

Ben Campbell, President
Dan Bochsler, Vice-President
Kim Willmott, Secretary/Treasurer
Suzanne Eiben, Director
Joseph Thompson, Director
Linda Dickens, Director
Charles Drane, Director

Christophe Trahan, EDC Director
Lisa Bowman, Admin. Assistant
Will James, Marketing Analyst



**NOTICE OF MEETING
ECONOMIC DEVELOPMENT BOARD
April 9, 2024
10:00 A.M.
PEDC Office
100 Willow Creek Pkwy, Suite A
Palestine, TX**

Zoom Link:

<https://us06web.zoom.us/j/86878771489?pwd=Widg2fJ9lpexP404J3jZFiNb13DJ7c.1>

Meeting ID: 868 7877 1489

Passcode: 008605

One tap mobile

+13462487799,,86878771489#,,,,*008605# 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/palestinety/

A. CALL TO ORDER

B. PROPOSED CHANGES OF AGENDA ITEMS

C. PUBLIC COMMENTS

Any citizen wishing to speak during public comments regarding an item on or off the agenda may do so during this section of the agenda. 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 Board. Members of the public may join via Zoom or in person.

D. CONFLICT OF INTEREST DISCLOSURES

E. ITEMS FROM BOARD

F. DIRECTOR'S REPORT

1. Review monthly Director's Report.
2. Review monthly Marketing Analyst Report

G. DISCUSSION AND ACTION ITEMS

1. Consider approval of PEDC Minutes from March 12, 2024.

2. Consider approval of PEDC Minutes from March 28, 2024.
3. Consider approval of the March 2024 Financial Report.
4. Discussion and presentations regarding Downtown Grant Applications & Performance Agreements.
 - a.) 213 W. Crawford - Palestine Community Theater.
 - b.) 201 W. Crawford - The Historic Palestine Event Center.
5. Discussion and possible action regarding an invoice for the East Texas Council of Governments Regional Broadband Project.
6. Discussion and possible action regarding budgetary amendments to PEDC's fiscal year 2023-2024 budget.
7. Discussion and possible action regarding a private utility easement for Lonestar Oil Tech, LLC.

H. **CLOSED SESSION**

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

1. 1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.
 - a.) 213 W. Crawford - Palestine Community Theater.
 - b.) 201 W. Crawford - The Historic Palestine Event Center.

I. **RECONVENE IN REGULAR SESSION**

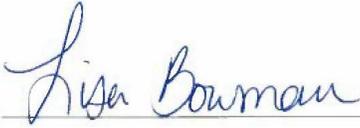
1. 1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

Take any action regarding:

- a.) 213 W. Crawford - Palestine Community Theater.
- b.) 201 W. Crawford - The Historic Palestine Event Center.

J. **ADJOURNMENT**

I certify that the above Notice of Meeting was posted at the main entrance of the Palestine Economic Development Corporation located at 100 Willow Creek Parkway, Suite A, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Friday, April 5, 2024, at 4:30 p.m.**

A handwritten signature in blue ink that reads "Lisa Bowman". The signature is written in a cursive style and is positioned above a thin horizontal line.

Lisa Bowman, EDC Admin. Assistant

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



Agenda Date: 04/09/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Review monthly Director's Report.

SUMMARY:

Review monthly Director's Report.

RECOMMENDED ACTION:

Staff recommends the PEDC Board review the monthly Director's Report.

Attachments

Director's Report



Economic Development Activities- March/April 2024

New Business/Investment

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

Marketing

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

Administration

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

Prospects

PEDC March leads: 1

No. of projects by industry:

1 Food Processing

Source of Leads:

1 Direct

No. of open leads

14

Economic Climate

➤ Retail Sector

- ❖ Retail Sector data for the reporting period of April 2024 will become available from the Texas State Comptroller on 4/12/24 and will be included in next month's report to the PEDC Board.

➤ Workforce Data

Unemployment Rates in Anderson & Index Counties – February 2024:

Anderson County – 4.0%

State of Texas – 4.4%

Henderson County – 4.3%

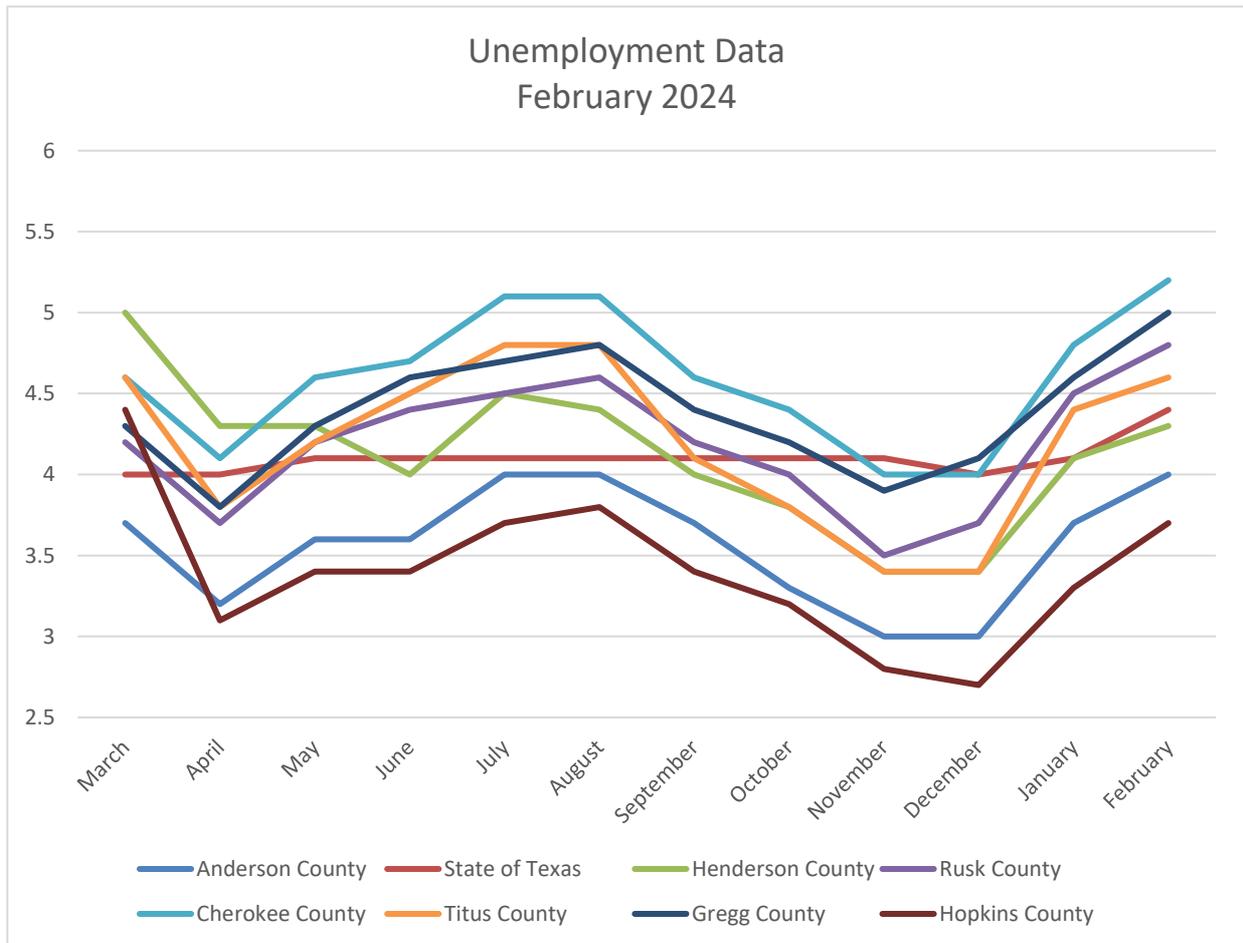
Rusk County – 4.8%

Cherokee County – 5.2%

Titus County – 4.6%

Gregg County – 5.0%

Hopkins County – 3.7%



Source: Texas Labor Market Information; Local Area Unemployment Statistics



Agenda Date: 04/09/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Review monthly Marketing Analyst Report

SUMMARY:

Review monthly Marketing Analyst Report

RECOMMENDED ACTION:

Staff recommends the PEDC Board review the monthly Marketing Analyst Report.

Attachments

Marketing Report



Marketing Activities - March/April 2024

Mktg Analyst Will James

- Participated in Leadership Palestine, a program hosted by the Palestine Area Chamber of Commerce, where local business leaders engaged in immersive leadership training activities at Lakeview Methodist Conference Center, fostering collaboration and skill development.
- Collaborated closely with Kayne Parish of DroneStarTX to shoot a cutting-edge virtual tour capturing the essence of the Vista Ridge Building and Willow Creek Business Park, leveraging innovative technology to enhance our marketing efforts.
- Successfully submitted a comprehensive full-page advertisement and editorial to Business Expansion Journal for their highly anticipated April Issue. This strategic placement highlights key areas such as Distribution, Logistics, Airport Development, and provides an insightful State profile on Texas.
- Partnered with Golden Shovel Agency to meticulously finalize all details and updates for our website redesign. The refreshed website, launched on Wednesday, reflects our commitment to providing an engaging online experience for our audience and users.

Leadership Palestine
Building Community Leaders
Begins March, 2024
Every 3rd Monday, March-December

What to Expect

- City of Palestine/County of Anderson-Meet the Officials
- Imagine The Possibilities-Downtown Walking Tour
- Non-Profit Day- Meet the Non Profits and learn how you can help
- LS Tractors- Paving the Way
- Most Days will be 10a-3p
- Lunch will be provided

Chamber of Commerce
PALESTINE
TEXAS • 1846

Contact the Chamber of Commerce for more info and to sign up to participate! 903.729.6066

WHY PALESTINE?

STRATEGICALLY LOCATED WITHIN TEXAS TRIANGLE

- Direct access to 5 state & US Highways
- Affordable Real Estate
- 352 Acre Business Park
- Class I Railroad Access
- Tailored Workforce training programs
- Thriving Medical Center, just a short commute from UT Tyler School of Medicine
- 40,000+ sqft building for lease with incentives available

PALESTINETEXAS.NET
903-729-4100

THE PALESTINE MUNICIPAL AIRPORT (KPSN)

GENERAL AVIATION AIRPORT WITH TWO RUNWAYS

- Primary Runway: 5005 x 100 ft
- Crosswind Runway: 4002 x 75 ft
- Centrally located between Dallas & Houston
- Airport Curtesy Car & Rental Options Available
- Room for Growth and Investment
- Experienced Airport Manager
- 30 years in logistics and distribution
- Upgrades Coming Soon:
 - LED runway lights
 - Primary Runway resurfacing by 2025





Agenda Date: 04/09/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consider approval of PEDC Minutes from March 12, 2024.

SUMMARY:

Consider approval of PEDC Minutes from March 12, 2024.

RECOMMENDED ACTION:

Staff recommends approval of PEDC Minutes from March 12, 2024.

Attachments

PEDC Minutes 3.12.24

THE STATE OF TEXAS §
COUNTY OF ANDERSON §
CITY OF PALESTINE §

The Economic Development Board of the City of Palestine convened in a regular meeting on Tuesday, March 12, 2024, at 10:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: Vice President Dan Bochsler; Secretary/Treasurer Kim Willmott; Directors: Charles Drane, Suzanne Eiben, Joseph Thompson, and Linda Dickens.

Staff present: PEDC Director Christophe Trahan, Marketing Analyst Will James, and Administrative Assistant Lisa Bowman.

Others Present: City Manager Teresa Herrera

A. CALL TO ORDER

With a quorum present, Vice President Bochsler called the meeting to order at 10:00 a.m.

B. PROPOSED CHANGES OF AGENDA ITEMS

There were none.

C. PUBLIC COMMENTS

There were none.

D. CONFLICT OF INTEREST DISCLOSURES

There were none.

E. ITEMS FROM BOARD

Vice President Bochsler provided the board with informational packets to assist with the review of PEDC's action plan.

F. DIRECTOR'S REPORT

- Closing on loan with Government Capital Corporation and closing on property for Project Short Line.
- Visit to Farmers Branch, TX with members of City Council and City Manager regarding a residential infill project through Builders of Hope.
- Retail Sector Data for Local Sales & Use Tax.
- Texas Labor Market Information Data – Regional Unemployment Comparison & Private Sector Wage data.

1. Marketing Analyst Report.

- Half-page ad finalized for Trade & Industry Magazine.
- Meeting with Kayne Parish, Dronestar regarding virtual tour of 200 Vista Ridge and the Willow Creek Business Park.

- Communication with Business Xpansion Journal regarding PEDC placing an ad in their magazine.
- LS Tractor Grand Opening.
- In partnership with TVCC & SBDC, a business seminar was held with speaker, Marsha Hudson, on social media marketing.

G. DISCUSSION AND ACTION ITEMS

1. Consider approval of PEDC Minutes from February 1, 2024.

City of Palestine Finance Director, Andrew Sibai, entered the board meeting at 10:09 a.m.

Motion by Director Dickens, seconded by Director Eiben to approve item as presented with corrections to be made to the header date. Upon vote, the motion carried unanimously 6-0.

2. Consider approval of PEDC Minutes from February 13, 2024.

Motion by Director Thompson, seconded by Director Eiben to approve item as presented with corrections to be made to the header date. Upon vote, the motion carried unanimously 6-0.

3. Consider approval of the February 2024 Financial Report.

Motion by Director Drane, seconded by Director Dickens to approve item as presented. Upon vote, the motion carried unanimously 6-0.

4. Discussion and possible action regarding a presentation by Phil Johnson for a Downtown Grant Application.

Phil Johnson, owner of Dogwood Embroidery, presented to the board his Downtown Grant Application requesting funds to assist with the cost of replacing the building's roof, HVAC system and plumbing for the upstairs portion of the business located at 404 W. Oak Street.

Motion by Director Thompson, seconded by Secretary/Treasurer Willmott to approve the Downtown Grant application and Performance Agreement for Dogwood Embroidery. Upon vote, the motion carried unanimously 6-0.

5. Discussion and possible action regarding proposals to produce virtual tours of 200 Vista Ridge and the Willow Creek Business Park.

PEDC Marketing Analyst James provided the board with quotes from DroneStar to have a virtual tour and an aerial photo shoot done of 200 Vista Ridge and the Willow Creek Business park.

Motion by Director Drane, seconded by Director Dickens to approve the costs of services from DroneStar for a virtual tour and an aerial photo shoot done of 200 Vista Ridge and the Willow Creek Business Park . Upon vote, the motion carried unanimously 6-0.

6. Discussion and possible action regarding a proposal for advertising in Business Xpansion Journal.

PEDC Marketing Analyst James presented the board with a discounted advertisement rate from Business Xpansion Journal for placement in their April 2024 issue.

Motion by Director Eiben, seconded by Director Drane to approve the costs of a full-page ad in Business Xpansion Journal for their April 2024 issue. Upon vote, the motion carried unanimously 6-0.

7. Discussion and possible action regarding a proposal for professional rail engineering & design from Via Rail Engineering, Inc.

The PEDC board decided to table this item to discuss it at a Special Called Meeting to be held later in March, following a clarification of the items within the proposal.

NO ACTION TAKEN

H. CLOSED SESSION

Vice President Bochsler announced the Board would go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 11:11 a.m.

1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting Economic Development negotiations.

a.) Tahwahkaro

I. RECONVENE IN REGULAR SESSION

Vice President Bochsler reconvened the Board Meeting into open session at 11:29 a.m.

1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting Economic Development negotiations.

Take any action regarding:

a.) Tahwahkaro

NO ACTION TAKEN

ADJOURN

With no other business to come before the Board, Vice President Bochsler adjourned the meeting at 11:29 a.m.

PASSED AND APPROVED THIS 9th DAY OF April 2024.

Ben Campbell, President

ATTEST:

Lisa Bowman, Administrative Assistant

DRAFT



Agenda Date: 04/09/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consider approval of PEDC Minutes from March 28, 2024.

SUMMARY:

Consider approval of PEDC Minutes from March 28, 2024.

RECOMMENDED ACTION:

Staff recommends approval of PEDC Minutes from March 28, 2024.

Attachments

PEDC Minutes 3.28.24

THE STATE OF TEXAS §
COUNTY OF ANDERSON §
CITY OF PALESTINE §

The Economic Development Board of the City of Palestine convened in a special meeting on Thursday, March 28, 2024, at 8:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: Vice President Dan Bochsler; Secretary/Treasurer Kim Willmott; Directors: Joseph Thompson, Suzanne Eiben, and Linda Dickens.

Staff present: PEDC Director Christophe Trahan

Others Present: There were none

A. CALL TO ORDER:

With a quorum present, Vice President Bochsler called the meeting to order at 8:00 a.m.

B. PROPOSED CHANGES OF AGENDA ITEMS

There were none.

C. PUBLIC COMMENTS

There were none.

D. CONFLICT OF INTEREST DISCLOSURES

There were none.

E. ITEMS FROM BOARD

There were none.

G. DISCUSSION AND ACTION ITEMS

1. Discussion and possible action regarding a proposal for professional rail engineering & design from Via Rail Engineering, Inc.

Motion by Director Dickens, seconded by Director Eiben to approve the item as presented. Upon vote, the motion carried unanimously 5-0.

ADJOURN

With no other business to come before the Board, Vice President Bochsler adjourned the meeting at 8:05 a.m.

PASSED AND APPROVED THIS 9th DAY OF April 2024.

Ben Campbell, President

ATTEST:

Lisa Bowman, Administrative Assistant

DRAFT



Agenda Date: 04/09/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consider approval of the March 2024 Financial Report.

SUMMARY:

Consider approval of the March 2024 Financial Report.

RECOMMENDED ACTION:

Staff recommends approval of the March 2024 Financial Report.

Attachments

March Financial Report



Palestine Economic Development Corporation
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
BEGINNING FUND BALANCE		<u>\$ 3,986,395</u>		<u>\$ 3,896,395</u>			<u>\$ 2,611,873</u>	
REVENUE								
41013	PEDC SALES TAX	1,250,055	97,944	694,010	55.5%	556,045	696,030	(2,020)
41609	RENT - SUITE B	36,000	3,000	18,000	50.0%	18,000	-	18,000
41610	RENT - RESULTS CO	161,583	17,954	107,722	66.7%	53,861	107,722	-
41807	ETEX FIBER RECAPTURE	380,000	-	99,381	26.2%	280,619	176,455	(77,075)
41901	INTEREST REVENUE	40,000	6,168	59,091	147.7%	(19,091)	26,449	32,642
41932	TAH LOAN PYMT	34,064	2,839	17,032	50.0%	17,032	36,108	(19,076)
41938	SALE OF PROPERTY	-	-	10	0.0%	(10)	-	10
	*** TOTAL REVENUE ***	<u>1,901,702</u>	<u>127,904</u>	<u>995,246</u>	52.3%	<u>906,456</u>	<u>1,042,765</u>	<u>(47,519)</u>
EXPENSE								
PERSONNEL								
51010	SALARIES & WAGES	185,555	13,048	68,210	36.8%	117,345	41,311	26,899
51030	LONGEVITY	144	24	120	83.6%	24	63	57
51036	CELL PHONE ALLOWANCE	600	50	277	46.1%	323	175	102
51040	SOCIAL SECURITY	13,817	965	5,167	37.4%	8,650	3,260	1,907
51050	HEALTH INSURANCE	24,976	2,187	11,195	44.8%	13,781	5,370	5,826
51061	WORKER'S COMPENSATION	619	54	281	45.5%	338	37	244
51070	RETIREMENT	25,981	1,901	9,847	37.9%	16,134	5,863	3,984
	*** EXPENSE CATEGORY TOTALS ***	<u>251,691</u>	<u>18,229</u>	<u>95,098</u>	<u>37.8%</u>	<u>156,594</u>	<u>56,078</u>	<u>39,019</u>
SUPPLIES AND MATERIALS								
52010	OFFICE SUPPLIES/EQUIPMENT	3,000	-	633	21.1%	2,367	1,400	(767)
52020	POSTAGE	250	-	60	23.8%	191	-	60
52091	FURNITURE & OFFICE EQUIPMENT	2,000	-	575	28.8%	1,425	103	472
	*** EXPENSE CATEGORY TOTALS ***	<u>5,250</u>	<u>-</u>	<u>1,268</u>	<u>24.1%</u>	<u>3,982</u>	<u>1,400</u>	<u>(708)</u>
PROF/CONTRACTUAL SERV								
53010	LEGAL SERVICES	55,000	4,715	25,821	46.9%	29,179	16,124	9,697
53020	AUDIT & ACCOUNTING SERVICES	5,000	3,374	3,811	76.2%	1,189	3,763	48
53030	PROFESSIONAL SERVICES	50,000	-	2,348	4.7%	47,652	8,395	(6,047)
53031	CONSULTANT SERVICES	20,000	-	-	0.0%	20,000	-	-
53090	IT SUPPORT	1,897	152	914	48.2%	984	1,066	(152)
53095	SOFTWARE MAINTENANCE	808	52	377	46.6%	431	470	(93)
53150	MARKETING SERVICES	50,000	-	23,478	47.0%	26,523	12,825	10,653
53500	LEGAL NOTICES	6,000	-	-	0.0%	6,000	234	(234)
53509	MEMBERSHIPS & SUBSCRIPTIONS	20,000	353	16,250	81.2%	3,750	7,350	8,900
53510	TRAVEL AND TRAINING	10,000	400	1,517	15.2%	8,483	567	951
53512	PRINTING SERVICES	-	-	-	0.0%	-	1,502	(1,502)
53514	TML INSURANCE	9,000	-	12,135	134.8%	(3,135)	6,827	5,308
53515	INSURANCE AND BONDS	1,000	-	-	0.0%	1,000	-	-
53520	JANITORIAL SERVICES	9,000	550	5,050	56.1%	3,950	1,965	3,085



Palestine Economic Development Corporation
Financial Statement
As of March 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
53617	PROJECTS SUPPORT GRANTS	800,000	-	100,000	12.5%	700,000	-	100,000
53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	-	-	0.0%	25,000	-	-
53663	COM DEV GRANT-GENERAL PROGRAM	75,000	-	-	0.0%	75,000	10,000	(10,000)
53664	BLDG IMPROVEMENT GRANT PROG	150,000	-	26,200	17.5%	123,800	-	26,200
*** EXPENSE CATEGORY TOTALS ***		1,287,705	9,596	217,900	16.9%	1,069,805	71,086	146,814
MAINTENANCE & REPAIR								
54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	320	34,885	34.9%	65,115	14,846	20,039
*** EXPENSE CATEGORY TOTALS ***		100,000	320	34,885	34.9%	65,115	14,846	20,039
UTILITIES								
54500	UTILITIES - ELECTRIC	7,500	328	2,451	32.7%	5,049	3,180	(728)
54501	UTILITIES - WATER/SEWER	4,000	350	1,750	43.8%	2,250	1,444	306
54503	PHONES/INTERNET	4,000	537	2,588	64.7%	1,412	2,580	8
*** EXPENSE CATEGORY TOTALS ***		15,500	1,215	6,790	43.8%	8,710	7,204	(728)
OTHER/MISC.								
55009	BUSINESS RETENTION/EXPANSION	15,000	820	1,128	7.5%	13,872	-	1,128
55200	MEETING MEALS	3,000	-	1,059	35.3%	1,941	1,172	(113)
*** EXPENSE CATEGORY TOTALS ***		18,000	820	2,187	12.2%	15,813	1,172	1,015
DEBT SERVICE								
56005	REVENUE BOND PRIN PAYMENT	455,481	-	42,042	9.2%	413,439	46,480	(4,437)
56050	INTEREST- BONDED DEBT	130,484	-	22,749	17.4%	107,736	21,830	918
56054	PAY/ESCROW AGENT FEES	30,000	-	55,340	184.5%	(25,340)	-	55,340
*** EXPENSE CATEGORY TOTALS ***		615,966	-	120,131	19.5%	495,835	68,310	51,821
CAPITAL OUTLAY								
58000	CAPITAL OUTLAY	55,936	-	2,338,481	4180.6%	(2,282,545)	-	2,338,481
*** EXPENSE CATEGORY TOTALS ***		55,936	-	2,338,481	4180.6%	(2,282,545)	-	2,338,481
INTERFUND ACTIVITY								
59010	TRANSFER TO/FROM GENERAL FUND	48,404	2,614	15,686	32.4%	32,719	15,686	-
59570	TRANSFER TO FLEET FUND	250	-	56	22.2%	194	-	56
*** EXPENSE CATEGORY TOTALS ***		48,404	2,614	15,686	32.4%	32,719	15,686	-
*** TOTAL EXPENSE ***		2,398,452	-	32,794	-	2,832,426	-	44
PROJECTED ENDING FUND BALANCE		\$ 3,489,645		\$ 2,059,214			\$ 3,418,855	

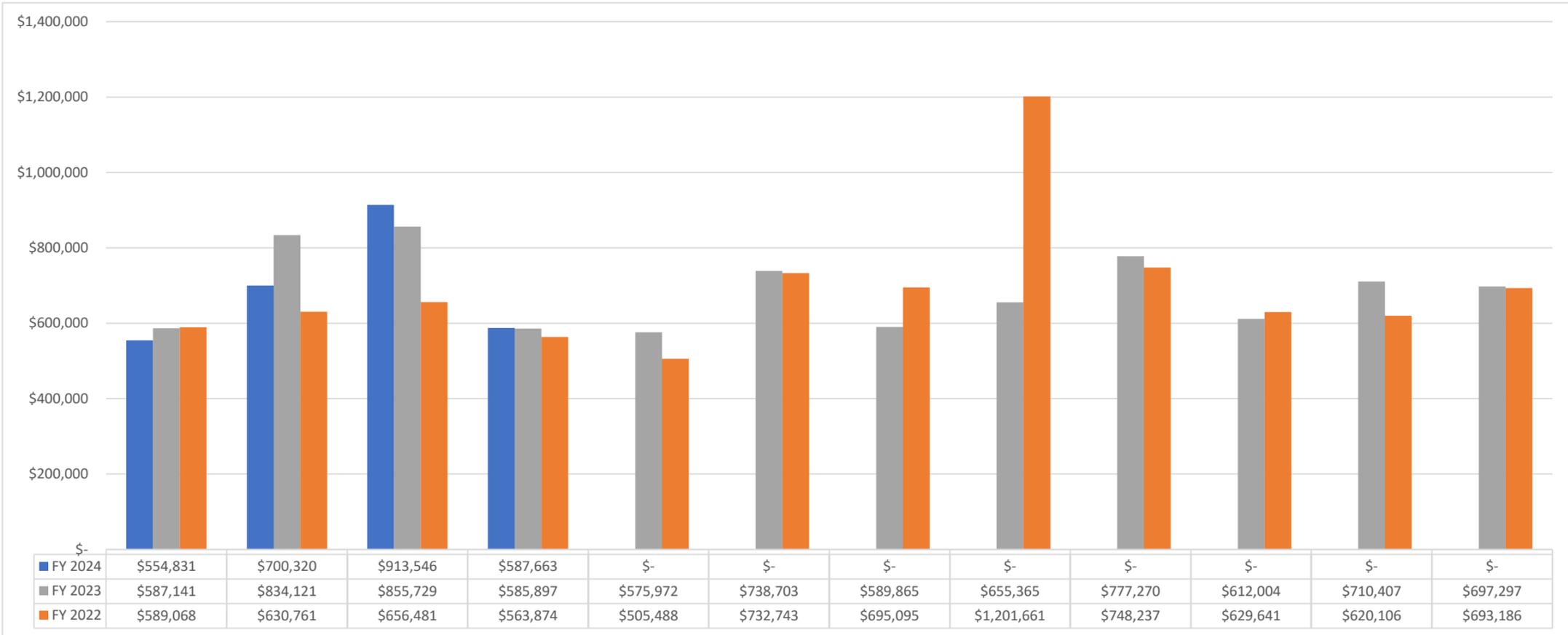


Sales Tax History: Fiscal Years 2022 - 2024

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
	<u>\$ 6,888,341</u>	<u>\$ 1,377,999</u>	<u>\$ 8,266,340</u>	

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
	<u>\$ 6,849,535</u>	<u>\$ 1,370,236</u>	<u>\$ 8,219,771</u>	

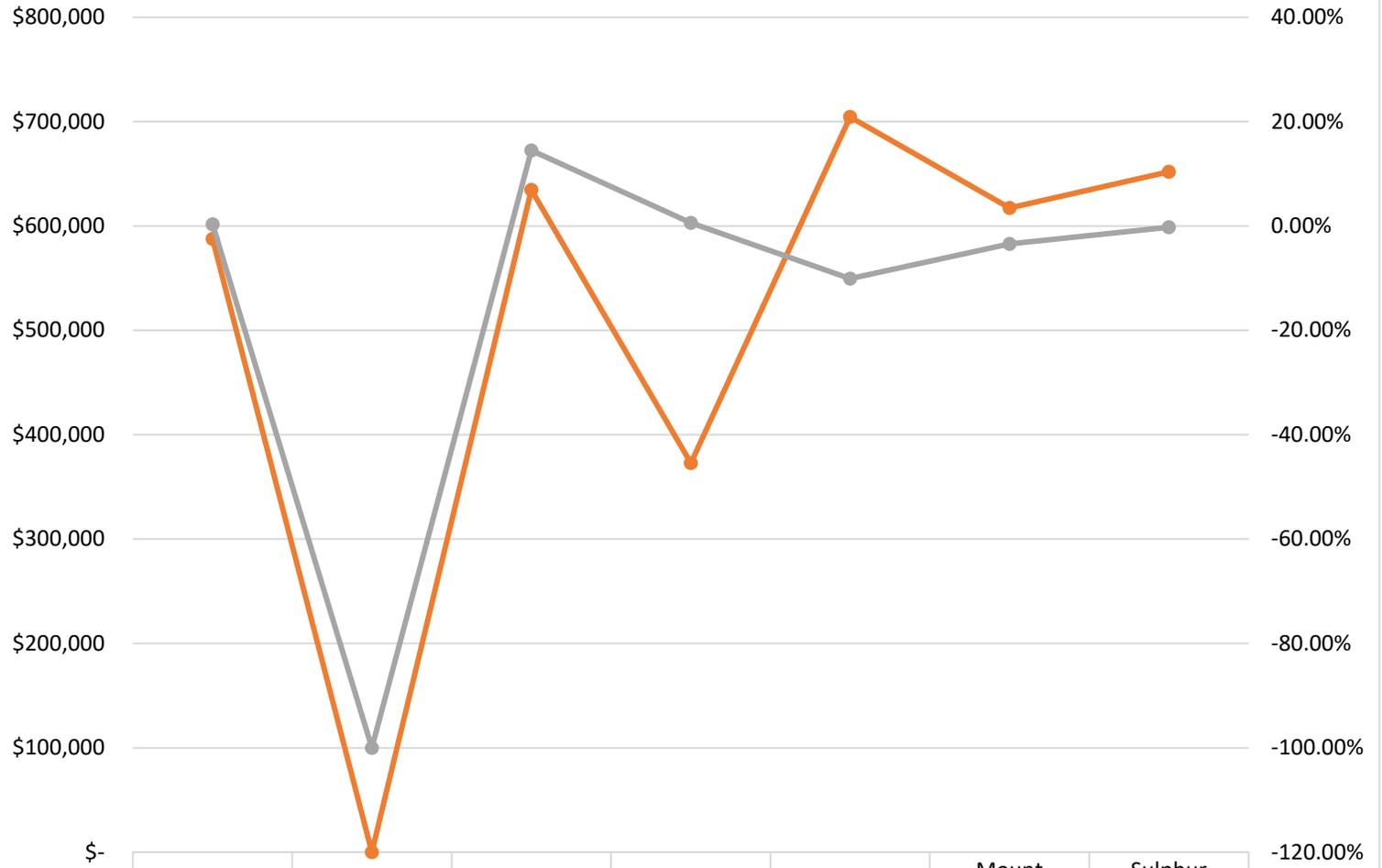
FY 2024				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 462,340	\$ 92,490	\$ 554,831	\$ 554,831
November	583,576	116,743	\$ 700,320	1,255,151
December	761,258	152,288	\$ 913,546	2,168,697
January	489,699	97,963	\$ 587,663	2,756,359
February	-	-	\$ -	2,756,359
March	-	-	\$ -	2,756,359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





Palestine Economic Development Corporation
 Financial Statement
 As of March 31, 2024

Sales Tax FY 2024 - January - Period 4



—●— \$ Sales Tax Received Mar-2024	587,662.72	0.00	634,733.04	372,923.28	704,427.88	617,183.90	652,058.77
—●— % Inc(+) Dec(-) from prior year	0.30%	-100.00%	14.48%	0.60%	-10.09%	-3.43%	-0.24%



Palestine Economic Development Corporation

Summary of Cash and Investment Activity

For the Month Ending: March 31, 2024

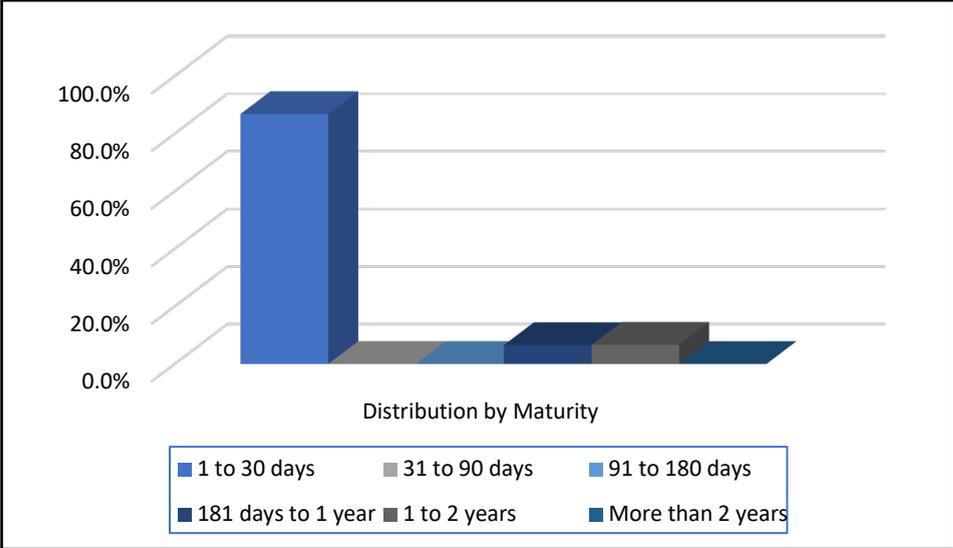
	Par Value	Market Value	Ratio Market-to-Book Value
Beginning Balances			
Cash	\$253,119.62	\$ 253,119.62	100.00%
Investments	\$3,526,450.46	\$3,526,450.46	100.00%
Total	3,779,570.08	\$3,779,570.08	100.00%
Activity			
Cash	\$8,377.22	\$8,377.22	
Investments	(\$27,168.82)	(\$27,168.82)	
Net Accretion & Amortization			
Purchases			
Maturities/Calls	-	-	
Changes to Market Value	-	(1,905.30)	
Net Monthly Activity	(\$18,791.60)	(\$20,696.90)	
Ending Balances			
Cash	\$261,496.84	261,496.84	100.00%
Investments	\$3,499,281.64	\$3,497,376.34	99.95%
Total	\$ 3,760,778.48	\$ 3,758,873.18	99.95%

**Palestine Economic Development Corporation
Summary of Cash and Investment Activity
For the Month Ending: March 31, 2024**

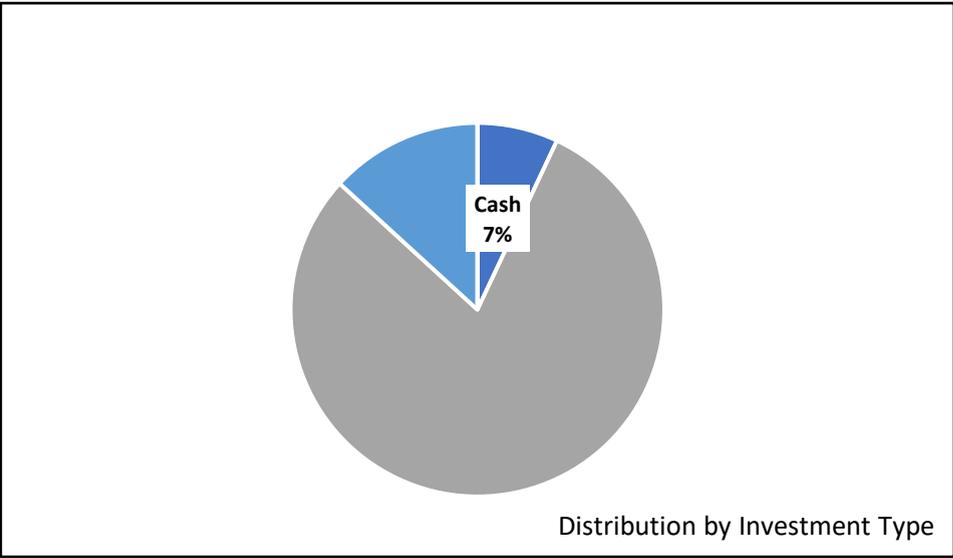
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Cash In Bank	\$ 261,497		\$ 100.000	0.200%	\$ 261,497	\$ 261,497	\$ 261,497	\$ -	1
N/A	N/A	N/A	TEXSTAR Investment Pool	2,980,436		\$ 100.000	4.500%	\$ 2,980,436	\$ 2,980,436	\$ 2,980,436	-	1
12/23/2022	12/23/2024	9497634P8	Wells Fargo Bank	249,000	4.50%	100.000	4.500%	249,000	249,000	247,205	-	267
1/20/2023	7/22/2024	564759RU4	Manufacturers and Traders TR CO	244,000	4.60%	100.000	4.600%	244,000	244,000	243,114	-	113
Totals/Weighted Average				\$ 3,734,932			4.205%	\$ 3,734,932	\$ 3,734,932	\$ 3,732,251	\$ -	26
Benchmark - 4-Week Coupon Equivalent Treasury Bill Rate								5.400%				

Palestine Economic Development Corporation Summary of Cash and Investment Activity For the Month Ending: March 31, 2024

Distribution by Maturity		
	Par Value	Percent
1 to 30 days	\$ 3,241,932	86.8%
31 to 90 days	-	0.0%
91 to 180 days	-	0.0%
181 days to 1 year	244,000	6.5%
1 to 2 years	249,000	6.7%
More than 2 years	-	0.0%
	<u>\$ 3,734,932</u>	<u>100.0%</u>



Distribution by Investment Type		
	Book Value	Percent
Cash	\$ 261,497	7.0%
US Agencies & Instrumentalities	-	0.0%
Eligible Investment Pools	2,980,436	79.8%
Certificates of Deposit	493,000	13.2%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds	-	0.0%
Repurchase Agreements	-	0.0%
	<u>\$ 3,734,932</u>	<u>100.0%</u>



**Palestine Economic Development Corporation
Monthly Interest
For the Month Ending: March 31, 2024**

Cash	\$55.72
Investment Pool	\$ 5,128.57
CDs	\$ 983.50

Total Monthly Interest **\$6,167.79**

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



Andrew Sibai
Finance Director



Agenda Date: 04/09/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and presentations regarding Downtown Grant Applications & Performance Agreements.

SUMMARY:

Discussion and presentations regarding Downtown Grant Applications & Performance Agreements.

- a.) 213 W. Crawford - Palestine Community Theater.
- b.) 201 W. Crawford - The Historic Palestine Event Center.

RECOMMENDED ACTION:

Staff recommends the PEDC board discuss the presentations regarding Downtown Grant Applications & Performance Agreements.

Attachments

Palestine Theater Application
Palestine Theater Performance Agreement
The Historic Application
The Historic Performance Agreement

**APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM**

1. Applicant/Applicants name(s): Palestine Community Theater, Inc.
2. Type of grant(s) being requested:
 First Time Applicant
 Recurring Applicant
3. Applicants contact Information.
 - a. Phone 713-254-9932
 - b. Fax N/A
 - c. Email hellennabaskett@gmail.com
4. Physical address of property for which grant is being requested.
 213 W Crawford St., Palestine, Tx 75802
5. Is the property in the Palestine Main Street Overlay District? Yes No
(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
6. Is the property in the Palestine Historic Overlay District? Yes No
(Historic district overlays can be found on the map at <https://downtowntx.org/palestine-texas>)
7. What is the Zoning for the property? CBD MUN RC I
(Zoning information can be found at cityofpalestinetx.com)
8. Is the property in the National Register's Palestine New Town Commercial Historic District? Yes No
(Historic District information can be found at <https://atlas.thc.texas.gov/NR/pdfs/100007058/100007058.pdf>)
9. Is it a Contributing property? Yes No *(Map on page 86^)*
10. Is the property individually listed on the National Register of Historic Places? Yes No
11. Is the property a designated Palestine Historical Landmark? Yes No
12. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
 Yes No
13. Current occupancy type _____ Occupancy type upon project completion _____
14. Please provide the total square footage of the property: 9,158 sq ft
15. Is this a mixed-use (commercial & residential) property?
 Yes No

If so, please provide a breakdown of the square footage of the property based on current use:

Commercial: _____ sq ft

Residential: _____ sq ft

16. No. of Stories: 3
17. Business name, if applicable Palestine Community Theater, Inc.
18. Mailing address PO Box 80, Palestine, TX 75802

19. This business is a

Sole proprietorship

Partnership

Corporation

Other Non-profit corporation

Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc....

20. Please provide a brief description of business activity.

The historic Texas Theater, home of Palestine Community Theater, Inc.
produces four or more live musicals or plays each year using local and
and area talent. The organization is supported through ticket sales,
and donations from businesses and individuals in and around Palestine.

21. Is this property owned or leased by Applicant?

Owned, please provide proof of ownership.

Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email _____

22. Date business established in Palestine, TX, if applicable Incorporates as PCT, in 1983

23. Number of employees, if applicable _____ Number of new employees, if applicable _____

24. Please provide a description of the proposed project:

Replacement of the existing 50-ton HVAC unit.

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

Façade/Exterior Walls:

TOTAL/MAJOR RESTORATION or PARTIAL RESTORATION OR MAINTENANCE

Including: Slipcover Removal Door(s) Window(s) Brick/Mortar Awning
 Weatherproofing/Sealing Power Wash/Cleaning Trim Paint Wall Paint*
 Other _____

Critical Building Components:

REPLACEMENT OR MAJOR REPAIR or MINOR REPAIR OR MAINTENANCE

Including: Foundation Exterior Wall System Roof
 Plumbing Gas System Electrical Air Conditioning/Heat
 Other _____

Other Building Components:

NEW INSTALLATION or MAJOR REPAIR OR REPLACEMENT

Including: Awning/Canopy (no signage) Grease Trap Dumpster Enclosure
 Fire Protection/Suppression Elevator/Lift (for any use) Ramp/Stairs
 Interior Painting
 Other _____

Business/Property Signage:

NEW SIGN/SIGNAGE PACKAGE or RESTORATION OF A HISTORIC SIGN

Texas Accessibility Standards (TAS) Upgrades:

- Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or modification to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.
- Provision of Communication and Signage that conveys information or instructions that is accessible and usable by people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with specified visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.
- Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens, kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining surfaces, work surfaces, storage, etc.
- Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the use of electronic devices or systems to access information or services. Examples of technology and digital accessibility include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines, two-way communication systems, etc.
- Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground space, reach ranges, operable parts, seats, etc.

26. Amount of grant funds requested ~~\$75,000~~ 60,000
(Total possible funding per grant application is \$75,000 maximum)
27. Total projected cost of project to be determined 80,000
28. Estimated start date of project to be determined
29. Estimated completion date of project to be determined
30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2) licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed and bonded contractor may be considered as a substitute for one of the required estimates.
31. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications, and other material to describe your project
32. Please attach photos of existing conditions.
33. Please provide any additional information you believe to be important concerning this grant application.
34. I (we) the undersigned do hereby acknowledge, certify, and agree:
- A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.
- B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.
- C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.
- D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council.
- E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.
- F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
- G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.
- H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 4th day of April, 2024

Applicant Judith McDonald Applicant Texas Theater

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provided with this application and the research documented above, at a minimum the project will require the following from Development Services:

- N/A No further municipal approvals
- N/A Pre-Development Meeting - Recommended Date Scheduled N/A
- N/A Certificate of Appropriateness from HLC Date Received _____
- N/A Historic Landmark Commission (HLC) Hearing Date Scheduled _____
- _____ Sign Permit Application
- _____ Main Street Advisory Board Review Date Scheduled _____
- N/A Specific Use Permit Application
- N/A Zoning Change Application
- N/A Planning & Zoning Commission Hearing Date Scheduled _____
- N/A City Council Meeting to Approve Specific Use Permit Date Scheduled _____
- N/A Procedure for Commercial New Construction and Additions with Building Permit
(Refer to checklist from Development Services for complete list of documents required)
- N/A Procedure for Commercial Remodels and Repairs with Building Permit
(Refer to checklist from Development Services for complete list of documents required)
- X Multi-Trade Subcontractor Permit Application (electrical, plumbing, mechanical) **mechanical**
- N/A Water and Sewer Tap Application
- N/A Health Department Plan Review and Inspection
- _____ Fire Inspection
- _____ Public Works & Utilities Inspection
- X Building Inspection **Mechanical**
- N/A Clean and Show Application
- N/A Certificate of Occupancy Application

Approval of HPO or Interim Director of Development Services:
Susan Davis _____ Date: 3/13/2024

Approval of Mainstreet District Coordinator:
_____ Date: _____

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

Proposal

Page No. _____ of _____ Pages

HELLENNABASKETT@gmail.com

Ranger Air & Heat Company



Proposal Submitted To: <i>Palastine Community Theater</i>		Job Name	Job #
Address: <i>% Linda McDonald</i>		Job Location	
		Date: <i>14 MAR 24</i>	Date of Plans
Phone # <i>713-254-9932</i>	Fax #	Estimator	

We hereby submit specifications and estimates for:

Replacement cost of A/C: HEAT for TEXAS THEATER

*Existing unit is lennox 50 ton 2300 3ph - w/g as heat
SN - 5607F00004 MN 59460528514 - installed 6/22/07*

No Replacement available

Recommend 2 ea 25 TONS - \$80,000

*DAIKIN OR HELL MN-RGV300HEJAOAAAX2
MN-DGF3003DH00003S X2*

NOTE: NEED SOME LEWAY ON MOUNTING: DUCT MODIFICATION

Thank you!

W. Stowman Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

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

Palestine, Texas 75801

TACLB005970C

(903) 729-5634



Authorized Dealer

LENNOX

Heating and Cooling Products

Paul Martine
Palestine Air & Heat

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

April 3, 2024

Preliminary Bid for Palestine Community Theater

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

*****All Bids are good for 30 days*****

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

Sincerely, and many thanks,

Paul Martine

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

VO. 1309 PAGE 440

33889

THE STATE OF TEXAS, I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ANDERSON. I

RELEASE

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this

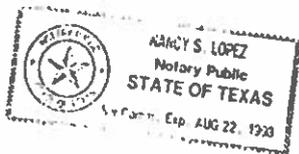
18 day of November, A. D. 1991.



Naomi Poerner

THE STATE OF TEXAS. I
COUNTY OF ANDERSON. I

THIS instrument was acknowledged before me by Naomi
Poerner on this 18th day of November, A. D. 1991.



Nancy S. Lopez
Notary Public, State of Texas.

FILED FOR RECORD AT 2:50 P.M. 11-25-91 BY REGISTER
CLEM COUNTY CLERK ANDERSON CO. TEXAS BY Jana Smith DEPUTY



Before
Feb. '24

Taken by
Palestine Air
Heat
Paul

Before
Feb '24

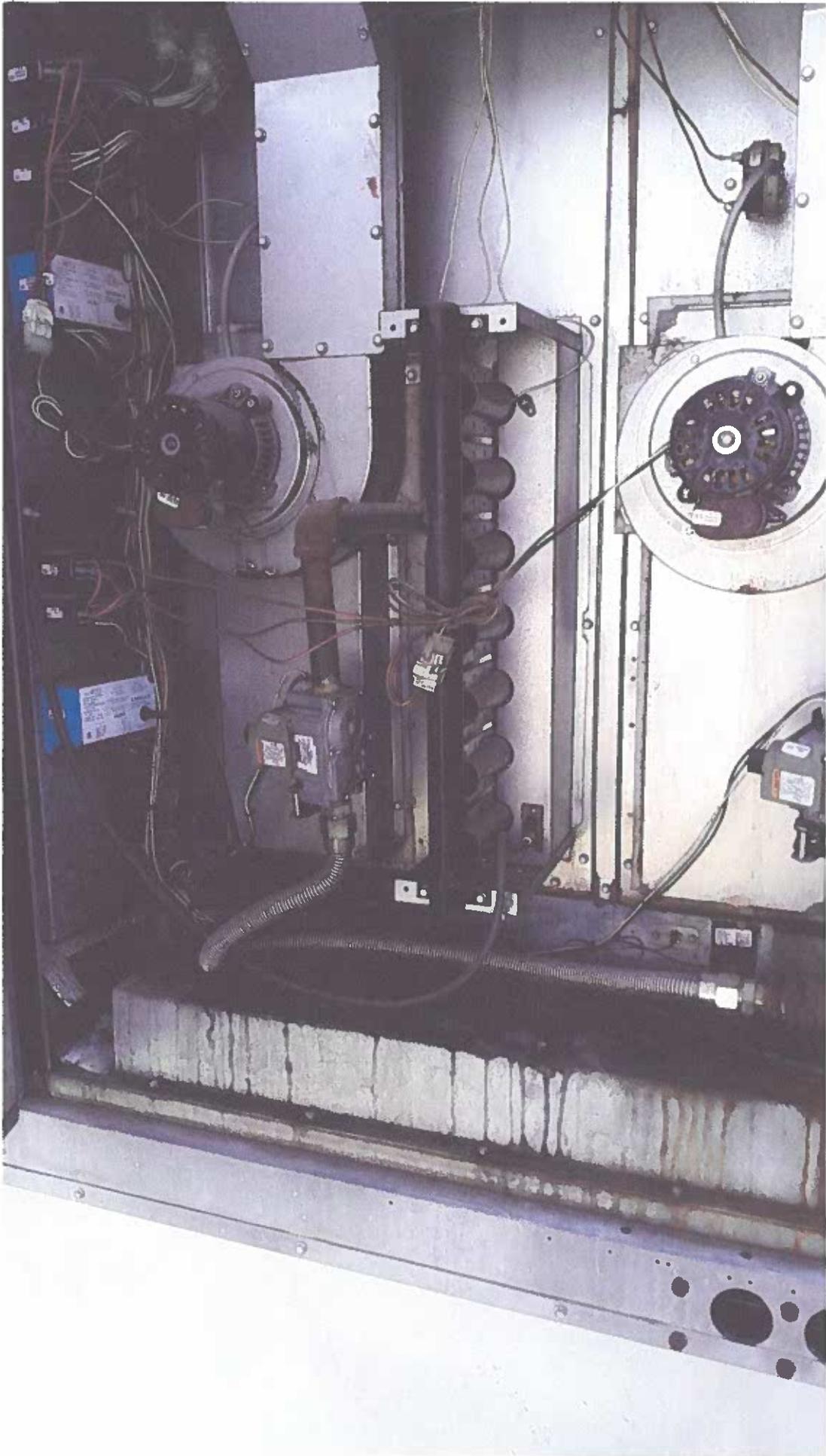




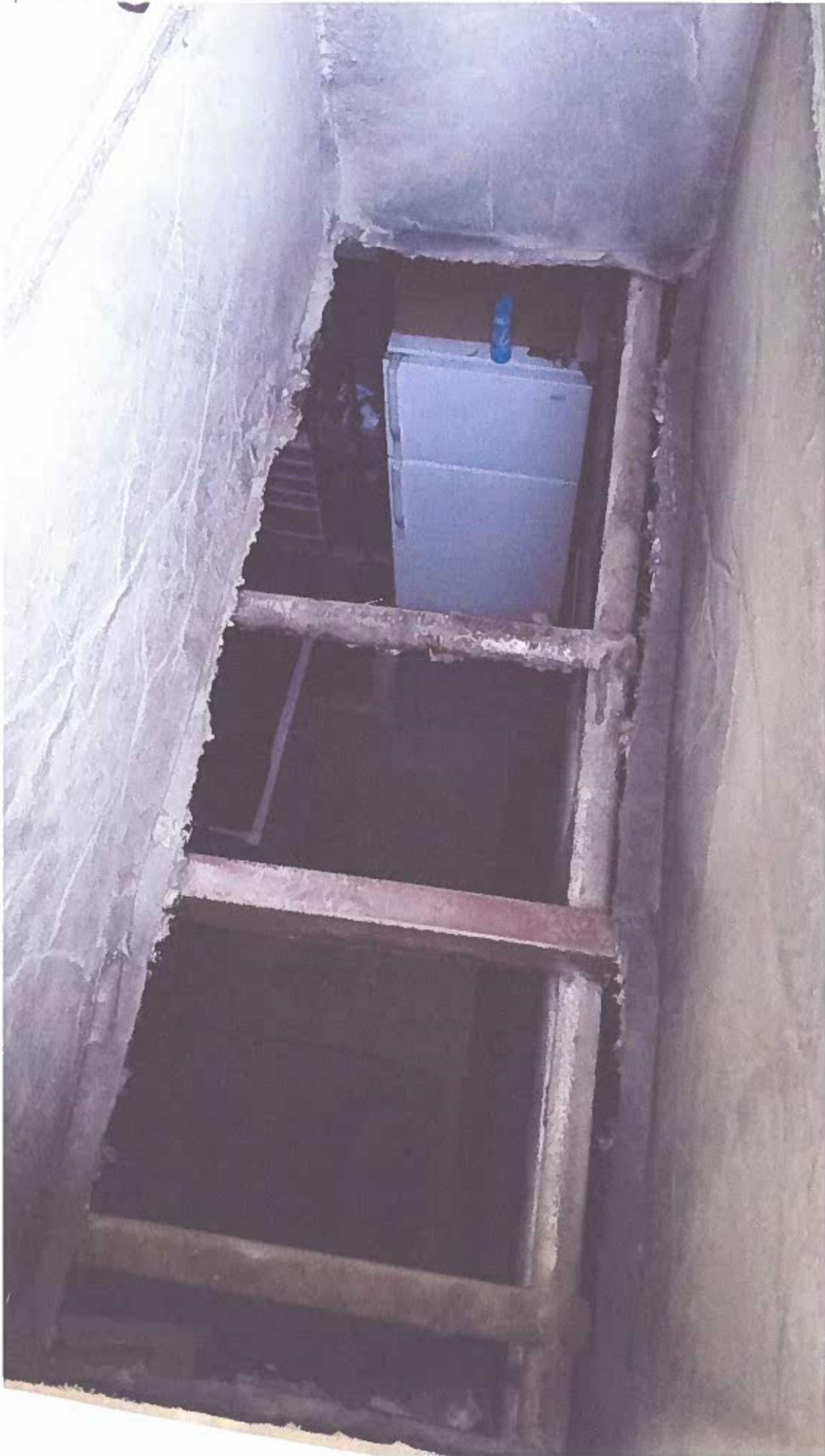
Before
Feb '24



Before
Feb '24



Before
Feb '24



Before
Feb '24



Before
Feb '24

Building Description

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

ID	No.	Street	Style/Type	Date	So. Elevation (Primary)	No. Elevation (Rear)	C/NC
47	213	W. Crawford	Spanish Colonial Revival Plateresque Two Part Commercial Theater	c. 1927	213 W. Crawford	Partially abuts parking lot on N. Magnolia that is part of 512 N. John	C

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

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

5. Classification

Ownership of Property: Private; Public-local

Category of Property: District

Number of Resources within Property

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

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

6. Function or Use

Historic Functions:

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

GOVERNMENT: Post Office, City Hall, City Water Department

EDUCATION: Library

RELIGION: Church, Rectory

RECREATION: Theater

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

Current Functions:

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

EDUCATION: Library

RELIGION: Church, Rectory

RECREATION: Theater

7. Description

Architectural Classification

LATE VICTORIAN: Gothic, Italianate, Romanesque, Renaissance

LATE 19TH/EARLY 20TH CENTURY REVIVALS: Colonial, Classical, Spanish Revivals

LATE 19TH AND EARLY 20TH CENTURY AMERICAN MOVEMENTS: Prairie, Commercial

MODERN MOVEMENT: Art Deco; Miesian, New Formalism

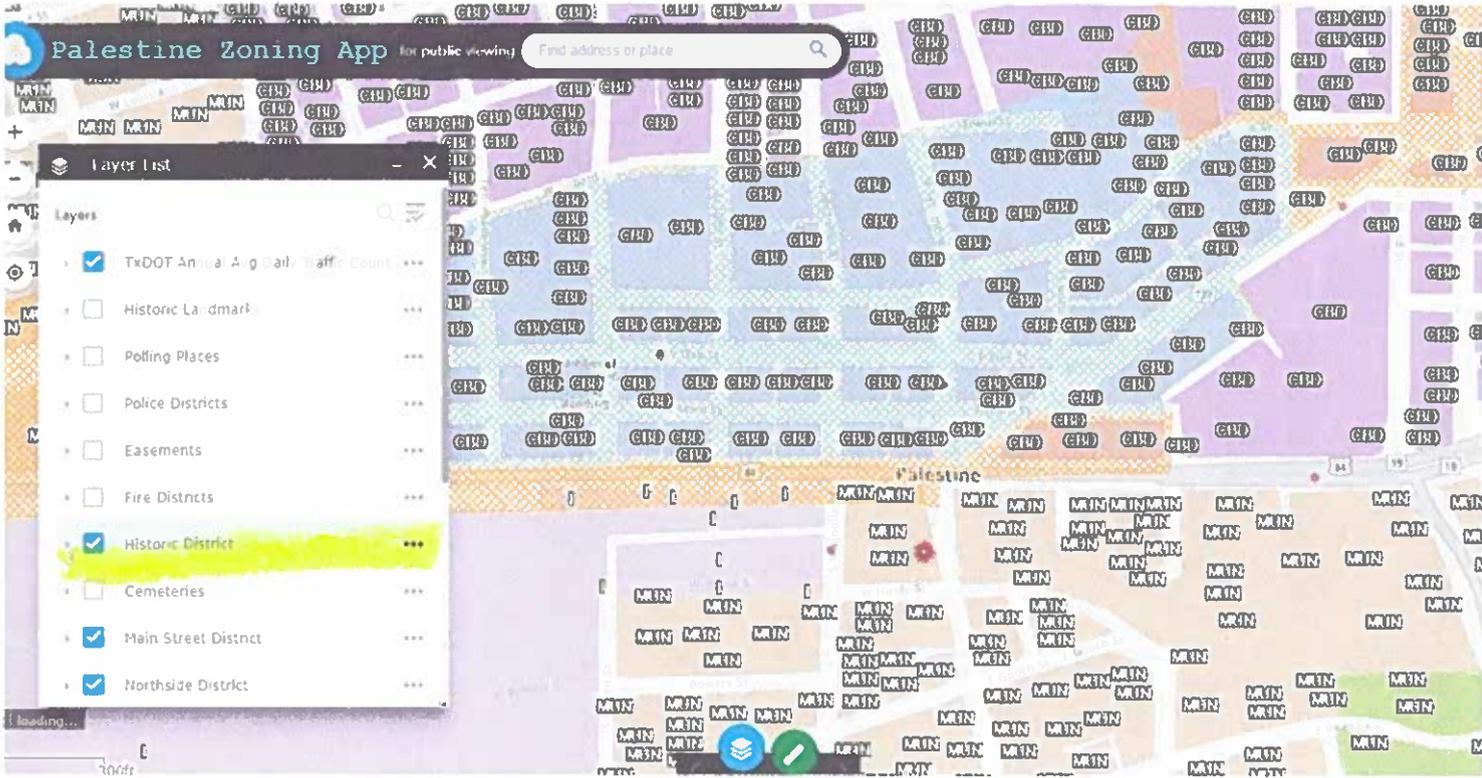
Principal Exterior Materials: Brick, Stucco, Ceramic Tile, Glass Tile, Stone, Concrete

Narrative Description (see continuation sheets 8 through 46)

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

Source: Google Earth, Accessed March 1, 2021





Internal Revenue Service
District Director

Department of the Treasury

Date: OCT 18 1985

Employer Identification Number:

Accounting Period Ending:

June 30

Foundation Status Classification:

509(a)(2)

Advance Ruling Period Ends:

June 30, 1986

Person to Contact:

E O Technical Assistor
Contact Telephone Number:

(214)767-3526

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

Dear Applicant:

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

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

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

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

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

(over)

1100 Commerce St, Dallas, Texas 75242

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

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

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

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

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

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

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

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

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

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

Sincerely yours,


Glenn Cagle
District Director

Department of the Treasury
Internal Revenue Service

18042836

Date of This Notice

11-08-85

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

Employer Identification Number

75-2060941

DOGWOOD PLAYERS INC
RT 4 BOX 655
PALESTINE

TX 75801

NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

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

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

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

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

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

Thank you for your cooperation.

575 0

Department of the Treasury
Internal Revenue Service

AUSTIN, TX 73301

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

PALESTINE COMMUNITY THEATRE INC
PO BOX 80
PALESTINE TX 75801

Employer Identification Number: 75-2060941

Dear Sirs:

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

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

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

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

Thank you for your cooperation.

Sincerely yours,



Gary Robinson
Chief, Processing Division

Enclosure:
Copy of this letter

United States Department of the Interior
National Park Service
National Register of Historic Places Registration Form

1. Name of Property

Historic Name: Palestine New Town Commercial Historic District
Other name/site number: NA
Related multiple property form: Historic and Architectural Resources of Palestine, Anderson County, Texas

2. Location

Street & number: Roughly bounded by N. Queen Street, Crawford Street, N. Houston Street, and Spring Street
City or town: Palestine State: Texas County: Anderson
Not for publication: [] Vicinity: []

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this
[n] nomination [] request for determination of eligibility meets the documentation standards for registering properties in the National
Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the
property [n] meets [] does not meet the National Register criteria

I recommend that this property be considered significant at the following levels of significance:
[] national [] statewide [n] local

Applicable National Register Criteria: [n] A [] B [n] C [] D

Signature of certifying official / Title: Mark Wolfe, State Historic Preservation Officer
Date: 8/25/21
Texas Historical Commission
State or Federal agency / bureau or Tribal Government

In my opinion, the property [] meets [] does not meet the National Register criteria.

Signature of commenting or other official
Date
State or Federal agency / bureau or Tribal Government

4. National Park Service Certification

I hereby certify that the property is:

- [] entered in the National Register
[] determined eligible for the National Register
[] determined not eligible for the National Register
[] removed from the National Register
[] other, explain: _____

Signature of the Keeper Date of Action

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

5. Classification

Ownership of Property: Private; Public-local

Category of Property: District

Number of Resources within Property

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

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

6. Function or Use

Historic Functions:

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

GOVERNMENT: Post Office, City Hall, City Water Department

EDUCATION: Library

RELIGION: Church, Rectory

RECREATION: Theater

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

Current Functions:

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

EDUCATION: Library

RELIGION: Church, Rectory

RECREATION: Theater

7. Description

Architectural Classification

LATE VICTORIAN: Gothic, Italianate, Romanesque, Renaissance

LATE 19TH/EARLY 20TH CENTURY REVIVALS: Colonial, Classical, Spanish Revivals

LATE 19TH AND EARLY 20TH CENTURY AMERICAN MOVEMENTS: Prairie, Commercial

MODERN MOVEMENT; Art Deco; Miesian, New Formalism

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

Narrative Description (see continuation sheets 8 through 46)

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

8. Statement of Significance

Applicable National Register Criteria: A, C

Criteria Considerations: NA

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

Period of Significance: 1872-1971

Significant Dates: 1872, 1873, 1960

Significant Person: NA

Cultural Affiliation: NA

Architect/Builder: Nicholas J. Clayton; C. C. McKim; James Knox Taylor; James F. Brook;
Henry T. Phelps; Theodore. S. Maffitt, Sr.; Robert E. Alexander; Fehr & Granger;
W. S. Dunne; J. B. Rountree; Earl Krause; Loggins Const. Co.

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

9. Major Bibliographic References

Bibliography (see continuation sheets 77-83)

Previous documentation on file (NPS):

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

Primary location of additional data:

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

Historic Resources Survey Number (if assigned): NA

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

Photo 21
100 Avenue A



Photo 22
213 W. Crawford Street



DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Palestine Community Theater, Inc. ("APPLICANT"), whose current address is 213 W. Crawford St. Palestine, TX 75801.

RECITALS

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

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

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

WHEREAS, the APPLICANT plans to make real property capital investments of **Eighty Thousand Dollars and No Cents (\$80,000.00)** for the purpose of replacement of an HVAC system at the business property of The Historic Texas Theater, that being 213 W. Crawford St. Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Sixty Thousand Dollars and No Cents (\$60,000.00)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

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

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

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

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before January 17, 2025.

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

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

2. FUNDING

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

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

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

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

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

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have

no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 213 W. Crawford St, Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

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

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

5. MISCELLANEOUS PROVISIONS

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

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

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

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

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

APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

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

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

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

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

5.9. Time is of the essence of this agreement.

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

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

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

the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

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

For the Applicant(s):
Palestine Community Theater, Inc.

By _____ Date _____
Linda McDonald, Board Member

For the PEDC:
Palestine Economic Development Corporation

By _____ Date _____
Ben Campbell, Board President

APPROVED:
City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM

1. Applicant/Applicants name(s): Kevin Fuhr
2. Type of grant(s) being requested:
 First Time Applicant
 Recurring Applicant
3. Applicants contact Information.
 - a. Phone 903-922-2605
 - b. Fax _____
 - c. Email thehistoricec@gmail.com
4. Physical address of property for which grant is being requested.
201-205 W Crawford
5. Is the property in the Palestine Main Street Overlay District? Yes No
(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
6. Is the property in the Palestine Historic Overlay District? Yes No
(Historic district overlays can be found on the map at <https://downtowntx.org/palestine-texas>)
7. What is the Zoning for the property? CBD MUN RC I
(Zoning information can be found at cityofpalestinetx.com)
8. Is the property in the National Register's Palestine New Town Commercial Historic District? Yes No
(Historic District information can be found at <https://atlas.thc.texas.gov/NR/pdfs/100007058/100007058.pdf>)
9. Is it a Contributing property? Yes No *(Map on page 86^)*
10. Is the property individually listed on the National Register of Historic Places? Yes No
11. Is the property a designated Palestine Historical Landmark? Yes No
12. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
 Yes No
13. Current occupancy type A2 Occupancy type upon project completion A2
14. Please provide the total square footage of the property: _____ sq ft
15. Is this a mixed-use (commercial & residential) property?
 Yes No

If so, please provide a breakdown of the square footage of the property based on current use:

Commercial: _____ sq ft

Residential: _____ sq ft

16. No. of Stories: 2
17. Business name, if applicable The Historic Palestine Event Center
18. Mailing address _____

19. This business is a

- Sole proprietorship
- Partnership
- Corporation
- Other _____

Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc....

20. Please provide a brief description of business activity.

Wedding and event venue.

21. Is this property owned or leased by Applicant?

- Owned, please provide proof of ownership.
- Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email _____

22. Date business established in Palestine, TX, if applicable 6/4/21

23. Number of employees, if applicable 1 Number of new employees, if applicable _____

24. Please provide a description of the proposed project:

Upgrade/Replace HVAC units + new duct on 5 ton unit.

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

Façade/Exterior Walls:

TOTAL/MAJOR RESTORATION or PARTIAL RESTORATION OR MAINTENANCE

Including: Slipcover Removal Door(s) Window(s) Brick/Mortar Awning
 Weatherproofing/Sealing Power Wash/Cleaning Trim Paint Wall Paint*
 Other _____

Critical Building Components:

REPLACEMENT OR MAJOR REPAIR or MINOR REPAIR OR MAINTENANCE

Including: Foundation Exterior Wall System Roof
 Plumbing Gas System Electrical Air Conditioning/Heat
 Other _____

Other Building Components:

NEW INSTALLATION or MAJOR REPAIR OR REPLACEMENT

Including: Awning/Canopy (no signage) Grease Trap Dumpster Enclosure
 Fire Protection/Suppression Elevator/Lift (for any use) Ramp/Stairs
 Interior Painting
 Other _____

Business/Property Signage:

NEW SIGN/SIGNAGE PACKAGE or RESTORATION OF A HISTORIC SIGN

Texas Accessibility Standards (TAS) Upgrades:

- Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or modification to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.
- Provision of Communication and Signage that conveys information or instructions that is accessible and usable by people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with specified visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.
- Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens, kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining surfaces, work surfaces, storage, etc.
- Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the use of electronic devices or systems to access information or services. Examples of technology and digital accessibility include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines, two-way communication systems, etc.
- Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground space, reach ranges, operable parts, seats, etc.

- 26. Amount of grant funds requested \$37,125
(Total possible funding per grant application is \$75,000 maximum)
- 27. Total projected cost of project 49,500
- 28. Estimated start date of project 5/13/24
- 29. Estimated completion date of project 5/30/24
- 30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2) licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed and bonded contractor may be considered as a substitute for one of the required estimates.
- 31. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications, and other material to describe your project
- 32. Please attach photos of existing conditions.
- 33. Please provide any additional information you believe to be important concerning this grant application.
- 34. I (we) the undersigned do hereby acknowledge, certify, and agree:
 - A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.
 - B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.
 - C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.
 - D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council.
 - E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.
 - F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
 - G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.
 - H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 22 day of March, 2024

Applicant KEVIN FUHR Applicant [Signature]

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



Filed in the Office of the
Secretary of State of Texas
Filing #: 804034338 04/23/2021
Document #: 1045426220002
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Filing Fee: \$300

**Certificate of Formation
Limited Liability Company**

Article 1 - Entity Name and Type

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

Link-Bratton Building, LLC

Article 2 – Registered Agent and Registered Office

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

OR

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

Name:

Kevin Fuhr

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

Street Address:

101 W. Oak St. Palestine TX 75801

Consent of Registered Agent

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

OR

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

Article 3 - Governing Authority

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

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Nicole Fuhr**

Title: **Managing Member**

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

Managing Member 2: **Kevin Fuhr**

Title: **Managing Member**

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

Article 4 - Purpose

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

Supplemental Provisions / Information

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

Organizer

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

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

Effectiveness of Filing

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

OR

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

Execution

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

Travis J. Phillips

Signature of Organizer

FILING OFFICE COPY

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

ANDERSON COUNTY TAX OFFICE

Property R34392	Owner LINK-BRATTON BUILDING LLC	Property Address 201 W CRAWFORD ST PALESTINE	Tax Year 2023	2023 Assessed Value CERTIFIED \$647,040
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[Details](#) [Bills](#) [Payment History](#)

2023 GENERAL INFORMATION

Property Status	Active
Property Type	Real
Legal Description	ORIGINAL BLOCK 101 LOT 22, 23 & 24
Neighborhood	-
Account	6760-00101-02200
Map Number	-

2023 OWNER INFORMATION

Owner Name	LINK-BRATTON BUILDING LLC
Owner ID	
Exemptions	
Percent Ownership	100%
Mailing Address	P O BOX 2945 PALESTINE, TX 75802
Agent	-

TOTAL TAXES DUE	Effective Date: 3/13/2024
Current Amount Due	\$0.00
Past Years Due	\$0.00
Total Due	\$0.00

2023

[Tax Statement](#) [Details](#)

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

Proposal

Page No. _____ of _____ Pages

Ranger Air & Heat Company



KRF572@gmail.com

Proposal Submitted To: Kevin Fuhr		Job Name	Job #
Address		Job Location 201 West Crawford	
Phone # 903-922-2605		Date 18 MARCH 24	Date of Plans
Fax #	Estimator		

We hereby submit specifications and estimates for: **AMERICAN STANDARD**

① Install 5.0 TON 19 SEER Variable Speed Heat Pump in MAIN OPEN AREAS up to 9' including glass wall on street side

- Air Handler in closet beside existing A/C
- Condenser on Roof of adjacent Bldg
- Spiral Ductwork suspended from ceiling

② Install 3ea 24,000 btu mini split in adjacent Rooms

- Condensers on Roof
- 1ea 36,000 Mini split in large common area for backup

Bid price - \$35,000 (Thirty five thousand 00/100)
 + 5,000 For any electrical necessary
 \$40,000 (Forty thousand 00/100)

* Does not include electrical or plumbing work

* Does not include sales tax

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Date of Acceptance: **March 20, 2024**

Signature _____

Signature _____

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

Palestine, Texas 75801

TACLB005970C

(903) 729-5634



Authorized Dealer

LENNOX

Heating and Cooling Products



Quality Cool Air, Inc

205 W Crawford St
Palestine, TX 75801

☎ (903) 922-2605
✉ krf572@gmail.com

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

CONTACT US

2214 W Reagan St
Palestine, TX 75801

☎ (903) 724-0508
✉ kayla@qualitycoolair.com

ESTIMATE

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

Services subtotal: \$41,000.00

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

Total \$41,000.00



Quality Cool Air, Inc

205 W Crawford St
Palestine, TX 75801

☎ (903) 922-2605
✉ krf572@gmail.com

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

CONTACT US

2214 W Reagan St
Palestine, TX 75801

☎ (903) 724-0508
✉ kayla@qualitycoolair.com

ESTIMATE

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

Services subtotal: \$8,500.00

Subtotal \$8,500.00

Tax (Out of scope 0%) \$0.00

Total \$8,500.00

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Kevin Fuhr sole proprietor d/b/a The Historic Palestine Event Center ("APPLICANT"), whose current address is 201 W. Crawford St. Palestine, TX 75801.

RECITALS

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

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

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

WHEREAS, the APPLICANT plans to make real property capital investments of **Forty-Nine Thousand Five Hundred Dollars and No Cents (\$49,500.00)** for the purpose of replacement of an HVAC system at the business property of The Historic Palestine Event Center, that being 201 W. Crawford St. Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Thirty-Seven Thousand One Hundred Twenty-Five Dollars and No Cents (\$37,125.00)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

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

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

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

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before January 17, 2025.

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

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

2. FUNDING

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

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

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

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

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

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.14. If the business property, that being 201 W. Crawford St. Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

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

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

5. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

5.9. Time is of the essence of this agreement.

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

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

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

6. TERM

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

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

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

For the Applicant(s):

The Historic Palestine Event Center

By _____ Date _____
Kevin Fuhr, Owner

For the PEDC:

Palestine Economic Development Corporation

By _____ Date _____
Ben Campbell, Board President

APPROVED:

City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor



Agenda Date: 04/09/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding an invoice for the East Texas Council of Governments Regional Broadband Project.

SUMMARY:

Discussion and possible action regarding an invoice for the East Texas Council of Governments Regional Broadband Project.

RECOMMENDED ACTION:

Staff recommends the PEDC board discuss and take possible action regarding an invoice for the East Texas Council of Governments Regional Broadband Project.

Attachments

Invoice
Project Map



3800 STONE ROAD
KIIGORE, TEXAS 75662 • 903/218-6400 • FAX 903/983-1440

SERVING A FOURTEEN COUNTY REGION

Memorandum To: Christophe Trahan, Palestine Economic Development Corporation

From: David Cleveland
Executive Director

Date: March 14, 2024

Subject: Regional Broadband Project Local Match Invoice # 2

As you know, the East Texas Council of Governments (ETCOG) received a U.S. Department of Commerce, Economic Development Administration grant to fund the development and completion of a regional broadband strategic plan. ETCOG staff and contractors TDC2 and Design Nine worked diligently through December of 2023 with individual local county project teams to identify broadband development projects that meet the real and current needs of the businesses and residents throughout our region. With the planning phase now complete, as of this writing we have 59 approved Broadband Development projects located in 12 of our 14 counties, with an additional 6 projects awaiting final Commissioners Court approval in an additional county. Each individual county Broadband Action Plan is needed so we can pursue federal, state, and private funding to implement as many projects as possible. During the next two to three years, our team at ETCOG will be partnering with our counties, ISP's, and other stakeholders to help accomplish this task. More information about the grant acquisition phase will be provided soon under separate cover very soon.

As you may recall, total funding secured for the Broadband Project planning project phase was \$536,000. Of that total, \$375,000 is federal funding. To secure all the federal funding, the ETCOG region agreed to contribute \$161,000 in cash matching funds over the three-year period covered by the grant. To accomplish this objective, at its January 30, 2020 meeting, the East Texas Economic Development District (EDD) Board approved a local match sharing plan. This same plan was subsequently approved by the ETCOG Executive Committee at its meeting on March 5, 2020; and then by the County Judges by unanimous vote at the Chief Elected Officials-Rural Transportation Planning Organization (CEO-RTPO) Board meeting on August 20, 2020.

Under this plan, each of our fourteen East Texas Counties, their respective EDC's and ETCOG equal share of the \$161,000 in required local matching funds is a total of \$3,500.00. This amount may be paid as a one-time lump sum, or equally spread out over a two-year period. This invoice is the second invoice sent in support of this important regional project. If you are receiving this invoice, this means you elected to spread the \$3,500 local matching contribution over two or possibly three years. The enclosed sets forth your remaining balance according to our records. At your option, you may elect to pay the entire remaining balance or spread it equally over the next two years. Simply check the option you wish and remit a check payable to the East Texas Council

Broadband Planning Grant Match

of Governments for the appropriate amount. When your payment is received, we will issue a receipt and advise of your remaining balance, if any, depending on the payment option and term you choose.

Thank you for your assistance with this matter. If you have any questions, please feel free to contact Rebecca Gage or me at 903-218-6400, or by email for David (david.cleveland@etcog.org) or Rebecca (rebecca.gage@etcog.org).

enclosure



ETEDD
East Texas Economic Development District

INVOICE

03/14/24

TO: Christophe Trahan
Palestine EDC
100 Willow Creek Parkway, Suite A
Palestine, TX 75801

RE: Regional Broadband Local Match

Please choose your payment option below for the Regional Broadband Local Match.



TERMS NET 30



\$3,500- PAY IN FULL



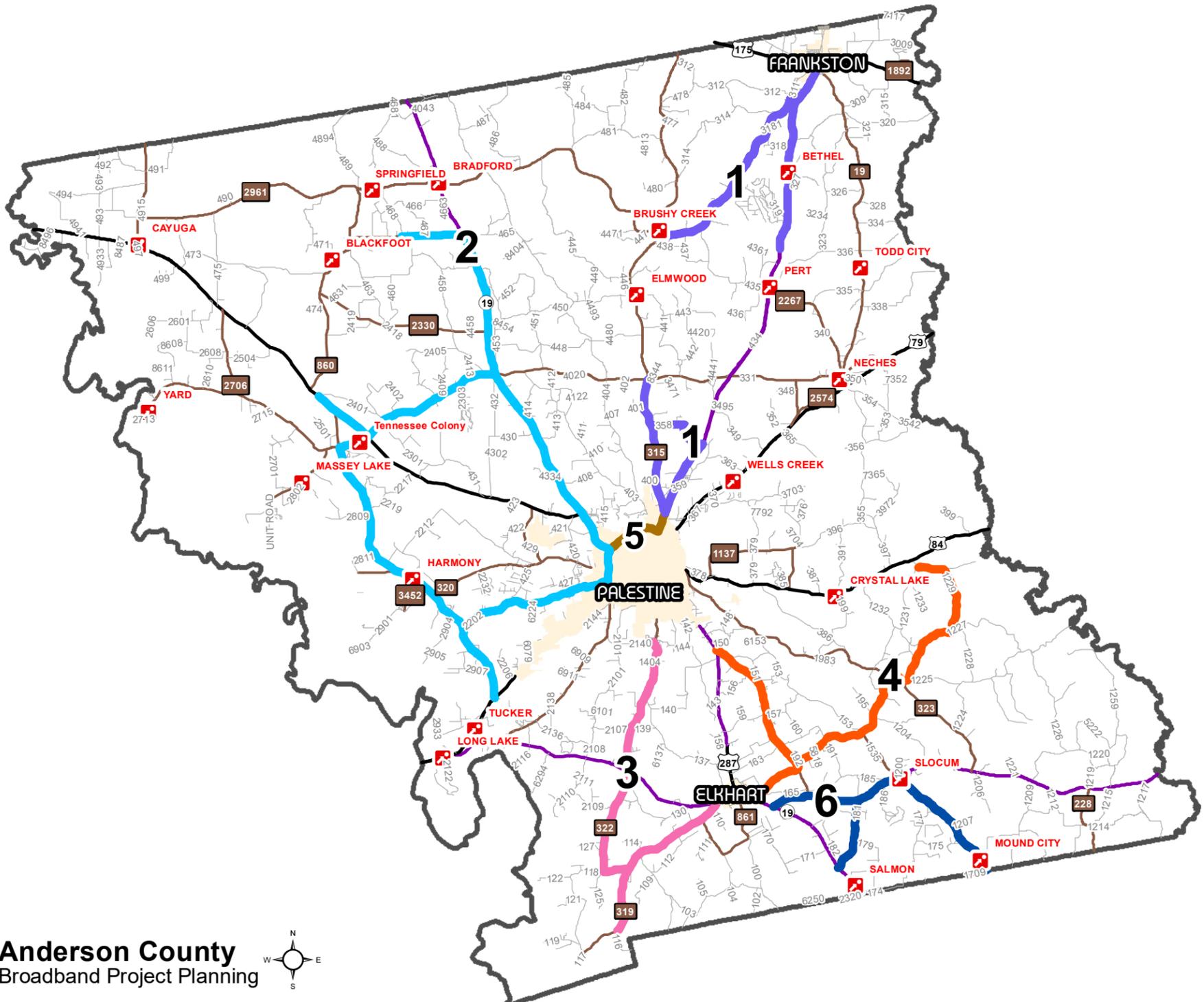
\$1,750- PAY OVER 2 YEARS

(Include your 1st payment. You will be billed in March 2025 for your 2nd payment.)

Please make checks payable to ETCOG and return a copy of this invoice along with your payment to:

ETCOG
3800 Stone Road
Kilgore, TX 75662
Attn: Rebecca Gage

Thank you!



Anderson County
Broadband Project Planning

1

HIGHWAY 155 CORRIDOR

Start: 32° 47' 30.970" N / 095° 37' 4.151" W
End: 32° 2' 53.929" N / 095° 30' 22.967" W **32.8 Miles**

Route:
This project is in 2 parts. The first begins at Palestine traveling NE on SH 155, turning west on CR 356. Then turns south down FM 315 back to Palestine, and also north on FM 315 to FM 321. The second leg of this projects begins back on SH 155 just north of CR 436, goes north through the Bethel Community and ends in Frankston. This part also turns SW down FM 837 ending at intersecting FM 315.

Purpose:
To provide fiber optic high speed internet to unserved and underserved businesses and residences in the rural areas and unincorporated communities along SH 155 and FM 315.

2

TENNESSEE COLONY/MONTALBA/WESTWOOD

Start: 31° 41' 7.248" N / 095° 44' 19.159" W **55.9 Miles**
End: 31° 57' 28.523" N / 095° 47' 39.923" W

Route:
Beginning along the west Loop 256 inside Palestine, this project creates a loop along CR 2202, turning N onto FM 645 (also running south along FM 645 to US 79), From FM 645 traveling north, it turns east onto W FM 321, turning back SE along SH 19, ending at Loop 256. The project also runs north onto SH 19 at this intersection, turning west onto FM 860. One more section flows NW along US 287 at the intersection of FM 321.

Purpose:
To provide fiber optic high speed internet to unserved and underserved businesses and residences within the communities of Tennessee Colony, Montalba, Westwood and other rural areas of Anderson County.

3

ELKHART/REDTOWN

Start: 31° 32' 48.524" N / 095° 39' 33.369" W **21.4 Miles**
End: 31° 41' 49.882" N / 095° 40' 58.573" W

Route:
This project begins SE of Palestine traveling along FM 1990, south connecting to FM 322, and ultimately along FM 319.

Purpose:
To provide fiber optic high speed internet access for the residential and telecommuting populations of Elkhart and Redtown and surrounding rural populations.

4

ELKHART/ALDER BRANCH

Start: 31° 37' 32.584" N / 095° 33' 52.194" W
End: 31° 45' 32.538" N / 095° 27' 5.731" W **26.0 Miles**

Route:
Beginning south of Palestine, travels along FM 2419 S and intersects with FM 1817, to flow both directions along the entirety of FM 1817 where then turns south on FM 323, then NE onto CR 1230. Then continues along CR 1229 and ends at CR 1231.

Purpose:
To provide fiber optic high speed internet to unserved and underserved businesses and residences in the City of Elkhart and Alder Branch community.

5

NORTH LOOP/PALESTINE

Start: 31° 46' 13.763" N / 096° 39' 24.709" W **3.8 Miles**
End: 31° 47' 34.256" N / 095° 37' 03.815" W

Route:
Project 5 travels east/west along north Loop 256 in Palestine, beginning at the intersection of Spring and the Loop. It then turns NE onto SH 155, ending at the city limits.

Purpose:
To provide fiber optic high speed internet to unserved and underserved businesses in the northern section of Palestine.

6

ELKHART/BROOM CITY/MOUND CITY

Start: 31° 37' 00.492" N / 095° 32' 59.612" W **16.2 Miles**
End: 31° 34' 33.496" N / 095° 24' 19.972" W

Route:
This route begins SE of Elkhart at the intersection of SH 19 and SH 294, traveling east along SH 294. This part then turns south and runs south down FM 2022 to end at the county boundary. A section also starts at the intersection of SH 294 and CR 181, running south down CR 181 until it hits SH 19.

Purpose:
To provide fiber optic high speed internet to unserved and underserved businesses and residences of the City of Elkhart, Broom City, and Mound City communities.

TOTAL MILES: 156.1



Agenda Date: 04/09/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding budgetary amendments to PEDC's fiscal year 2023-2024 budget.

SUMMARY:

Discussion and possible action regarding budgetary amendments to PEDC's fiscal year 2023-2024 budget.

RECOMMENDED ACTION:

Staff recommends discussion and possible action be taken regarding budgetary amendments to PEDC's fiscal year 2023-2024 budget.



Agenda Date: 04/09/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding a private utility easement for Lonestar Oil Tech, LLC

SUMMARY:

Discussion and possible action regarding a private utility easement for Lonestar Oil Tech, LLC.

RECOMMENDED ACTION:

Staff recommends the PEDC board discuss and take possible action regarding a private utility easement for Lonestar Oil Tech, LLC.

Attachments

Utility Easement - Lonestar Oil Tech., LLC.

proper for the purpose of exercising GRANTEE'S rights and privileges hereunder; and for the purpose of ingress and egress to and from said Utility Easement.

GRANTOR shall maintain, clear, and keep cleared all trees, undergrowth, and other obstructions located on the surface of the Utility Easement that may interfere with the normal operation or maintenance of any natural gas pipeline placed in the Utility Easement by GRANTEE.

GRANTOR agrees not to build, construct, or create, or permit others to build, construct or create in the Utility Easement any encroachments, including but not limited to buildings, structures, or vegetation (including but not limited to trees, shrubs, and other landscaping) that may interfere with the normal operation or maintenance of the natural gas utility pipeline or appurtenances installed therein without the prior written approval of GRANTEE, except that GRANTOR may do and perform all acts necessary to construct, reconstruct, repair, relocate, operate, or maintain water, sanitary sewer, and water reuse utility facilities and improvements within said Utility Easement and operate thereon all necessary machinery and equipment to efficiently prosecute the work. GRANTEE agrees to construct the natural gas utility pipeline as close to the southernmost edge of the Utility Easement as is feasible to allow clearance in the remainder of the Utility Easement for GRANTOR'S future water, sewer, or other utility line construction. Any fence installed along, across or within the Utility Easement must provide the GRANTEE with unrestricted access to the Utility Easement subject to the exceptions above. The GRANTOR and GRANTOR'S heirs, successors, and assigns shall not unreasonably obstruct the Utility Easement and shall be responsible for removing any and all items that may obstruct the Utility Easement. The GRANTEE has the right to eliminate any encroachments into or obstructions of the Utility Easement, subject to the exceptions above, upon giving GRANTOR ten (10) days written notice as provided herein, unless an event occurs that in the sole discretion of the GRANTEE presents a danger to life, health, safety, welfare, or property, in which case the GRANTEE may act without prior notice to the GRANTOR.

GRANTOR retains title to all of the oil, gas, sulfur and other mineral interests in and under said Utility Easement upon the condition that any operations to recover those interests shall be

conducted so as not to interfere with the intended use thereof or in any way interfere with, jeopardize or endanger the facilities of GRANTEE or create a hazard to the public.

GRANTORS do hereby also GRANT, SELL AND CONVEY to GRANTEE, its successors and assigns, a Temporary Construction and Workspace Easement for each tract or parcel, fifteen (15) feet in width, adjacent and parallel to the Utility Easement described attached hereto as "Exhibit B" for the purpose of constructing, and for storage of excavation material resulting from construction of the underground natural gas pipeline upon, under, over, across, and along the tract or parcel of land described in the attached "Exhibit B". The term of the Temporary Construction and Workspace Easement shall be for a period of up to twelve (12) months from the date this Utility Easement is recorded. However, if GRANTEE has completed the use of the Temporary Construction and Workspace Easement prior to the twelve (12) month period, then the Temporary Construction and Workspace Easement shall immediately terminate.

GRANTEE hereby agrees to indemnify and hold harmless GRANTOR from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement by the Grantee, its agents, employees, contractors, subcontractors, guests, and invitees.

GRANTEE, shall be responsible for all inspections, testing, and maintenance of the natural gas pipeline and GRANTEE shall identify and insure all improvements within the Utility Easement in its insurance liability coverage policy.

To have and hold perpetually, the above-described Utility Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto the said GRANTEE, its successors and assigns forever. GRANTORS do hereby bind themselves, their heirs, executors, and administrators, to warrant and forever defend, all and singular, the said Utility Easement and rights unto the said GRANTEE, its

GRANTEE:

LONESTAR OIL TECH, LLC

By: _____
NELSON VARUGHESE, *President*

Date of Execution by LONESTAR OIL TECH, LLC:
_____, 2024

STATE OF TEXAS

§

ANDERSON COUNTY

§

§

This instrument was acknowledged before me on the _____ day of _____
2024, by **Nelson Varughese, *President*, Lonestar Oil Tech, LLC**, on behalf of said business
entity.

NOTARY PUBLIC, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Palestine Economic Development Corporation

Attn: President

100 Willow Creek Parkway, Ste. A

Palestine, Texas 75801

With a copy to:

Randle Law Office Ltd., L.L.P.

Attn: Heather N. Cook

820 Gessner Road

Suite 1570

Houston, Texas 77024

Exhibit A
Legal Description of Properties

Lot 4, Block 2 of Willow Creek Business Park according to that map or plat thereof recorded in Envelope 300-A of the Map Records of Anderson County, Texas.

That 2.063 acre channel right-of-way of Willow Creek Business Park, Phase 1 according to that map or plat thereof recorded in Envelope 300-A of the Map Records of Anderson County, Texas.

Lot 3R, Block 2 of Willow Creek Business Park, Phase 1 according to that map or plat thereof recorded in Envelope 316-A of the Map Records of Anderson County, Texas.

Exhibit B
Legal Description of Utility Easement

200 W. 5th St.
Rusk, Texas 75785
(903)683-2504
Fax (903)683-6632
Firm No. 10018300

AFFILIATED SURVEYORS, INC.

LAND SURVEYING

Wayne Morgan
RPLS #1969
Kristopher Morgan
County Surveyor
Cherokee County, Texas
RPLS #5655
Christopher P. Gluck
RPLS #6448

November 8, 2023
Revised March 25, 2024

RE: W. S. McDonald, A-43
City of Palestine
Anderson County, Texas

0.142-ACRE EASEMENT DESCRIPTION

BEING 0.142 acres of land in the WILLIAM S. McDONALD SURVEY, ABSTRACT No. 43, CITY OF PALESTINE, ANDERSON COUNTY, TEXAS, and being across Lot 4, Block 2 of Willow Creek Business Park according to that map or plat thereof recorded in Envelope 300-A of the Map Records of Anderson County, Texas (hereinafter shown as Envelope number, MR, volume/page, DN for Document Number, DR for Deed Records), across that 2.063-acre channel right-of-way of Willow Creek Business Park, Phase 1 in 300-A, MR, and across the residue of Lot 3R, Block 2 of Willow Creek Business Park, Phase 1 in 316-A, MR, all being originally a part of that 352.226 acres from R. J. Horn Properties, Inc. to Palestine Economic Development Corporation on July 19, 2002 in 1733/221, DR: SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations: All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions: At the Point of Beginning (POB), the angle of convergence is 02°25'08" and the combined scale factor is 0.999944: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/CLS cap = a plastic cap marked CL Smith, 4181: w/4091 cap = a plastic cap marked RPLS 4091: SEE PLAT:

BEGINNING at a ½" steel rod w/cap set on November 8, 2023 for an angle corner of Lot 4 at the intersection of the East line of Willow Creek Parkway with the North line of Willow Creek Drive for the most Westerly Southwest corner of this easement, same having a state plane coordinate with a Northing of 10623767.310 feet and an Easting of 3756244.262 feet;

THENCE North 31°50'58" East, with the East line of Willow Creek Parkway and the West line of Lot 4, 14.30 feet to a ½" steel rod w/cap set on November 8, 2023 for the Northwest corner of this easement, from which a ½" steel rod w/CLS cap found for an angle corner of both Willow Creek Parkway and Lot 4 is North 31°50'58" East, 253.28 feet;

THENCE with the North line of this easement as follows:

South 12°32'27" East, 149.04 feet to a ½" steel rod w/cap set on November 8, 2023;

South 56°56'15" East, crossing the East line of Lot 4 and the West line of said channel right-of-way, 289.14 feet to a ½" steel rod w/cap set on November 8, 2023;

South 56°55'27" East, crossing the East line of said channel right-of-way and the West line of Lot 3, 179.98 feet to a ½" steel rod w/cap set on November 8, 2023 for the beginning of a curve to the left;

Southeasterly along said curve to the left having a radius of 425.00 feet, an arc length of 1.60 feet, a delta of 0°12'58", and a long chord of South 57°02'19" East, 1.60 feet to a ½" steel rod w/cap set on November 8, 2023 for the East or Southeast corner of this easement, the North or Northwest corner of a 0.106-acre easement, this day created, and in the West line of Lot 5RA, Block No. 2 of Willow Creek Business Park according to that map or plat thereof recorded in 451-A, MR and shown in deed from Palestine Economic Development Corporation to Lonestar Oil Tech, LLC on November 20, 2023 in DN 2023-6688, DR;

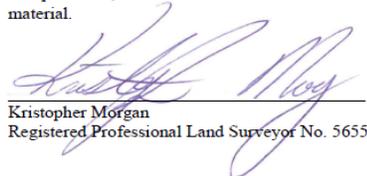
THENCE South 42°11'03" West, with the Northwest line of Lot 5RA and said 0.106-acre easement, 10.13 feet to a ½" steel rod found on November 8, 2023 for the Southwest corner of Lot 5RA, the South corner of this easement, the West or Southwest corner of said 0.106-acre easement, and in the North line of Willow Creek Drive;

THENCE with the North line of Willow Creek Drive as follows:

North 56°55'27" West, 179.98 feet to a ½" steel rod w/CLS cap found on November 8, 2023 for the West corner of Lot 3 and the South corner of said 2.063-acre channel right-of-way;

North 56°56'15" West, passing the West corner of said 2.063-acre channel right-of-way and the South or Southeast corner of Lot 4, 293.22 feet to a ½" steel rod w/CLS cap found on November 8, 2023 for an angle point in the North line of Willow Creek Drive and Lot 4;

North 12°32'27" West, 142.91 feet to the to the PLACE OF BEGINNING, and containing within these calls, 0.142 acres of land. If this document is not signed in pale blue ink and the seal present in crimped form, it should be considered an unlicensed copy and presumed to contain altered or unauthorized material.


Kristopher Morgan
Registered Professional Land Surveyor No. 5655



