

Dan Bochsler, President  
Kim Willmott, Vice-President  
Charles Drane, Secretary/Treasurer  
Firouz Haghighi, Director  
Joseph Thompson, Director  
Veer Patel, Director  
Linda Dickens, Director



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

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

Zoom Link:  
<https://us06web.zoom.us/j/89226379444?pwd=HR2b7exDkEYIO5rpXYopLOGV0Oi00L.1>

Meeting ID: 892 2637 9444  
Passcode: 412342

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One tap mobile  
+13462487799,,89226379444#,,,,\*412342# 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/palestinetcx/](https://facebook.com/palestinetcx/)

**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 Commissioners. Members of the public may join via Zoom or in person.

**D. CONFLICT OF INTEREST DISCLOSURES**

**E. ITEMS FROM BOARD**

**F. DISCUSSION AND ACTION ITEMS**

1. Presentation regarding a Downtown Grant Application & Perf. Agreement with Sandra Vasquez d/b/a Warren's Barber Shop.
2. Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Mollard Properties, Ltd., a Texas limited partnership.

3. Discussion and possible action regarding the Downtown Grant Performance Agreement with Kevin Fuhr d/b/a The Historic Palestine Event Center.
4. Consider approval of the PEDC Minutes from November 12, 2024.
5. Consider approval of the November 2024 Financial Report.
6. Discussion and possible action regarding revisions to the Palestine EDC Downtown Grant Program Guidelines.
7. Consideration and possible action regarding a budget amendment to PEDC's Com. Dev. Grant Program budget line item.
8. Consideration of and possible action on Resolution No. R-06-24, a resolution of the PEDC declaring projects of the PEDC offering economic development grants to incentivize community development and authorizing and directing staff to publish notice of the same.
9. Presentation and possible action regarding services for an updated promotional video for PEDC.
10. Consideration and possible action regarding an Easement Agreement between PEDC and Stewart & Jane Kenderdine.
11. Presentation from John Christon with Venture Commercial Real Estate, LLC. regarding the Palestine Mall.

**G. CLOSED SESSION**

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

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 negotiation or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.
  - a.) Palestine Mall - Letter of Intent/Resolution R-7-24 declaring a project for the expenditure of funds for an economic development initiative.
  - b.) Sandra Vasquez d/b/a Warren's Barber Shop
  - c.) Mollard Properties, Ltd., a Texas limited partnership

**H. RECONVENE IN REGULAR SESSION**

**I. DISCUSSION AND POSSIBLE ACTION ON CLOSED SESSION ITEMS**

1. Discussion and possible action regarding Palestine Mall - Letter of Intent/Resolution R-7-24 declaring a project for the expenditure of funds for an economic development initiative.
2. Discussion and possible action regarding Sandra Vasquez d/b/a Warren's Barber Shop.

3. Discussion and possible action regarding Mollard Properties, Ltd., a Texas limited partnership.

J. **DIRECTOR'S REPORT**

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

K. **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, December 6, 2024, at 4:40 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 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](mailto:citysecretary@palestine-tx.org) or 903-731-8414.



Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Presentation regarding a Downtown Grant Application & Perf. Agreement with Sandra Vasquez d/b/a Warren's Barber Shop.

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**SUMMARY:**

Presentation regarding a Downtown Grant Application & Perf. Agreement with Sandra Vasquez d/b/a Warren's Barber Shop.

**RECOMMENDED ACTION:**

Staff recommends the board accept the presentation regarding a Downtown Grant Application & Perf. Agreement with Sandra Vasquez d/b/a Warren's Barber Shop.

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**Attachments**

Grant Application  
Performance Agreement

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

1. Applicant/Applicants name(s): Sandra Vasquez
2. Type of grant(s) being requested:  
☒ First Time Applicant  
☐ Recurring Applicant
3. Applicants contact Information.
  - a. Phone 903-729-2935 2935
  - b. Fax N/A
  - c. Email vasquez.sandra903@gmail
4. Physical address of property for which grant is being requested.  
307 West Oak St.
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 [cityofpalestinete.com](http://cityofpalestinete.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 Barber Shop Occupancy type upon project completion Barber Shop
14. Please provide the total square footage of the property: 2400 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: 1
17. Business name, if applicable Warren's Barber Shop
18. Mailing address 307 W. DAK St.  
Palestine, Tx. 75801

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.

2 chair barber shop - cutting men's  
hairstyles

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 1903

23. Number of employees, if applicable 2 Number of new employees, if applicable \_\_\_\_\_

24. Please provide a description of the proposed project:

New awning

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 5,550.<sup>00</sup>  
(Total possible funding per grant application is \$75,000 maximum)
27. Total projected cost of project 7,400.<sup>00</sup>
28. Estimated start date of project Jan 2025
29. Estimated completion date of project Jun 2025
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 120<sup>th</sup> 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 4 day of Nov, 2024

Applicant Sandra Vazquez Applicant \_\_\_\_\_

[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:

- ☐ No further municipal approvals
- ☐ Pre-Development Meeting - Recommended Date Scheduled \_\_\_\_\_
- ☐ Certificate of Appropriateness from HLC Date Received \_\_\_\_\_
- ☒ Historic Landmark Commission (HLC) Hearing Date Scheduled 11-19-24
- ☐ Sign Permit Application
- ☐ Main Street Advisory Board Review Date Scheduled \_\_\_\_\_
- ☐ Specific Use Permit Application
- ☐ Zoning Change Application
- ☐ Planning & Zoning Commission Hearing Date Scheduled \_\_\_\_\_
- ☐ City Council Meeting to Approve Specific Use Permit Date Scheduled \_\_\_\_\_
- ☐ Procedure for Commercial New Construction and Additions with Building Permit  
(Refer to checklist from Development Services for complete list of documents required)
- ☐ Procedure for Commercial Remodels and Repairs with Building Permit  
(Refer to checklist from Development Services for complete list of documents required)
- ☐ Multi-Trade Subcontractor Permit Application (electrical, plumbing, mechanical)
- ☐ Water and Sewer Tap Application
- ☐ Health Department Plan Review and Inspection
- ☐ Fire Inspection
- ☐ Public Works & Utilities Inspection
- ☐ Building Inspection
- ☐ Clean and Show Application
- ☐ Certificate of Occupancy Application

Approval of HPO or Interim Director of Development Services:

Cheryl Espy Date: 11-18-24

Approval of Mainstreet District Coordinator:

Mary Ann Adams Date: 11-14-2024

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



**Anderson County  
Mark Staples  
Anderson County  
Clerk**

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**Document Number:** 2024 - 2360

Real Property eRecording

GIFT DEED

**Recorded On:** April 29, 2024 10:15 AM

**Number of Pages:** 4

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**" Examined and Charged as Follows: "**

**Total Recording:** \$33.00

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\*\*\*\*\* **THIS PAGE IS PART OF THE INSTRUMENT** \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Document Number:** 2024 - 2360  
**Receipt Number:** 20240429000004  
**Recorded Date/Time:** April 29, 2024 10:15 AM  
**User:** Melissa H  
**Station:** ANCO\_WS467

**Record and Return To:**

ERECORDING PARTNERS NETWORK  
400 SECOND AVENUE SOUTH  
MINNEAPOLIS MN 55401



STATE OF TEXAS  
COUNTY OF ANDERSON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Anderson County, Texas.

Mark Staples  
Anderson County Clerk  
Anderson County, TX

*Mark Staples*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Gift Deed**

**Date:** April 26, 2024

**Grantor:** Sherrie Ann Howell

**Grantor's Mailing Address:** 180 PR 6107, Palestine, Texas 75801

**Grantee:** Sandra Vasquez

**Grantee's Mailing Address:** 307 W. Oak Street, Palestine, Texas 75801

**Consideration:** Grantors' love of, and affection for Grantee.

**Property (including any improvements):** Being all my undivided interest in that certain Lot 2, Block 140, of the Texas Land Company's Addition to the City of Palestine, Anderson County, Texas, as described in Exhibit "A" attached hereto and made a part hereof.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:** Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2024, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

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**Gift Deed**

**Date:** April 26, 2024

**Grantor:** Sherrie Ann Howell

**Grantor's Mailing Address:** 180 PR 6107, Palestine, Texas 75801

**Grantee:** Saundra Vasquez

**Grantee's Mailing Address:** 307 W. Oak Street, Palestine, Texas 75801

**Consideration:** Grantors' love of, and affection for Grantee.

**Property (including any improvements):** Being all my undivided interest in that certain Lot 2, Block 140, of the Texas Land Company's Addition to the City of Palestine, Anderson County, Texas, as described in Exhibit "A" attached hereto and made a part hereof.

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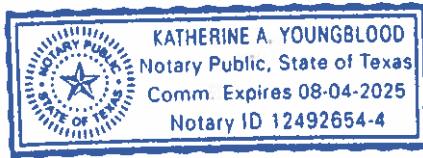
When the context requires, singular nouns and pronouns include the plural.

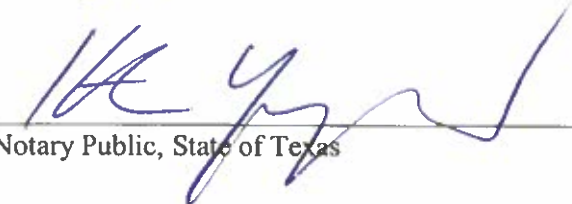
  
\_\_\_\_\_  
Sherrie Ann Howell

STATE OF TEXAS §

COUNTY OF ANDERSON §

This instrument was acknowledged before me on April 26, 2024, by Sherrie Ann Howell.



  
\_\_\_\_\_  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF  
AND AFTER RECORDING RETURN TO:  
Dear & Johnston Law Office  
919 N. Mallard St.  
Palestine, Texas 75801  
(903) 729-6597  
(903) 729-5522 fax

## Exhibit "A"

Property (including any improvements): Being Lot Number Two (2) in Block Number One Hundred Forty (140) of Texas Land Company's Addition (also called Railroad Addition) to the City of Palestine Anderson County, Texas, said lot beginning on Oak Street at the Southeast corner of Lot No. 1 in said Block, and 25 feet from an alley running between Block 140 and Block 50;

THENCE running North with east line of Lot No. 1 and parallel with said alley one hundred feet

THENCE Eastwardly parallel with Oak Street twenty-five (25) feet to the Northwest corner of Lot No. Three (3) in said Block No. 140.

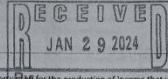
THENCE Southwardly with the West line of Lot No. Three (3) one hundred (100) feet to Street;

THENCE Westwardly with Oak Street twenty-five (25) feet to the place of beginning, and being the same property described in deed dated October 29, 1943, from Mrs. Bessie Parsons to Edwin Kinnebrew and Ed Kendrick as shown of record in Volume 331, page 315 of the Deed Records of Anderson County, Texas, together with all improvements thereon.

# Business Personal Property Rendition of Taxable Property

Form 50-144

CONFIDENTIAL



2024

Tax Year

834652

Appraisal District Account Number (if known)

Anderson County Appraisal District

Appraisal District Name

GENERAL INFORMATION: This form is to render tangible personal property for the production of income that you own or manage and control as a fiduciary on Jan. 1 of this year (Tax Code Section 22.01).

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the appraisal district office in the county in which the property is taxable. Do not file this document with the Texas Comptroller of Public Accounts.

## SECTION 1: Business and Situs Information (Required)

WARREN'S BARBER SHOP

Business Name

Business Owner

Saundra Vasquez

307 W OAK, PALESTINE, TX 75801

Property Location Address, City, State, ZIP Code

vasauez2saundra903@gmail.com

Email Address

903-729-2935

Phone (area code and number)

Ownership Type (optional): ☒ Individual ☐ Corporation ☐ Partnership ☐ Other:

## SECTION 2: Representation

Please indicate if you are filing out this form as: ☒ Owner, employee, or employee of an affiliated entity of the owner ☐ Authorized Agent ☐ Fiduciary ☐ Secured Party

Saundra Vasquez

Name of Owner, Authorized Agent, Fiduciary or Secured Party

307 W Oak St. Palestine, TX 75801

Mailing Address, City, State, ZIP Code

903-729-2935

Phone (area code and number)

Are you a secured party with a security interest in the property subject to this rendition and with a historical cost new of more than \$50,000 as defined by Tax Code Section 22.01(c-1) and (c-2)?

☐ Yes ☒ No

If yes, attach a document signed by the property owner indicating consent to file the rendition. Without the authorization, the rendition is not valid and cannot be processed.

## SECTION 3: Affirmation of Prior Year Rendition (Check only if applicable and your assets were exactly the same as last year's rendition form.)

☒ By checking this box, I affirm that the information contained in the most recent rendition statement filed in 2023 continues to be complete and accurate for the current tax year. (Prior tax year)

## SECTION 4: Business Information (Optional)

Please address all that apply:

Business type: ☐ Manufacturing ☐ Wholesale ☐ Retail ☒ Service ☐ New Business

Barber Shop

Business Description

Square Feet Occupied

Business Sold Date

Business Start Date at Location

Sales Tax Permit Number

New Owner

Business Moved Date

New Location

City, State, ZIP Code

Business Closed Date

Did assets remain in place as of Jan. 1?

☐ Yes ☐ No

## SECTION 5: Market Value

Check the total market value of your property: ☒ Under \$20,000 ☐ \$20,000 or more

If under \$20,000, complete only Schedule A and if applicable, Schedule F. Otherwise, complete Schedule(s) B, C, D, E and/or F, as applicable.



2024-R-P-834652

Form developed by Texas Comptroller of Public Accounts, Property Tax Assistance Division

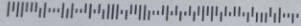
For additional copies, visit: [comptroller.texas.gov/taxes/property-tax](http://comptroller.texas.gov/taxes/property-tax)  
50-144 • 09-23/27



Margie H. Grissom, TAC  
Anderson County Tax Office  
703 N. Mallard St., STE 104  
P.O. Box 1990  
Palestine TX 75802-1990  
(903) 723-7423

## 2023 Tax Statement

P834652  
1182117\*\*G50\*\*0.382\*\*1/2\*\*AUT05-DIGIT 75801  
WARRENS BARBER SHOP %VASQUEZ LYNN SANDRA  
307 W OAK ST  
PALESTINE TX 75801-2711



Date	QuickRef ID
11/7/2023	P834652
CAD ID	Owner ID
	00129706
Property Description	
BUSINESS PERSONAL PROPERTY 7241 - BARBER SHOP	
Property Location	
307 W OAK PALESTINE	

Property ID: P0834652

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED,  
AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS  
DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD  
CONTACT THE APPRAISAL DISTRICT REGARDING ANY  
ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE  
PAYMENT OF THESE TAXES.

Property Values	
Land	0
Improvement	4,012
AG Market	0
AG Use	0
Timber Marke	0
Timber Use	0
Cap Adjustment	0
Assessed	4,012

2023 TAX YEAR BREAKDOWN						
Taxing Unit	Tax Rate	Exemption	Taxable	Freeze Amt	Year	Tax Amount
City Of Palestine	0.5942850	0	4,012			23.84
County Tax	0.4697000	0	4,012			18.85
TVCC - Palestine	0.0430200	0	4,012			1.73
FMFC	0.0131930	0	4,012			0.53
Palestine ISD	1.0937000	0	4,012			43.88

Pay by	%	P&I	Total Due
Feb	7%	6.22	95.05
Mar	9%	7.99	96.82
Apr	11%	9.78	98.59
May	13%	11.55	100.38
Jun	15%	13.33	102.16
Jul	18%/20%*	36.83	125.66
Aug	19%/20%*	37.94	128.77

TOTAL DUE IF PAID BY  
JANUARY 31, 2024 88.83



FAX (903) 597-4167

**GLENWOOD BLIND & AWNING**

Finishing Your Masterpiece

P.O. Box 131206

Tyler, Texas 75713

(903) 597-2088

**PROPOSAL**

No. \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_ Pages

<b>PROPOSAL SUBMITTED TO</b>	DATE: 10-31-2024 TIME: 1:30pm
NAME: Sandra Vasquez	JOB NAME: Warren's Barber Shop
STREET: 8	ADDRESS: 307 W. Oak St.
STATE, ZIP:	Palestine, TX 75801
PHONE: 903-391-3225	JOB PHONE:

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: Metal awning

Remove existing Awning on Front of Building and haul away. Install Metal Siding on wood wall and Install 5' x 19' 6" Bronze Aluminum Flat Pan overhead Support Canopy on Front of Store \$ 7400.00

We hereby propose to furnish labor and materials – complete in accordance with the above specifications – for the sum of

dollars (\$ \_\_\_\_\_)  
 with payment to be made as follows: 50 percent Downpayment 3700.00  
 50 percent Upon Completion 3700.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature: **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. If a 50% down payment is required, it will be NONREFUNDABLE. If paid with a credit card a 3.5% fee will be added to total.

Accepted:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

NOTE: This Proposal may be withdrawn by us if not accepted within 30 days.

# Handy Andy Handyman Services

1025 S Magnolia St  
Palestine, TX 75801  
(903) 922-2857  
handy.andy.handyman.etx@gmail.com

## QUOTE

11/5/2024

Invoice for

Invoice # 2071

Warrens Barber Shop  
307 West Oak St  
Palestine TX 75801

Description	Qty	Unit price	Total price
Demo 22ft Awning w/ Labor and disposal	1	\$1,750.00	\$1,750.00
Install Labor	1	\$1,500.00	\$1,500.00
Materials	1	\$6,750.00	\$6,750.00
			\$0.00
			\$0.00
			\$0.00

Notes:

22ft x 5ft Black awning with bronze accessories

Subtotal **\$10,000.00**

Adjustments \$0.00

**\$10,000.00**

Quote is valid for 14 days after the printed date  
Any changes must be made in writing  
All jobs require a 50% deposit, unless previous written agreements were made, before the start of any work

## **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 Saundra Vasquez, sole proprietor d/b/a Warren's Barber Shop ("APPLICANT"), whose current address is 307 W. Oak Street 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**, according to the GRANT PROGRAM approved by the City and in accordance with Texas Local Government Code Section 505.158, 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;

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

**WHEREAS**, the APPLICANT plans to make real property capital investments of **Seven Thousand Four Hundred Dollars and No Cents (\$7,400.00)** for the purpose of removing the existing awning and constructing a new overhead canopy on the façade at the business property of Warren's Barber Shop, that being 307 W. Oak Street Palestine, Texas 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 has approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Five Thousand Five Hundred Fifty Dollars and No Cents (\$5,500.00) ("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 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 PEDC Board of Directors.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before September 10, 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 307 W. Oak Street, Palestine, Texas 75801, is sold, utilized, or conveyed for a purpose not originally intended by the GRANT APPLICATION within one (1) 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.

**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 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. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the PEDC 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 (1) 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):**  
Warren's Barber Shop

By \_\_\_\_\_ Date \_\_\_\_\_  
**Saundra Vasquez, Sole Proprietor**

**For the PEDC:**  
Palestine Economic Development Corporation

By \_\_\_\_\_ Date \_\_\_\_\_  
**Dan Bochsler, Board President**



Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Mollard Properties, Ltd., a Texas limited partnership.

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**SUMMARY:**

Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Mollard Properties, Ltd., a Texas limited partnership.

**RECOMMENDED ACTION:**

Staff recommends the board discuss and take possible action regarding a Downtown Grant Application & Perf. Agreement with Mollard Properties, Ltd., a Texas limited partnership.

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**Attachments**

Grant Application  
Performance Agreement

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

1. Applicant/Applicants name(s): Mollard Properties, Ltd.
2. Type of grant(s) being requested:  
☐ First Time Applicant  
☒ Recurring Applicant
3. Applicants contact Information.
  - a. Phone 903-391-1002
  - b. Fax
  - c. Email Jeanmoll@aol.com
4. Physical address of property for which grant is being requested.  
400 N. Queen St.
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 [cityofpalestinetxt.com](http://cityofpalestinetxt.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 Comm. Occupancy type upon project completion same
14. Please provide the total square footage of the property: 47,500 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: 47,500 sq ft

Residential:                      sq ft

16. No. of Stories: 6
17. Business name, if applicable The Redlands Hotel
18. Mailing address 400 N. Queen St, Suite 101

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.

Lease and rental of commercial space: hotel suites,  
offices, shops, service offices, restaurant,  
\_\_\_\_\_  
\_\_\_\_\_

21. Is this property owned or leased by Applicant? owned

☒ 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 1976

23. Number of employees, if applicable 7 Number of new employees, if applicable \_\_\_\_\_

24. Please provide a description of the proposed project:

Maintenance painting of exterior (not  
brick). All areas included have been  
painted in the past,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 40,109.  
(Total possible funding per grant application is \$75,000 maximum)
27. Total projected cost of project 53,479
28. Estimated start date of project May 1, 2025
29. Estimated completion date of project June 15, 2025 \* - weather dependent
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 120<sup>th</sup> 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 18<sup>th</sup> day of November, 2024

Applicant

Mary Jean Holland Applicant

[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:

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

Approval of HPO or Interim Director of Development Services:

Cheryl Espinoza Date: 11-21-24

Approval of Mainstreet District Coordinator:

Mary Ann Adams Date: 11-21-2024

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

# Hattaway Paint and Drywall, Llc

1027 Horsecreek Road, Crowley, Texas 76036

Phone: 817.217.0801

Email: [bruce@hattawaypaint.com](mailto:bruce@hattawaypaint.com)

Bid 1	
Proposal No.	1525
Date	10/6/2024

## Proposal Submitted To:

Name	Mrs. Jean Mollard
Address	
Phone No.	

## Work To Be Performed At:

Address:	400 N. Queen Street
	Palestine, Texas 75801
Date Of Plans:	
Architect:	

We hereby propose to furnish the materials and perform the labor necessary for the completion of;

1- Power wash and 2 coat repaint with Sherwin Williams Loxon Self Cleaning Acrylic Coating to upper and lower bands, front and side entries including columns, ceilings and doors, 3 side of elevator shaft on roof. Remove and install bird mesh @ corbals. Price to include lift rental, lodging and per diem.

Total- \$ 46,675.00

## Alternates-

1- Apply ospho and 2 coat rust inhibitive enamel to flashing above blue canopy. - \$ 1250.00  
2- Power wash and 2 coat repaint to window ledge. - \$ 4200.00

NO TAX.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and the specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of;

with payments to be made as follows: \_\_\_\_\_ Dollars \_\_\_\_\_  
upon completion

Respectfully Submitted

Bruce Hattaway

Any attention or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents, or delays beyond our control.

Per Hattaway Paint and Drywall

Note - This proposal may be withdrawn by us if not accepted within 30 days

## 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 \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# PROPOSAL

Hattaway Paint and Drywall, LLC.

Phone: 817.217.0801

Email: [bruce@hattawaypaint.com](mailto:bruce@hattawaypaint.com)

Add-on  
Bid 2

Proposal No.	1531
Date	11/14/2024

Proposal Submitted To:

Name	Mrs. Jean Mollard
Address	
Phone No.	

Work To Be Performed At:

Address:	400 N. Queen Street
	Palestine, Texas
Date Of Plans:	
Architect:	

We hereby propose to furnish the materials and perform the labor necessary for the completion of;

Redlands Hotel

~~1- Power wash, spot prime and spot caulk as needed. Minor wood repair on 2 - 1st floor window frames.~~

~~Sand and apply 2 coats Sherwin Williams Pro Industrial waterbased Alkyd Urethane to all window frames.~~

~~Sheen and color TBD. Lift, lodging and per diem included. \$ 59,425.00~~

Alternates-

1- Prep and 2 coat paint to railing @ courtyard balcony w/ Sherwin Williams Pro Industrial waterbased

Alkyd Urethane. Sheen and color TBD.- \$ 600.00

2- Prep and 2 coat paint to backside of elevator shaft w/ Sherwin Williams Superpaint. Sheen and color

TBD. - \$ 750.00

NO TAX included.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and the specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of;

with payments to be made as follows: \_\_\_\_\_ Dollars \_\_\_\_\_  
upon completion

Respectfully Submitted

Bruce Hattaway

Any attention or deviation from above specifications

Per

Hattaway Paint and Drywall

involving extra costs will be executed only upon written order,

and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents, or delays beyond our control.

Note - This proposal may be

withdrawn by us if not accepted

within 30 days

## 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

Signature

\$1350

Added  
to  
Application

Add on to previous bid

ROBERTS CUSTOM PAINTING  
729 ACR 4441  
PALESTINE, TX 75803  
OFFICE 903-724-0393 CELL 903-922-1668  
[www.robertscustompaintingtexas.com](http://www.robertscustompaintingtexas.com)

11/4/24  
Estimate For:  
Jean Mollard

Redlands Building:

Pressure wash the cornicing on the south and west sides of the building, south and west side entries and ceilings, columns, the base of the building, downspouts, elevator shaft on roof and concrete window ledges on the second and third floor

Apply two coats of Sherwin Williams' elastomeric paint to the cornicing on the south and west sides of the building, south and west side entries and ceilings, columns, the base of the building, downspouts, elevator shaft on roof and concrete window ledges on the second and third floor.

Apply Ospho to the rusty flashing above the blue canopy and apply two coats of rust preventive/inhibitive paint

Remove and install new bird mesh on the corbels on the south and west sides of the building

Estimate:  
\$32,275.00  
Includes materials and lift rental

This should be  
Sherwin Williams Lox-On  
Acrylic Coating - more  
expensive,

Did not return phone call for  
add'l information

Form **1065**Department of the Treasury  
Internal Revenue Service**U.S. Return of Partnership Income**

OMB No. 1545-0123

For calendar year 2023, or tax year beginning \_\_\_\_\_, 2023, ending \_\_\_\_\_, 20\_\_\_\_.

Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for instructions and the latest information.**2023**

<b>A</b> Principal business activity	Name of partnership	<b>D</b> Employer identification number
RENTAL	MOLLARD PROPERTIES, LTD.	20-2029025
<b>B</b> Principal product or service	Number, street, and room or suite no. If a P.O. box, see instructions.	<b>E</b> Date business started
REAL ESTATE	400 N. QUEEN ST.	11/23/2004
<b>C</b> Business code number	City, state, and ZIP code	



**11/18/2024 --**

**Mollard Properties, Ltd  
400 N Queen,  
Palestine, Tx 75801**

**Application to Palestine Economic Development Corporation Downtown Grant Program. 11/6/2024  
from Mollard Properties Ltd**

**Description of the proposed project: Exterior Painting of the Redlands Hotel mortar and metal.(6 stories)**

Paint the tan mortar bands at the base and top of the Redlands building on 3 sides using the appropriate paint. Prep work will be done to repair cracks.

Front and side entries including columns, ceilings on porticos and doors. The gutter drain pipes on 3 sides will be painted the same color. Our requirements are that there is no over paint on brick or sidewalks.

The metal cornice at top of building will be painted also. Any metal repair work necessary will be done.

Replace the bird mesh on the metal corbels. (Approximately 5 ft. tall).

Paint three sides of the elevator shaft which sits on top of the building.

The rusted flashing at top edge of the roof above the canopy which protects the metal cornice will have Ospho treatment and a 2 coat rust inhibitive enamel applied.

The windows with mortar sills will be power washed and painted with 2 coats of paint. Many of the sills are made of stone. But the ones which are mortar need maintenance., not the stone ones. There are a total 82 windows needing this maintenance. In the photos, you can identify these on the large photo as the ones which show NO stone sill at the bottom of the window – about ½ of them.

Also, 1) Prep and 2 coat paint to railing @courtyard balcony w/Sherwin Williams Pro Industrial waterbased Alkyd Urethane Sheen and color TBD,

2) Prep and 2 coat paint to backside of elevator shaft w/Sherwin Williams Superpaint. Sheen and color TBD. Three story ladder access.

This work is mostly hand painted from a lift and will take approximately 4 weeks during good weather. The best time to do this type of work is May with no rain. They plan no work during winter. Estimated time of work is May for 4 weeks construction time.

Specialty paint from Sherwin Williams, Loxon Self Cleaning Acrylic Coating will be applied after consultation with specialist from Sherwin Williams. Paint color will be similar to current paint to match the limestone window sills and the crowns at the top of the building.

This is specialty work on a historic building which requires a company with experience. The company we are proposing is Hattaway Paint and Drywall. They specialize in churches and historic buildings such as ours. The contractors available today which do this detail work on historic materials are disappearing. I respect and this contractor due to his historic restoration background and ability to handle the various types of mortar.

Firm #1: Hattaway Paint and Drywall, LLC, is from Crowley requiring overnight stay and per diem for his team of workers for 4 weeks. \$52,125 Some of this can be offset with overnight stays in our building if they agree. Four weeks of dry weather. Mr. Hattaway has assured us he will repair or include caulking or any mild discoveries as he does the work. 4 + weeks work

Firm #2: Roberts Custom Painting, Palestine, has also bid on the project. They have a three week turnaround. Price is \$32,275. Since it is a local company it does not have lodging and per diem added to the contract. 3 weeks work.

General Liability for \$2 million is required by Redlands.

**Cost:**

Proposal #1: Hattaway Paint & Drywall, 1027 Horse Creek Rd, Crowley, TX 76036 \$52,125

Add on: Railing and Elevator Shaft Painting \$1,350

Proposal #2: Roberts Custom Painting, 729 ACR 441 Palestine, TX 75803 \$32,275

(This contractor has not returned call to update type of paint and addons )



Note this shows the beige paint on base, metal cornice at top, porches and columns and window sills that need paint protection. This is Oak St side. Queen St side has similar amount of work and the Crawford side has smaller base but about 30 windows.

Photos:







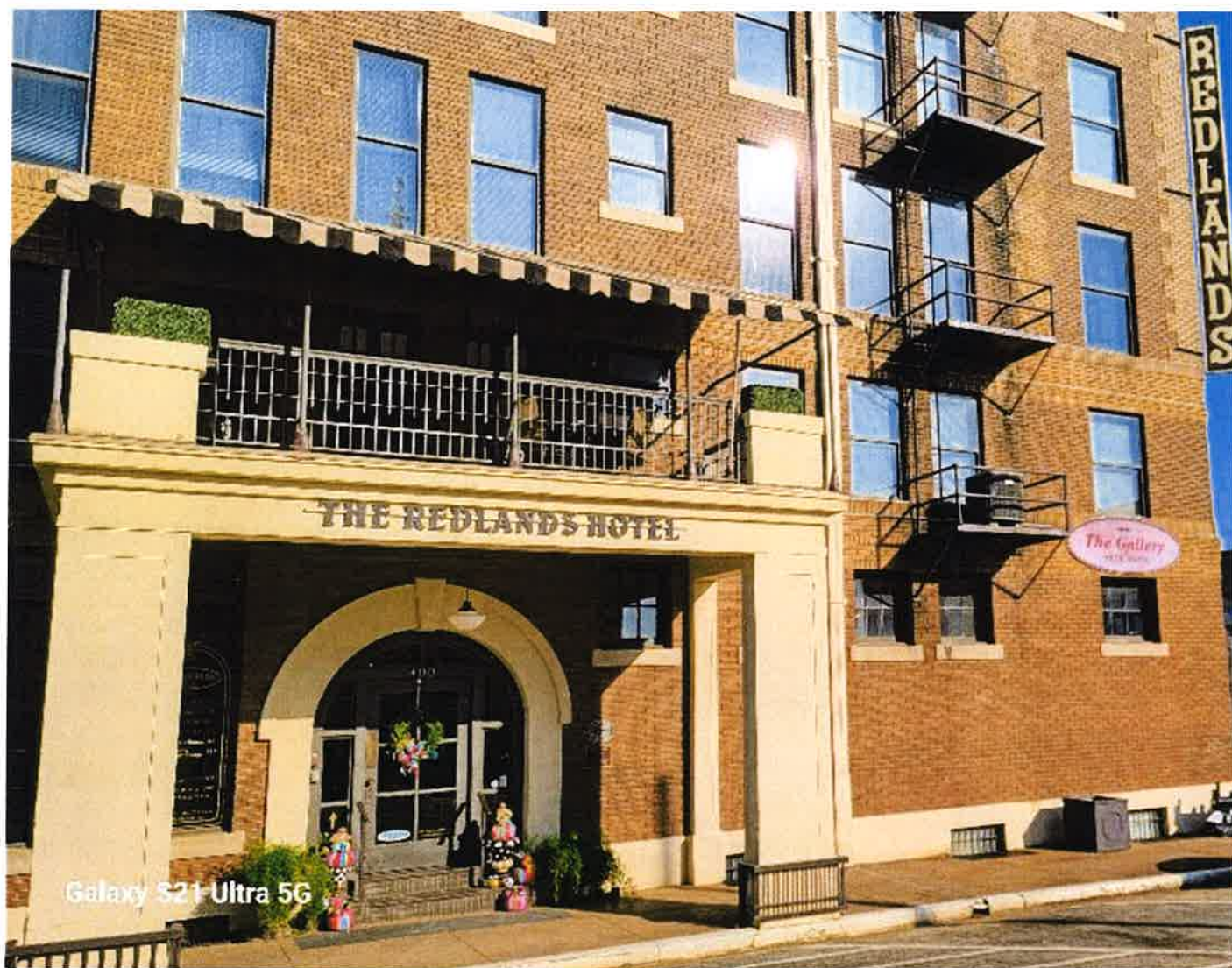
Note some windows have a stone sill about 6" below bottom of window. Those will not be painted...leaving about 86 of the ones without the stone sill to be caulked & painted on the mortar sill.





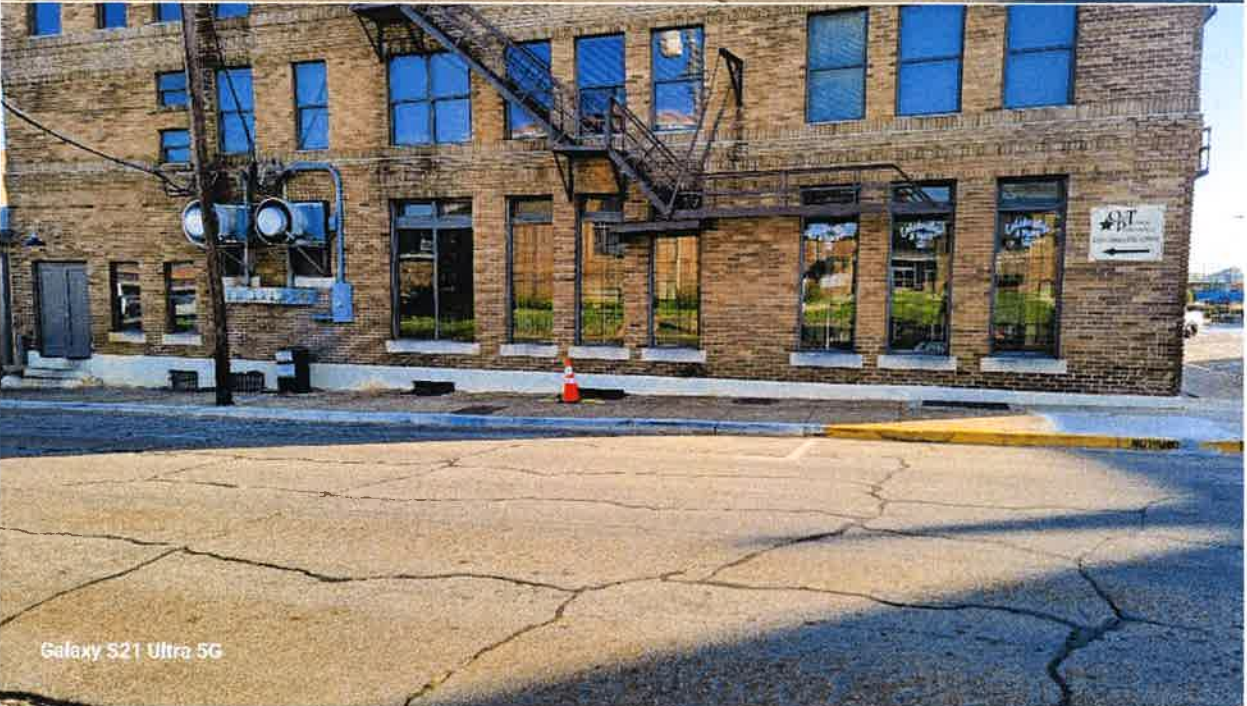
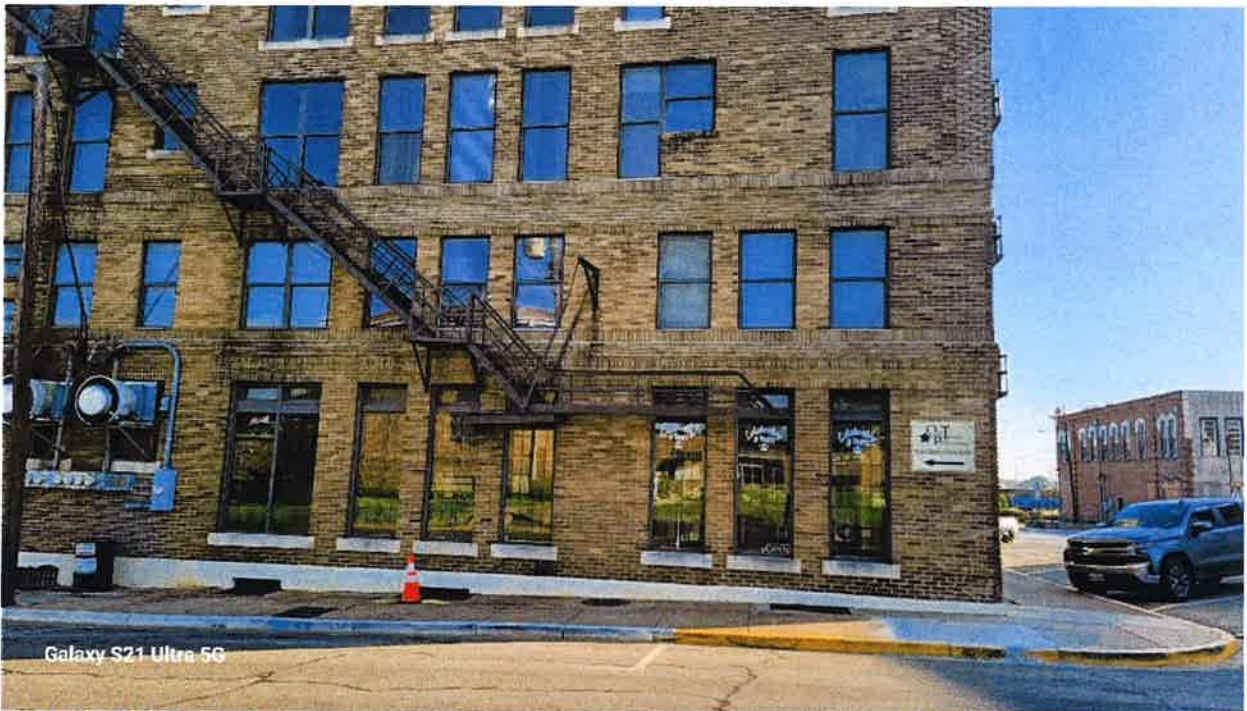








Galaxy S21 Ultra 5G



Crawford St side has lots of window sills but less base at the bottom of the building.



The railing on the third floor and the fourth side of the elevator housing both need painting.

The Elevator housing is three floors from the courtyard ( must be reached by ladder). No scaffolding, lifts can access this.

## **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 Mollard Properties, LTD ("APPLICANT"), whose current address is 400 N Queen St, Palestine, Texas 75801.

### **RECITALS**

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

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

**WHEREAS**, the APPLICANT submitted its Application dated November 21, 2024 for a Downtown Grant ("APPLICATION"); and

**WHEREAS**, the APPLICANT plans to make real property capital investments of **Fifty-Three Thousand Four Hundred Seventy-Five Dollars and No Cents (\$53,475.00)** for the purpose of power washing & repainting bands, entries, window ledges, flashing, balcony railing, and elevator shaft at the business property of The Redlands Hotel, that being 400 N. Queen 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 **Forty Thousand One Hundred Six Dollars and Twenty-Five Cents (\$40,106.25) ("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 October 13, 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 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.

2.2. 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.

2.3. 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.

2.4. 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 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 400 N. Queen St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION

**Commented [HC1]:** What is the intention of this provision?

**Commented [CT2R1]:** This was language from a template that a former attorney produced. From reading it, I assume they wanted to make it explicit that the improvements rendered would benefit the city tax base.

**Commented [HC3R1]:** Funny how one word can make such a difference. Let me know if this reads better to you.

**Commented [CT4R1]:** This works for me.

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.

Commented [HC5]: This is redundant.

Commented [CT6R5]: Removed.

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):**  
Mollard Properties, LTD

By \_\_\_\_\_ Date \_\_\_\_\_  
**Jean Mollard, Owner**

**For the PEDC:**  
Palestine Economic Development Corporation

By \_\_\_\_\_ Date \_\_\_\_\_  
**Dan Bochsler, Board President**

**APPROVED:**  
City of Palestine, Texas

By \_\_\_\_\_ Date \_\_\_\_\_  
**Mitchell Jordan, Mayor**

**Commented [HC7]:** This agreement does not include a term at all. Let's talk about when the PEDC wants this to end.

**Commented [CT8R7]:** This language is consistent with the approved guidelines for the program. Feel free to tweak as needed.

**Commented [HC9R7]:** This is perfect.



Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Discussion and possible action regarding the Downtown Grant Performance Agreement with Kevin Fuhr d/b/a The Historic Palestine Event Center.

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**SUMMARY:**

Discussion and possible action regarding the Downtown Grant Performance Agreement with Kevin Fuhr d/b/a The Historic Palestine Event Center.

**RECOMMENDED ACTION:**

Staff recommends the board approve the final payment to Kevin Fuhr d/b/a The Historic Palestine Event Center for work completed under their Grant Performance Agreement.

---

**Attachments**

Final Invoice/Photos



## Quality Cool Air, Inc

Historic Palestine Event Center  
205 W Crawford St  
Palestine, TX 75801

☎ (903) 922-2605  
✉ krf572@gmail.com

JOB	#103562
PAYMENT TERMS	Upon receipt
DUE DATE	Nov 19, 2024
AMOUNT DUE	<b>\$0.00</b>

### CONTACT US

2214 W Reagan St  
Palestine, TX 75801

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

## INVOICE

### Segment #1 - Jul 31, 2024

Services	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.	\$0.00
Ductless mini split system installation Mitsubishi 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.	\$6,000.00
Dual zone ductless mini split system Mitsubishi dual zone 42k btu ductless mini split system with WiFi controls	\$9,000.00
Spiral ductwork	\$0.00
<b>Segment #1 subtotal</b>	<b>\$15,000.00</b>

### trim out - Oct 08, 2024

Services	amount
Fredrich 5T 20 SEER2 conventional heat pump system equipment only	\$10,000.00
<b>trim out subtotal</b>	<b>\$10,000.00</b>

### segment #3 - Oct 21, 2024

Services	amount
Spiral ductwork	\$19,500.00

segment #3 subtotal	\$19,500.00
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Subtotal	\$44,500.00
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Job Total	\$44,500.00
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Amount Due	\$0.00
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Payment History

Sep 10	Tue 12:22pm	Credit Card	\$15,000.00
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Sep 15	Sun 1:56pm	Credit Card	\$10,000.00
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Nov 13	Wed 7:42am	Credit Card	\$19,500.00
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			\$44,500.00
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See our [Terms & Conditions](#)





Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Consider approval of the PEDC Minutes from November 12, 2024.

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**SUMMARY:**

Consider approval of the PEDC Minutes from November 12, 2024.

**RECOMMENDED ACTION:**

Staff recommends approval of the PEDC Minutes from November 12, 2024.

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**Attachments**

PEDC Minutes 11.12.24

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, November 12, 2024, at 10:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: President Dan Bochsler; Secretary/Treasurer Charles Drane; Directors: Veer Patel, Firouz Haghighi, and Joseph Thompson.

Staff present: PEDC Director Christophe Trahan and Administrative Assistant Lisa Bowman.

Others Present: City Finance Director Andrew Sibai, Kathryn Young with Young Business Investments, LLC. (Via Zoom), Kim Cole with K & D Cole Family Partnership, LP., Cecil Staples, Van Howard with Meals on Wheels of Palestine, Inc., and Austin Stitt & Kane Young with Multiview, Inc. (Via Zoom).

**A. CALL TO ORDER**

With a quorum present, 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**

There were none.

**F. DISCUSSION AND ACTION ITEMS**

1. Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Young Business Investments, LLC.

Linda Dickens entered the Board Meeting at 10:04 a.m.

Kathryn Young, owner of Young Business Investments, LLC., presented to the board her Downtown Grant Application requesting funds to assist with the cost of replacing the building's roof of the business located at 302 E. Crawford Street.

2. Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Cecil Staples.

Cecil Staples presented to the board his Downtown Grant Application requesting funds to assist with the cost of interior/roof repairs and the replacement of the HVAC unit/windows of the business located at 421 Avenue A.

3. Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with K & D Cole Family Partnership, LP.

Kim Cole, owner of K & D Cole Family Partnership, LP., presented to the board her Downtown Grant Application requesting funds to assist with the cost of fencing, cement flatwork, and parking lot paving of the business located at 100 Avenue A.

4. Discussion and possible action regarding a Community Development Grant Application with Meals on Wheels of Palestine, Inc.

Ruby Taylor with Meals on Wheels of Palestine, Inc. entered the board meeting at 10:30 a.m.

Van Howard, the Director of Parks & Recreation for the City of Palestine, delivered a presentation to the PEDC Board seeking financial support through PEDC's Community Development Grant in the amount of \$75,000. The proposed project aims to undertake the expansion/new development of their outdoor space located at 200 N. Church St.

5. Consider approval of PEDC Minutes from October 8, 2024.

Motion by Director Dickens, seconded by Director Patel to approve the item as presented. Upon vote, the motion carried unanimously 5-0. (abstained: Director Joseph Thompson)

6. Consider approval of the October 2024 Financial Report.

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

7. Consideration and possible action regarding Marketing Services for digital advertising.

The board heard from Austin Stitt & Kane Young from Multiview, Inc. regarding a proposal for PEDC to utilize their digital marketing services.

Motion by Director Haghighi, seconded by Director Dickens for PEDC to accept the proposal of services from Multiview, Inc. for an annual cost of \$18,000. Upon vote, the motion carried unanimously 6-0.

8. Consideration and possible action regarding an amendment of the Perf. Agreement for Mabrico Phil Johnson d/b/a Dogwood Embroidery.

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

9. Consideration and possible action regarding an Easement Agreement between PEDC and Stewart & Jane Kenderdine.

Motion by Director Thompson, seconded by Director Dickens to approve the item as presented.

Director Thompson requested that the quarterly maintenance requirement be removed from the agreement. Staff will update the agreement and present it to the board at the December 2024 meeting.

After discussion, President Bochsler declared that due to no vote, the motion died.

NO ACTION TAKEN

### **G. DIRECTOR'S REPORT**

1. Review monthly Director's Report.

- Assisting Sanderson Farms with obtaining a Nominating Resolution from City Council.
- Retail Secor Data for Local Sales & Use Tax.
- Texas Labor Market Information Data – Regional Unemployment Comparison

2. Review monthly Marketing Analyst Report.

- Spotlight article with Trade & Industry
- Test/Quality-of-Life footage to be featured on EDC Website.
- Q3 Analytics

### **H. CLOSED SESSION**

President Bochsler announced the board will go into closed session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 12:17 p.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 negotiation.

- a.) Young Business Investments, LLC.
- b.) Cecil Staples
- c.) K&D Cole Family Partnership, LP.
- d.) Meals on Wheels of Palestine, Inc.

### **I. RECONVENE IN REGULAR SESSION**

President Bochsler reconvened the Board Meeting into Open Session at 1:21 p.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 negotiation.

Take any action regarding:

a.) Young Business Investments, LLC.

Motion by Secretary/Treasurer Drane, seconded by Director Dickens to approve the Downtown Grant application and Performance Agreement for Young Business Investments, LLC. in the amount of \$10,943.05. Upon vote, the motion carried unanimously 6-0.

b.) Cecil Staples

Motion by Director Thompson, seconded by Director Dickens to approve the Downtown Grant application and Performance Agreement for Cecil Staples in the amount of \$60,462.65. Upon vote, the motion carried 4-2.

c.) K&D Cole Family Partnership, LP.

Motion by Director Thompson, seconded by Director Dickens to approve the Downtown Grant application and Performance Agreement for K&D Cole Family Partnership, LP. in the amount of \$55,650. Upon vote, the motion carried 5-1.

d.) Meals on Wheels of Palestine, Inc. – NO ACTION TAKEN.

**J. ADJOURN**

With no other business to come before the Board, President Bochsler adjourned the meeting at 1:27 p.m.

PASSED AND APPROVED THIS 10th DAY OF December 2024.

ATTEST:

\_\_\_\_\_  
Dan Bochsler, President

\_\_\_\_\_  
Lisa Bowman, Administrative Assistant



Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Consider approval of the November 2024 Financial Report.

---

**SUMMARY:**

Consider approval of the November 2024 Financial Report.

**RECOMMENDED ACTION:**

Staff recommends approval of the November 2024 Financial Report.

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**Attachments**

November Financial Report



Palestine Economic Development Corporation  
Financial Statement  
As of November 30, 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		\$ 3,986,395		\$ 3,896,395			\$ 2,611,873	
REVENUE								
41013	PEDC SALES TAX	1,325,055	88,776	88,776	6.7%	1,236,279	1,369,277	(1,280,501)
41609	RENT - SUITE B	36,000	3,000	3,000	8.3%	33,000	3,000	-
41610	RENT - RESULTS CO	-	-	-	0.0%	-	215,444	(215,444)
41807	ETEX FIBER RECAPTURE	400,000	-	-	0.0%	400,000	376,580	(376,580)
41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
41901	INTEREST REVENUE	65,000	12,087	12,087	18.6%	52,913	77,037	(64,950)
41932	TAH LOAN PYMT	34,064	2,839	2,839	8.3%	31,225	6,679	(3,841)
41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		1,860,119	106,702	106,702	5.7%	1,753,417	2,048,017	(1,941,315)
EXPENSE								
PERSONNEL								
51010	SALARIES & WAGES	175,555	12,759	12,759	7.3%	162,796	103,781	(91,022)
51030	LONGEVITY	288	11	11	3.8%	277	141	(130)
51036	CELL PHONE ALLOWANCE	600	23	23	3.8%	578	498	(476)
51040	SOCIAL SECURITY	13,817	977	977	7.1%	12,840	8,062	(7,085)
51050	HEALTH INSURANCE	24,943	3,014	3,014	12.1%	21,929	11,912	(8,898)
51061	WORKER'S COMPENSATION	708	52	52	7.4%	655	178	(126)
51070	RETIREMENT	26,124	1,854	1,854	7.1%	24,270	14,778	(12,924)
*** EXPENSE CATEGORY TOTALS ***		242,034	18,689	18,689	7.7%	223,345	139,351	(120,662)
SUPPLIES AND MATERIALS								
52010	OFFICE SUPPLIES/EQUIPMENT	4,100	-	-	0.0%	4,100	1,903	(1,903)
52020	POSTAGE	300	-	-	0.0%	300	-	-
52091	FURNITURE & OFFICE EQUIPMENT	2,500	-	-	0.0%	2,500	829	(829)
*** EXPENSE CATEGORY TOTALS ***		6,900	-	-	0.0%	6,900	1,903	(1,903)
PROF/CONTRACTUAL SERV								
53010	LEGAL SERVICES	55,000	-	-	0.0%	55,000	54,626	(54,626)
53020	AUDIT & ACCOUNTING SERVICES	5,000	742	742	14.8%	4,258	4,243	(3,501)
53030	PROFESSIONAL SERVICES	45,000	-	-	0.0%	45,000	8,990	(8,990)
53031	CONSULTANT SERVICES	20,000	-	-	0.0%	20,000	3,205	(3,205)
53090	IT SUPPORT	1,897	-	-	0.0%	1,897	1,854	(1,854)
53095	SOFTWARE MAINTENANCE	833	-	-	0.0%	833	734	(734)
53150	MARKETING SERVICES	75,000	1,200	1,200	1.6%	73,800	15,000	(13,800)
53311	PRINTER/COPIER LEASE	3,500	-	-	0.0%	3,500	-	-
53500	LEGAL NOTICES	3,000	-	-	0.0%	3,000	2,358	(2,358)
53509	MEMBERSHIPS & SUBSCRIPTIONS	22,250	3,998	3,998	18.0%	18,253	9,237	(5,239)
53510	TRAVEL AND TRAINING	10,000	-	-	0.0%	10,000	2,963	(2,963)
53512	PRINTING SERVICES	-	-	-	0.0%	-	3,301	(3,301)
53514	TML INSURANCE	13,000	-	-	0.0%	13,000	8,377	(8,377)



Palestine Economic Development Corporation  
Financial Statement  
As of November 30, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
53515	INSURANCE AND BONDS	1,100	-	-	0.0%	1,100	-	-
53520	JANITORIAL SERVICES	4,100	-	-	0.0%	4,100	4,540	(4,540)
53617	PROJECTS SUPPORT GRANTS	300,000	-	-	0.0%	300,000	-	-
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	250,000	-	-	0.0%	250,000	3,838	(3,838)
*** EXPENSE CATEGORY TOTALS ***		<u>909,680</u>	<u>5,940</u>	<u>5,940</u>	<u>0.7%</u>	<u>903,740</u>	<u>133,266</u>	<u>(127,327)</u>
MAINTENANCE & REPAIR								
54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	-	-	0.0%	100,000	79,927	(79,927)
*** EXPENSE CATEGORY TOTALS ***		<u>100,000</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>100,000</u>	<u>79,927</u>	<u>(79,927)</u>
UTILITIES								
54500	UTILITIES - ELECTRIC	78,000	390	390	0.5%	77,610	8,394	(8,004)
54501	UTILITIES - WATER/SEWER	4,000	-	-	0.0%	4,000	3,727	(3,727)
54503	PHONES/INTERNET	3,000	291	291	9.7%	2,709	4,596	(4,306)
*** EXPENSE CATEGORY TOTALS ***		<u>85,000</u>	<u>680</u>	<u>680</u>	<u>0.8%</u>	<u>84,320</u>	<u>16,717</u>	<u>(8,004)</u>
OTHER/MISC.								
55009	BUSINESS RETENTION/EXPANSION	15,000	-	-	0.0%	15,000	6,812	(6,812)
55200	MEETING MEALS	3,500	-	-	0.0%	3,500	1,799	(1,799)
*** EXPENSE CATEGORY TOTALS ***		<u>18,500</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>18,500</u>	<u>8,611</u>	<u>(8,611)</u>
DEBT SERVICE								
56005	REVENUE BOND PRIN PAYMENT	563,374	-	-	0.0%	563,374	5,687	(5,687)
56050	INTEREST- BONDED DEBT	168,554	-	-	0.0%	168,554	50,317	(50,317)
56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		<u>731,928</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>731,928</u>	<u>56,004</u>	<u>(56,004)</u>
CAPITAL OUTLAY								
58000	CAPITAL OUTLAY	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	<u>-</u>
INTERFUND ACTIVITY								
59010	TRANSFER TO/FROM GENERAL FUND	-	-	-	0.0%	-	31,371	(31,371)
59570	TRANSFER TO FLEET FUND	250	-	-	0.0%	250	-	-
*** EXPENSE CATEGORY TOTALS ***		<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>31,371</u>	<u>(31,371)</u>
*** TOTAL EXPENSE ***		<u>2,094,042</u>	<u>-</u>	<u>25,309</u>	<u>-</u>	<u>2,068,733</u>	<u>-</u>	<u>(433,808)</u>
PROJECTED ENDING FUND BALANCE		<u>\$ 3,752,472</u>		<u>\$ 3,977,787</u>		<u>\$ 4,192,739</u>		



## Sales Tax History: Fiscal Years 2022 - 2024

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

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

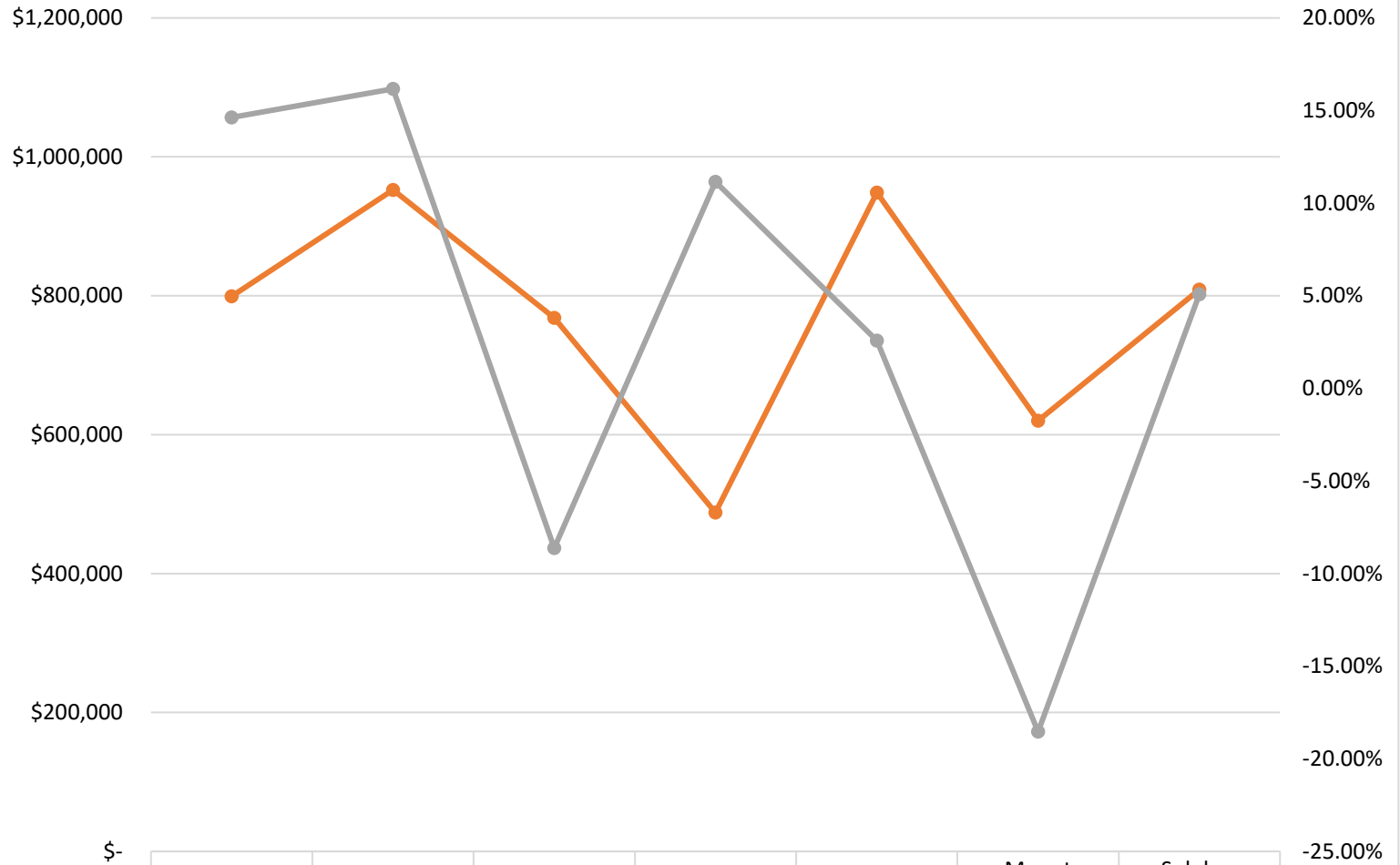
FY 2024				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 462,340	\$ 92,490	\$ 554,831	\$ 554,831
November	583,576	116,743	\$ 700,320	1,255,151
December	761,258	152,288	\$ 913,546	2,168,697
January	489,699	97,963	\$ 587,663	2,756,359
February	531,445	106,315	\$ 637,760	3,394,119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





Palestine Economic Development Corporation  
Financial Statement  
As of November 30, 2024

Sales Tax FY 2024 - September- Period 12



	Palestine	Athens	Henderson	Jacksonville	Kilgore	Mount Pleasant	Sulphur Springs
— \$ Sales Tax Received Nov-2024	799,349.97	952,446.09	768,174.98	487,832.20	948,343.13	619,994.25	809,046.33
— % Inc(+) Dec(-) from prior year	14.64%	16.17%	-8.62%	11.15%	2.59%	-18.54%	5.08%



# Palestine Economic Development Corporation Summary of Cash and Investment Activity For the Month Ending: November 30, 2024

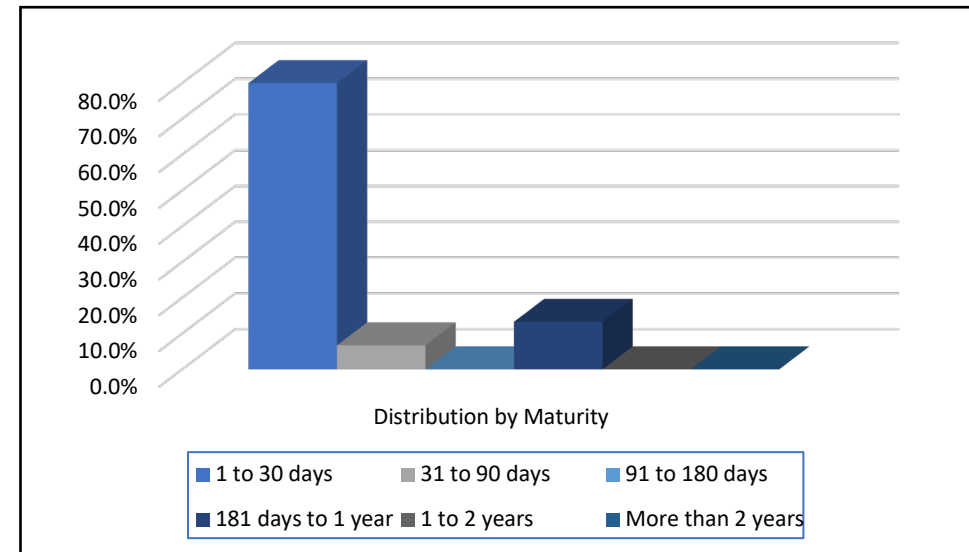
	Par Value	Market Value	Ratio Market-to-Book Value
<b>Beginning Balances</b>			
Cash	\$248,339.05	\$ 248,339.05	100.00%
Investments	\$3,435,817.42	\$3,435,817.42	100.00%
<b>Total</b>	<b>3,684,156.47</b>	<b>\$3,684,156.47</b>	<b>100.00%</b>
<b>Activity</b>			
Cash	\$54,934.63	\$54,934.63	
Investments	\$12,435.70	\$12,435.70	
Net Accretion & Amortization			
Purchases			
Maturities/Calls			
Changes to Market Value	-	4,228.98	
Net Monthly Activity	\$67,370.33	\$71,599.31	
<b>Ending Balances</b>			
Cash	\$303,273.68	303,273.68	100.00%
Investments	\$3,448,253.12	\$3,452,482.10	100.12%
<b>Total</b>	<b>\$ 3,751,526.80</b>	<b>\$ 3,755,755.78</b>	<b>100.11%</b>

Palestine Economic Development Corporation Summary of Cash and Investment Activity For the Month Ending: November 30, 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	\$ 303,274		\$ 100.000	1.000%	\$ 303,274	\$ 303,274	\$ 303,274	\$ -	1
N/A	N/A	N/A	TEXSTAR Investment Pool	2,659,270		\$ 100.000	5.290%	\$ 2,659,270	\$ 2,659,270	\$ 2,659,270	-	1
12/23/2022	12/23/2024	9497634P8	Wells Fargo Bank	249,000	4.50%	100.000	4.500%	249,000	249,000	248,385	-	23
7/19/2024	7/21/2025	89841MBG1	Trustone Financial Credit Union	248,000	5.10%	100.000	5.100%	248,000	248,000	248,640	-	233
7/31/2024	7/31/2025	291916AQ7	Empower Fed Credit Union	244,000	5.1	100.000	5.100%	244,000	244,000	244,703		243
Totals/Weighted Average				\$ 3,703,544			4.860%	\$ 3,703,544	\$ 3,703,544	\$ 3,704,271	\$ -	34
Benchmark - 4-Week Coupon Equivalent Treasury Bill Rate							5.370%					

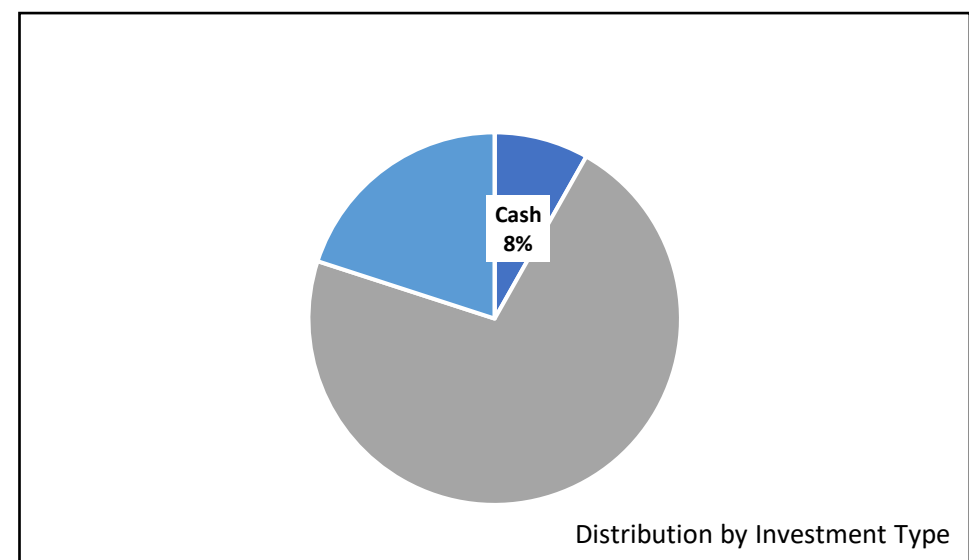
# **Palestine Economic Development Corporation** **Summary of Cash and Investment Activity** **For the Month Ending: November 30, 2024**

i

Distribution by Maturity		
	Par Value	Percent
1 to 30 days	\$ 2,962,544	80.0%
31 to 90 days	249,000	6.7%
91 to 180 days		0.0%
181 days to 1 year	492,000	13.3%
1 to 2 years		0.0%
More than 2 years		0.0%
	<u>\$ 3,703,544</u>	<u>100.0%</u>



Distribution by Investment Type		
	Book Value	Percent
Cash	\$ 303,274	8.2%
US Agencies & Instrumentalities	-	0.0%
Eligible Investment Pools	2,659,270	71.8%
Certificates of Deposit	741,000	20.0%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds		0.0%
Repurchase Agreements	-	0.0%
	<u>\$ 3,703,544</u>	<u>100.0%</u>



**Palestine Economic Development Corporation**  
**Monthly Interest**  
**For the Month Ending: November 30, 2024**

Cash	\$273.68
Investment Pool	\$ 9,211.21
CDs	\$ 3,224.49

<b>Total Monthly Interest</b>	<b>\$12,709.38</b>
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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: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Discussion and possible action regarding revisions to the Palestine EDC Downtown Grant Program Guidelines.

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**SUMMARY:**

Discussion and possible action regarding revisions to the Palestine EDC Downtown Grant Program Guidelines.

**RECOMMENDED ACTION:**

Staff recommends the board discuss and take possible action regarding revisions to the Palestine EDC Downtown Grant Program Guidelines.

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**Attachments**

Updated Guideline Proposal



## **PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM GUIDELINES**

### **Section 1. Sponsor**

Palestine Economic Development Corporation (PEDC)

### **Section 2. Purpose**

The purpose of this Program is to enhance the economic vitality of the City of Palestine by encouraging visually appealing physical improvements to distressed property located within the downtown area of Palestine, TX. Eligible properties must reside within the city limits of Palestine, Texas, and within the areas within the Main Street Overlay District included in this packet. Rehabilitation to properties located within any City of Palestine historic district must obtain approval from the appropriate city boards & commissions prior to grant approval.

### **Section 3. Grant Amounts**

- A. All eligible improvements can be considered for a matching grant for up to 75% of the actual, eligible costs, with maximum grant amount of \$75,000.
- B. **Microgrants:** In accordance with Texas Local Government Code Section 505.158, 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. All other requirements & restrictions as outlined in these guidelines are still required including the execution of a Performance Agreement between PEDC and Applicant.

### **Section 4. Eligible Area**

Any existing commercial structure within the Palestine City Limits and located in the Main Street Overlay District. Property addresses will be verified to be within the actual official boundary of the Main Street Overlay District with the official City of Palestine Zoning Map, current as of the date of the grant application.

### **Section 5. Eligible Improvements**

#### **A. FAÇADE IMPROVEMENT:**

**Principal Façade:** Improvements to the exterior portion of a building or structure which contains the principal entrance(s) of the building that is visible from the public right of way. Improvements including, but not limited to, items such as removal of non-contributing false façade, painting, reconstruction, rehabilitation and preservation of the façade, building cleaning, tuck pointing masonry, renovation or replacement of exterior lighting, awnings or other similar improvement (must be in conjunction with other façade improvements).

**Side (or rear) Façade:** Any exterior portion of a building or structure, not including the primary façade, but that is *visible from the public right of way*.

**B. BUILDING STABILIZATION:**

Roof replacement and/or repair; Interior structural improvements (floor joists, ceiling repairs or other similar improvements); Building systems improvements (electrical, plumbing, HVAC); improvements made to suit American Disability Act (ADA) standards; other improvements for building stabilization as approved by PEDC Board.

**C. SIGN IMPROVEMENTS:**

New signs, renovation, or removal of existing signs. Signage must meet the requirements of the City of Palestine signage ordinances and receive the appropriate signage permits to be considered.

**D. PROPERTY IMPROVEMENTS:**

Items such as fencing, driveway improvement, and parking lot improvements that are visible from the public right of way.

**E. MIXED-USE PROPERTY IMPROVEMENTS:**

The PEDC can consider funding improvements to properties that serve a mixed use (commercial & residential). However, additional information may be required as a part of the application process to determine the proportionality of the effect of the proposed improvements on the commercial capacity of the building. Properties considered under this category may not be eligible for all forms of improvements listed in Items A – D of this Section but will be considered on a case-by-case basis.

**Example:** A roof replacement that will cost \$100,000 on a mixed-use property of 5,000 square feet for which 2,500 square feet is used for retail and 2,500 square feet is used for residential. The total project cost may be proportionally observed to equally effect both uses of the building based on square footage, therefore the maximum project cost that could be considered for the grant would be \$50,000 with the PEDC considering funding up to \$37,500 (75% of \$50,000).

**Example:** ADA improvements that will cost \$25,000 to improve access to the storefront of a building that also has rear access to the second floor containing apartments. The total project cost can be considered for the grant since the improvements exclusively improve access to the store front which does not provide primary access to the second floor, therefore the maximum grant that could be considered would be \$25,000 with the PEDC funding \$18,750 (75% of \$25,000)

## **Section 6. Application & Approval**

- A. Applications must be made on a form provided by PEDC and may be obtained at the Palestine Economic Development Corporation office located at 100 Willow Creek Parkway, Suite A, Palestine, Texas 75801 or on the PEDC website at [www.palestinetexas.net](http://www.palestinetexas.net).
- B. Applications must be submitted to the PEDC office located at 100 Willow Creek Parkway, Suite A, Palestine, Texas 75801 or via email to [edcadmin@palestine-tx.org](mailto:edcadmin@palestine-tx.org).
- C. Proof of ownership (i.e., Warranty Deed) of the property will be required of Applicants.

- D. An Applicant operating in a leased facility may apply with the consent of the property owner. Copies of an executed lease agreement and proof of ownership will be required.
- E. All applications must contain competitive cost estimates (bids) 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.
- F. PEDC may request additional information or clarification from Applicant.
- G. Application should include photos of the existing condition to be improved and a rendering of improvements to be made.
- H. PEDC may approve an application grant with provisions, conditions, or other requirements as it may from time to time deem appropriate.
- I. Applicants will be notified in writing of PEDC's approval or disapproval of an application.
- J. PEDC will present approved applications for grants totaling \$10,000 or more to the City of Palestine City Council for final approval. **Applications that do not receive City Council approval shall be deemed as denied.**
- K. If approved, Applicant will be required to enter into a Performance Agreement with PEDC detailing the full terms and conditions of their specific grant.

## **Section 7: Restrictions**

- A. Labor provided by the Applicant or his/her employees may not be included in the cost estimate of the project and is not reimbursable through this Grant Program or attributable as part of the Applicant's match of funds.
- B. Grant Program funds are limited to materials and labor directly contributing to the eligible improvements defined herein. General contracting fees and city permitting fees are not eligible costs for reimbursement.
- C. Grant funding will be limited to one (1) grant to any one (1) Address during a fiscal year. **Total possible funding per grant application is \$75,000 maximum.**
- D. Business facilities that also serve certain residential purposes (i.e. mixed-use buildings) can be considered. **However, any buildings that serve as the domicile of the building's owner (regardless of proportionality) are not eligible for grant funds.**
- E. If a property is sold, utilized, or conveyed for a purpose not originally intended by the grant application, whether by owner or by leasing tenant, within one year of grant funding being awarded to the applicant, the applicant may be required to reimburse the PEDC immediately for the full amount of the grant.
- F. Applicants, businesses and/or property owners which owe outstanding financial obligations to PEDC or the City of Palestine, such as liens, court fines, city utility bills, or delinquent sales or property taxes are not eligible.
- G. Applicants, business and/or property owners with threatened, contemplated or active lawsuit or other legal administrative or dispute resolution proceeding against the PEDC or the City of Palestine are not eligible.
- H. Improvements must be made in accordance with project drawings, specifications, and information provided in the application, and as approved by PEDC and the appropriate city departments. Any modifications to the scope of any proposed improvements shall be subject to PEDC and City of Palestine review.

- I. Applicant must obtain all applicable permits related to the improvement project prior to any grant funds being distributed.
- J. Applicant may not knowingly employ an “undocumented worker” as that term is defined by Tex. Gov’t. Code Sec. 2264.001.
- K. Improvements as described in Section 5 Items A – E of these guidelines **may not commence prior to** execution of a Performance Agreement by the PEDC, and Performance Agreements for grants of \$10,000 or more will require approval by the City of Palestine City Council before the agreement can be executed.
- L. Improvements must commence within sixty (60) days of and be completed within nine (9) months of the approval of the Performance Agreement by PEDC and the City of Palestine. Any extensions to the project completion date can be considered as an amendment to the Performance Agreement subject to approval by PEDC and the City of Palestine.
- M. Grants of \$10,000 or more are subject to final approval by the City of Palestine City Council. Applications that do not receive City Council approval shall be deemed as denied.
- N. Applicant shall fully comply with all federal and Texas laws which includes but is not limited to Applicant’s compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as Applicant’s refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

## Section 8. Evaluation of Applications

- A. PEDC reserves the sole discretion to recommend or deny approval of a grant application to City Council. The Applicant accepts that decisions relating to the recommendation to award grant funds involves subjective judgments on the part of PEDC, including the aesthetics of the proposed project, the proposed project as an improvement to the property, the benefit to the City of Palestine, total funds to be expended by Applicant, productive life of improvements and the availability of funds budgeted by PEDC.
- B. The following factors shall be considered in determining whether or not to award grant:

**Visual Appeal:** Improvement in the attractiveness of the location and the level of blight or deterioration removed; design chosen is complimentary to the building’s architecture and is tasteful and consistent with surrounding businesses; paint chips/sign material are to be submitted with application and final project must reflect what was submitted and approved; level of improvement impact on overall appearance of facility.

**Economic Impact:** Amount of additional funding expended by business; appropriateness of business to overall economic development in the surrounding neighborhood; improvements that add to the tax roll value; traffic level of roadways adjacent to improvement; mitigation of health and safety issues; reuse of vacant or underutilized property.

**Improvements Made for Accessibility:** Improvements and modifications implemented to ensure that buildings and businesses are usable and inclusive for individuals with disabilities. These improvements aim to remove barriers and create environments that accommodate people with diverse needs. Accessibility improvements may include the installation of ramps, elevators, and wider doorways in

buildings, the addition of tactile signage, and improvements to publicly accessible restroom facilities to suit ADA standards.

**Historic Preservation:** Improvements made to protect and conserve historically significant buildings, structures, sites, and cultural artifacts for the benefit of present and future generations. Historic preservation efforts may involve restoration, rehabilitation, or adaptive reuse of historic properties to ensure they remain functional and relevant while preserving their historical character. This practice helps communities maintain a sense of identity, fosters tourism, and contributes to the overall cultural richness of a region.

- C. PEDC reserves the right to utilize outside resources it deems necessary for assistance in its decision-making process.
- D. PEDC reserves the right to waive any requirement(s) herein contained, and/or add any requirements it deems appropriate in making its determination of approval or disapproval of a grant application.

## **Section 9. Funding**

- A. Upon execution of a Performance Agreement, the PEDC shall furnish Applicant with 50% of its total grant award as outlined in the Performance Agreement.
- B. Applicant shall provide PEDC with written notification and verification of project completion by letter stating that all improvements have been completed in accordance with the application, approval and Grant Agreement, and that full payments have been made for all labor and materials with attached paid receipts for materials and labor, cancelled checks, required permits, inspection reports, release of liens and project photographs. Incomplete improvements or projects that are completed for less than the initially estimated costs will be remedied in accordance with the provisions of the Performance Agreement.
- C. Upon the PEDC's receipt of a 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.
- D. Following on-site inspection, PEDC will review the findings and request additional information, if needed, and notify the Applicant of compliance or items of non-compliance. Failure to correct the items of non-compliance within thirty (30) days of notice thereof shall be cause for cancellation of the Performance Agreement and result in any remedies contained therein.
- E. Upon a finding by the PEDC board of directors of project completion and approval, payment of the remaining 50% grant funds will be made.

## **Section 10. General**

- A. The PEDC Board and City of Palestine City council reserves the right to amend or end this Grant Program as it may from time to time find desirable.
- B. This Grant Program does not vest any person with any legal rights not related to the enforcement of a Performance Agreement executed pursuant to this Grant Program.
- C. The provision or delivery of these guidelines and criteria to an interested party does not constitute an offer of an improvement grant to that party.

- D. The adoption of these guidelines and criteria does not limit PEDC's discretion whether to recommend or deny a grant to an applicant, which absolute right of discretion PEDC and the City of Palestine City Council reserves, whether or not such discretion may be deemed arbitrary or without basis of fact.
- E. The adoption of these guidelines and criteria does not create any property, contract, or other legal rights in any person to have PEDC provide grant funding.
- F. **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/APPLICANTS FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.**



Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Consideration and possible action regarding a budget amendment to PEDC's Com. Dev. Grant Program budget line item.

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**SUMMARY:**

Consideration and possible action regarding a budget amendment to PEDC's Com. Dev. Grant Program budget line item.

**RECOMMENDED ACTION:**

Staff recommends the board take action regarding a budget amendment to PEDC's Com. Dev. Grant Program budget line item.

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Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Consideration of and possible action on Resolution No. R-06-24.

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**SUMMARY:**

Consideration of and possible action on Resolution No. R-06-24, a resolution of the PEDC declaring projects of the PEDC offering economic development grants to incentivize community development and authorizing and directing staff to publish notice of the same.

**RECOMMENDED ACTION:**

Staff recommends approval of Resolution No. R-06-24, a resolution of the PEDC declaring projects of the PEDC offering economic development grants to incentivize community development and authorizing and directing staff to publish notice of the same.

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**Attachments**

Resolution R-6-24

**PEDC RESOLUTION NO. R-06-24**

**A RESOLUTION OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION, A "TYPE B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION, DECLARING PROJECTS OF THE CORPORATION, DIRECTING STAFF TO PUBLISH NOTICE OF SAME, AND SETTING A PUBLIC HEARING**

**WHEREAS**, the **Palestine Economic Development Corporation (the "PEDC")** was created by the City of Palestine, Texas, a home-rule municipality with an estimated population of approximately 18,544 (**the "City"**), in accordance with and pursuant to Chapters 501 and 505 of the Local Government Code, as amended (**the "Local Government Code"**); and,

**WHEREAS**, the PEDC wishes to participate in projects, as that term is defined under Chapter 501 of the Local Government Code, to directly incentivize the economic development of the City through the development and diversification of the economy, the elimination of unemployment and underemployment, and the development and expansion of commerce within the State of Texas; and,

**WHEREAS**, the PEDC wishes to participate in a general type of project, that consisting of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the PEDC's Board of Directors to promote new or expanded business development (Section 505.158, Local Government Code); and,

**WHEREAS**, the PEDC desires to offer economic development grants as incentives targeted to community development projects (**the "Project"**) to be considered within the City of Palestine;

**WHEREAS**, the PEDC published intent to participate in the Project on August 27, 2024 and the City Council of the City of Palestine, Texas passed Resolution No. R-50-24 on October 28, 2024 approving the Project;

**WHEREAS**, the PEDC has participated in the Project thus far during FY 2024-2025 and, through such desire, after careful contemplation, wishes to memorialize, declare, and publish its intent to expand its participation in the Project;

**WHEREAS**, it is hereby officially found and determined that the PEDC Meeting at which this Resolution was passed was open to the public, and public notice of the time, place, and purpose at which it was considered and approved was given in accordance with Chapter 551 of the Government Code;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEDC THAT:**

- Section 1.** The above and foregoing premises and recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
- Section 2.** As authorized by Section 505.158 of the Local Government Code, the PEDC hereby proposes to undertake the Projects, described above, to incentivize community development projects in the City of Palestine.
- Section 3.** The PEDC will receive applications, determine eligibility, hold any public hearings on specific funding agreements as required by Section 505.159 of the Local Government Code, and determine that the funds expended will be used for eligible "costs" of "projects" as those terms are defined in Chapters 501 and 505 of the Local Government Code.
- Section 4.** The PEDC will hereby fund the respective programs in accordance with its amended & approved FY 2024-2025 budget as follows:
- A. Community Development Grant Program, in an amount not to exceed \$150,000
- Section 5.** As required by Section 505.159 of the Local Government Code, the PEDC hereby sets a public hearing for these Projects on January 14, 2025 at 10:00 a.m., at its regularly scheduled meeting, the agenda and location for which will be posted no less than seventy-two (72) hours ahead of time on a bulletin board at a place convenient for the public and at [www.palestinetexas.net](http://www.palestinetexas.net).
- The PEDC hereby authorizes and directs staff to publish public notice of the Project and the public hearing to be held on the Project in the newspaper of general circulation, that being the Palestine Herald Press.

**PASSED AND APPROVED this 10th day of December 2024.**

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**Dan Bochsler, *Board President***

**ATTEST:**

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**Charles Drane, *Secretary***  
**Palestine Economic Development Corporation**



Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Consideration and possible action regarding an Easement Agreement between PEDC and Stewart & Jane Kenderdine.

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**SUMMARY:**

Consideration and possible action regarding an Easement Agreement between PEDC and Stewart & Jane Kenderdine.

**RECOMMENDED ACTION:**

Staff recommends the board consider and take possible action regarding an Easement Agreement between PEDC and Stewart & Jane Kenderdine.

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**Attachments**

Easement Agreement

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**EASEMENT AGREEMENT FOR ACCESS**

THE STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF ANDERSON               §

Date: \_\_\_\_\_

Grantor: PALESTINE ECONOMIC DEVELOPMENT CORPORATION

Grantor's Mailing Address: 100 Willow Creek Parkway, Suite A, Palestine, Texas 75801

Grantee: Stewart M. Kenderdine and Jane Kenderdine

Grantee's Mailing Address: 6732 Medinah Drive, Fort Worth, Texas 76132

Dominant Estate Property: That certain 5.465 acre tract of land in Anderson County, Texas, in the William S. McDonald Survey, Abstract 43, being a portion of that same tract called 7.225 acres in a deed from Raymond W. Henderson, Jr., at al to Stewart M. Kenderdine, et ux dated April 20, 2001, recorded in Volume 1667, Page 392 of the Anderson County Official Public Records owned by Stewart M. Kenderdine and Jane Kenderdine located directly to the south of and adjacent to the Easement Property and commonly known as 2380 FM 322, Palestine, Texas 75801.

Easement Property: That certain 1.760 acre tract of land in Anderson County, Texas, in the William S. McDonald Survey, Abstract 43, being a portion of that same tract called 7.225 acres in a deed from Raymond W. Henderson, Jr., at al to Stewart M. Kenderdine, et ux dated April 20, 2001, recorded in Volume 1667, Page 392 of the Anderson County Official Public Records and being more particularly described by metes and bounds and by survey map attached hereto as Exhibit A.

Easement Purpose: For a roadway to provide free and uninterrupted vehicular ingress to and egress from FM 322 to the Dominant Estate Property.

Consideration: The sum of Ten Dollars (\$10.00) and other good and valuable consideration, as provided herein, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: Grantor reserves for itself and its successors and assigns the right

to use all or part of the Easement Property in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as this conveyance is subject to the terms of this Agreement.

Exceptions to Warranty: None.

GRANT OF EASEMENT: Grantor, for the Consideration, grants, sells, and conveys to Grantee and Grantee's successors and assigns a nonexclusive easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this Agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of the Grantee and Grantee's successors and assigns (as applicable, the "Holder").
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by the Holder for the Easement Purposes.
4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of the Holder. The Holder has the right to eliminate any encroachments into the Easement Property. The Holder must maintain the Easement Property in a neat and clean condition. The Holder may construct, install, maintain, replace, and remove a roadway across any portion of the Easement Property. The Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, and remove the roadway, subject to the replacement of the fences to their original condition upon completion of the work involving the roadway.
5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining order and injunction (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions may be obtained on proof of the existence of interference or threatened interference, without the

necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
7. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors and assigns.
8. *Choice of Law.* This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Anderson County, Texas.
9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
10. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.
12. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent of the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
13. *Notices.* Any notice required or permitted under this Agreement must be in writing and delivered to the addresses below. Any such notice will be deemed delivered (whether actually received) when deposited with the US Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal

delivery, courier delivery, or other commercially reasonable means and will be effective when received. Any change of address for notice may be given by written notice as provided in this section.

Palestine Economic Development Corporation  
Director of Economic Development  
100 Willow Creek  
Parkway, Suite A  
Palestine, Texas 75801

Stewart M. Kenderdine and  
Jane Kenderdine  
6732 Medinah Drive  
Fort Worth, Texas 76132

14. *Recitals.* The parties represent that all recitals in this Agreement are accurate and are incorporated by reference into this Agreement.
15. *Time.* Time is of the essence for this Agreement. Unless otherwise specified, all references to “days” mean calendar days. “Business days” exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

GRANTOR:  
PALESTINE ECONOMIC DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Dan Bochsler, President

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Before me, the undersigned, on this day personally appeared DAN BOCHSLER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas

[S E A L]

GRANTEE/HOLDER:

Stewart M. Kenderdine and Jane Kenderdine

By: \_\_\_\_\_ Stewart M. Kenderdine

By: \_\_\_\_\_ Jane Kenderdine

## **EXHIBIT A**

### **Legal Description of Easement Property**



Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Discussion and possible action regarding Palestine Mall - Letter of Intent/Resolution R-7-24.

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**SUMMARY:**

Discussion and possible action regarding Palestine Mall - Letter of Intent/Resolution R-7-24 declaring a project for the expenditure of funds for an economic development initiative.

**RECOMMENDED ACTION:**

Staff recommends the board discuss and take possible action regarding Palestine Mall - Letter of Intent/Resolution R-7-24 declaring a project for the expenditure of funds for an economic development initiative.

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**Attachments**

Letter of Intent  
Resolution R-7-24



December 10, 2024

**Via Email Correspondence to [jchriston@venturedfw.com](mailto:jchriston@venturedfw.com)**

**Palestine Mall Redevelopment, LLC**

*Attn: John Christon*

8235 Douglas Ave, Suite 720

Dallas, Texas 75225

### **NON-BINDING LETTER OF INTENT**

Dear Mr. Christon,

Thank you for your interest in the economic development incentives offered by the **Palestine Economic Development Corporation (the “PEDC”)** of the City of Palestine, Texas (the “City”). In response to our recent conversations, the PEDC convened on December 10, 2024, at a regular called meeting to consider and approve the proposed terms of this “Non-Binding Letter of Intent,” which the PEDC – in turn – authorized me to propose to **Palestine Mall Redevelopment, LLC (“Palestine Mall”)**, under which the PEDC is willing to negotiate an Economic Development Performance Incentive Agreement for the incentives described below. For purposes of this “Non-Binding Letter of Intent”) (the “LOI”), Palestine Mall and the PEDC may be referred to herein collectively as the “Parties” and individually as a “Party.”

**The terms proposed herein are preliminary, non-binding, and for negotiation purposes only. Please execute this LOI, where indicated, and return either the original signed or scanned copy before 5 p.m. on December 31, 2024, at which point this LOI shall expire. If returning the original signed copy, it must be received by the PEDC before 5 p.m. on December 31, 2024.**

To reiterate, this LOI is non-binding and is for discussion and negotiation purposes only. The terms and conditions, outlined below, represent the current understanding of the state of negotiations between the Parties and may change upon the Parties’ mutual written agreement or through formal amendment of this LOI. The Parties understand that changes to the terms and conditions outlined below may result in statutorily required variations to the economic development incentives currently offered and available herein.

The Parties will only be bound by the terms of a written Economic Development Performance Incentive Agreement, acceptable in form and substance, satisfactory to both Parties and the City Council for the City of Palestine, Texas, and effective only upon approval by all governing bodies and full execution and delivery by same.

### **Background**

Palestine Mall has expressed an interest in constructing, renovating, and leasing a retail shopping complex within the limits of the City, constituting a capital investment of approximately \$17 million within the City and surrounding Anderson County, Texas (the “Project”). To incentivize this investment, the PEDC has authorized certain economic development incentives the terms of which have been preliminarily captured in this non-binding LOI. The PEDC does not have power or authority to bind the City. Respective negotiations continue between

100 Willow Creek Parkway Suite A · Palestine, Texas · 75801

Office 903-729-4100 · Fax 903-729-4500

[www.PalestineTexas.net](http://www.PalestineTexas.net)

Palestine Mall and the City.

**Conditions Precedent:**

- It is the understanding of the Parties that an agreement between Palestine Mall and the City for further economic development incentives will need to be reached in addition to the final agreement of the Parties and execution, as between the PEDC and Palestine Mall, of the Economic Development Performance Incentive Agreement.
- Palestine Mall shall begin (or has begun) construction of the facility located at 2000 S. Loop 256 (the "Project Property").
- Palestine Mall agrees to a capital investment of approximately \$17,000,000.00 million.
- Palestine Mall must complete construction and renovation of the Project Property no later than December 31, 2029.

**Proposed PEDC Economic Development Cash Incentive:**

- The PEDC shall pay directly to Palestine Mall a single cash payment, in a value not to exceed \$750,000.00, to reimburse Palestine Mall for the costs of rehabilitation of parking lot infrastructure on the Project Property.

**Performance Incentives:**

- Palestine Mall's failure to meet its performance obligations under the Economic Development Performance Incentive Agreement during the period of performance prescribed therein will result in the clawback of the cash incentive in a manner prescribed within the Economic Development Performance Incentive Agreement.
- The Economic Development Performance Incentive Agreement may terminate upon the end of the Incentive Period, as provided for therein, with no further effect to the Project.

The above terms and conditions are subject to amendment based upon a Party's receipt of new information concerning the Project, information received from that Party's advisors, or changes in any circumstances (actual or perceived) affecting a Party or the Project.

The Parties agree not to voluntarily disclose the terms of this LOI to any third parties, provided, however, that the foregoing shall not apply to disclosures which may be required by applicable law.

This LOI is non-binding and is for discussion and negotiation purposes only. It will be superseded by, and the Parties will only be bound by, the terms of a written Economic Development Performance Incentive Agreement, acceptable in form and substance satisfactory to both Parties and the City Council for the City of Palestine, Texas, and effective only upon approval by all governing bodies and full execution and delivery by same.

Until and unless the Parties mutually approve and execute the agreements identified herein, either Party may terminate the negotiations contemplated herein at any time, for any reason, without any liability or further obligation (except in regard to its confidentiality obligation) to the other Party, by providing written notice of termination to the other Party at the addresses provided below.

Sincerely,

**PEDC**

**Christophe Trahan**  
*Executive Director*

**AGREED AND ACCEPTED:**

**PEDC**

\_\_\_\_\_  
**By: Dan Bochsler, President**

**Date:** \_\_\_\_\_

**Palestine Economic Development Corp.**  
*Attn: Executive Director*  
Willow Creek Parkway  
Suite A  
Palestine, Texas 75801

**AGREED AND ACCEPTED:**

**PALESTINE MALL  
REDEVELOPMENT, LLC**

\_\_\_\_\_  
**By: John Christon, Manager**

**Date:** \_\_\_\_\_

**Palestine Mall Redevelopment, LLC**  
*Attn: John Christon*  
8235 Douglas Avenue, Suite 720  
Dallas, Texas 75225

**PEDC RESOLUTION NO. R-07-24**

**A RESOLUTION OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION, A "TYPE B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION, DECLARING A PROJECT OF THE CORPORATION, DIRECTING STAFF TO PUBLISH NOTICE OF SAME, AND SETTING A PUBLIC HEARING**

**WHEREAS**, the **Palestine Economic Development Corporation (the "PEDC")** was created by the City of Palestine, Texas, a home-rule municipality with an estimated population of approximately 18,750 (**the "City"**), in accordance with and pursuant to Chapters 501 and 505 of the Local Government Code, as amended (**the "Local Government Code"**); and,

**WHEREAS**, the PEDC wishes to participate in a project, as that term is defined under Chapter 505 of the Local Government Code, to directly incentivize the economic development of the City through the development and diversification of the economy, the elimination of unemployment and underemployment, and the development and expansion of commerce within the State of Texas; and,

**WHEREAS**, the PEDC wishes to participate in a general type of project, that consisting of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the PEDC's Board of Directors to promote new or expanded business development (Section 505.158, Local Government Code); and,

**WHEREAS**, the PEDC desires to offer an economic development grant as an incentive to **Palestine Mall Redevelopment, LLC ("the Company")**, to incentivize the Company to construct, renovate, and lease a retail shopping complex in the City by granting to the Company certain economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds, in exchange for the Company's creation of construction jobs and a capital investment within the city limits of the City of Palestine (**the "Project"**);

**WHEREAS**, the PEDC wishes to participate in the Project during FY 2024-2025 and, through such desire, after careful contemplation, wishes to memorialize, declare, and publish its intent to participate in such a project;

**WHEREAS**, it is hereby officially found and determined that the PEDC Meeting at which this Resolution was passed was open to the public, and public notice of the time, place, and purpose at which it was considered and approved was given in accordance with Chapter 551 of the Government Code;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEDC THAT:**

**Section 1.** The above and foregoing premises and recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2.** As authorized by Section 505.158 of the Local Government Code, the PEDC hereby proposes to undertake the Project, described above, to incentivize the Company to expand its business operations to the City by granting to the Company certain economic development incentives, those being direct cash incentives consisting of the expenditure

and rebate of sales tax funds, in exchange for the Company's creation of construction jobs and a capital investment within the city limits of the city of Palestine.

**Section 3.** The PEDC hereby finds that the funds expended will be used for eligible "costs" of "projects" as those terms are defined in Chapters 501 and 505 of the Local Government Code.

**Section 4.** As required by Section 505.159 of the Local Government Code, the PEDC hereby sets a public hearing for such Project on January 14, 2024, at 10:00 a.m., at its regularly scheduled meeting, the agenda and location for which will be posted no less than seventy-two (72) hours ahead of time on a bulletin board at a place convenient for the public and at [www.palestinetexas.net](http://www.palestinetexas.net).

**Section 5.** The PEDC hereby authorizes and directs staff to publish public notice of both the Project and the public hearing to be held on the Project in the newspaper of general circulation, that being the Palestine Herald Press.

**PASSED AND APPROVED this 10th day of December 2024.**

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**Dan Bochsler, *President***

**ATTEST:**

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**Charles Drane, *Secretary***  
**Palestine Economic Development Corporation**



Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Review monthly Director's Report.

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**SUMMARY:**

Review monthly Director's Report.

**RECOMMENDED ACTION:**

Staff recommends the board review the monthly Director's Report.

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Agenda Date: 12/10/2024  
To: Palestine Economic Development Corporation  
From: Lisa Bowman, Economic Development Admin  
Agenda Item: Review monthly Marketing Analyst Report.

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**SUMMARY:**

Review monthly Marketing Analyst Report.

**RECOMMENDED ACTION:**

Staff recommends the board review the monthly Marketing Analyst Report.

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**Attachments**

Marketing Report



# Marketing Activities - November/December 2024

## Mktg Analyst Will James

- Coordinated with Multiview to have an initial discovery call, laying the groundwork for launching the targeted advertising campaign to enhance our online reach and attract potential investors.
- Successfully hosted the Lender's Roundtable event, featuring representatives from the Texas Economic Development and the Office of Governor Greg Abbott. Their presentation on the Texas Small Business Credit Initiative (TSBCI) provided valuable insights and sparked meaningful discussions on empowering lenders to support business growth throughout the region.
- Collaborated with two additional videographers to gather bid proposals for a highlight video showcasing Palestine as an ideal place to live, work, and conduct business.
- Partnered with Golden Shovel's staff writer to craft an article and press release announcing the launch of our 2025 Business Retention & Expansion (BR&E) program, featuring a streamlined online form for businesses to schedule BR&E visits.



### Business Retention & Expansion (BRE) Visit Request

Please take a moment to complete the form to schedule a Business Retention & Expansion (BRE) visit with the Palestine EDC. By filling out this form, you'll provide us with the key details we need to tailor our visit to your business's needs. Once submitted, a representative from our team will reach out to coordinate and confirm your visit. We look forward to connecting with you and supporting your business's growth in our community!

Business Name*	<input type="text"/>
Contact Person*	<input type="text"/>
Email Address*	<input type="text"/>
Phone Number*	<input type="text"/>
Business Address*	<input type="text"/>
Purpose of Visit	<input type="checkbox"/> Business Challenges <input type="checkbox"/> Expansion Plans <input type="checkbox"/> Property Improvements <input type="checkbox"/> Other
How many employees do you currently have?*	<input type="text"/>
How long has your business been operational?*	<input type="text"/>
<input type="button" value="Send"/>	



# Marketing Activities - November/December 2024

## Mktg Analytics

- Boosted Facebook ad reached 3,000 users
- The website attracted 1,500 unique users over the past 30 days.
- The Callizo news article was the most visited page on the site.
- Dallas led as the top city for user traffic.

