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### Rentals and Special Events

#### Rentals:

Facilities	Number of Rentals
Pavilion Rentals	6
Pavilion Non-Payment/Cancelled	
Athletic Fields (Mitchell Campbell/Calhoun)	1
Total Rentals Paid	7
Refunds Given	
Total Revenue Collected	\$260.00

#### Activities:

**Special Events:** NONE

## Facility Maintenance Projects Completed NOVEMBER 2024

- Assisted director with putting out hay and rye grass seed Reagan Park
- Met with director at splash pad to see installation of new controller and activator
- Moved porta john to different location within yard for easier cleaning
- Assisted director with moving large Christmas tree down from top level and working on lights
- Dropped off 7 barricades for Farmer's Market
- Got two boxes of bags for code enforcement
- Dropped off extra trash cans at Reagan Park for love thy neighbor event
- Called J&K to come look at pipe with broken wires exposed at Reagan Statue
- Went and placed water barricades Reagan Park to try and prevent folks from driving over newly poured concrete
- Went and checked lock at wolf creek to make sure had right key
- Delivered trash bags to city hall customer service
- Placed door handles at Willie Myers, Larry and Reagan
- Replaced flags at Visitor Center
- Went to city hall to reset doors at city hall as they were opening and closing without being activated
- Picked up 4 tables and 10 chairs from Curious Museum and brought back to yard
- Met with J&K Electrical to have breaker worked on at pool house
- Met with director at pool house to see new cover being placed over pool
- Drained water barricades at Reagan Park and brought back to warehouse
- Put face plate back on electrical box Larry Street Park
- Picked up barricade from moody and Calhoun Street and brought back to yard
- Went to upper and lower lakes to make sure had keys for chains
- With assistance from 1 parks guy went to visitor center to pull down boxes of Christmas decorations
- Took ant poison to Veteran's Park for electrician due to electrical panel being full of ants
- Went and made keys for contractor and parks guys
- Took supplies to library and annex
- Went and picked up cones from back area of library
- Replaced rope and flags at PD
- Replaced flags at city hall
- Met with TCEQ for inspection of Wolf Creek and Blue Lake dam's
- Met with TCEQ for inspection of Upper and Lower lakes
- Attended safety meeting on 11-21
- Replaced batteries in both men's and women's sink faucets
- With assistance from parks guys helped to remove Christmas lights from around trees on Spring Street
- Added a new extension cord to Christmas display at Phillips Park
- Dropped off 4 cases of water to customer service
- Spoke at Lion's Club luncheon to discuss facilities and what my job entails

- Took hedge clippers to parks guys in city cemetery
- Went and tightened door knob at Larry Street park restroom men's side
- Went to Reagan Park to look for a reported broken swing and found one to be completely missing so replaced with new one
- Went to Willie Myer's Park and found exposed electrical wires called electrician to come make necessary repairs
- Dropped off 4 cases of water to visitor center
- Picked up a shelf and boxes from visitor center and brought back to storage
- Went and flagged sprinkler heads and lines at library for streets
- Went and stocked soap in dispensers at city hall
- Adjusted the borders on windows at visitor center
- Met with J&K to let them in under gazebo to repair timer



## Pool Cover Installation

### Cleaning of pool





Broken Light Veteran's Park



Broken Electrical Pole Spring Street and boxes





Christmas Decorations Going Up









## Holes Library Yard for Tree Planting







Agenda Date: December 9, 2024  
To: City Council  
From: Mark Harcrow, Chief of Police  
Agenda Item: Police Department Monthly Reports  
Date Submitted: 12/03/2024

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**SUMMARY:**

November 2024 Police Monthly Report

**RECOMMENDED ACTION:**

Report only.

**CITY MANAGER APPROVAL:**

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**Attachments**

CID Stats nov 24  
PPD Stats Nov 2024  
PLACE Stats Nov 2024



# PALESTINE POLICE DEPARTMENT

CID Council Report

Printed on December 2, 2024

Offense	Disposition	Disposition Date
<b>Cleared Exceptionally - Victim Refused to Cooperate</b>		
BURGLARY OF VEHICLE	Cleared Exceptionally -	11/05/24
SEX OFFENSE	Cleared Exceptionally -	11/06/24
<b>Cleared Exceptionally - Victim Refused to Cooperate Total: 2</b>		
<b>Closed</b>		
SEX OFFENSE	Closed	11/21/24
SEX OFFENSE	Closed	11/07/24
SEX OFFENSE	Closed	11/21/24
<b>Closed Total: 3</b>		
<b>DA Ready</b>		
SEX OFFENSE	DA Ready	11/14/24
THEFT	DA Ready	11/18/24
AGGRAVATED ASSAULT	DA Ready	11/26/24
ASSAULT	DA Ready	11/18/24
ASSAULT	DA Ready	11/13/24
DECEASED PERSON	DA Ready	11/06/24
DECEASED PERSON	DA Ready	11/07/24
ASSAULT	DA Ready	11/13/24
<b>DA Ready Total: 8</b>		
<b>Filed with Municipal Court</b>		
DISTURBANCE - VERBAL ONLY	Filed with Municipal	11/08/24
<b>Filed with Municipal Court Total: 1</b>		
<b>Referred to DA</b>		
INJURY TO A CHILD/ELDERLY/DISABLED	Referred to DA	11/08/24
TELEPHONE HARASSMENT	Referred to DA	11/08/24
THEFT OF FIREARM	Referred to DA	11/08/24
TERRORISTIC THREAT	Referred to DA	11/08/24
POSSESSION OF MARIJUANA	Referred to DA	11/08/24
SEX OFFENSE	Referred to DA	11/25/24
AGENCY ASSIST	Referred to DA	11/21/24
<b>Referred to DA Total: 7</b>		
<b>Total Records: 21</b>		

# Palestine Police Department Monthly Activity Report

Date Reported: 11/1/2024 – 11/30/2024



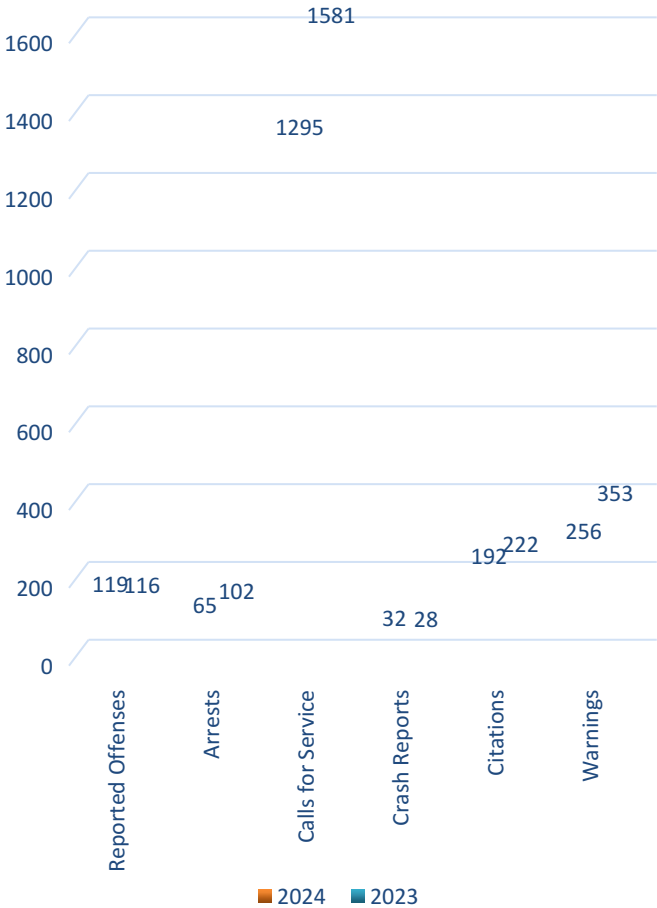
**Palestine Police Department**  
504 N Queen St  
Palestine, TX 75801  
(903) 729-2254

## MONTH

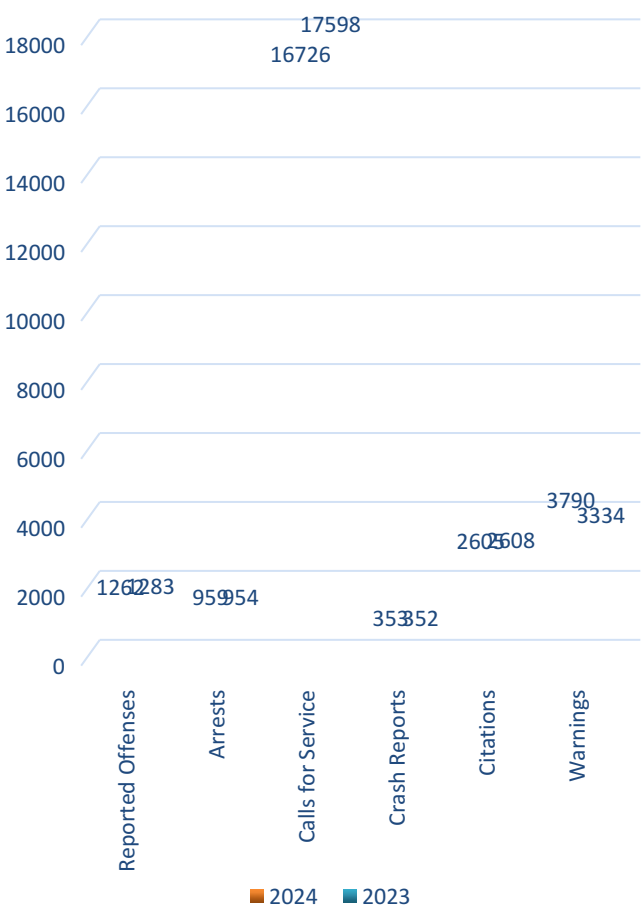
## YEAR TO DATE

Reported Offenses	November 2024	November 2023	% Diff	November 2024	November 2023	% Diff
	119	116	3%	1262	1283	2%
Arrests	November 2024	November 2023	% Diff	November 2024	November 2023	% Diff
	65	102	57%	959	954	1%
Calls for Service	November 2024	November 2023	% Diff	November 2024	November 2023	% Diff
	1295	1581	22%	16,726	17,598	5%
Traffic	November 2024	November 2023	% Diff	November 2024	November 2023	% Diff
Crash Reports	32	28	13%	353	352	1%
Citations	192	222	16%	2605	2608	1%
Warnings	256	353	38%	3790	4033	6%

Month Comparison



Year Comparison





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

504 North Queen Street  
Palestine, Texas 75801

**November 2024**

**Code Violations**

Maintenance of Property	18
Trash / Rubbish	6
Tall Weeds and Grass	12
Vehicles / Trailers	34
Other Violation	115
Animal Control	8
Illegal Dump Sites	19
Estimated Total Weight	3940

**Violation Status**

Compliant upon Contact	85
Non-Compliance	17
Citations	0
Municipal Court	0

**Known Expenditures**

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

**Litter Abatement**

Total # Dump Sites	10
Estimated Total Weight	1150 lbs

**Animal Control**

Total Calls for Month	145
Bites / Quarantine	2
Emergency Calls – OT	2
Citations	11
Warnings	0
Animal Intake	50



Agenda Date: December 9, 2024  
To: City Council  
From: Kimberly Beckman, Public Works Admin  
Agenda Item: Public Works November 2024 Monthly Reports  
Date Submitted: 12/04/2024

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**SUMMARY:**

Public Works November 2024 Monthly Reports

**RECOMMENDED ACTION:**

No required action.

**CITY MANAGER APPROVAL:**

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**Attachments**

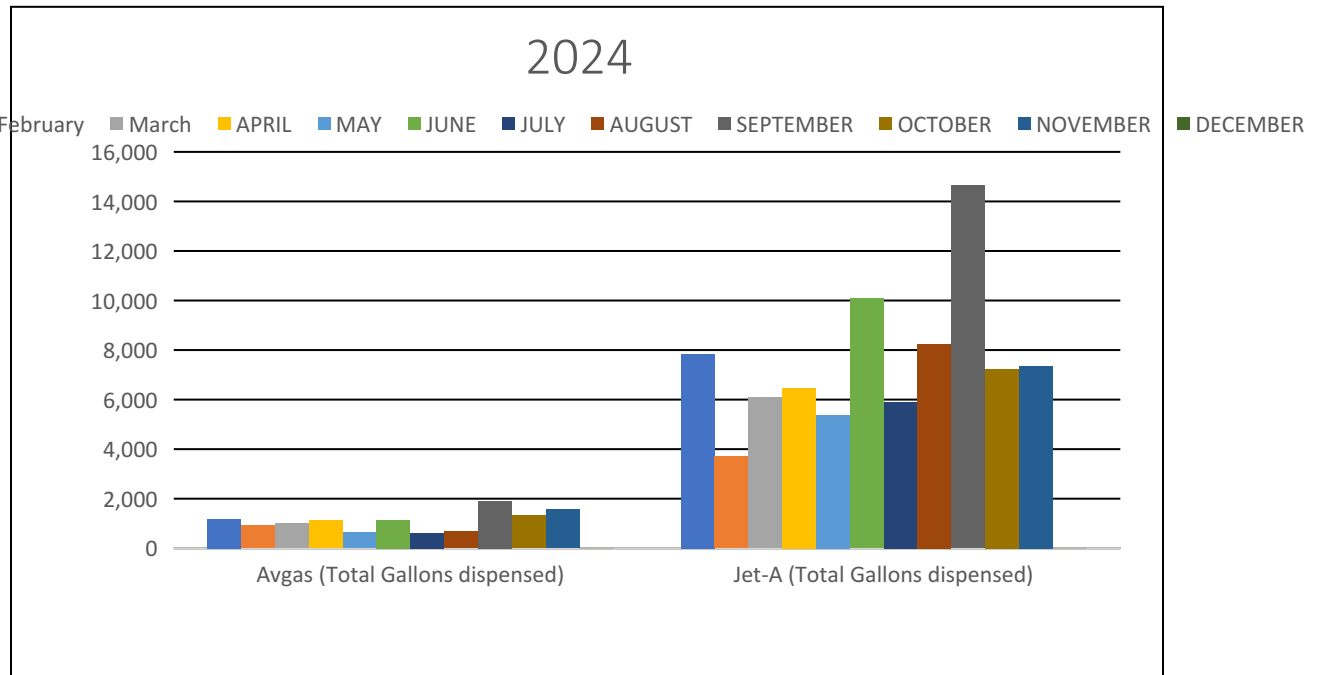
PW Monthly Report



## AIRPORT MONTHLY REPORT – November 2024

Jet-A: 1,134,337.7

Avgas: 37,889







# Utilities Monthly Report      November 2024

<b>Water Distribution</b>	
Call Outs:	<b>22</b>
Taps Made:	<b>1</b>
Taps Repaired:	
Feet of Lines Placed:	
Water Leaks Repaired:	<b>4</b>
Fire Hydrants Flushed / Gal. ; Water Loss:	<b>240,000 gal</b>
Fire Hydrants Repaired / Installed:	<b>1</b>
Valve box located:	<b>4</b>
Valve box installed:	<b>2</b>
Incerta Valve installed:	<b>2</b>
Gate Valve replaced / Installed:	<b>2</b>
<b>Meters</b>	
Meter Valves replaced / Installed:	<b>1</b>
Meter box Replaced / Installed:	<b>32</b>
On Call Meters turned off:	<b>3</b>
On Call Meters turned on:	<b>4</b>
Meters Located:	<b>1</b>
Meters Installed:	
3/4"	<b>2</b>
1"	<b>1</b>
1 1/2"	<b>31</b>
2"	<b>1</b>
Bigger than 2"	<b>1</b>
<b>Wastewater Collection</b>	
Sewer Basin's Cleaned:	<b>5,098 feet</b>
Sewer lines camera:	<b>2</b>
Trouble spots ran:	<b>3</b>
Sewer Mains Repaired:	<b>1</b>
Manhole Installed:	
Manholes Changed/Repaired:	<b>10</b>
Sewer Stoppage City:	<b>7</b>
Sewer Stoppage Private:	<b>3</b>
New Sewer Tap Installed:	<b>1</b>
Sewer Services Repaired:	
Sewer pipe installed (ft):	
Haul Dirt / Concrete Rip Rap:	<b>40</b>
ROW Mowed / Cleared:	
On Call Trees:	<b>1</b>
Vegetation Management:	

Hydro Excavate:	<b>7</b>
Engineering:	
Line Locates (ft):	<b>13,000 feet</b>
Tap application:	<b>1</b>

## STREETS MONTHLY REPORT      November

<b>Asphalt</b>	
Square feet of Asphalt Laid	<b>1,727</b>
Utility Cuts	<b>9</b>
Potholes filled	<b>358</b>
Square Feet of Chipseal Laid	<b>0</b>
<b>Right of Way's</b>	
Feet mowed of Street Right of Way	<b>20,524/ 4 miles</b>
Utility Right of Ways mowed / cleared	<b>0</b>
Trees removed from road / Right of Way	<b>3</b>
<b>Compost Sight</b>	
Number of Customers	<b>426</b>
Number of loads of Concrete Hauled	<b>0</b>
Number of loads of Illegal dumping Hauled	<b>0</b>
Number of loads of Dirt Hauled	<b>0</b>
<b>Drainage</b>	
Feet of drainage repaired	<b>0</b>
Feet of Drainage Installed	<b>0</b>
Feet of ditches dug out	<b>0</b>
<b>Sweeping</b>	
Feet of Street's Swept	132,407/ 25.25 miles
<b>Day's assisting other Departments</b>	
Utilities	<b>0</b>
Parks	<b>2</b>
Water Treatment Plant	<b>0</b>
Wastewater Treatment Plant	<b>0</b>
Code Enforcement	<b>0</b>



Agenda Date: December 9, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Appointment to the Palestine Economic Development Corporation  
Date Submitted: 12/06/2024

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**SUMMARY:**

Consider the appointment of Ernest Williams to Place 6, replacing Linda Dickens with a term to expire on December 31, 2026, to the Palestine Economic Development Corporation.

**RECOMMENDED ACTION:**

**CITY MANAGER APPROVAL:**

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**Attachments**

Board Application

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [April Jackson](#)  
**Subject:** Online Form Submittal: Board or Commission Application  
**Date:** Monday, April 15, 2024 3:05:47 PM

---

## Board or Commission Application

### BOARD OR COMMISSION APPLICATION

First Name	Ernest
Last Name	Williams
Date of Application	4/15/2024
Home Address	411 W. PALESTINE AVENUE
Home Phone	<i>Field not completed.</i>
Office Phone	9722007089
Cell Phone	2144993320
Email	<div></div>
Are you a resident of Palestine?	Yes
How Many Years?	<i>Field not completed.</i>
What is your Occupation?	Insurance Agency Owner
What is Your Place of Employment?	Ernie Williams Insurance Agency
I would like to serve on the following Board(s) and Commission(s):	Economic Development Corporation
Do you currently serve on any Boards or Commissions?	No
Will you submit to a background check and complete protective training if your Board or	Yes

Commission interacts  
with children?

---

Do you have any  
outstanding debts  
owed to the City of  
Palestine?

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No

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

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

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I have been a business owner for over 40 years. I was born and raised in Palestine Texas and I operated a thriving business in the city. I know many of our citizens and I have a firm grasp on the needs, and desires of private citizens and business owners.

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

---

Electronic Signature  
Agreement

---

I agree.

Electronic Signature

---

Ernest K Williams

**504 N. QUEEN STREET – PALESTINE, TEXAS 75801 – (903) 731-8414 – Email:  
citysecretary@palestine-tx.org**

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Email not displaying correctly? [View it in your browser.](#)



Agenda Date: December 9, 2024

To: City Council

From: April Jackson, City Secretary

Agenda Item: Approval of Minutes of the Work Session and Regular Agenda of November 18, 2024

Date Submitted: 12/05/2024

---

**SUMMARY:**

Consider approval of minutes of the Work Session and Regular Agenda of November 18, 2024.

**RECOMMENDED ACTION:**

Staff recommends approval of the minutes as presented.

**CITY MANAGER APPROVAL:**

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**Attachments**

November 18, 2024, Minutes

# DRAFT



## MINUTES

The City Council of the City of Palestine convened for a regular meeting on November 18, 2024, at 4:30 p.m. for the Work Session and at 5:30 p.m. for the Regular Meeting in the Council Chambers at City Hall, 504 N. Queen Street, Palestine, Texas, with the following members present:

Present: Mitchell Jordan, Mayor; 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; Lisa Cariker, Human Resource Director; Patsy Smith, Parks & Recreation Director; Susan Davis, Planning Tech; Mark Harcrow, Police Chief; Kevin Olson, PW Director; Jason Shelton, Utilities Supervisor; Cassie Ham, Tourism Marketing Manager

## WORK SESSION

With a quorum present, Mayor Jordan called the Work Session to order at 4:30 p.m.

1. Discussion regarding the 16" waterline replacement on W. Huffsmith Street and S. Sycamore Street. Kevin Olson, PW Director

Assistant Public Works Director/Utilities Supervisor Jason Shelton reported that the supplier delivered an extra thousand feet of 16-inch pipe for the waterline replacement on W. Huffsmith Street and S. Sycamore Street. Staff requested approval to purchase the additional 16-inch pipe and install it, which is planned as Phase 2 for this summer.

2. Discussion regarding code enforcement in the downtown area. Christopher Gibbs, Council Member

Council Member Gibbs requested an update from staff concerning code enforcement in downtown.

Planning Tech. Susan Davis reported that, as a whole, there had been 17 demolitions of substandard structures in the year to date, with 10 of those demolitions being owner-voluntary demolitions. Staff also sent 15 property maintenance letters; two letters were returned with rehabilitation plans.

Ms. Davis, the City Manager, and the Historic Preservation Officer attended a community meeting with Jeff Siegler of Revitalize or Die that focused mainly on downtown. Ms. Davis reported that one of the issues discovered with downtown was vacancies. Mr. Siegler suggested using an ordinance to address the issue of vacancies downtown.

Council discussed creating a city-wide ordinance about vacant commercial properties. City



Manager Herrera advised Council that the ordinance would require all commercial property owners with a vacancy to register with the City within 180 days, and if the property is vacant for more than 90 days, the commercial property owners would be subject to a fine for being vacant. Ms. Herrera reported that the ordinance would encourage the occupancy of commercial properties.

Ms. Davis provided an overview of the standard procedures for substandard structures. Discussions were also held about overgrown lots and interior inspections of buildings.

Council directed staff to draft a city-wide ordinance regarding vacant commercial properties and return the ordinance to Council for review and approval.

With no other business to come before Council, the Work Session was adjourned at 4:54 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 Reverend Geoffrey Lightsey of the First Methodist Church of Palestine and was followed by the Pledge of Allegiance.

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

Mayor Pro Tem Harmon requested that Item G12 be pulled from the Consent Agenda to the Regular Agenda so that she could abstain from voting on the item without having to also abstain from other Consent Agenda items. Ms. Harmon reported a conflict due to her Dogwood Arts Council board position. City Manager Herrera requested that item D1 be pulled from the agenda and completed at a later meeting. Council Member Gibbs requested that Closed Session Item K1 also be pulled from the agenda.

### **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 (Item pulled from the agenda)

2. Recognition of Municipal Court Clerk Debbye Willoughby for completion of the Level I Municipal Clerk Certification. Courtney Acklin, Court Administrator

Court Administrator Courtney Acklin recognized Municipal Court Clerk Debbye Willoughby for completing the Level 1 Municipal Clerk Certification.

3. Recognition of new Police Officers Gerald Craig and Damien Gibson. Mark Harcrow, Police Chief

Police Chief Mark Harcrow introduced and recognized new Police Officers Gerald Craig and Damien Gibson. Officer Craig was pinned by his wife, Kimberly Craig, and Officer Gibson was pinned by his wife, Christina Gibson.

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

Mayor Pro Tem Harmon disclosed a conflict of interest on Item G12 of the Consent Agenda.

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

City Manager Herrera reported that the next regular City Council meeting date would be December 9, 2024. She also noted that City offices would be closed for the Thanksgiving holiday on Thursday, November 28, 2024, and Friday, November 29, 2024.

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

The following departmental reports were provided:

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 **(Resolution No. R-52-24)**

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 (Item pulled from the Consent Agenda to the Regular Agenda)

Motion by Council Member Christopher Gibbs, seconded by Council Member Angela Woodard to approve Items G1 through G11 of the Consent Agenda as presented, adopting **Resolution No. R-52-24**.

**Vote:** 7 - 0 - Unanimously

#### H. **REGULAR AGENDA**

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 (Item pulled from the Consent Agenda)

Tourism Marketing Manager Cassie Ham reported that the Tourism Advisory Board approved the Arts & Cultural Enhancement Project grant for the Dogwood Arts Council ArtTracks project. Ms. Ham informed Council that the project was to refresh the current art sculptures around downtown.

Motion by Council Member Christopher Gibbs, seconded by Council Member Kenneth Davidson to approve the item as presented.

**Vote:** 6 - 0

Other: Mayor Pro Tem Ava Harmon (ABSTAIN)

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

EDC Director Christophe Trahan requested approval of 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 for rehabilitating the roof at the business property at Pint and Barrel Drafthouse located at 302 E. Crawford Street.

Motion by Council Member Sean Conner, seconded by Council Member James Smith to approve the item as presented.

**Vote:** 7 - 0 - Unanimously

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

EDC Director Christophe Trahan requested approval of a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Cecil Staples, in an amount not to exceed \$60,642.65 for 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 located at 421 Avenue A.

Motion by Council Member Sean Conner, seconded by Council Member James Smith to approve the item as presented.

**Vote:** 7 - 0 - Unanimously

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

EDC Director Christophe Trahan requested 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 for fencing, cement flatwork, and parking lot paving at the corporate offices of Kim's Convenience Stores and Cole Distributing Company located at 100 Avenue A.

Motion by Council Member Sean Conner, seconded by Council Member Christopher Gibbs to approve the item as presented.

**Vote:** 7 - 0 - Unanimously

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

EDC Director Christophe Trahan requested approval of the First Amendment to the Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Mabrico Phil Johnson for a 60-day extension for work to be completed on

the grant approved in April 2024 for full roof replacement, replacement of an HVAC system, and plumbing upgrades at the business property of Dogwood Embroidery, located at 404 W. Oak Street.

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

**Vote:** 7 - 0 - Unanimously

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

City Manager Herrera requested authorization for staff to continue the voluntary annexation process of the 18.63-acre tract of land located on Salt Works Road for proposed single-family usage.

Motion by Council Member Sean Conner, seconded by Council Member Christopher Gibbs to approve the item as presented.

**Vote:** 7 - 0 - Unanimously

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 **(Resolution No. R-53-24)**

City Manager Herrera requested approval of a resolution authorizing all notifications for the voluntary annexation of the 18.63-acre tract of land on Salt Works Road as required by law.

Motion by Council Member Sean Conner, seconded by Council Member Kenneth Davidson to approve the item as presented, adopting **Resolution No. R-53-24**.

**Vote:** 7 - 0 - Unanimously

## I. **MAYOR'S REPORT**

Mayor Jordan requested an agenda item at the next City Council meeting to discuss and take action on Meals on Wheels being a partner with the City regarding emergency management. Mayor Jordan also reported on the Thanksgiving holiday, the upcoming LEAD event on January 4, 2024, his absence from recent Council meetings, and the Westwood Panthers football team. Mr. Jordan encouraged any individuals registering or deploying in the military to contact him to be treated to lunch or dinner for their service.

**J. ITEMS FROM COUNCIL**

Council Member Gibbs reported that Quintin Baack was appointed Chief Appraiser to the Anderson County Appraisal District. Mr. Gibbs also discussed priority-based budgeting, which was presented at the National League of Cities City Summit.

Council Member Woodard commended the new concrete walking trail at Reagan Park.

Council Member Davidson invited the community to the Community MPACT's Free Thanksgiving Meal event on November 23, 2024, at 11:00 a.m. Mr. Davidson also discussed attending the National League of Cities City Summit. Mr. Davidson also invited everyone to support the Westwood Panthers Football team at their playoff game in College Station on November 22, 2024.

Council Member Smith reported on the Halloween decor on a home near N. John Street, the Westwood Panthers Football team, and the Dogwood Garden Club's Festival of Trees. Mr. Smith also commended Tourism Marketing Manager Cassie Ham.

Council Member Sean Conner congratulated Municipal Court Clerk Debbye Willoughby, Officer Gerald Craig, and Officer Damien Gibson. Mr. Conner also thanked everyone who wished him a Happy Birthday and wished everyone a Happy Thanksgiving.

Mayor Pro Tem Harmon publicly recognized the Police Department and the Public Works Department for their continuing efforts to the City.

**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. (Item pulled from the agenda)

**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. (Closed Session Item pulled from the agenda)

**M. ADJOURNMENT**

With no other business to come before Council, the meeting was adjourned at 6:05 p.m.

**PASSED AND APPROVED THIS 9TH DAY OF DECEMBER 2024.**

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Mitchell Jordan, Mayor

ATTEST:

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April Jackson, City Secretary





Agenda Date: December 9, 2024  
To: City Council  
From: Mark Harcrow, Chief of Police  
Agenda Item: Consider Approval of Purchase of Body-Worn Cameras for Police Department  
Date Submitted: 12/03/2024

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**SUMMARY:**

Consider approval of the purchase of new body-worn cameras from Motorola Solutions in the amount of \$32,668.00 for the Palestine Police Department. This purchase will be funded through a grant, which will cover \$25,276.65. The department's share of the cost will be \$8,425.55.

**RECOMMENDED ACTION:**

Staff recommends approval as presented.

**CITY MANAGER APPROVAL:**

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**Attachments**

Motorola Quote

Billing Address:  
PALESTINE POLICE DEPT  
511 N JOHN ST  
PALESTINE, TX 75801  
US

Quote Date:11/25/2024  
Expiration Date:02/23/2025  
Quote Created By:  
Blake Galloway  
Regional Sales Manager

214-551-2709

End Customer:  
PALESTINE POLICE DEPT  
Matt Kerr  
MKerr@palestine-tx.org  
(903) 731-8471

Contract: Texas DIR-TSO-4101  
AGREEMENT: WG List Price 20 Off  
Payment Terms:30 NET

## Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
V700							
1	WGB-0741A	0852	V700 BODY WORN CAMERA FIRSTNET READY	22		\$995.00	\$21,890.00
2	WGP02950	0852	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	22		\$99.00	\$2,178.00
3	WGP02798-KIT	0852	V700 MAGNETIC MOUNT WITH BWC BOX	22		Included	Included
4	WGB-0138A	0852	TRANSFER STATION, 8 SLOTS, FOR V300/V700 BWC	2		\$1,495.00	\$2,990.00
5	SWV07S03593A	0853	SOFTWARE ENHANCEMENTS	22	3 YEARS	Included	Included
6	LSV07S03512A	0854	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	22	3 YEARS	\$255.00	\$5,610.00
V700							
7	WGB-0741A	0852	4 V700 Swaps for Recently Purchased V300s	4		\$0.00	\$0.00



Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
8	WGP02950	0852	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	4		\$0.00	\$0.00
9	WGP02798-KIT	0852	V700 MAGNETIC MOUNT WITH BWC BOX	4		Included	Included
10	SWV07S03593A	0853	SOFTWARE ENHANCEMENTS	4	3 YEARS	Included	Included
11	LSV07S03512A	0854	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	4	3 YEARS	\$0.00	\$0.00
	VideoManager EL or EX: Video Evidence Management						
12	SSV07S03605A	0854	Mobile Video Enhanced Software Service (2 Years)*	1	2 YEAR	\$0.00	\$0.00
Grand Total						\$32,668.00(USD)	





Agenda Date: December 9, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Xerox Lease Agreement Renewal for Police Department  
Date Submitted: 12/06/2024

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**SUMMARY:**

Consider renewing the Xerox Lease Agreement for Records of the Police Department. Renewal of the agreement includes a new Xerox machine. The monthly cost will increase by \$5.53 to \$69.49. This renewal falls under a cooperative purchasing plan with the Texas Department of Information Resources, ensuring a negotiated rate. The contract duration is 60 months, with an annual increase of \$66.36 from the previous cost of \$63.96. Approval for this renewal is required.

**RECOMMENDED ACTION:**

Staff recommends approval as presented.

**CITY MANAGER APPROVAL:**

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**Attachments**

Lease Agreement  
Lease Agreement  
Lease Agreement  
Lease Agreement  
Lease Agreement  
Lease Agreement

## Lease Agreement



Customer: PALESTINE, CITY OF (INC)

BillTo: CITY OF PALESTINE  
504 N QUEEN ST  
PALESTINE, TX 75801-2733

Install: CITY OF PALESTINE  
POLICE DEPT RECORDS  
511 N JOHN ST  
PALESTINE, TX 75801-2724

Tax ID#: 1

State or Local Government Negotiated Contract : 072816900

### Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. B415DN (XEROX B415DN)	<ul style="list-style-type: none"><li>- Carrier Deliv/instal</li><li>- Customer Ed</li><li>- Analyst Services</li></ul>	Lease Term: 60 months Purchase Option: FMV	- Xerox B405 S/N 9HB966581 Trade-In as of Payment 49	12/4/2024

### Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. B415DN	\$69.49	1: Black and White Impressions	1 - 2,500 2,501+	Included \$0.0105	<ul style="list-style-type: none"><li>- Consumable Supplies Included for all prints</li><li>- Pricing Fixed for Term</li></ul>
Total	\$69.49	Minimum Payments (Excluding Applicable Taxes)			

### Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and <b>Kim Tackett</b> <b>(903)675-3464</b> For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>	
Signer: _____	Phone: (903)731-8403		
Signature:  _____	Date: _____		

## Financial Analysis for CITY OF PALESTINE

Prepared on 12/4/2024

### Current Costs

Trade Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges						Totals
				Meter	Volume Band	Per Print Rate	AMPV	Above Plan	Meter Charges	
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Xerox Total		\$63.96	\$0.00						\$0.00	\$63.96

### Proposed Costs

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**Monthly Investment      \$5.53**



## Lease Agreement



Customer: PALESTINE, CITY OF (INC)

BillTo: CITY OF PALESTINE  
504 N QUEEN ST  
PALESTINE, TX 75801-2733

Install: CITY OF PALESTINE  
POLICE DEPT RECORDS  
511 N JOHN ST  
PALESTINE, TX 75801-2724

Tax ID#: 1

State or Local Government Negotiated Contract : 072816900


### Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
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### Monthly Pricing

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Total	\$69.49	Minimum Payments (Excluding Applicable Taxes)			

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Signer: _____	Phone: (903)731-8403		
Signature:  _____	Date: _____		



## Financial Analysis for CITY OF PALESTINE

Prepared on 12/4/2024

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Total		\$69.49	Included						\$0.00	\$69.49

**Monthly Investment      \$5.53**



Agenda Date: December 9, 2024  
To: City Council  
From: Andrew Sibai, Finance Director  
Agenda Item: Bureau Veritas FY 2025  
Date Submitted: 12/04/2024

---

**SUMMARY:**

Consider approval of health inspection, plan review, and building inspection fees of \$260,000.00 to Bureau Veritas North America, Inc. Due to high volumes of development in the City, staff is requesting approval for \$260,000.00 to be spent on the services previously mentioned.

This cost is higher than expected and budgeted for, but the majority of fees will be passed on to contractors and developers.

**RECOMMENDED ACTION:**

Staff recommends approval as presented.

**CITY MANAGER APPROVAL:**

---

**Fiscal Impact**

**Fiscal Year:** 2025  
**Budgeted Y/N:** N  
**Account #:** 010-810-53031  
**Amount Requested:** 260,000.00

**BUDGETARY IMPACT:**

Planned on \$100,000 in expenditures for FY 2025 for Bureau Veritas but due to high volume of development, current estimates are much higher.

Cost will be passed on to developers and contractors, so a surplus of revenue for development fees will also flow into the City

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**Attachments**

Bureau Veritas PO

## City of Palestine – Requisition

Date 12/4/2024	Requested By Susan Davis	Exempt From Bidding  <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Other (Explain Below)	Bureau Veritas North America Inc. PO Box 841566 Dallas, TX 75284-1566			
Ship To 504 N. Queen						
Order To Be Placed By Requester <input checked="" type="checkbox"/> Purchasing Agent <input type="checkbox"/>						
Account Number 010-810-53331						

Description	Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Plan Review Fees	1	\$ 70,000.00	70,000.00				
Inspection Fees	1	\$ 140,000.00	140,000.00				
Health Fees	1	\$ 50,000.00	50,000.00				
Shipping Charges		\$0.00					
		Total	\$ 260,000.00	Total	\$ 0.00	Total	\$ 0.00

Awardee: <u>Bureau Veritas</u>	Department Head Signature: <u>Susan Davis</u> Date: <u>12/4/2024</u>
--------------------------------	--

City Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

15838



Agenda Date: December 11, 2023  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Consider approval to execute a Professional Services Agreement with Bureau Veritas  
Date Submitted: 12/08/2023

---

**SUMMARY:**

Consider approval of the Professional Services Agreement between the City of Palestine and Bureau Veritas North America, Inc. (BVNA). The City desires to receive independent professional services for Residential and Commercial Plan Reviews, Building Inspections, and Health and Sanitation Services provided by BVNA under the terms of the Professional Service Agreement. The scope of services and fee schedule are attached as Attachments A and B of the agreement. This agreement would remain in effect from the effective date unless terminated by written notice at least 30 days before termination.

**RECOMMENDED ACTION:**

Staff recommends approval of the Professional Services Agreement between the City of Palestine and Bureau Veritas North America, Inc. (BVNA).

**CITY MANAGER APPROVAL:**

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Attachments  
Professional Services Agreement

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Agenda Date: March 25, 2024  
To: City Council  
From: Andrew Sibai, Finance Director  
Agenda Item: Consider Approval of a purchase order in the amount of \$75,000 for Bureau Veritas  
Date Submitted: 03/20/2024

---

**SUMMARY:**

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

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

**RECOMMENDED ACTION:**

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

**CITY MANAGER APPROVAL:**

---

**Fiscal Impact**

Fiscal Year: 2024  
Budgeted Y/N: N  
Account #: 010-810-53031  
Amount Requested: 75000.00

**BUDGETARY IMPACT:**

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

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**Attachments**



## Bureau Veritas PO

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

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

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

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

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

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

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

**AGREEMENT**

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

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

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

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

BUREAU VERITAS NORTH AMERICA, INC.  
Standard Professional Services Agreement (Facilities) - Rev. (3) 04-14-2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*If to Client:*

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

*If to BVNA:*

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

*With cc to:*

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signatures on following page]

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

**BUREAU VERITAS NORTH AMERICA, INC.**

**CLIENT**

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

DTQR DS

Date

## **ATTACHMENT A SCOPE OF SERVICES**

### **CONSTRUCTION CODE SERVICES**

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

#### **Plan Review**

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

#### **Inspections**

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

### **FIRE SERVICES**

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

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

#### **Fire Services Inspections**

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

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

#### **Annual Fire Safety Inspections**

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

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

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

### **HEALTH SERVICES**

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

BVNA services include the following per permitted installation:

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

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

### **PUBLIC WORKS SERVICES**

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

#### **Inspections**

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

#### **Plan Review**

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

## **Technical Support**

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

## **PLANNING AND MAPPING SERVICES**

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

### **Base Mapping**

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

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

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



### **Population**

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

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

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

### **B. Economic Development**

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

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

## **2. Economic Base, "Barrier Analysis"**

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

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

### **3. PLAN**

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

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

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

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

### **2. Analysis**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- f) Curb and gutter;
    - g) Origin and destination information, where available;
    - h) Land use and traffic generator information;
    - i) Truck routes; and,
    - j) Emergency routes.
  - Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
  - Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.
- 2. Thoroughfare Analysis**
- BV shall list and rank problems related to the thoroughfares system.
  - To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
    - a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
    - b) Circulation studies prepared previously; and
    - c) Street standards approved by the locality and State.
- 3. Thoroughfare Plan**
- BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
    - a) Priorities;
    - b) Estimated costs; and
    - c) Sources of possible funding.
  - In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
  - Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.
  - BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

## **F. Water System**

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

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

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

## **2. Water System Analysis**

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

## **3. Water System Plan**

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



## **G. Wastewater System**

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

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

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

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

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

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

## **H. Storm Drainage System**

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

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

## **2. Storm Drainage Analysis**

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

## **3. Storm Drainage Plan**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **K. Subdivision Ordinance**

### **1. Ordinance Development**

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

### **2. Ordinance Review**

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

## **L. Zoning Ordinance**

### **1. Ordinance Development**

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

### **2. Ordinance Review**

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

## **Current Planning Activities**

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

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

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

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

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

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

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

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

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

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

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

#### **911 Addressing**

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

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

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

### **ADA SERVICES**

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

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

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

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

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

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

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

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

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

### **PHASE 2 ADA Services**

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

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

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



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

- **4E: Sidewalks** – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.
- **Task 5 – Survey Data Reporting:**
  - **5A:** BV will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
    - Listing of facilities in compliance.
    - Listing of facilities not in compliance.
    - Recommended actions to resolve non-compliance elements.
    - Prioritize list of recommended actions based on agreed upon methodologies between BV and City staff.
    - Assign conceptual costs and budget based on prioritized list of recommended actions.
    - Provide photo log of each facility surveyed.
    - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.
  - **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

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

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

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

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

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

#### **Phase 2D: Meetings, Presentation to Council, and Documentation**

- **Scope:**
  - **Task 1 – Progress Meetings:** BV will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
  - **Task 2 – City Council Meeting:** BV will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
  - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
  - **Task 4 – Draft ADA Self-evaluation and ADA Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
    - **4A:** Executive summary describing the project purpose, process, and significant findings.
    - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
    - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
    - **4D:** BV will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.
  - **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BV will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
  - **Task 6 – Final Deliverables:**
    - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
    - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
    - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

#### **HYGIENE SAFETY EXCELLENCE**

BVNA has launched a certification label based on health measures to accompany the resumption of activity in various industries, both private and public. The Hygiene Safety Excellence Certification program assists with reopening facilities and services. Our partnership with the Cleveland Clinic provides clear guidance and ensures confidence for both internal employees and the public as programs and services resume. This certification program includes the following five phases. All phases may be selected or individual phases may be selected to match the needs requiring assistance and BVNA will assist accordingly.

- I. **CONSULTING:** Build a detailed Hygiene Safety Excellence (Guide) for prevention and safety.
- II. **TRAINING AND COMMUNICATION:** Create and administer communication/training kits for good hygiene practices for all employees (optional collaboration initiatives between Client marketing and BV marketing to promote hygiene safety).
- III. **INITIAL AUDIT:** Complete initial audit and reporting of hygiene protocols and operational requirements (optional surface testing if requested).
- IV. **HYGIENE SAFETY EXCELLENCE LABEL:** Apply for Hygiene Safety Excellence Certification (and install Certification label).
- V. **SURVEILLANCE:** Continue ongoing auditing and testing in order to comply with the Hygiene Safety Excellence (Guide).

**ATTACHMENT B  
FEE SCHEDULE**

**CONSTRUCTION CODE SERVICES**

**Fee Table 1 - Commercial and Multi-Family construction plan review**

Valuation	Fee
\$1. <sup>00</sup> to \$10,000. <sup>00</sup>	\$50. <sup>00</sup>
\$10,001. <sup>00</sup> to \$25,000. <sup>00</sup>	\$70.69 for the first \$10,000. <sup>00</sup> plus \$5.46 for each additional \$1000. <sup>00</sup>
\$25,001. <sup>00</sup> to \$50,000. <sup>00</sup>	\$152.59 for the first \$25,000. <sup>00</sup> plus \$3.94 for each additional \$1000. <sup>00</sup>
\$50,001. <sup>00</sup> to \$100,000. <sup>00</sup>	\$251.09 for the first \$50,000. <sup>00</sup> plus \$2.73 for each additional \$1000. <sup>00</sup>
\$100,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$387.59 for the first \$100,000. <sup>00</sup> plus \$2.19 for each additional \$1000. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1,263.59 for the first \$500,000. <sup>00</sup> plus \$1.85 for each additional \$1000. <sup>00</sup>
\$1,000,001. <sup>00</sup> and up	\$2,188.59 for the first \$1,000,000. <sup>00</sup> plus \$1.23 for each additional \$1000. <sup>00</sup>

**Fee Table 2 - Commercial and Multi-Family construction inspection**

Valuation	Fee
\$1. <sup>00</sup> to \$10,000. <sup>00</sup>	\$76. <sup>92</sup>
\$10,001. <sup>00</sup> to \$25,000. <sup>00</sup>	\$108.75 for the first \$10,000. <sup>00</sup> plus \$8.40 for each additional \$1000. <sup>00</sup>
\$25,001. <sup>00</sup> to \$50,000. <sup>00</sup>	\$234.75 for the first \$25,000. <sup>00</sup> plus \$6.06 for each additional \$1000. <sup>00</sup>
\$50,001. <sup>00</sup> to \$100,000. <sup>00</sup>	\$386.25 for the first \$50,000. <sup>00</sup> plus \$4.20 for each additional \$1000. <sup>00</sup>
\$100,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$596.25 for the first \$100,000. <sup>00</sup> plus \$3.36 for each additional \$1000. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1,940.25 for the first \$500,000. <sup>00</sup> plus \$2.85 for each additional \$1000. <sup>00</sup>
\$1,000,001. <sup>00</sup> and up	\$3,365.25 for the first \$1,000,000. <sup>00</sup> plus \$1.89 for each additional \$1000. <sup>00</sup>

**Fee Table 3 - Construction or Improvement of a Residential Dwelling**

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

<b>Plan Review Only</b>	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
<b>Alterations / Additions / Improvements for Residential Construction</b>	
<b>Trade Permits</b>	<b>Fee</b>
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

\* All fees billed upon issuance of the permit by the jurisdiction

#### **Back-up Inspections**

\* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

#### **FIRE SERVICES**

##### **Single Family Residential Fire Services**

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

##### **Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)**

<b>Valuation</b>	<b>Fee, Each System</b>
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

##### **Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)**

<b>Valuation</b>	<b>Fee, Each System</b>
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00

\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

#### Fire Underground

Fire Code Plan Review	\$200.00
Fire Code Plan Inspection	\$250.00

#### Fire Extinguisher Suppression System

Per permit, one inspection	\$450.00
Each re-inspection	\$100.00

#### Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections	\$150.00
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#### Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

#### Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

#### Site Plan

Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy  
 Type VB construction  
 10,000 square feet total building area  
 Declared construction valuation \$1,200,000.  
 Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.  
 The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

\* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

## HEALTH SERVICES

### PER INSPECTION ONLY:

Food Service Inspections - Per each inspection	\$150.00
<ul style="list-style-type: none"> <li>Permanent Food Establishment Inspection</li> <li>Mobile Food Vendor (Hot and Cold Truck) Inspection</li> <li>Seasonal Vendor Inspection</li> <li>Public Swimming Pool Inspection</li> </ul>	
Temporary Event Inspection - Per each permit	\$100.00
Complaint Investigation - Per each complaint	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for each re-inspection.	\$150.00 per hour
* Minimum one hour	

## PUBLIC WORKS SERVICES

Public Works Plan Review Only	1.0% of the cost of construction
Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	\$150/hour, minimum 4 hours.

## PLANNING AND MAPPING SERVICES

Fixed Fees (Based on estimated population in \$/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	Elements	Cost / 100 people	Min. Hours
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	\$2,000	67
2	Parks & Recreation	\$750	25
3	Thoroughfare Plan	\$750	25
4	Central Business District Planning	\$1,250	42
5	Zoning Ordinance	(fixed fee) \$6,500	43
6	Subdivision Ordinance	(fixed fee) \$6,500	43
7	Streets Condition Study	\$700	23
8	Water Study Distribution and Supply	\$1,000	33

BUREAU VERITAS NORTH AMERICA, INC.  
 Standard Professional Services Agreement (Facilities) - Rev. (3) 04-14-2021



9	Wastewater Collection and Treatment	\$1,000	33
10	Capital Improvement Plan	\$300	10
11	Digital Map preparation*	\$1,000	33
12	Citizen Participation	\$1,250	42
As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element			
* Assume easy access to documents - additional research listed under additional services			

#### Hourly Fees

Available Planning Services		
Element	Cost	
Site Plan Review	\$150 per hour (1 hour minimum)	
Site Plan Preparation	\$150 per hour (1 hour minimum)	
Zoning Application Review	\$150 per hour (1 hour minimum)	
SUP Application Review	\$150 per hour (1 hour minimum)	
Zoning Board of Adjustment Application Review	\$150 per hour (1 hour minimum)	
Sign Application Review	\$150 per hour (1 hour minimum)	
Zoning Case Ordinance Preparation	\$150 per hour (1 hour minimum)	
Plat Review - Planning Perspective	\$150 per hour (1 hour minimum)	
Public Hearing Notice map and ownership list (City Mails)	\$150 per hour (1 hour minimum)	
Zoning Map Updates	\$150 per hour (1 hour minimum)	
911 Address mapping (First Time)	\$1,000 per person	Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)	
City Council/Planning and Zoning Meeting	\$225 per hour (1 hour minimum)	
Contract Planning Director	\$175 per hour (1 hour minimum)	
Contract Planner	\$150 per hour (1 hour minimum)	
Contract work for Developer interests	\$150 per hour (1 hour minimum)	
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)	
Additional Services	\$150 per hour (1 hour minimum)	
* Assume easy access to documents - additional research listed under additional services		

#### Reimbursable Expenses (\$150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography and reproduction
- Special shipping

## ADA SERVICES

### Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	\$150.00	\$6,000.00
1B – ADA Notice Development & Distribution	40	\$150.00	\$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	\$150.00	\$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	\$150.00	\$8,400.00
<b>Grand Total:</b>	<b>176 (1.5 wks)</b>		<b>\$26,400.00</b>

### Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	\$150.00	\$86,400.00
2B – ADA Transition Plan	96	\$150.00	\$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	\$150.00	\$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	\$150.00	\$25,200.00
<b>Grand Total:</b>	<b>880 (5.5 mos.)</b>		<b>\$132,000.00</b>

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV can review and provide cost estimates to accommodate the City.

## HYGIENE SAFETY EXCELLENCE

Service(s)	Related Protocol(s)	Fee(s)
Consulting – Hygiene Safety Excellence Protocol (Guide)	Client Specific (One-time fee)	\$1,250 per man day
eLearning platform and sector specific modules	Client Specific	\$15 per user, plus One-time setup cost \$500 Optional custom portal per unique module / department function (\$2,000)
Physical Audit	Client Specific	\$1,450 <i>estimate per Facility*</i>
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	\$195 <i>estimate per Facility</i>
*The fee for a larger-sized building may be a higher fee than the estimated Fee shown in the Table. BVNA will propose a fee per facility.		
**BVNA recommends 10 surface tests per property of random surfaces of service counters, etc.		



Agenda Date: December 9, 2024  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Hidden Hills Addition Annexation  
Date Submitted: 12/02/2024

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**SUMMARY:**

The City of Palestine has received a request from JD Builders and Developers, LLC, to annex an 18.63-acre tract of land situated in the Joseph Jordan Survey, Abstract 33, Anderson County, Texas. On November 18, 2024, the City Council formally accepted this request and scheduled a public hearing through Resolution No. R-53-24.

In accordance with legal requirements, a notice of the public hearing was issued, and the hearing took place on December 9, 2024. All necessary procedures outlined in Chapter 43, Subchapter C-3 of the Texas Local Government Code have been followed.

**RECOMMENDED ACTION:**

Staff recommends approval of the ordinance as presented.

**CITY MANAGER APPROVAL:**

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**Attachments**

Ordinance  
Annexation Request  
Public Hearing Notice

**ORDINANCE NO. O- -24**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, ANNEXING AN APPROXIMATE 18.63-ACRE TRACT OF LAND INTO THE CITY OF PALESTINE, TEXAS, ANDERSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL INHABITANTS OF SAID PROPERTY ALL RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF PALESTINE, AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY.**

**WHEREAS,** on November 18, 2024, the City of Palestine, Texas (“City”) by **Resolution No. R-53-24** called one public hearing on the annexation of an 18.63-acre tract of land situated within the City’s extraterritorial jurisdiction, known as the Hidden Hills Addition.

**WHEREAS,** the approximately 18.63 acre tract of land offered for annexation is more particularly described in the metes and bounds description attached as Exhibit “A” hereto (“Property”); and

**WHEREAS,** the City held one public hearing on December 9, 2024, as required by law; and

**WHEREAS,** the procedures described by Chapter 43, Subchapters C-3, Texas Local Government Code, and the laws of this State have been duly followed with respect to the Property described in Exhibit “A”; and

**WHEREAS,** this Ordinance received one reading at a properly noticed meeting of the City Council of the City of Palestine on December 9, 2024.

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

**SECTION 1.** The City finds the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

**SECTION 2.** The City finds the annexation of the Property herein described complies with Chapter 43 of the Texas Local Government Code.

**SECTION 3.** The Property herein described in Exhibit “A” is hereby annexed into the City of Palestine, Anderson County, Texas, and the boundary limits of the City of Palestine, Texas, are hereby extended to include the above-described Property within the territorial limits of the City of Palestine, Texas, and the same shall hereafter be included within the territorial limits of said City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Palestine, Texas, and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

- SECTION 4.** The City Secretary is hereby directed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby directed to file with the County Clerk of Anderson County, Texas, a certified copy of this Ordinance and to notify the Anderson County Appraisal District of the Annexation of the Property herein described.
- SECTION 5.** A service plan prepared in accordance with applicable provisions of State law pertaining to annexation is attached hereto as Exhibit “B” and incorporated herein for all intents and purposes.
- SECTION 6.** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- SECTION 7.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- SECTION 8.** This Ordinance shall be effective immediately upon passage and publication.
- SECTION 9.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

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

**PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 9th day of December, 2024**

\_\_\_\_\_  
MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
APRIL JACKSON  
CITY SECRETARY

\_\_\_\_\_  
REZZIN PULLUM  
CITY ATTORNEY

THE STATE OF TEXAS

§  
§  
§

COUNTY OF ANDERSON

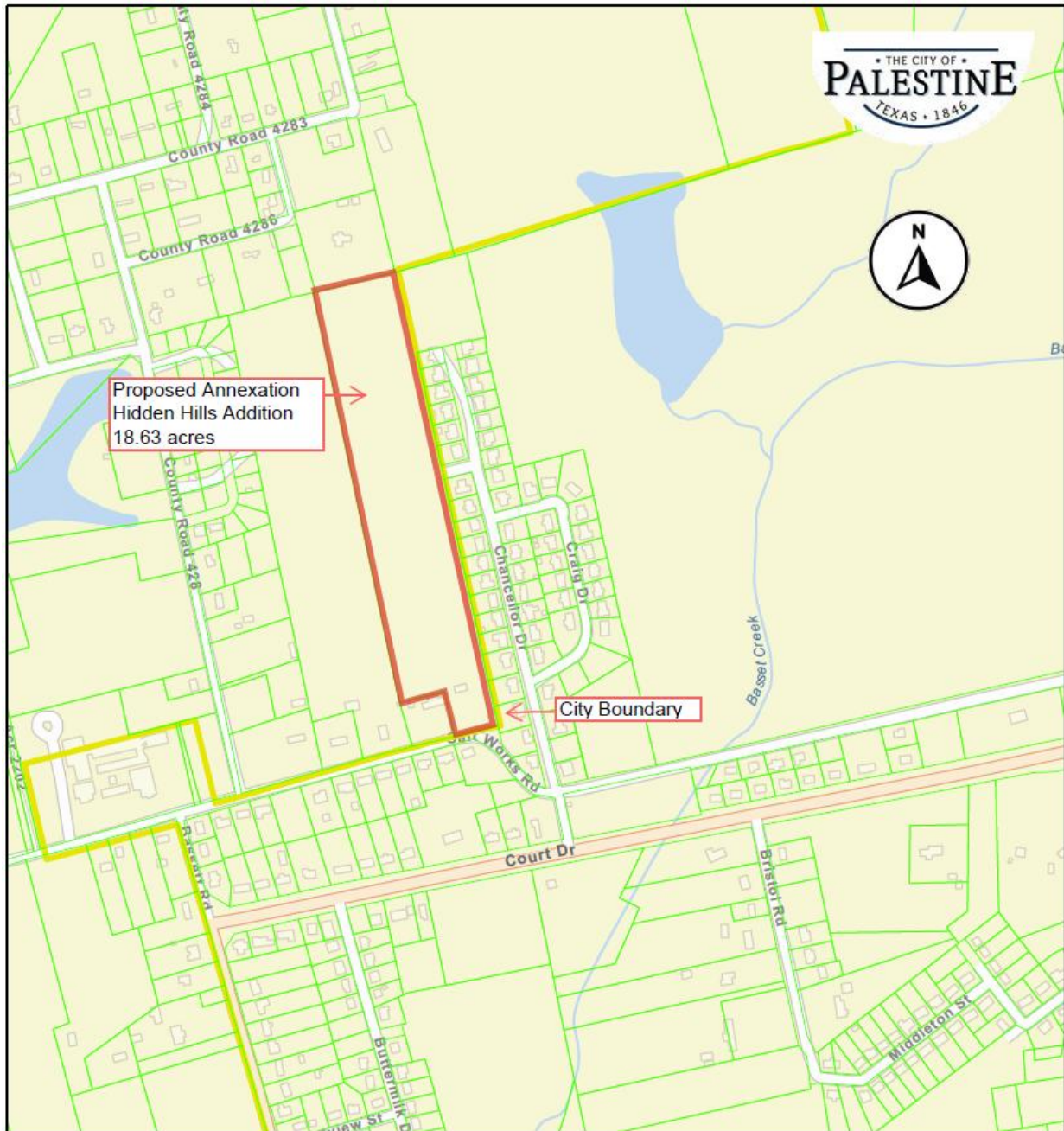
This instrument was acknowledged before me on the **9th** day of **December 2024**, by **MITCHELL JORDAN** in the capacity stated, on behalf of the **CITY OF PALESTINE, TEXAS**.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**AFTER RECORDING RETURN TO:**

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

**EXHIBIT "A"**  
**PROPERTY 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" inch 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 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 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 Additon, 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.

DRAFT

**EXHIBIT “B”**  
**Service Plan Agreement**

STATE OF TEXAS                   §  
   §  
COUNTY OF ANDERSON       §

**CITY OF PALESTINE ANNEXATION SERVICE PLAN AGREEMENT**  
**FOR THE VOLUNTARY ANNEXATION OF HIDDEN HILLS ADDITION**

This Service Plan Agreement (“Plan Agreement”) is made and entered into by and between the City of Palestine, Texas, a home rule municipality (the “City”) and JD Builders and Developers, LLC (the “Owner”), who may collectively be referred to as the “Parties” and sometimes individually referred to as a “Party.”

**RECITALS**

**WHEREAS**, JD Builders and Developers, LLC is the Owner of an 18.63-acre tract of land situated in the Joseph Jordan Survey, Abstract A0033, outside the city limits of the City of Palestine (the “Property”); and

**WHEREAS**, JD Builders and Developers, LLC, by and through its authorized agent Robert A. Breedlove, PE, Project Manager for The C.T. Brannon Corporation, submitted a written petition for voluntary annexation to the City on or about September 23, 2024, requesting annexation of the Property into the City, which petition is attached hereto as Attachment A; and

**WHEREAS**, the Owner confirmed in writing that the Property is not appraised for ad valorem purposes as agricultural, wildlife management, or timber management; and

**WHEREAS**, the City has the authority to annex the Property with the Owner’s voluntary consent pursuant to Section 43.0671 of the Texas Local Government Code; and

**WHEREAS**, the City convened in a properly noticed public meeting on Monday, November 18, 2024, wherein it accepted the Owner’s request for voluntary annexation; and

**WHEREAS**, the Parties now wish to mutually agree as to the provision of municipal services in accordance with Section 43.0672, as follows:

**SERVICE PLAN AGREEMENT**

**1. EFFECTIVE DATE**

This Service Plan Agreement has been prepared in accordance with Texas Local Government Code, Section 43.0672. This Plan Agreement is proposed to be in effect commencing on the institution of proceedings for the annexation of the Property.

**2. SERVICE PLAN AGREEMENT**

The City shall provide services to the Property pursuant to any methods by which it extends or is authorized to extend services to any other area of the City. The City shall not provide fewer services or a lower level of services to the Property than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this annexation Service Plan Agreement to require that a uniform level of services be provided to all areas of the City, including the Property, where differing characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. Pursuant to Section 43.0672 of the Texas Local Government Code, the City will provide the following services upon the annexation of the Property at the following levels and in accordance with the following schedule:

Police Protection: The City of Palestine Police Department will provide protection and law enforcement to the Property; and these activities will include normal patrols and responses, the handling of complaints and incident reports, and other services and support provided by the City's Police Department to other portions of the City, all pursuant to the City's standard policies and procedures, as may be amended.

Fire Protection: The Fire Department serving the City of Palestine at the time of the annexation will provide fire protection to the Property in accordance with standard policies and procedures, as may be amended.

Emergency Medical Services: Emergency medical services will continue to be provided by Anderson County agencies on the same basis and at the same level as provided throughout the City.

Solid Waste Collection: Business and residential solid waste collection and recycling services will be provided to residents and businesses in the Property, all in accordance with the City's standard policies and procedures, as may be amended.

Operation and Maintenance of Water, Wastewater, and Gas System Facilities Owned and Operated By the City: Operation and maintenance of the City water and wastewater system and facilities that are owned and operated by the City will be provided on the same basis and at the same level as provided throughout the City after such water and wastewater services are constructed in the annexed area by any Owner to the extent necessary to serve the Property.

Operation and Maintenance of Roads, Streets, Street Lighting, and Drainage: All existing roads, streets, street lighting, and drainage in the City will be maintained in accordance with the City standard policies and procedures, as may be amended. The City of Palestine Public Works Department will be able to provide, after the effective date of annexation, any additional traffic infrastructure as deemed necessary.

Other City Services: All other available municipal services not specifically listed above shall be extended to residents and/or commercial entities occupying the Property in accordance with the City's standard policies and procedures, as may be amended.

### **3. AMENDMENT; GOVERNING LAW**

This Service Plan Agreement may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the services nor changes in the responsibilities of the various

departments of the City shall constitute amendments to this Service Plan Agreement, and the City reserves the right to make such changes. This Service Plan Agreement is subject to and shall be interpreted in accordance with the Texas Local Government Code, the Constitution and laws of the federal governments of the United States of America and the State of Texas. The provisions and obligations of this Service Plan Agreement are performable in Anderson County, Texas such that exclusive venue for any action arising out of this Service Plan Agreement shall be in Anderson County, Texas.

#### **4. FORCE MAJEURE**

Should a *force majeure* interrupt the services described herein, the City shall resume services under this Service Plan Agreement within a reasonable time after the cessation of the *force majeure*. The term “*force majeure*,” for the purposes of this Service Plan Agreement, shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions, and any other inability imposed upon the City whether similar to those enumerated or otherwise, which is not within the control of the City.

#### **5. ENTIRE AGREEMENT**

This Service Plan Agreement contains the entire and integrated Service Plan Agreement between the Parties relating to the provision of municipal services to the Property and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

#### **6. AUTHORITY**

City represents that they have full power, authority and legal right to execute, deliver, and perform their obligations pursuant to this Service Plan Agreement.

#### **7. SEVERABILITY**

If any term or provision of this Service Plan Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Service Plan Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Service Plan Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

#### **8. NO WAIVER**

It is understood that by execution of this Service Plan Agreement, the City does not waive or surrender any of its governmental powers or immunities. The failure of either Party to insist upon the performance of any term or provision of this Service Plan Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

#### **9. PLAN BINDS SUCCESSORS AND RUNS WITH THE LAND**

This Service Plan Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Service Plan Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

#### **10. COUNTERPARTS**

This Service Plan Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

FOR THE CITY:

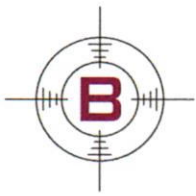
FOR JD BUILDERS AND DEVELOPERS,  
LLC

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Mitchell Jordan, Mayor  
City of Palestine, Texas

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Diana M. Castillo, Managing Member



# 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;

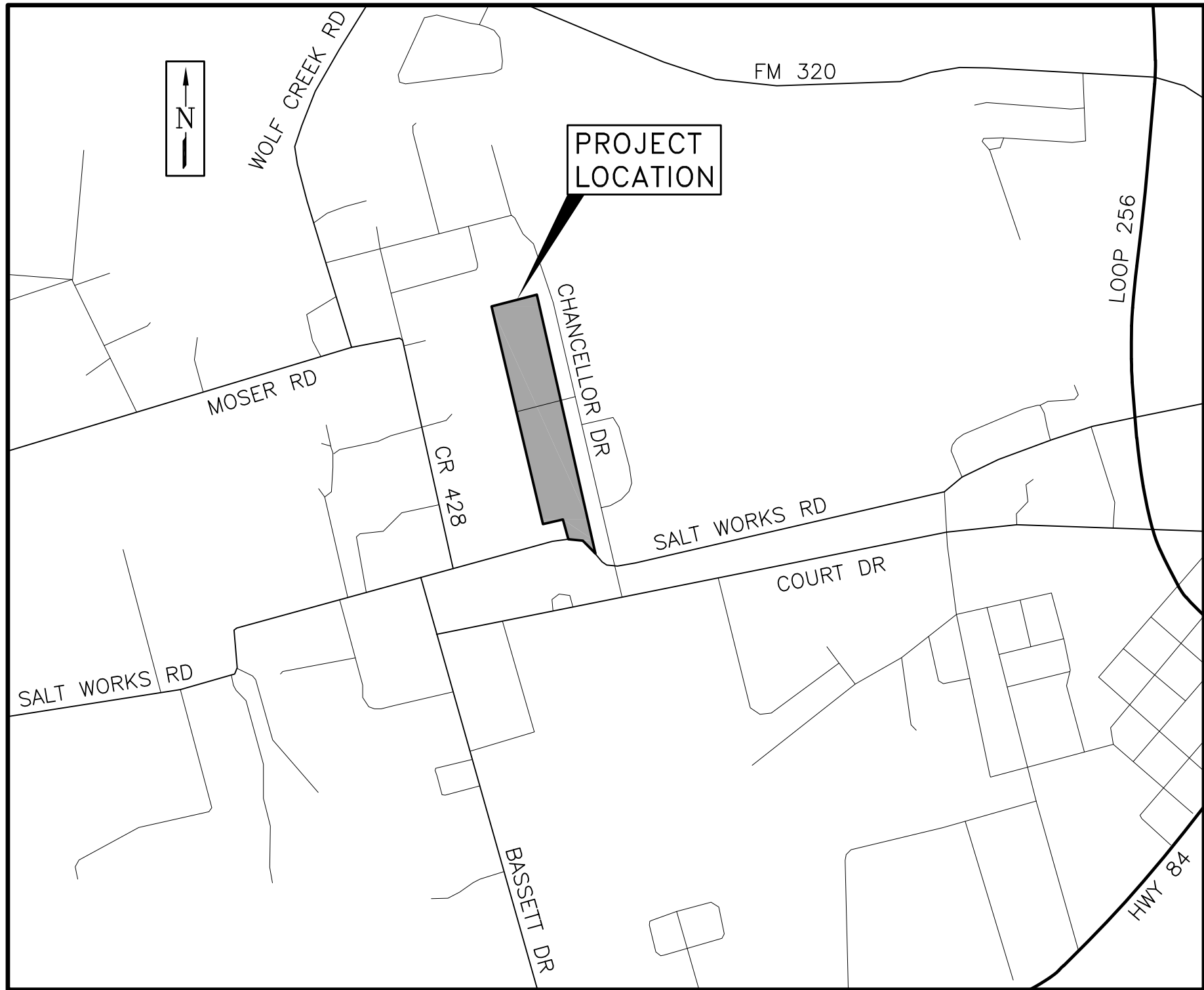
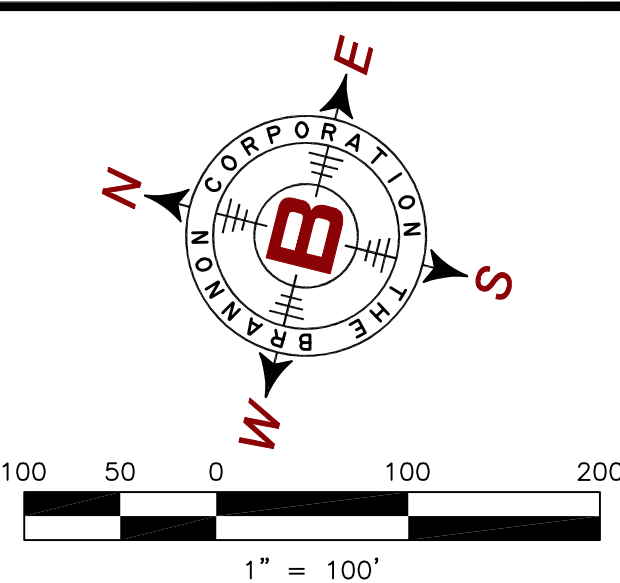
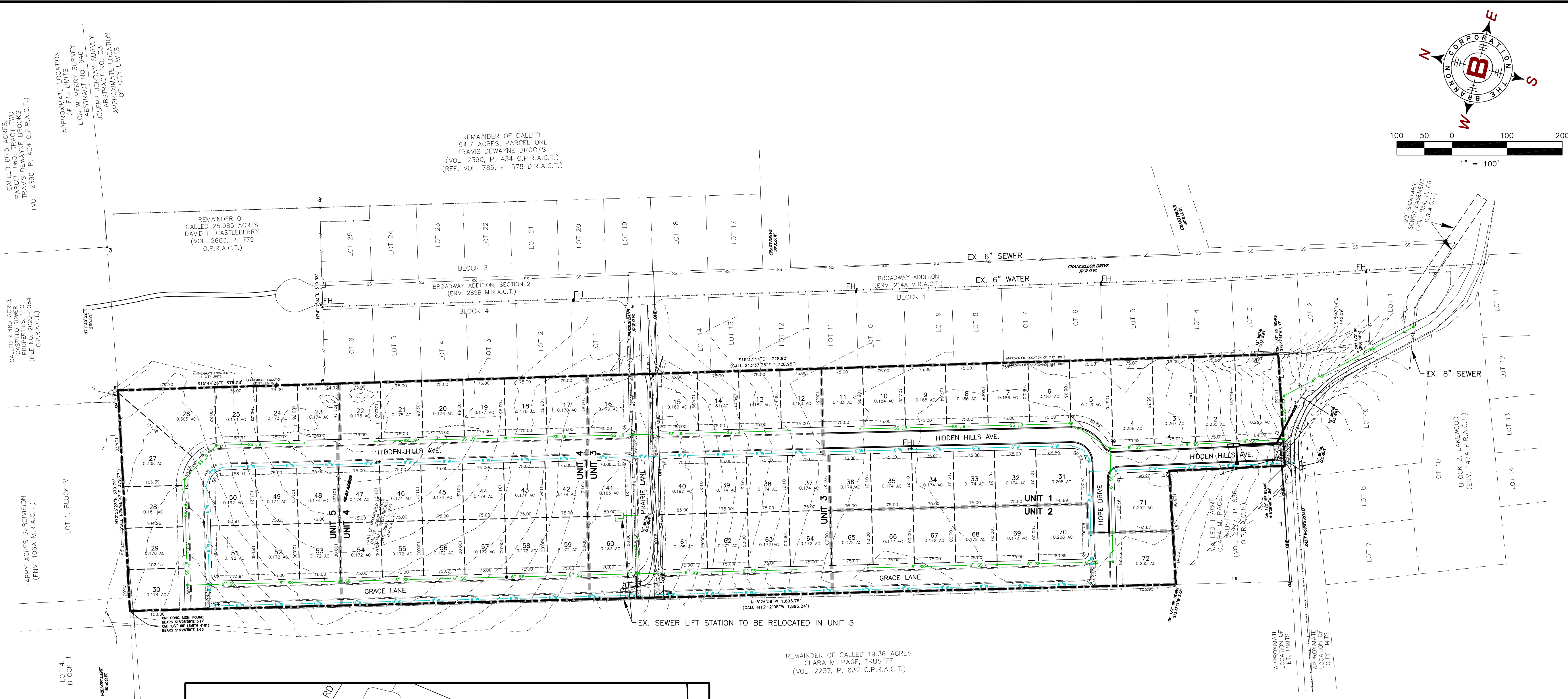
THENCE South 72 degrees 37 minutes 51 seconds West, with the most Southerly South line of said 25.985 acre tract and along the North margin of Salt Works Road, a distance of 202.53 feet to a point at the most Southerly Southwest corner of said 25.985 acre tract and at the Southeast corner of said 1 acre 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**



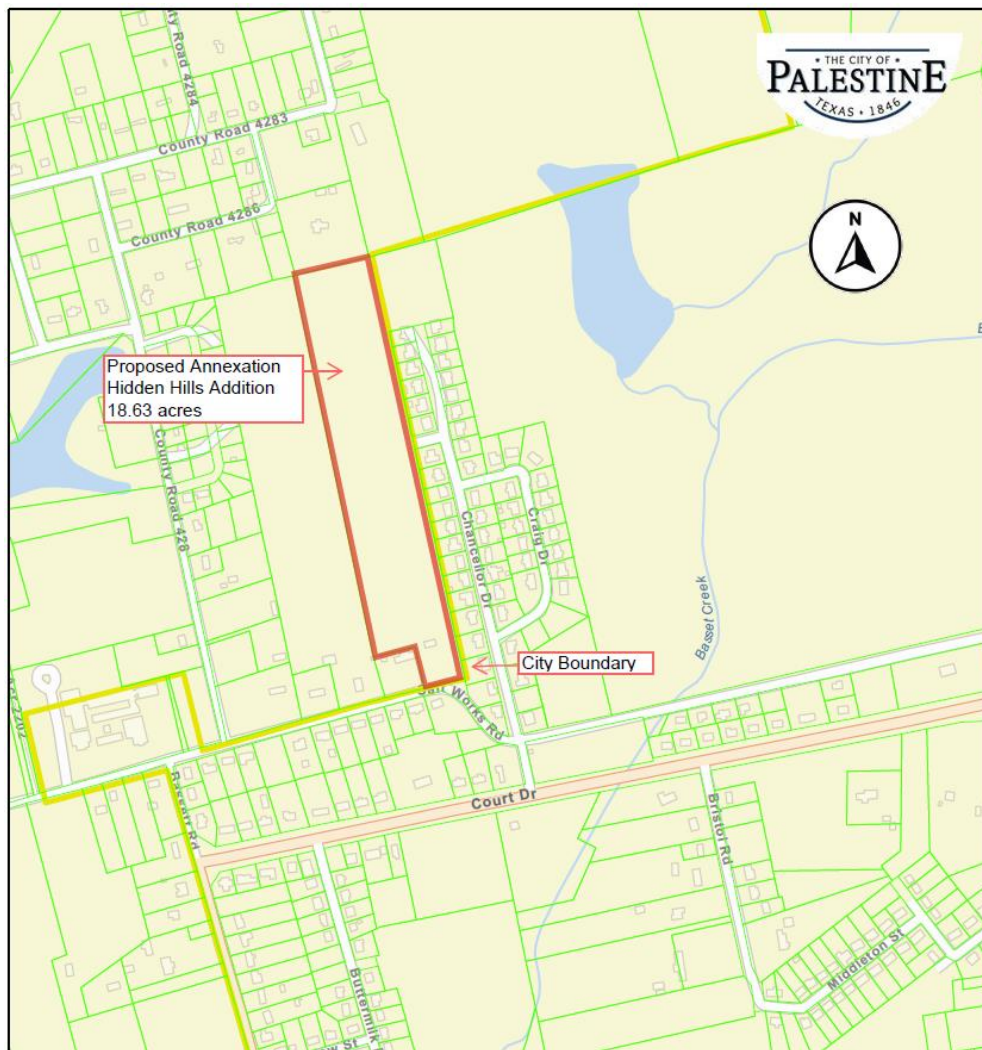


## **NOTICE OF PUBLIC HEARINGS FOR ANNEXATION**

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 hearing 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:



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:

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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.



Agenda Date: December 9, 2024  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Preliminary Plat for the Hidden Hills Addition  
Date Submitted: 12/04/2024

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**SUMMARY:**

Review and consider a Preliminary Plat for the Hidden Hills Addition, consisting of 18.63 acres situated in the Joseph Jordan Survey, Abstract 33, Anderson County, Texas. The applicant, JD Builders & Developers, LLC, has attended a redevelopment meeting with City staff and has submitted an annexation request. The developer is currently working on the construction plans and final plat for Phase 1 of the development, which will be taken before the Planning and Zoning Commission for recommendation before consideration by City Council. The Preliminary Plat was unanimously approved by the Planning and Zoning Commission during its regular meeting on November 7, 2024, by a 6-0 vote.

**RECOMMENDED ACTION:**

For review and consideration.

**CITY MANAGER APPROVAL:**

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**Attachments**

Application  
Preliminary Plat



#240634

**PLAT APPLICATION****TYPE OF PLAT**

<input type="checkbox"/> Amending Plat	<input checked="" type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Final Plat	<input type="checkbox"/> Minor Plat	<input type="checkbox"/> Replat
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**PROPERTY INFORMATION**

Address (if available): \_\_\_\_\_

Legal Description: Tract 17, 17A, 17B, 17C; Block 1226 (18.63 Acres) Joseph Jordan SurveyZoning Classification: Urban ResidentialCurrent Property Use: UndevelopedReason for Plat Application: To allow for residential Single Family housing developmentProposed Subdivision Name: Hidden Hills AdditionExisting Deed Restrictions: ☐ Yes (Attach a copy with the application) ☒ NoProposed Deed Restrictions: ☐ Yes (Attach a copy with the application) ☒ No**APPLICANT INFORMATION**Applicant Name: JD Builders and Developers, LLCAddress: 12941 North Freeway, Suite 800BCity: HoustonState: TXZip: 77060Phone Number: 903-767-9364Email: [REDACTED]

Fax: \_\_\_\_\_

**OWNER INFORMATION**Owner Name: JD Builders and Developers LLCAddress: 12941 North Freeway, Suite 800DCity: HoustonState: TXZip: 77060Phone Number 903-767-9364 Email: [REDACTED]

Fax: \_\_\_\_\_

**ENGINEER INFORMATION**Firm Name: The CT Brannon CorporationEngineer Name: Robert A. Breedlove, PECity: TylerState: TXZip: 75701Phone Number: 903-597-2122 Email: [REDACTED]

Fax: \_\_\_\_\_



## PLAT APPLICATION

### PROPERTY OWNER OR AUTHORIZED APPLICANT ACKNOWLEDGEMENT

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

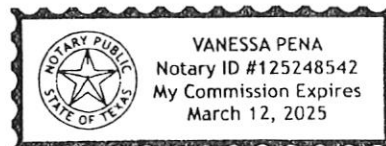
State of: TX County of: HARRIS

This instrument was acknowledged before me on the

9/4/24

Day/Month/Year

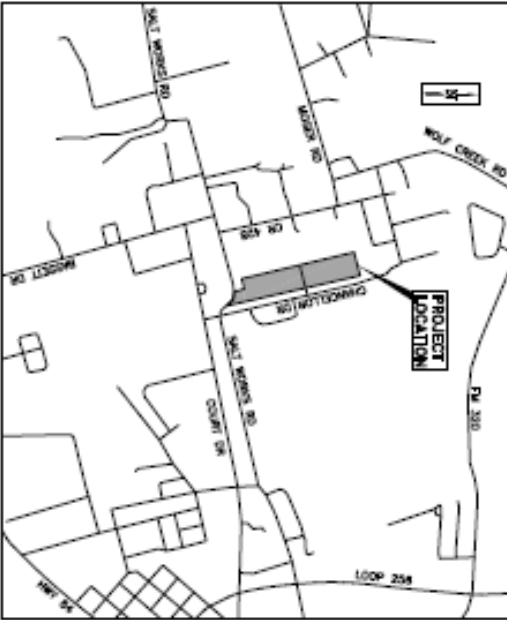
By: VANESSA PENA



Signature of Notary Public

Signature of Applicant

# VICINITY MAP



**GENERAL NOTES**

1. EXISTING LOT AREA: 10.00 AC.

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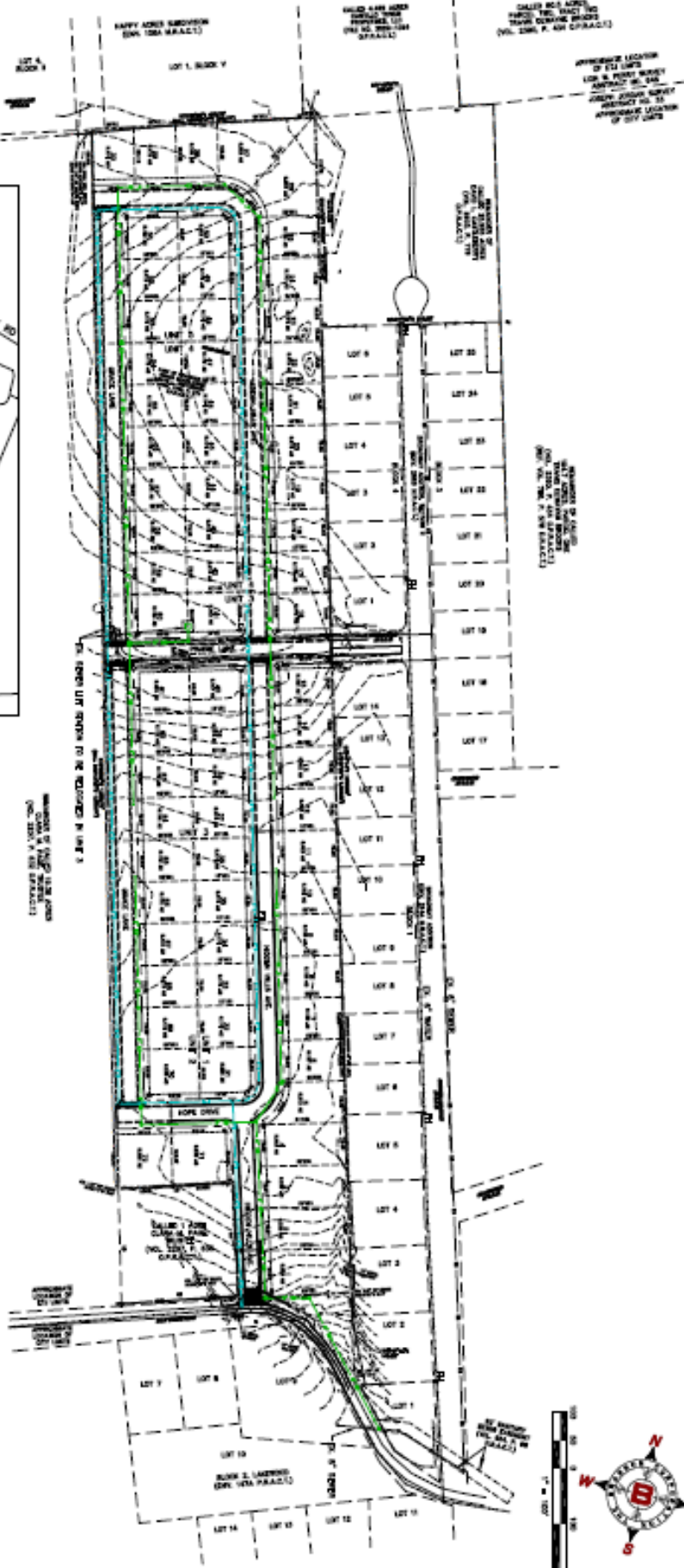
96. EXISTING LOT AREA: 10.00 AC.

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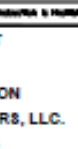
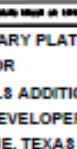
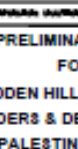
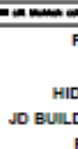
# PRELIMINARY PLAT

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

**ENGINEER:**  
THE C.T. BRANNON CORPORATION  
1327 S. BRIDGEMAN AVE  
TYLER, TX 75701

**SURVEYOR:**  
BY-LINE SURVEYING, LLC.  
P.O. BOX 824  
EMORY, TX 75440

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





Agenda Date: December 9, 2024  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Specific Use Permit for Retail Furniture Store at 330 E. Spring St.  
Date Submitted: 12/04/2024

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**SUMMARY:**

Discussion and consideration of a request for a Specific Use Permit for a retail furniture store (Retail Stores Not Otherwise Listed) at 330 East Spring Street, Suite B, Original, Block 169, Lot 11B-15B, Block 170, Lot 16B-20B and Lot 21, 22, which is zoned Mixed Use Neighborhood. The applicant is Palestine Furniture, which was previously located at 201 West Oak Street. On November 12, 2024, twelve notices were mailed to the property owners within 200 feet of the location of the specific use permit request. Two (17%) have been returned in favor, none have been returned in opposition, and ten (83%) have not responded. A recommendation is expected to be made by the Planning and Zoning Commission during its regular meeting on December 4, 2024.

**RECOMMENDED ACTION:**

Staff recommends consideration of a request for a Specific Use Permit for a retail furniture store (Retail Stores Not Otherwise Listed) at 330 East Spring Street.

**CITY MANAGER APPROVAL:**

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**Attachments**

Staff Report  
Application



**PLANNING AND ZONING COMMISSION**  
**AGENDA DATE: December 5, 2024**  
**ITEM XZ-24-10 / STAFF REPORT**

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<b>REQUEST:</b>	A specific use permit to allow a retail furniture store at 330 East Spring Street, Suite B
<b>APPLICANT:</b>	Palestine Furniture
<b>EXHIBITS:</b>	Application, Maps and Photos
<b>PREPARED BY:</b>	Susan Davis, Planning Tech

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**PROPERTY INFORMATION**

LOCATION:	330 East Spring Street, Suite B
ZONING:	MUN, Mixed Use Neighborhood
OVERLAY ZONES:	None
LAND USE:	Commercial
ADJACENT ZONING:	Mixed Use Neighborhood and Central Business District
ACREAGE:	3.254 acres
SUBDIVISION:	Original

**SUMMARY OF REQUEST**

The applicant, Palestine Furniture, applied for a specific use permit to allow a retail furniture store at 330 East Spring Street, Suite B. Palestine Furniture opened in March 2023 at 201 West Oak Street, which is in the Downtown Historic District. The West Oak location had limitations on parking and did not have a loading dock.

**PROPERTY ZONING AND LAND USE**

The property where the retail furniture store is proposed to be located is zoned Mixed Use Neighborhood District. Adjacent zoning districts include Central Business District to the north and Mixed Use Neighborhood to the east, south, and west.





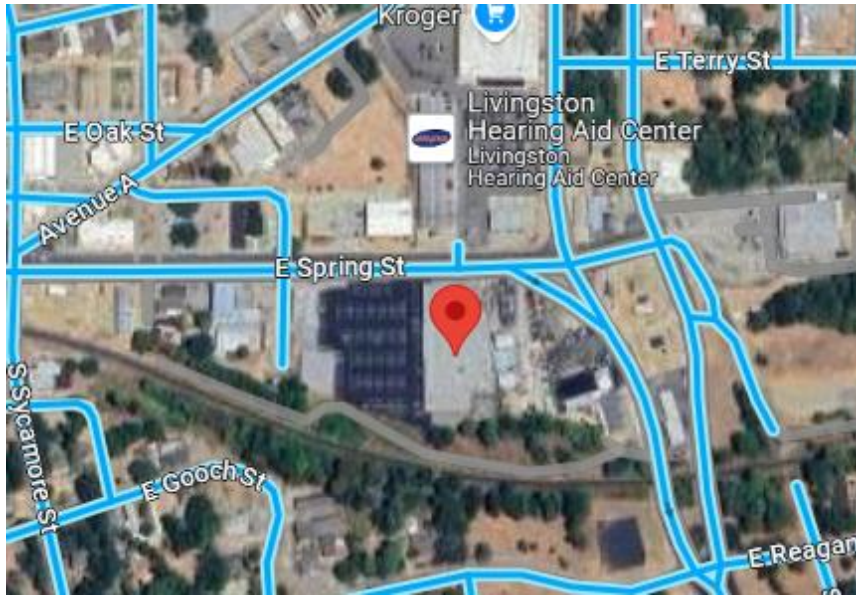
### **PUBLIC NOTICE**

On November 12, 2024, twelve notices were mailed to property owners within 200 feet of the location of the specific use permit request. Two (17%) have been returned in favor of the request, none have been returned in opposition, and ten (83%) have not responded.

### **ZONING AND DEVELOPMENT REQUIREMENTS**

Chapter 39, Article II, Section 2-13 of the Code of Ordinances for the City of Palestine requires a Specific Use Permit for a Retail Store Not Otherwise Listed (furniture) in the Mixed Use Neighborhood zoning district.

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



### **STAFF COMMENTS**

The proposed location is adjacent to Fussell Appliances, Station Thrift, Family Dollar, Kroger. The location on East Spring Street is a high traffic commercially developed area, which will provide more parking and a loading area for deliveries and pickup.

### **COUNCIL REVIEW**

The item will be placed on Council's agenda for consideration on December 9, 2024.

# 240771



## SPECIFIC USE PERMIT APPLICATION

### APPLICANT INFORMATION

Applicant Name: Palestine Furniture  
Address: 330 E Spring St  
City: Palestine State: TEXAS Zip: 75801  
Phone Number: 9032771840 Email: [REDACTED] Fax: \_\_\_\_\_

### PROPERTY DESCRIPTION

Address (if available): 330 E Spring St E B  
Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_  
Anderson County Appraisal District Block Map # \_\_\_\_\_ Tract #: \_\_\_\_\_  
Existing Deed Restrictions: ☐ Yes (Attach a copy with the application) ☒ No  
Proposed Deed Restrictions: ☐ Yes (Attach a copy with the application) ☒ No

### PRESENT USE OF PROPERTY

Describe how the property is currently being used: Vacant old Win Dixie

### PROPOSED USE OF PROPERTY

Describe the proposed use of the property (be specific): Retail sales of  
furniture, appliances, fun

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





Agenda Date: December 9, 2024  
To: City Council  
From: Cassie Ham, Tourism Marketing Manager  
Agenda Item: 2023 Economic Impact of Tourism in Palestine, TX  
Date Submitted: 12/03/2024

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**SUMMARY:**

Staff has prepared a presentation for City Council on the Economic impact of Tourism in Palestine, with data points such as jobs, spending and tax savings for citizens, thus showing the importance of Tourism in Palestine from an Economic Development perspective.

Palestine surpassed the Statewide average year over year for two categories: Spending by travelers and Tax Revenue generated by travelers.

Currently, our local Hotel Occupancy is up nearly 13 percent in 2024, so we can expect an increase in the positive economic impact by visitors to Palestine.

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

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**Attachments**

2023 Economic Impact of Tourism

# 2023 ECONOMIC IMPACT OF TOURISM IN PALESTINE, TX



# DATA SOURCES

Dean Runyun & Associates for the Office of the Governor,  
Economic Development & Tourism

Texas Travel Alliance

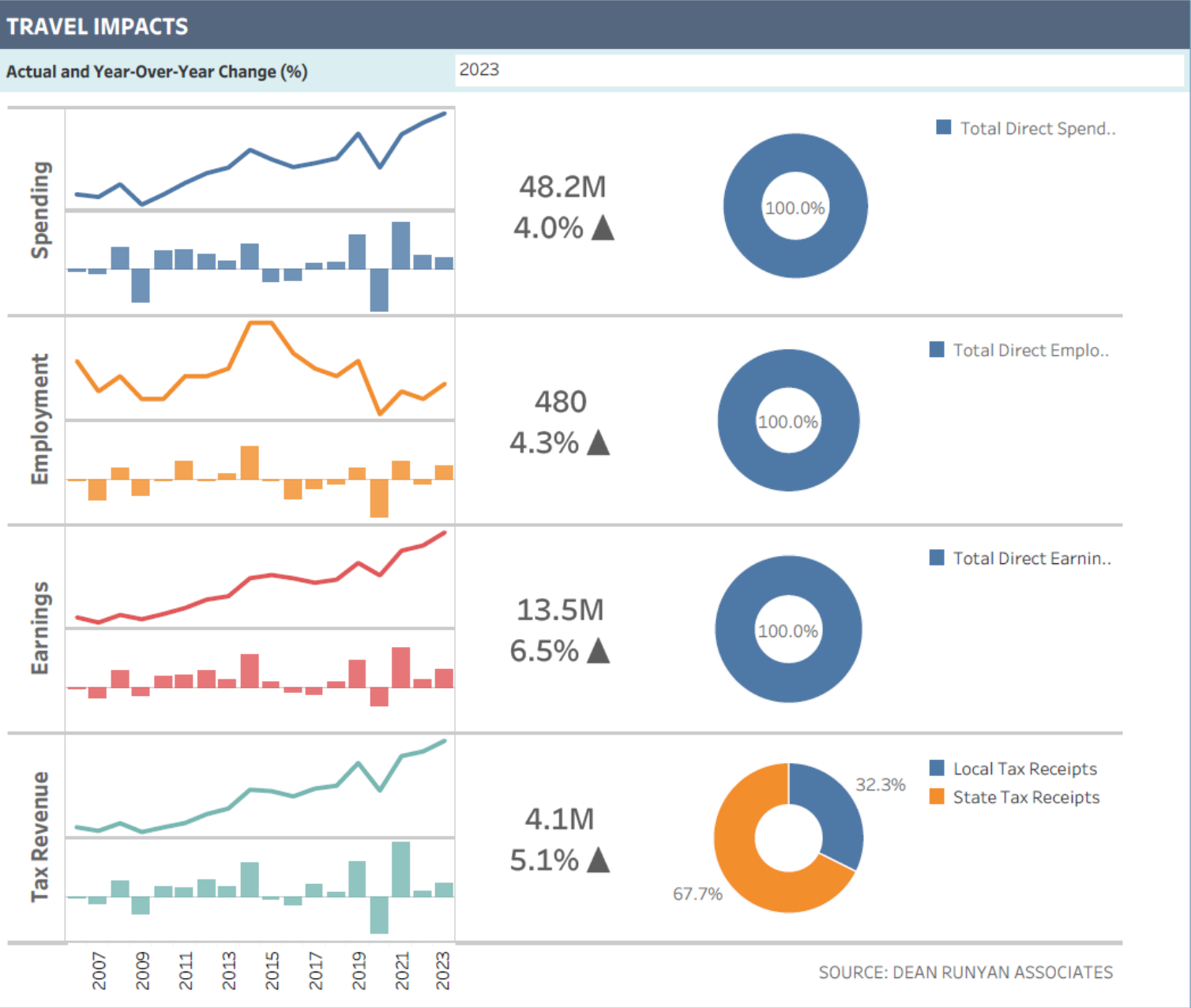
Comptroller of Public Accounts for the State of Texas

Designations mentioned are through the Texas Film  
Commission and Travel Texas

# TEXAS TRAVEL RESEARCH DASHBOARD

Last updated April 2024. Estimates are preliminary and subject to revision as additional data becomes available.

Select a Location City: Palestine



## DESCRIPTIONS

- Impact Definitions
- Analysis Notes

### Direct Travel Spending

Purchases by travelers during their trip, including lodging taxes and other applicable local and state taxes, paid by the traveler at the point of sale.

### Direct Employment

Employment associated with the below earnings; this includes both full- and part-time positions of wage and salary workers and proprietors averaged annually. Figures represent an annual average employment level.

### Direct Earnings

The earnings (wage and salary disbursements, earned benefits and proprietor income) of employees and owners of businesses that are attributable to travel expenditures.

### Direct Tax Receipts

Tax receipts collected by state, counties and municipalities, as levied on applicable travel-related purchases, including lodging, food and beverage service, retail goods and motor fuel.

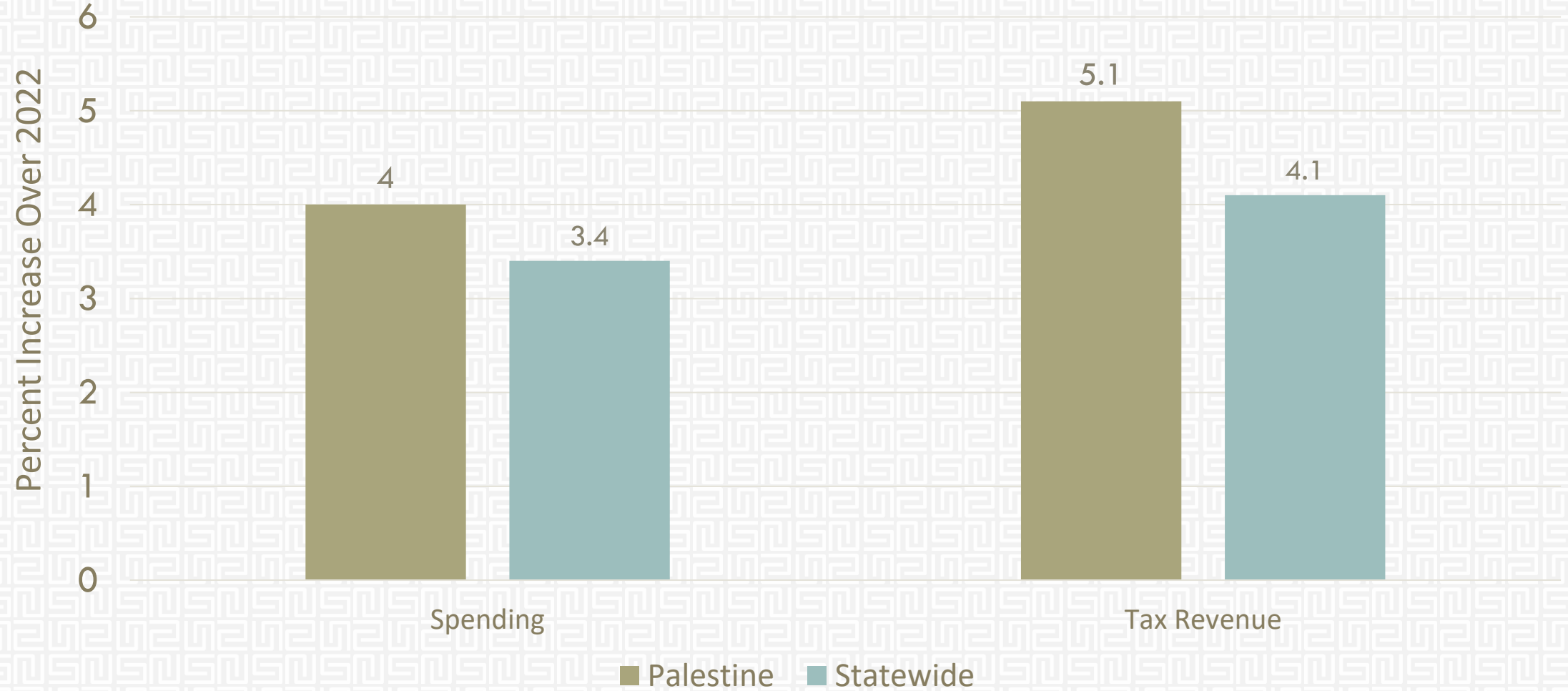
# SPENDING BY TRAVELERS

Statewide, Travel spending resulted in **\$193.8 billion** in economic impact to the Texas economy.

**Palestine saw \$48.2 million in Travel spending.**

Travel spending includes spending by visitors at businesses such as hotels, attractions, car rentals, and others related to the industry.

## 2023 Visitor Spending and Revenue



Source: Dean Runyun & Associates for the Office of the Governor, Economic Development and Tourism, Texas Travel Alliance

# JOBS GENERATED BY THE TRAVEL INDUSTRY:

Statewide, Travel directly supports **1.3 million jobs** (1 out of 11).

**Palestine credits 480 jobs to the Travel industry**

Jobs in Travel industry include: hotels + hospitality, car rentals, restaurants, gas stations, and attractions.



# TAX SAVINGS PER HOUSEHOLD

That means, without Travel in Texas, every Texas household would have paid an additional **\$836 in Taxes**, on average.

**Locally, our taxes were offset by appx. \$300 per household.**

Simply put, without visitors, each household would pay roughly **\$300 more** per year for the same services.

# HOW ARE WE TRENDING FOR 2024?

Each month, we prepare a report for Council that includes data on Hotel Occupancy and Revenue.

- *Hotel Occupancy is a strong indicator for the trend in Travel spending.*

**Hotel Occupancy is up 12.9% over 2023.**

As of December 9, 2024, we have data for January through October, 2024.

We can expect preliminary data on State and Local economic impact in April 2025.

# HIGHLIGHTS OF 2024 & LOOKING FORWARD

## 2024:

- Current Staffing
- Quarterly Hotel & Attraction Meetings & Industry Engagement
- Wayfinding

## 2025 Plans:

- Complete Wayfinding
- Staff development
- Evaluate + Update our 2020-25 Strategic Plan
- Obtain Tourism Friendly Texas Designation & Digital Media Friendly Designation

# QUESTIONS?

Cassie Ham

Tourism Marketing Manager

Visitor Center: 903-723-3014

Direct: 903-723-3053

[tourism@palestine-tx.org](mailto:tourism@palestine-tx.org)



Agenda Date: December 9, 2024  
To: City Council  
From: Cassie Ham, Tourism Marketing Manager  
Agenda Item: City of Palestine Wayfinding Signage Update - December 2024  
Date Submitted: 12/02/2024

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**SUMMARY:**

Staff would like to provide a brief update on the status of the Wayfinding Signage project and answer any questions from Council regarding the project.

Currently, Phase 1 of the project is being installed around the city. These are the 13 large double-post signs installed along major highways coming into town, and along the loop.

Utility locates for Phase 2 are projected to begin in mid-late December, with completion estimated at the beginning of 2025. There are approximately 45 smaller, single post signs in Phase 2.

Cassie Ham, Tourism Marketing Manager

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

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**Attachments**

Wayfinding update - December 2024

# Wayfinding Signage Update

# December 2024 Update

As of 11/13/24 Comet Signs has begun installing Phase 1 of our Wayfinding signage

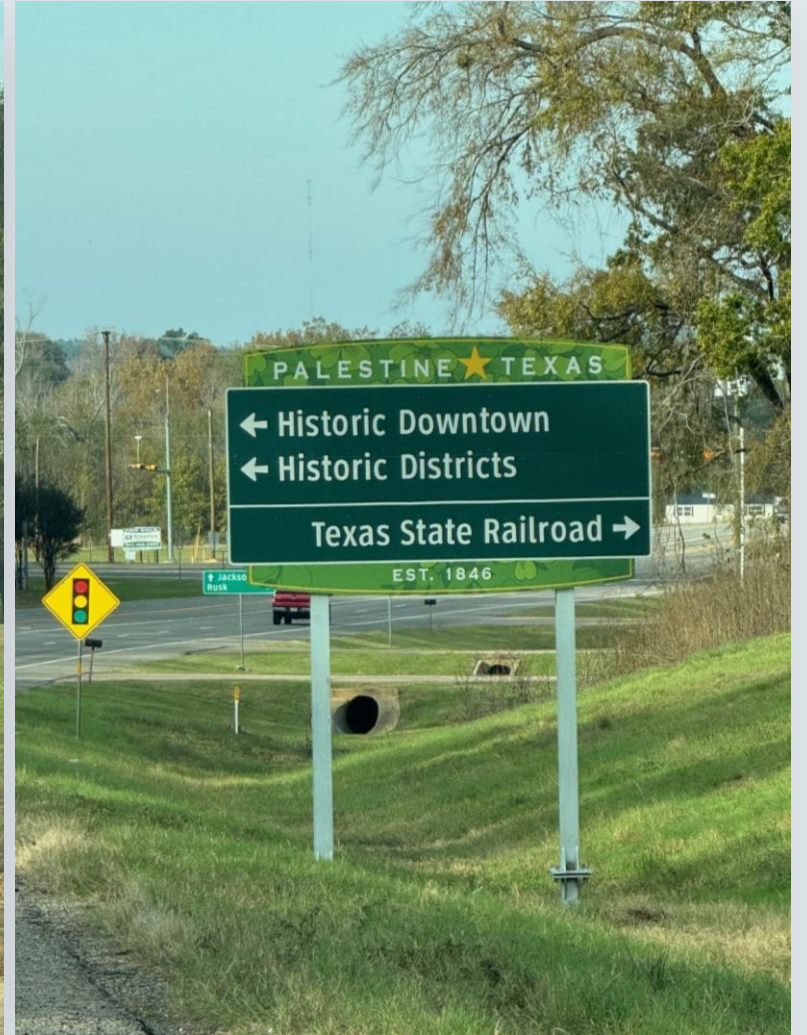
These are the 2-post large signs that are located primarily along major highways and the loop

Measure roughly 12 feet wide - they are BIG!

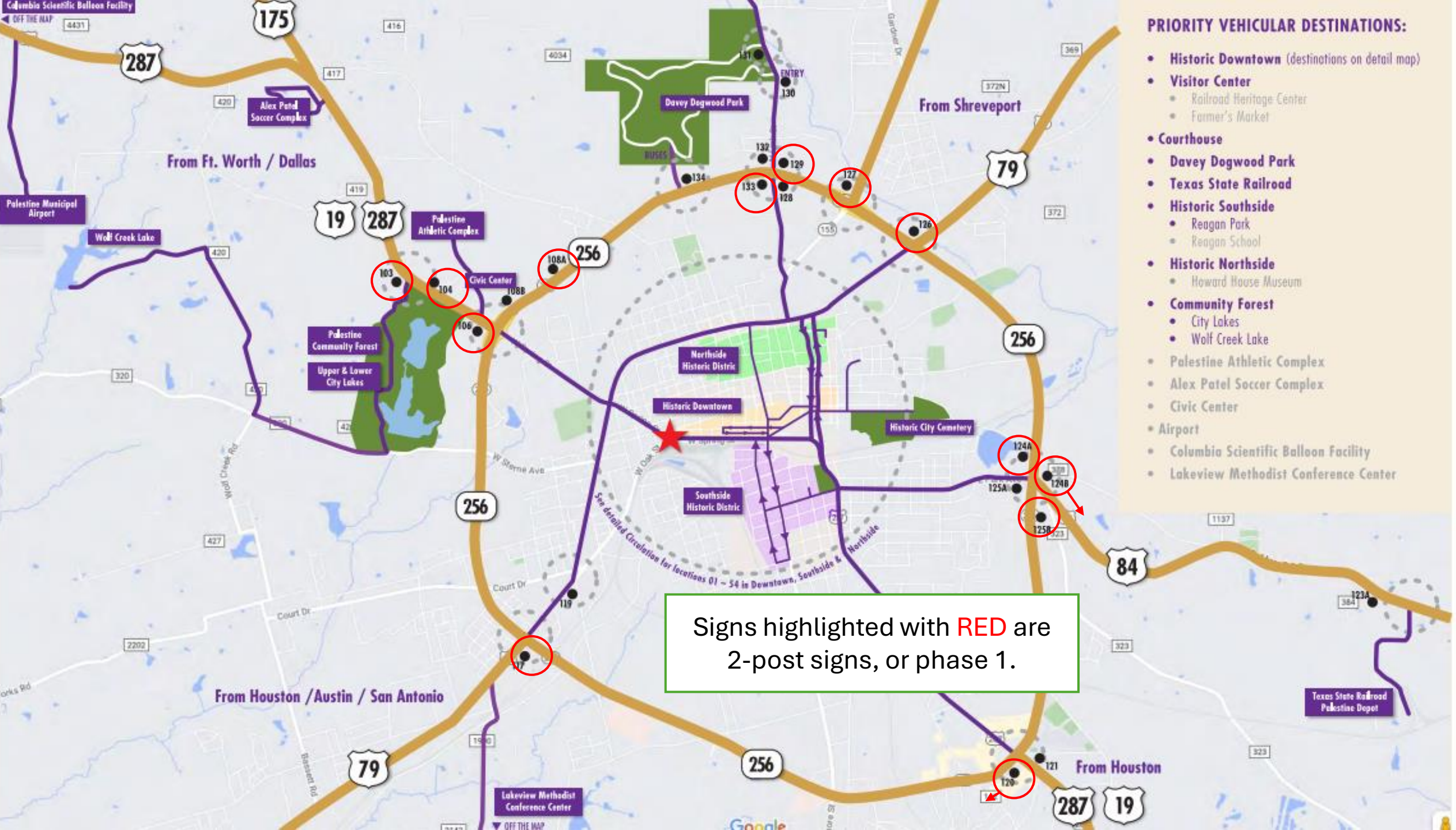
Due to changes in TxDOT regulations on sign reflectivity, we split the package into two phases – the 2-post and the single post signs

The single-post signs are now estimated to be installed on or around the start of 2025













- 1 Railroad Heritage Center
- 2 Farmer's Market

- 2 Chamber of Commerce
- 4 Carnegie Library
- 3 Redlands Historic Hotel
- 6 Texas Theatre
- 7 Old Town

**10 Historic City Cemetery**

## 12 Historic Northside

- **D** Drive/Walk Tour
- **E** Howard House Museum
- **F** Bralys Ace Hardware

- **Davey Dogwood Park** (off map)
- **Historic Southside** (off map)
  - Reagan Park
  - Reagan School

- **Texas State Railroad** (off map)

SEE THE MAP

Cyclic Center

### Community Forest

## & City Lake

Sports Complexes

Complexes

Airport

10



## HISTORIC NORTHSIDE

## HISTORIC DOWNTOWN

Historic Cemetery

▼ OFF THE MAP

▼ OFF-TRAIL MAP  
Texas State







# Sign Sample

The single post signs will all be similar to this.

There will be variations of

- Panel size
- Decorative bases
- “Toppers”

ETA January 2025.



# Project History & Highlights

Wayfinding project began in 2018 to guide visitors through the City of Palestine to major landmarks and attractions.

Total expenditures so far: \$367,285 with approximately \$264k remaining.

These signs are primarily paid for with Hotel Occupancy Tax funds, which are restricted, by law.

Signs are being manufactured in Texas, by a company based in Austin.

# Questions?

Cassie Ham

Tourism Marketing Manager

Visitor Center: 903-723-3014

Direct: 903-723-3053