

Mitchell Jordan, Mayor
Sean Conner, Council District #1
Ava Harmon, Council District #2
James Smith, Council District #3
Kenneth Davidson, Council District #4
Angela Woodard, Council District #5
Christopher Gibbs, Council District #6



Teresa Herrera, City Manager
April Jackson, City Secretary
Rezzin Pullum, City Attorney

**NOTICE OF MEETING
CITY COUNCIL AGENDA
January 13, 2025
Work Session at 3:30 p.m.
Regular Meeting at 5:30 p.m.
City Council Chambers
504 N. Queen Street
Palestine, Texas**

Zoom Link:

<https://us02web.zoom.us/j/82405135519?pwd=jcLP5oWZxKtSVyPIMKwiY9iDMGktdz.1>

Meeting ID: 824 0513 5519
Passcode: 997431

One tap mobile
+13462487799,,82405135519#,,, *997431# 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.](#)

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WORK SESSION

1. Discussion regarding the final report of the Charter Review Committee. Teresa Herrera, City Manager
2. Discussion regarding possible partnership with Meals on Wheels. Mitchell Jordan, Mayor

REGULAR MEETING

A. **CALL TO ORDER**

B. **INVOCATION AND PLEDGE OF ALLEGIANCE**

C. **PROPOSED CHANGES OF AGENDA ITEMS**

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

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

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

aloud at the meeting.

E. CONFLICT OF INTEREST DISCLOSURES

F. CITY MANAGER'S REPORT

1. November and December 2024 Fire Monthly Reports
2. November/December 2024 Economic Development Monthly Report
3. December 2024 Development Services Report
4. December 2024 Library Monthly Report
5. December 2024 Municipal Court Monthly Report
6. December 2024 Parks and Recreation/Facility Maintenance Monthly Report
7. December 2024 Public Works Monthly Report

G. BOARD APPOINTMENTS

1. Consider the appointment of David Mattauer to Place 3, replacing Mark Thomas, to the Building and Standards Commission, with a term expiring on September 30, 2025. Mitchell Jordan, Mayor

H. CONSENT AGENDA

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

1. Consider approval of minutes from December 9, 2024, and December 18, 2024. April Jackson, City Secretary
2. Consider approval of a resolution authorizing the City to enter into a Municipal Maintenance Agreement with the State of Texas relating to the maintenance, supervision, and regulation of certain state highways in the City of Palestine. Teresa Herrera, City Manager
3. Consider approval of a resolution authorizing the City Manager to enter into a Multi-Use Agreement with the Texas Department of Transportation allowing the installation and operation of automated license plate recognition cameras in Texas Department of Transportation right-of-way. Mark Harcrow, Police Chief
4. Consider approval of updated guidelines for the Palestine Economic Development Corporation Downtown Grant Program. Christophe Trahan, EDC Director
5. Consider awarding bid RFP 2024-021- Waterline Replacement (Labor Only) on Carolina Street to Garcia's Contractors Services, LLC, in the amount of \$263,800.00. Jason Shelton, Interim PW Director
6. Consider awarding bid RFP 2024-022 - Waterline Replacement (Parts Only) on Carolina Street to APSCO Supply in the amount of \$201,365.50. Jason Shelton, Interim Public Works Director
7. Consider awarding bid RFP 2024-023 - Waterline Replacement (Labor Only) on Queen Street to East Texas Hydrovac, LLC, in the amount of \$80,175.00. Jason Shelton, Interim PW Director
8. Consider awarding bid RFP 2024-024 - Waterline Replacement (Parts Only) on Queen Street to APSCO Supply in the amount of \$55,900.53. Jason Shelton, Interim Public Works Director
9. Consider awarding bid RFP 2024-025 - Waterline Replacement (Labor Only) on Conrad Street to East Texas Hydrovac, LLC, in the amount of \$56,000.00. Jason Shelton, Interim PW Director
10. Consider awarding bid RFP 2024-026 - Waterline Replacement (Parts Only) on Conrad Street to Core & Main LP in the amount of \$35,687.38. Jason Shelton, Interim Public Works Director

11. Consider awarding bid RFP 2024-027 - Waterline Replacement (Parts Only) on San Jacinto Street to Johnson Lab & Supply, Inc., in the amount of \$27,657.24. Jason Shelton, Interim Public Works Director
12. Consider awarding bid RFP 2024-028 - Angelina Channel Concrete Repair to Crockett Construction in the amount of \$289,000.00. Jason Shelton, Interim Public Works Director
13. Consider approval of an ordinance amending the budget for the fiscal year of October 1, 2024, through September 30, 2025, by appropriating and setting aside the necessary funds for additional expenditures for the Palestine Economic Development Corporation Community Development Grant. Andrew Sibai, Finance Director

I. REGULAR AGENDA

1. Discussion and possible action regarding a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Mollard Properties, LTD, in an amount not to exceed \$40,106.25. Christophe Trahan, EDC Director
2. Discussion and possible action regarding the proposed plans by SPI for hangar development at the Palestine Municipal Airport. Jason Shelton, Interim Public Works Director
3. Discussion and possible action regarding possible partnership with Meals on Wheels. Mitchell Jordan, Mayor

J. MAYOR'S REPORT

K. ITEMS FROM COUNCIL

L. CLOSED SESSION

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

1. Section 551.071 consultation with attorney: pending or contemplated litigation or a settlement offer: Palestine Municipal Airport, Union Pacific Railroad, Laza, Humber, and legal advice contract negotiations for trash services.

M. RECONVENE IN REGULAR SESSION

1. Take any action necessary regarding pending or contemplated litigation or a settlement offer: Palestine Municipal Airport, Union Pacific Railroad, Laza, Humber, and legal advice contract negotiations for trash services.

N. ADJOURNMENT

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

I certify that the above Notice of Meeting was posted on the outdoor bulletin board at the main entrance to City Hall, 504 N. Queen Street, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Friday, January 10, 2025, at 3:00 p.m.**



April Jackson, City Secretary

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



Agenda Date: January 13, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: Charter Review Committee Final Report
Date Submitted: 01/07/2025

SUMMARY:

The City of Palestine operates under a City Charter that mandates a review process at least every five years. The most recent amendment to the Charter occurred in 2018. The City Council initiated the formation of a Charter Review Committee on March 12, 2024, per Resolution No. R-13-24. The Charter Review Committee was tasked with reviewing the City Charter for the purpose of making recommendations to the City Council for consideration.

The Charter Review Committee is composed of eight members appointed by the City Council on March 25, 2024. The members include Chair Dan Bochsler, Vice-Chair Edwina Miller, and members Jessie Sweet, Tracy Torma, Mattie Jackson, Jodi Davis, Marilyn Ester-Barnes, and Cotrina Davis.

In accordance with the Texas Open Meetings Act, all meetings of the Committee have been publicly posted and accessible to the general public. The Committee conducted its initial meeting on April 8, 2024, and held its final meeting on January 6, 2025. During this period, the Committee conducted a thorough, section-by-section review of the current Charter, considering proposed amendments from City staff, the City Attorney, and the Committee itself. At the final meeting on January 6, 2025, the Committee completed its review and approved all proposed amendments for consideration by the City Council.

RECOMMENDED ACTION:

Staff recommends that Council review and discuss the final report of the Charter Review Committee.

CITY MANAGER APPROVAL:

Attachments

Charter Review Committee Final Report



CHARTER REVIEW COMMITTEE FINAL REPORT

Presented to the City Council on January 13, 2025

INTRODUCTION

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The Committee recommends presenting the following Charter amendments to the voters on the next authorized uniform election date prescribed by the Texas Election Code.

PART I CHARTER

ARTICLE I. NAME, FORM OF GOVERNMENT AND BOUNDARIES

Sec. 1.1. Corporate name.

All the inhabitants of the City of Palestine, Anderson County, Texas, as the boundaries and limits of said city are herein established, or may be hereafter established, shall be a body politic, incorporated under and known by the name and style of the "City of Palestine," with such powers, rights and duties as are herein provided.

Sec. 1.2. Form of government.

The municipal government provided by this charter shall be known as the council-manager form of government. Pursuant to the provisions and subject only to the limitations imposed by the state constitution, the statutes of this state, and by this charter, all powers of the city shall be vested in an elective council, hereinafter referred to as the "city council." The manager, in turn, shall be responsible to the city council for the administration of the government of the city. All powers of the city shall be exercised in the manner prescribed by this charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance, the state constitution or the statutes of the state.

Sec. 1.3. The boundaries.

The boundaries of the City of Palestine, Texas, shall be the same as have been established and as they existed on the day of ratification of this charter.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 1.4. Extension of boundaries.

The boundaries of the City of Palestine may be enlarged and extended by the annexation of additional territory by any of the methods hereinafter designated:

- (a) *Extending limits in accordance with Chapter 43 of the Texas Local Government Code:* Where such additional territory adjoins the corporate limits of the city and contains three or more inhabitants qualified to vote for members of the state legislature, such adjacent territory may be annexed to the city in the manner and in conformity with procedure set forth in Chapter 43 to the Texas Local Government Code, as now or hereafter amended.

~~(b) Extension of limits by annexation: The city council may, by ordinance, annex territory lying adjacent to the city, with or without the consent of the territory or the inhabitants annexed.~~

~~(b-e)~~ *Annexation of unoccupied lands on petition of owners:* The owners, or owner, of any land which is without residents, or on which fewer than three voters reside, contiguous and adjacent to the city may, by petition in writing to the city council, request the annexation of such contiguous and adjacent land, describing it by metes and bounds. The city council shall thereafter hear such petition and arguments for and against the same, and grant or refuse such petition as the city council may see fit. If the city council grants such petition, it may by proper ordinance receive and annex such territory as a part of the city.

~~(c-d)~~ *Compliance:* Any proceeding for annexation under the provisions of this article shall comply with the terms and conditions of Chapter 43 of the Texas Local Government Code, and also shall provide for a public hearing.

~~(d-e)~~ *Annexed territory to become part of the city:* Upon completion of any one of these procedures, the annexed territory shall become a part of the city, and said land and its residents shall be entitled to all the rights and privileges of other citizens of the city and shall be bound by the acts, ordinances, resolutions, and regulations of the city.

(e) Disannexation: Any area of the City may be disannexed pursuant to any procedure allowed under applicable law and whenever, in the opinion of the City Council, there exists within the corporate limits of the City a territory not suitable or necessary for City purposes, the City Council may by ordinance discontinue said territory as part of the City after notice and a public hearing.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 1.5. Rules for contraction of boundaries.

Whenever there exists within the corporate limits of the City of Palestine adjoining its outer boundaries any territory not suitable or necessary for orderly planning and development of the city, the city council may, upon a petition signed by a majority of the qualified voters residing in such territory, if the same be inhabited, or upon a petition of the owner or owners, if same be uninhabited, by ordinance duly passed, deannex such property as a part of said city; from and after the entry of such ordinance, said territory shall cease to be a part of said city. Refer to Article IX for forms and types of petitions.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

ARTICLE II. ENUMERATED POWERS

[Sec. 2.0. Local self-government.]

~~The City of Palestine shall have full power of local self-government, and among the other powers that may be exercised, the following are hereby enumerated for greater certainty:~~

Sec. 2.1. ~~Creation of form of local self-government and offices; manner of selecting officers.~~

~~The City of Palestine shall have full power of local self-government, and among the other powers that may be exercised, the following are hereby enumerated for greater certainty.~~ The creation of a commission, aldermanic or other form of government; the creation of offices, the manner and mode of selecting officers and prescribing their qualifications, duties, compensation, and tenure of office.

Sec. 2.2. Boundaries of city.

~~The City of Palestine shall have the power to~~ ~~To~~ fix the boundary limits of said city, to provide for the extension of said boundary limits and the annexation of additional territory lying adjacent to said city, to provide for the disannexation of territory within such city, and to provide for the exchange of territory with other cities or towns, according to such rules as may be provided by said charter not inconsistent with the procedural rules prescribed by the Municipal Annexation Act, Chapter 43 of the Texas Local Government Code.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.3. ~~Holding property; court pleadings; perpetual succession.~~

~~The City of Palestine shall have the power to~~ ~~To~~ hold by gift, deed, devise or otherwise, any character of property, including any charitable or trust fund; to plead and be impleaded in all courts, and to act in perpetual succession as a body politic.

Sec. 2.4. ~~Exempting city property from execution.~~

~~The City of Palestine shall have the power to~~ ~~To~~ provide that no property or any other character of property owned or held by the city shall be subject to any execution of any kind or nature.

Sec. 2.5. ~~Garnishment of city funds prohibited.~~

~~The City of Palestine shall have the power to~~ ~~To~~ provide that no fund of the city shall be subject to garnishment, and the city shall never be required to answer in any garnishment proceedings.

Sec. 2.6. ~~Exemption from liability for claims for damages.~~

~~The City of Palestine shall have the power to~~ ~~To~~ provide for the exemption from liability on account of any claim for damages to any person or property, or to fix such rules and regulations governing the city's liability as may be deemed advisable.

State law reference(s)—Tort claims procedure, V.T.C.A., Civil Practices and Remedies Code § 101.101 et seq.

Sec. 2.7. ~~{Levy of ad valorem taxes.}~~

The City of Palestine shall have the power to ~~To~~ provide for the levying of any general or special ad valorem tax for any purpose not inconsistent with the Constitution of the State of Texas.

Sec. 2.8. ~~{Assessment of taxes against persons and corporations; assessment of franchises.}~~

The City of Palestine shall have the power to ~~To~~ provide for the mode and method of assessing taxes, both real and personal, against any person and corporation, including the right to assess the franchise of any public corporation using and occupying the public streets or grounds of the city, separately from the tangible property of such corporation.

Sec. 2.9. ~~{Collection of taxes.}~~

The City of Palestine shall have the power to ~~To~~ provide for the collection of all taxes, including the right to impose penalties for delinquent taxes.

Sec. 2.10. Control and management of city finances; prescribing fiscal year; issuance of bonds for public improvements.

The City of Palestine shall have the power ~~The power~~ to control and manage the finances of the city; to prescribe its fiscal year and fiscal arrangements; to issue bonds upon the credit of the city for the purpose of making permanent public improvements or for other public purposes in the amount and to the extent provided by such charter, and consistent with the Constitution of the State of Texas, provided that said bonds shall have first been authorized by a majority vote by the duly qualified voters voting at an election held for that purpose; and to issue other types of debt as provided by the Constitution and laws of the State of Texas. Thereafter, all such bonds shall be submitted to the attorney general for his approval, and the comptroller for registration, as provided by law, provided that any such bonds, after approval, may be issued by the city, either optional or serial or otherwise as may be deemed advisable by the governing authority.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.11. Ownership, erection, maintenance and operation of waterworks and waterworks systems.

The City of Palestine shall have the power to ~~To~~ have the exclusive right to own, erect, maintain, and operate waterworks and waterworks system for the use of any city and its inhabitants, to regulate the system and have power to prescribe rates for water furnished and to acquire by purchase, donation, or otherwise, suitable grounds within and without the limits of the city on which to erect any such works and the necessary right-of-way, and to do and perform whatsoever may be necessary to operate and maintain the waterworks or waterworks system and to compel the owners of all property to pay all charges for water furnished upon such property and to fix a lien upon such property for any such charges; to provide that all receipts from the waterworks may, in its discretion, constitute a separate or sacred fund, which shall be used for no other purpose than the extension, improvement, operation, maintenance, repair and betterment of

said waterworks system or waterworks supply, and to provide for the pledging of any such receipts and revenues for the purpose of making any such improvements, and the payment of the principal and providing an interest and sinking fund for any bonds issued therefor under such regulations as may be provided by the charter adopted by the city.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.12. Use of streets, alleys or city grounds by public utilities; limitation of franchises.

The City of Palestine shall have the power to ~~To~~ prohibit the use of any street, alley, highway or grounds of the city by any telecommunications, telephone, electric light, street railway, gas company, cable television company, or any other character of public utility without first obtaining the consent of the governing authorities expressed by ordinance and upon paying such compensation as may be prescribed and upon such condition as may be provided by any such ordinance. To determine, fix, and regulate the charges, fares, or rates of any person, firm, or corporation enjoying, or that may enjoy, the franchise or exercising any other public privilege in the city; to prescribe the kind of service to be furnished by such person, firm, or corporation, and the manner in which it shall be rendered; and from time to time alter or change such rules, regulations, and compensation; provided that in adopting such regulations and in fixing, changing, or determining the reasonableness of such compensation, no stock or bonds authorized or issued by any corporation enjoying the franchise shall be considered unless on proof that the same have been actually issued by the corporation for money paid and used for the development of the corporate property, labor done or property actually received in accordance with the laws and constitution of the state. In order to ascertain all facts necessary for the proper understanding of which is or should be a reasonable rate or regulation, the city shall have full power to inspect the books and compel the attendance of witnesses for such purpose.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.13. ~~Buying, owning or constructing public utilities; right of eminent domain and condemnation of property for public utility purposes.~~

The City of Palestine shall have the power to ~~To~~ buy, own, construct within or without the city limits and to maintain and operate a system or systems of gas, or electric lighting plant, telephone, street railways, sewerage plants, fertilizing plants, ~~abattoir~~ meat processing facilities, municipal railway terminals, docks, wharves, ferries, ferry landings, loading and unloading devices and shipping facilities, or any other public service or public utility, and to demand and receive compensation for service furnished for private purpose or otherwise, and to exercise the right of eminent domain as hereinafter provided for the appropriation of lands, rights-of-way, or anything whatsoever, that may be proper and necessary to carry out efficiently said objectives. The city shall have the power to condemn the property of any person, firm or corporation now conducting any such business and for the purpose of operating and maintaining any such public utilities and for the purpose of distributing such service throughout the city or any portion thereof, provided that the city may adopt by its charter, any such rules and regulations as it may deem advisable for the acquiring and operation of any such public utilities.

Sec. 2.14. ~~{Manufacturing or purchasing electricity, gas, oil or other commodities.}~~

The City of Palestine shall have the power to ~~To~~ manufacture its own electricity, gas, or anything else that may be needed or used by the public; to purchase and make contracts with any person or corporation for the purchasing of gas, electricity, oil or any other commodity or article used by the public, and to sell the same to the public upon such terms as may be provided by the charter.

Sec. 2.15. ~~{Appropriation of private property for public purposes.}~~

The City of Palestine shall have the power to ~~To~~ have the power to appropriate private property for public purposes whenever the city shall deem it necessary; to take any private property within or without the city limits for any of the following purposes; city halls, police stations, jails, ~~calaboose~~ prisons, fire stations, libraries, ~~schoolhouses~~, high-school buildings, educational facilities, academies, hospitals, sanitariums, auditoriums, market house, reformatories, ~~abattoirs~~ meat processing facilities, railroad terminals, docks, wharves, warehouse, ferries, ferry landings, elevators, loading and unloading devices, shipping facilities, piers, streets, alleys, parks, highways, boulevards, speedways, playgrounds, sewer systems, storm sewers, sewerage [sewage] disposal plants, drains, filtering beds, and emptying grounds for sewer systems, reservoirs, watersheds, water supply sources, wells, water and electric light systems, gas plants, cemeteries, crematories, prison farms; and to acquire lands within and without the city for any other municipal purposes that may be deemed advisable. The power herein granted for the purpose of acquiring private property shall include the power of the improvement and enlargement of the waterworks, including water supply, riparian rights, standpipes, watersheds, the construction of supply reservoirs, parks, squares and pleasure grounds, public wharves, and landing places for steamers and other crafts, and for the purpose of straightening or improving the channels of any stream, branch, or drain, or the straightening, widening or extension of any street, alley, avenue, or boulevard. The power of eminent domain hereby conferred shall include the right of the city, when so expressed, to take the fee in the lands so condemned and such power and authority shall include the right to condemn public property for such purposes.

Sec. 2.16. Exclusive jurisdiction over public streets and grounds; special assessments for street improvements.

The City of Palestine shall have the power to ~~To~~ have exclusive dominion, control, and jurisdiction in, over, and under the public streets, avenues, alleys, highways, and boulevards, and public grounds of the city; and to provide for the improvement of any public street, alleys, highways, avenues, or boulevards by paving, raising, grading, filling or otherwise improving the same, and to have the power to charge the cost of making such improvement and fix a lien against the abutting property, and to make a personal charge against the owner of the abutting property according to an assessment specially levied in an amount not to exceed the special benefit any such property received in enhanced value by reason of making such improvement; and to provide for the issuance of assignable certificates covering the cost to the city, provided that the council shall apportion the cost to be paid by the property owners and the amount to be paid by the city, and provided further, that all street railways, steam railways, or other railways may be required [to] pay the cost of improving the said street between and for two feet on each side of the rails and tracks of any such railway companies. The city shall have the power to provide for the construction

and building of sidewalks, including the curb, and to make a special charge against the owner of the abutting property for such cost and to provide by special assessment a lien against such property for such cost; to have the power to provide for the improvement of any sidewalk or the construction of any such curb by penal ordinance, and to declare defective sidewalks to be a public nuisance. The power herein granted for making street improvements and assessing the cost by special assessment in the manner herein stated shall be exercised in a manner consistent with state law, and shall not be exercised until a public hearing is held regarding the special assessment, but shall not be construed to prevent the city from adopting any other method or plan for improvement of its streets, sidewalks, alleys, curbs, or boulevards, as it may deem advisable by its council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.17. Eminent domain to open, extend, straighten or widen streets and alleys; special assessments to improve streets and alleys.

The City of Palestine shall have the power to ~~To~~ open, extend, straighten, or widen any public street, alley, avenue, or boulevard; for such purpose to acquire the necessary land and to appropriate the same power of eminent domain in a manner consistent with state law and the federal and state constitutions; to provide that the cost of improving any such street, alley, avenue, or boulevard by opening, extending, and widening the same shall be assessed by special assessment against the owners of property lying in the territory of such improvement that is specially benefited. The city may adopt any other method for the opening, straightening, widening, or extending of its streets as herein provided for as may be deemed advisable, and any other method permitted by state law for financing such activities.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.18. Removal of obstructions on streets or alleys; altering or abandoning streets or alleys; control of building moving on streets.

The City of Palestine shall have the power to ~~To~~ control, regulate, and remove all obstructions or other encroachments or encumbrances on any public street, alley, or ground, and to narrow, alter, widen, or straighten any such streets, alleys, avenues, or boulevards, and to vacate and abandon and close any such streets, alleys, avenues, or boulevards, and to regulate and control the moving of buildings or other structures over and upon the streets or avenues of the city.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.19. Definition and prohibition of nuisances; policing grounds and lakes; prohibiting pollution of water supply; inspection of processing plants and similar facilities.

The ~~city~~ City of Palestine shall have the power to define all nuisances and prohibit the same within the city and outside the city limits for a distance of 5,000 feet; to have power to police all parks or grounds, lakes, and the land contiguous to and used in connection with such facilities, speedways or boulevards owned by the city and lying outside of the said city; to police and prohibit the pollution of any waterway, and any watershed of such waterway, which may constitute the source of water supply of any city; and to inspect dairies, ~~slaughter pens and slaughterhouses~~ meat

processing facilities inside the limits of the city, from which meat or milk is furnished to the inhabitants of the city or any other location.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.20. Vehicle operation.

To regulate, in a manner consistent with state law, the operation of motor vehicles and other vehicles on the public streets within the city.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.21-Sec.2.22. RESERVED.

Sec. 2.21. [Vehicles for hire.]

~~To regulate, license, and fix the charges or fares made by any person owning, operating, or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city.~~

Sec. 2.22. [Public amusements.]

~~To regulate the location and control the conduct of theatres, moving picture shows, tenpin alleys, vaudeville shows, and all places of public amusements.~~

Sec. 2.23. Licensing of businesses or occupations.

The City of Palestine shall have the power to ~~To~~ license, as permitted by state law, any lawful business or occupation that is susceptible to the control of the police power.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.24. Signs or billboards.

The City of Palestine shall have the power to ~~To~~ license, regulate, control, or prohibit the erection of signs or billboards.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.25. Fire limits; condemnation of fire hazards.

The City of Palestine shall have the power to ~~To~~ provide for the establishment and designation of fire limits and to prescribe the kind and character of buildings or structures or improvements to be erected therein, and to provide for the erection of fire-resistant buildings within certain limits, and to provide for the condemnation of dangerous structures or buildings or dilapidated buildings or buildings calculated to increase the fire hazard, and the manner of their removal or destruction.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.26. ~~{Zoning.}~~

The City of Palestine shall have the power to ~~To~~ divide the city in zones or districts, and to regulate the location, size, height, bulk, and use of buildings within such zones or districts, and to establish building lines within such zones or districts or otherwise, and make different regulations for different districts and thereafter alter the same. The city is authorized to create a commission or board for the purpose of carrying out the powers of this section, or may provide for the creation of a board of appeals or review for the purpose of hearing and deciding on appeals from and reviewing any order, requirement, decision, or determination of the city in carrying out the powers and authority herein conferred, provided the authority and power herein conferred shall never be construed to be a limitation of any other power and authority conferred in this charter.

Sec. 2.27. ~~{Police and fire departments.}~~

The City of Palestine shall have the power to ~~To~~ provide for police and fire departments.

Sec. 2.28. ~~{Health department; protection of health of city inhabitants.}~~

The City of Palestine shall have the power to ~~To~~ provide for a health department and the establishment of rules and regulations protecting the health of the city ~~and the establishment of quarantine stations and pesthouses, emergency hospitals and hospitals, and to provide for the adoption of necessary quarantine laws to protect the inhabitants against contagious or infectious diseases.~~

Sec. 2.29. ~~{Sanitary sewers.}~~

The City of Palestine shall have the power to ~~To~~ provide for a sanitary sewer system and to require property owners to make connections with such sewers with their premises and to provide for fixing a lien against any property owner's premises who fails or refuses to make sanitary sewer connections and to charge the cost against said owner and make it a personal liability. To provide for fixing penalties for a failure to make sanitary sewer connections.

Sec. 2.30. Extension of franchises.

The City of Palestine shall have the power to ~~To~~ require applicable utilities ~~waterworks corporations, gas companies, streetcar companies, telephone companies, telegraph companies, electric light companies,~~ or other companies or individuals enjoying a franchise now or hereafter from the city, to make and furnish extensions of their service to such territory as may be required by the charter.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.31. Acquisition of public utility.

The City of Palestine shall have the power to ~~To~~ acquire any public utility using and occupying its streets, alleys, and avenues, to obtain funds for the purpose of acquiring the public

utility by issuing bonds, notes, or other evidence of indebtedness and securing the indebtedness by fixing a lien only upon the properties constituting the public utility so acquired, and to adopt further regulations for the proper financing of the acquisition.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.32. ~~Enforcement of ordinances; abatement of nuisances.~~

The City of Palestine shall have the power to ~~Te~~ enforce all ordinances necessary to protect health, life and property, and to prevent and summarily abate and remove all nuisances and to preserve and enforce the good government, order, and security of the city and its inhabitants.

Sec. 2.33. Energy conservation standards for construction of buildings.

The City of Palestine shall have the power to ~~Te~~ require all buildings to be constructed in accordance with energy conservation standards included in the building code, if any.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.34. Adoption of ordinance for demolition or repair of dilapidated, substandard or hazardous buildings.

The City of Palestine shall have the power to ~~Te~~ adopt an ordinance which requires the demolition or repair of buildings or structures which are dilapidated, substandard, or unfit for human habitation, and which constitute a hazard to the health, safety, and welfare of the citizens. The ordinance must establish minimum standards for continued use and occupancy of structures, and these standards shall apply to buildings regardless of when they were constructed. The ordinance must provide for proper notice to the owner and a public hearing. After the hearing, if the building is found to be substandard, the city may direct that the building be repaired or removed within a reasonable time. After the expiration of the allotted time, the city has the power to remove the building at the expense of the city and assess the expenses on the land on which the building stood or to which it was attached and may provide for that assessment, the mode and manner of giving notice, and the means of recovering the removal expenses.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.35. Enforcement of ordinances by fine.

The City of Palestine shall have the power to ~~Te~~ enforce its ordinances by a fine not to exceed that allowed by the State of Texas.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 2.36. Municipal court and judge.

There shall be a court for the trial of misdemeanor offenses known as the municipal court, with such powers and duties as are defined and prescribed by statute. The presiding officer of said

court shall be known as the judge of the municipal court, and shall be appointed by the city council, and shall be a qualified voter of Anderson County, and shall hold office until removed. The municipal judge shall have the power to administer oaths, give certificates and keep the records of municipal court. The city council, by ordinance, may provide for additional associate judges and temporary or relief judges, as authorized by Section 29.007 of the Texas Government Code, and as hereafter amended.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

ARTICLE III. LEGISLATIVE PROCEDURE

Sec. 3.1. Adoption of legislation generally.

The city council shall be vested with the power and charged with the duty of adopting all ordinances not inconsistent with the constitution and laws of the State of Texas, and not inconsistent with the provisions of this charter, touching every object, matter and subject within the purview of self-government.

Sec. 3.2. General administration of city affairs.

The government of the city shall be the council-manager form of government and the city manager shall have control and supervision over all the departments of the city, except as herein otherwise provided, and to that end shall have power to make and enforce such rules and regulations as ~~he~~ they may see fit and proper for the organization, management and operation of all departments of the city, and whatever agencies may be created for the administration of its affairs.

Sec. 3.3. Rules and regulations.

The council shall by ordinance adopt such rules and regulations for its government and order of business as its members may deem best.

Sec. 3.4. Administration of oaths.

The mayor, the city secretary, a notary public, and any other person authorized by state law is hereby authorized to administer oaths or affirmations in any matter pertaining to the municipal affairs and government of this city.

Sec. 3.5. Conflict of interest.

- (a) This section applies to the Mayor, all members of council, a member of a board and commission, and all Department Heads of the city.
- (b) A person subject to this section has a substantial business interest in a business entity if the person (or the person's parent, child, sibling, spouse, or spouse's parent, child, or sibling):

1. Owns 10% of the voting stock of the business entity;
 2. Owns 10% of the value of the business entity;
 3. Owns \$15,000 or more of the fair market value of the business entity;
 4. Received more than 10 percent of the person's gross income for the previous year from the business entity; or
 5. Received income of more than \$15,000 from the business entity for the previous year.
- (c) A person subject to this section has a personal business interest in a business entity if more than 50% of the voting stock or the value of the business entity is owned, cumulatively, by the person, the person's parents, the person's children, and the person's spouse.
 - (d) A person subject to this section has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
 - (e) A conflicted matter is a decision that has a special economic effect on a business entity, or a special economic effect on the value of real property in which the person has a substantial interest.
 - (f) A person subject to this section may not vote on or make a decision on a conflicted matter.
 - (g) The Mayor or member of council shall not, with regard to a conflicted matter, take part in any discussion or debate on the matter.
 - (h) An appointed or elected officer of the city shall, with regard to a conflicted matter, record the nature of the conflict in a memorandum signed conflict of interest form to the City Secretary-Manager or, if the person with the conflict is the City Manager, to the Mayor. The person shall not participate in the conflicted matter in any way.
 - (i) If a person votes on a conflicted matter, the decision of the council on the conflicted matter is not void unless, without the participation of the person or persons with the conflict, the decision of the council would have been different.
 - (j) The City may not enter into a contract (other than a contract that directly relates to the performance of duties directly related to the position the person holds) that provides consideration to a person subject to this section or a business entity in which the person subject to this section has a personal business interest. This prohibition may not be waived.
 - (k) A person subject to this section shall also comply with Local Government Code Chapter 176.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 3.6. Receipt of gratuities prohibited.

- (a) The mayor, city council members, officers, a member of a board and commission, or employees of the city may not accept or receive, directly or indirectly, from any person doing business with the city or seeking to do business with the city any cash, goods, or services with a value that can reasonably be expected to influence the actions, decisions, or votes of the mayor, city council member, officer, or employee.
- (b) It is presumed that a non-cash gift with a value of less than \$50 is not reasonably expected to influence the actions, decisions, or votes ~~of the mayor, city council member, officer, or employee.~~
- (c) It is presumed that a non-cash gift with a value of \$50 or more is reasonably expected to influence the actions, decisions, or votes ~~of the mayor, city council member, officer, or employee.~~
- (d) Gifts and exchanges of things of value between individuals with a preexisting business, professional, social, or familial relationship, independent of the recipient's status as mayor, city council member, officer, a member of a board and commission, or employee, which are typical of such relationships are presumed to not reasonably expect to influence the actions, decisions, or votes ~~of the mayor, city council member, officer, or employee.~~

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 3.7 Determination of violation.

- (a) Decisions regarding whether there has been a violation by the mayor, ~~or~~ a city council member, a member of a board and commission, or an officer, ~~the City Manager, or the Municipal Judge of Section 3.5 or 3.6~~ will be made by the City Council. If the Council is determining whether a violation has been committed by the Mayor or a member of the Council, the Mayor or Council Member whose guilt or innocence is being determined shall take no part in the deliberations or voting on the issue. The violation of Section 3.5 or 3.6 by the Mayor or City Council may be punished by censure, suspension, or removal from office.
- (b) Decisions regarding whether there has been a violation by a city employee (other than the employees listed in subsection (a)) of Section 3.5 or 3.6 will be made by the City Manager. A violation of Section 3.5 or 3.6 may be punished by written reprimand, suspension, or termination.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

ARTICLE IV. THE CITY COUNCIL; ORGANIZATION, POWERS

Sec. 4.1. Number.

The legislative and governing body of the city shall consist of a mayor and six council members and shall be known as the "City Council of the City of Palestine."

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 4.2. Selection.

- (a) The mayor shall be elected from the city at large.
- (b) Each council member shall be elected from one of six districts. The boundaries of the six districts shall be shown by plat and made a part of this charter. The city council may change the boundaries of any district to conform with any state and federal laws concerning voting rights.
- (c) In each even-numbered year, council members shall be elected from Districts 1, 3, and 5. In each odd-numbered year, council members shall be elected from Districts 2, 4, and 6, and a mayor shall be elected from the city at large.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 4.3. Presiding officer.

The mayor shall be the presiding officer of the city council and shall be recognized as head of the city government for all ceremonial purposes. The mayor shall perform such other duties as may be prescribed and conferred by law or the city council. The mayor may vote for or against every measure coming before the council, and the same as any other member of the council, except as herein otherwise provided. The mayor shall have no power to veto any measure, but every resolution or ordinance passed by the council must be signed by the mayor, or by two council members, and be recorded, before the same shall be in force.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 4.4. Term.

The mayor and each council member shall hold office for a period of two years and serve until a successor is elected and qualified. All elections shall be held in the manner provided in Article V of this charter. The mayor or council members shall take office at the next regular meeting of the council after they are elected or appointed.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 4.5. Qualifications.

- (a) The mayor shall be a resident citizen of the City of Palestine, at least 21 years of age, and a qualified voter of the State of Texas and shall have been a resident of the City of Palestine for a period of not less than 12 months immediately preceding the election.
- (b) Each council member shall be a resident citizen of the City of Palestine, at least 21 years of age, shall have been a resident of the City of Palestine and the applicable district for a period of 12 months immediately preceding the election, and shall be a qualified voter of the State of Texas.
- (c) If the mayor or any council member fails to maintain the foregoing qualifications, or has delinquent indebtedness to the city (or the indebtedness of an entity in which the mayor or council member holds a 50% or more interest), or shall be absent from three consecutive regularly scheduled meetings without valid excuse, or shall move from the district the council member represents, the city council must, at its next regularly scheduled meeting, declare a vacancy to exist and shall fill said vacancy as set forth in Section 4.8 of this charter.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 4.6. Council to be judge of election qualification.

The city council shall be the judge of the election and qualification of its own members in a manner not inconsistent or in conflict with other provisions of this charter or Texas state law.

Sec. 4.7. Mayor pro tem.

The city council, at its first regular meeting after election of council members, shall elect one of its members mayor pro tem, who shall perform all the duties of the mayor in the absence or disability of the mayor.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 4.8. Vacancies.

- (a) When a vacancy occurs in the city council or mayor, the remaining members of the council shall, within ~~ten~~ thirty days, appoint a qualified person from the vacated district to fill the unexpired term. Pursuant to Government Code 551.074, the Council may deliberate the appointment of a qualified candidate in a closed session, but an appointment must be made in an open meeting. In case a vacancy has been filled by the city council within 12 months prior to the subsequent vacancy, or occurs at the same time, or before a prior vacancy has been filled, the city council shall call a special election within ~~ten~~ fourteen days from the date of the last vacancy occurring, to be held on the first day as provided by the Texas Election Code for the purpose of electing the successors to the office or offices vacated as stipulated by the State of Texas.
- (b) If any of the officers named herein shall announce their candidacy, or shall in fact become a candidate, in any General, Special or Primary Election, for any office of profit or trust

under the laws of this State or the United States other than the office then held, such announcement or such candidacy shall constitute an automatic resignation of the office then held, and the vacancy thereby created shall be filled pursuant to law in the same manner as other vacancies for such office are filled.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 4.9. Rules of procedure.

The city council shall determine its own rules of procedure and may compel the attendance of its members. A majority of the members of the city council shall constitute a quorum to do business and the affirmative vote of four members of the city council shall be necessary to adopt any ordinance, resolution, appointment or other official action and this provision shall control over any other provisions in the charter to the contrary. Minutes of the proceedings of all meetings of the city council shall be kept, to which any citizen may have access at all reasonable times. The vote upon the passage of all ordinances and resolutions shall be taken by the "ayes" and "nays" and entered upon the minutes, and every ordinance or resolution, upon its final passage, shall be recorded ~~in a book kept for that purpose~~, and shall be authenticated by the signature of the presiding officer and the person performing the duties of the city secretary.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 4.10. Open meetings.

All meetings of the city council shall be open to the public except where closed meetings are authorized by state law.

State law reference(s)—Open meetings requirement, V.T.C.A., Government Code § 551.001 et seq.

ARTICLE V. ELECTIONS

Sec. 5.1. Elections generally.

The regular city election shall be held annually ~~on the first Saturday in May or~~ as required by state law, at which time officers will be elected to fill those offices which have become vacant that year. The city council shall fix the hours and place for holding same and provide all means for holding such ~~special~~ election. The city council may, by ordinance or resolution, order ~~an~~ special election, fix the time, day and place for holding same and provide all means for holding such ~~special~~ election. Notice of the election shall be published as required by state law.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 5.2. Regulation of elections.

The city council shall make all regulations which it considers needful or desirable, not inconsistent with this charter or the laws of the State of Texas, for the conduct of municipal elections, for the prevention of fraud in such elections, and for the recount of ballots in case of

doubt or fraud. Upon the appointment by the city council, municipal elections may be conducted by election authorities such as the County, not inconsistent with this charter or with any regulations made by the council or the laws of the State of Texas. ~~Municipal elections shall be conducted by election authorities appointed by the city council who shall also have power to make regulations not inconsistent with this charter or with any regulations made by the council or the laws of the State of Texas.~~

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 5.3. Filing for office.

Any person having the qualifications set forth for mayor or council member under the preceding Article IV, shall have the right to file an application to be placed on the official ballot as a candidate for mayor or council member respectively. Said application shall be filed with the city secretary as required by state law.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 5.4. The official ballot.

The names of all candidates for office, except such as may have withdrawn, died, or become ineligible, shall be printed on the official ballots without party designations in the order determined in a drawing of lots conducted by the city secretary under the direction of the council. All official ballots shall be printed ~~at least 20 days~~ prior to the date of any ~~general or special~~ election in accordance with state law, and absentee voting shall be governed by the ~~general~~ election laws of the State of Texas. Above the names of the candidates for mayor there shall be printed the words "Vote for one only" and above the names of the candidates for council member, there shall appear "Vote for one only."

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 5.5. Election by majority.

At any ~~regular or special~~ municipal election, the candidate who shall have received the majority of votes cast for any office in such elections shall be declared elected. In the event there is no majority or a tie makes it impossible to determine the winning candidate or candidates, the council shall cause to be held a runoff election between the two candidates receiving the most votes in accordance with state law. ~~, not more than 30 days after canvass of the special or regular election. The candidates can agree on an alternate method in case of a tie vote.~~

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 5.6. Laws governing city elections.

All city elections shall be governed, except as otherwise provided by this charter, by the laws of the State of Texas governing ~~general and municipal~~ elections.

Sec. 5.7. Conducting and canvassing elections.

The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the elections, determine, record and report the results as provided by the ~~general~~ election laws of Texas. Within the time provided for by state law, the city council shall meet, open the returns, canvass and officially declare the results of the election as to candidates and/or questions submitted to the electorate.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 5.8. Oath of office.

Every officer of the city shall, before entering upon the duties of office, take and subscribe to the oath of office as provided by the laws and statutes of the state.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

State law reference(s)—Oath, Texas Const., art. 16, § 1.

Sec. 5.9. Taking office.

All elective officers shall qualify and take their respective seats at the first succeeding meeting of the city council after the ~~general~~ election day, or as soon thereafter as may be practicable.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

ARTICLE VI. COUNCIL-MANAGER FORM OF GOVERNMENT

~~Sec. 6.10.~~ Form of government.

The municipal government provided by this charter shall be of the council-manager form. The city council, elected by and responsible to the people, shall appoint a city manager, who shall be directly responsible to the council, for the execution of the laws and the administration of the government of the city.

Sec. 6.21. Appointment and qualifications of city manager.

The council, by a majority vote of the entire council, shall appoint a city manager who shall be the chief administrative and executive officer of the city. The City Manager shall be chosen by the council solely on the basis of executive and administrative training, experience, ability, character, and need not when appointed be a resident of the city. However, the City Manager shall become a resident of the city within 90 days of appointment unless otherwise specifically excused by the council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 6.32. Term and removal ~~of city manager~~.

The city manager shall not be appointed for a definite term, but may be removed at the will and pleasure of the council by a majority vote of the entire council. The council shall notify the city manager of its intent to consider removal of the city manager. The city manager shall have the opportunity to request a public hearing on their removal within 14 days of the notice council's intent to remove. The action of the council in removing the city manager shall be made in an open and public meeting of the council and shall be final, it being the intention of this charter to vest all authority and fix all responsibility of such suspension or removal in the council.

Sec. 6.43. Powers and duties of city manager.

The city manager shall be responsible to the council for the proper administration of all the affairs of the city. The powers and duties herein conferred upon the city manager shall include, but shall not be limited to, the following:

- (a) To appoint and remove any officer or employee of the city except those officers and employees whose appointment or election is otherwise provided for by law or by this charter.
- (b) To prepare the budget annually, submit it to the council, and be responsible for its administration after its adoption.
- (c) To keep the council informed of the financial condition of the city and make recommendations of current and future needs of the city as may seem desirable.
- (d) To attend ~~all~~ meetings of the council, with the right to take part in the discussion, but having no vote. The city manager shall be entitled to notice of all special meetings.
- (e) To execute deeds, deeds of trust, easements, contracts, releases, and all other legal instruments on behalf of the city when authorized by ordinance or resolution of the city council.
- (f) To see to it that the city lives within its budget, or inform the council when it does not.
- (g) To perform such other duties as may be prescribed by this charter or by ordinance or resolution of the council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 6.54. Directors of departments.

At the head of each department there shall be a director who shall be appointed by the city manager and confirmed by a majority of the council, and who may be removed by the city manager, except the city attorney and the judge of the municipal court, who shall be appointed and removed by the city council. Such director shall have supervision and control over the department. Two or more departments may be directed by the same individual, and the city manager may direct one or more departments. In the event of a vacancy at the head of a department, the city manager shall appoint an acting director of such department who shall serve until such vacancy is filled.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 6.~~65~~ Term of officers.

All appointive offices and employment shall be for an indefinite period, but any appointive officer or employee may be removed or discharged at any time by the city manager, except for members of boards, commissions and committees appointed under Section 6.~~76~~ of the charter. If removed at any time after having served 12 months, the employee may, within ten days after the order of removal, demand written charges, specifying the grounds for removal and the right to be heard thereon at a public meeting of the council. Such hearing shall be at a time and on a date set by the council within 40 days from the date of the issuance of the order of removal of such officer or employee. On the basis of the hearing, the city council may confirm or overrule the action of the city manager. All salaries and wages for appointive officers of the city, unless otherwise herein provided, shall be fixed by the city council, acting as a whole.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 6.~~76~~. Boards, commissions and committees.

The entire council shall receive all applications for boards, commissions, and committees in advance of an appointment. The mayor, with advice of the city council, shall submit all appointments of members of boards, commissions, or committees of the City of Palestine, whether the same are created by this charter, ordinance, or state law, and such appointments shall be subject to confirmation of the city council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 6.~~87~~. Interference in personnel matters.

Neither the mayor, the council, nor any of its members shall instruct, or request the city manager or any other city employee to appoint to or remove from office or employment any person, except with respect to those offices which are to be filled by appointment by the council under the provision of this charter. Except for the purpose of inquiry and investigation, the mayor, the council, and its members shall deal with the administrative service of the city solely through the city manager, and shall not give orders to any of the city manager's subordinates either publicly or privately.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

ARTICLE VII. BUDGET

Sec. 7.1. Fiscal year.

The fiscal year of the city shall begin on the first day of October and shall end on the last day of September of the next succeeding year. Such fiscal year shall constitute the budget and accounting year.

Sec. 7.2. Annual budget.

The city council shall adopt an annual budget for the city in accordance with the laws of the State of Texas.

Sec. 7.3. Preparation and submission of budget.

The city manager shall submit to the council a proposed budget and an explanatory budget message as provided by state law and this Charter. The proposed budget shall be filed with the City Secretary and be available for public inspection according to state law.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

State law reference(s)—Budget to be filed with city secretary for public inspection 30 days prior to adoption of tax levy, V.T.C.A., Local Government Code § 102.005.

Sec. 7.4. Public record.

The budget and message and all support schedules shall be of public record in the office of the city secretary open to public inspection. ~~The council shall cause sufficient copies of the budget and budget message to be prepared for distribution to interested persons.~~

Sec. 7.5. Public hearings.

The council shall hold at least one public hearing on the budget, and so many additional hearings as may be required by state law. Notice will be posted in the manner given for city council meetings, and as otherwise provided by state law. Persons shall be given the opportunity to be heard in favor of or in opposition to the budget or any part of the budget.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 7.6. Reserved.

Ord. No. O-7-18, adopted Feb. 12, 2018, deleted § 7.6, public hearing, and was approved by Ord. No. O-19-18, adopted May 14, 2018.

Sec. 7.7. Reserved.

Ord. No. O-7-18, adopted Feb. 12, 2018, deleted § 7.7, adoption of budget, and was approved by Ord. No. O-19-18, adopted May 14, 2018.

Sec. 7.8. Effective date of budget.

Upon the final adoption, the budget shall be in effect for the budget year. A copy of the budget as finally adopted shall be filed with the City Secretary and the County Clerk of Anderson County. Copies as required by state law of the final budget shall be made available for the use of all offices, departments, and agencies, and for the use of interested persons and civic organizations.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 7.9. Budget establishes appropriations.

From the effective date of the budget, the proposed expenditures shall be appropriated to the objects and purposes named in the budget. The city council may amend the budget to provide for the appropriation of additional funds received by the city which were not taken into consideration in the original budget, or to remove funds from one section of the budget to another.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 7.10. Budget establishes amount to be raised by property tax.

From the effective date of the budget, the amount stated therein as the amount to be raised by property tax shall constitute a determination of the amount of the levy for the purposes of the city in the corresponding tax year.

Sec. 7.11. Budget message.

The budget message submitted to the council shall be explanatory of the budget, and shall contain an outline of the proposed goals and objectives of the city for the budget year. It shall explain material changes from the previous year in expenditure and revenue.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 7.12. Supporting schedules to budget message.

Attached to the budget message will be supporting schedules, exhibits, and other explanatory materials in respect to both current operations and capital outlays as shall be useful to the council.

Sec. 7.13. General budget items.

- (a) The budget shall contain a complete financial plan for the fiscal year.
- (b) The total estimated expenditures of the various funds shall not exceed the total estimated resources of each fund (prospective income plus cash on hand).
- ~~(c) Provisions shall be made in the annual budget ordinance authorizing the city manager to approve urgent and unforeseen emergency purchases, to be disclosed on the next regular City Council agenda.~~

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 7.14. Accounting procedure.

An accounting procedure shall be devised and maintained for the city adequate to record in detail all transactions affecting the acquisition, custodianship, and disposition of anything of value, including cash receipts, credit transactions, and disbursements, and the recorded facts shall be presented periodically to officials and to the public in such summaries and analytical schedules in detail as shall be necessary to show the full effects of such transactions for each fiscal year upon the finances of the city and in relation to each office, department, or agency of the city government including distinct summaries and schedules for each public utility owned and operated.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 7.15. Audit.

The city council shall cause an annual audit of the books of account and of all records and transactions of the administration of affairs of the city. Said audit shall be made annually embracing each fiscal year and shall be made by a public accountant licensed by the State of Texas. The duty of the accountant shall include the certification of all statements required by Section 7.14; such statements shall include a general balance sheet showing summaries of income and expenditures and also comparisons, in proper classification, with the last previous audit; and such summaries shall be filed with the City Secretary within ten days after the completion of such audit. [Local Government Code § 103.003]

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 7.16. Depository.

~~At the beginning of a fiscal year, the~~ The city council shall designate a bank as the city depository, which shall be selected for a period of two to five years. The bank that shall submit the most advantageous bid acceptable to the city council shall be selected, considering all community benefits. The city council shall have the right to reject any or all bids offered as city depository. The bank selected as such depository shall give adequate bond, or other security, as provided by law.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 7.17. Control of finances.

The council shall have the management and control of the finances of the city, except as otherwise herein provided. The city council shall have the power to appropriate money and provide for the payment of debts and expenses of the city, to provide by ordinance special funds for special purposes, and to make the same disbursable only for such purposes, and to impose proper penalties for enforcing the same, and to this end, the council is authorized and empowered to receive gifts of donations from individuals, firms, or corporations for streets and other public improvements or for any other legitimate purpose, and such gifts or donations shall not be used for any other purpose than that for which they were given, unless authorized by the donor or the donor's representative in writing.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

ARTICLE VIII. OFFICERS AND EMPLOYEES

Sec. 8.1. Compensation of mayor.

The compensation of mayor shall be \$~~1,200.00~~ 1,800.00 per year, payable in equal monthly installments.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.2. Compensation of council members.

The compensation of each council member shall be \$~~800.00~~ 1,200.00 per year, payable in equal monthly installments.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.3. Appointive officers.

The following officers shall be appointed by the city council to serve until removed from office by a majority vote of the city council: city manager, city attorney and the judge of the municipal court. All salaries and wages for the appointive officers and employees of the city, unless otherwise provided in the charter, shall be fixed by a majority vote of the city council. The salaries of such officers and employees may be increased or decreased at any time by a majority vote of the council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.4. Creation of new positions.

The city council shall have the right to create such new offices or employment as may in their opinion be necessary for the welfare of the city, and impose such duties upon the holders of such offices as they may see proper; and the city council may abolish at any time any office or employment so created by them.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. rO-19-18, 5-14-2018)

Sec. 8.5. ~~Residence requirement for city employees.~~ RESERVED.

~~All appointed officers, directors of departments and city employees need not, when appointed by the city council or city manager, be residents of the city. However, they shall become residents of the City of Palestine immediately after appointment, unless otherwise specifically excused by this charter or ordinance of city council.~~

~~(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)~~

Sec. 8.6. Bond requirement for city employees.

The city manager, city secretary, tax assessor/collector and director of finance and such other city officers and employees as the city council may require, shall, before entering upon the duties of their offices, enter into a good and sufficient corporate surety bond in the sum to be determined by this charter, ordinance or by the city council. The bonds shall be payable to the City of Palestine and conditioned upon the faithful discharge of the duties of such persons and upon the faithful accounting of all monies, credits, and things of value coming into the hands of such persons, and such bonds shall be signed as surety by a corporate surety bond company authorized to do business under the laws of the State of Texas, and the premium on such bonds shall be paid by the City of Palestine, and such bonds must be acceptable to the city council. The council may also require new bonds at any time, if in its opinion, the existing bond on any employee is insufficient.

Sec. 8.7. City attorney.

The city attorney shall be a regularly licensed by the State of Texas attorney at law. The city attorney shall represent the city in all litigation and controversies, pass upon all proposed ordinances granting franchises of any kind, and in the event the city attorney disapproves of any such ordinances, it shall be the city attorney's duty to file legal written objections with the city council. It shall be the duty of the city attorney to inspect and pass upon all papers, documents, contracts, and other instruments in which the city might be interested. The city attorney shall be the legal advisor of the mayor, and of the city council, or any committee of the council, and of all city officers and employees with respect to any legal question involving an official duty or any other matter pertaining to the affairs of the City of Palestine. The city attorney shall perform such other duties as the city council may direct. Whenever it shall be brought to the city attorney's knowledge through the affidavits of 10 creditable persons that any persons, firms or corporations exercising or enjoying any franchise or privilege from the City of Palestine have been guilty of a breach of any condition of such franchise or privilege, or have failed to comply in any material manner with the terms and stipulations of such franchise or privilege, it shall be the city attorney's duty to report the breach or failure to comply to the city council, together with all relevant facts. If the city council shall determine that the complaints are well founded, it shall be the city attorney's duty to take such actions as may be necessary, and in the event the offending corporation, firm, or person shall fail or refuse to conform to the orders of the council, it shall be the duty of the council to direct the city attorney to institute suit in the court having jurisdiction against such corporation, firm, or person, for a judgment of forfeiture of franchise or privilege, or any other proper judgment. It shall be the city attorney's duty to see that all penal ordinances of the city are impartially enforced. Whenever deemed expedient, the city council may employ other attorneys.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.8. City secretary.

The city secretary shall be appointed by the city manager and confirmed by a majority vote of the council, and may be removed by the city manager with the approval of the city council. It shall be the city secretary's duty to attend all meetings of the city council, and to keep accurate minutes of the proceedings, ~~and to record the same in a book or books provided for that purpose,~~ to prepare and keep in order all ~~books,~~ papers, ~~and~~ documents, records, and files of the council, to countersign all commissions and licenses issued by the mayor, and to keep a record of such. The city secretary shall perform such other and further duties as may be required by law or by the city

manager, by ordinance or otherwise. The city secretary shall have custody of all ordinances of the city and of papers and records of the city council and of the seal of the corporation and shall affix the same to only documents and obligations of the city as may be legally authorized.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.9. City tax assessor/collector.

The city tax assessor/collector shall be chosen solely on the basis of training, ability, experience, and character. The city tax assessor/collector shall be directly responsible for the performance of all official duties including compliance with all controlling provisions of the state law bearing upon the functions of the office. The city tax assessor/collector shall give a corporate surety bond in the sum of not less than twenty-five thousand dollars (\$25,000.00), or such amount as may be prescribed by the city council payable to the City of Palestine. The council may require a new bond at any time, if in its opinion, the existing bond is insufficient. The city tax assessor/collector shall cause property holders to render their property for taxation in the manner prescribed by law or ordinance, except as otherwise provided by law.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.10. City depositor.

At the beginning of a fiscal year, the city council shall designate a bank in the City of Palestine as city depository which shall be let by contract as provided by Section 7.16. The city depositor shall be selected from the city depository for a period of not more than two years.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.11. Director of finance.

There shall be a department of finance, the head of which shall be the director of finance. The director of finance shall have knowledge of municipal accounting, banking, and municipal bonds and shall have had at least four years' experience gained through employment in budgeting, accounting, taxation, and financial control. The city director of finance shall provide a corporate surety bond in the sum of not less than twenty-five thousand dollars (\$25,000.00), or as may be prescribed by the city council and payable to the City of Palestine.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.12. Chief of police.

The chief of police shall be the chief administrative officer of the department of police, shall preserve order within the city and make secure the residents of the City of Palestine, shall perform such duties as may be required by the city council, and shall, with the approval of the city manager, appoint and remove the employees and police personnel of said department. The chief of police shall be appointed by the city manager with the approval of the city council for an indefinite term, as provided by § 341.001 et seq. of the Texas Local Government Code. The chief of police shall

meet the standards of § 143.001 et seq. of the Texas Local Government Code and shall be responsible to the city manager for the administration of the department and the carrying out of the directives of the city council. The chief of police may be removed from office by the city manager with the approval of the city council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.13. Fire chief.

The fire chief shall perform duties such as may be required by the city council, plan, organize, and coordinate the prevention and suppression of structural and brush fires and provision of rescue services, take command of major fires, oversee the maintenance of fire stations and equipment, and develop and conduct training programs for fire personnel. The fire chief shall be chosen solely on the basis of comprehensive knowledge of the principles and practices of modern firefighting, of the law, ordinances, rules, and regulations pertaining to the operation of a municipal fire department, of operation and maintenance of firefighting equipment, and of first aid. The fire chief shall be appointed by the city manager with the approval of the city council for an indefinite term, as provided by § 341.001 et seq. of the Texas Local Government Code. The fire chief shall meet the standards of § 143.001 et seq. of the Texas Local Government Code, and shall be responsible to the city manager for the administration of the department and the carrying out of the directives of the city council. The fire chief may be removed by the city manager with the approval of the city council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.14. City engineer.

The city engineer shall be a registered professional engineer and shall be chosen solely on the basis of training, experience, ability, and character. The city engineer shall be appointed and removed from office by the city manager with the approval of the city council, shall be responsible to the city manager for the performance of the duties of the position, and shall perform such other duties of the city engineer as may be required by the city council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.15. Director of public works.

The director of public works shall be chosen solely on the basis of knowledge, training, experience, ability, and character. The director of public works shall be appointed and removed from office by the city manager with the approval of the city council, shall be responsible to the city manager for the performance of the duties of the position, and shall perform such other duties of the director of public works as may be required by the city council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 8.16. ~~City physician.~~ RESERVED.

~~The city physician shall be a licensed practicing physician, and shall be ex officio chairperson of all boards of health created by the city council.~~

~~(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)~~

ARTICLE IX. INITIATIVE, REFERENDUM AND RECALL

Sec. 9.1. Power of initiative.

The electors shall have the power to propose any ordinance except an ordinance appropriating money or authorizing the levy of taxes, and to adopt or reject the same at the polls, such power being known as the initiative. An initiative petition is valid only if it is signed by registered and qualified electors of the city equal in number to or greater than 20 25 percent of ~~the votes cast for governor by~~ registered and qualified voters of the City of Palestine from ~~in~~ the most recent general City election ~~at which that office was filled~~. Each signer must enter the date the petition is signed next to the signature. A signature may not be counted if the signer fails to date it or if the date of signing is earlier than 90 days before the date the petition is submitted. In addition to the signature and date, the current voter registration number, printed name, and residence address must also appear by each name. There must be no less than 300 signatures on the petition.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.2. Power of referendum.

The electors shall have power to approve or reject at the polls any ordinance passed by the council, or submitted by the council to a vote of the electors, such power being known as the referendum, except in cases of bond, warrant and note ordinances, and ordinances making the annual tax levy. Ordinances submitted to the council by initiative petition and passed by the council without change shall be subject to the referendum in the same manner as other ordinances. Ordinances subject to a referendum may be challenged by submitting a petition to the city secretary. The referendum petition is valid only if signed by registered and qualified voters of the city in a number equal to or greater than 20 25 percent of the number of ~~votes cast for governor~~ by registered and qualified voters of the City of Palestine from ~~in~~ the most recent general City election ~~at which that office was filled~~. Each signer must enter the date the petition is signed next to the signature. A signature may not be counted if the signer fails to date it or if the date of signing is earlier than 90 days before the date the petition is submitted. In addition to the signature and date, the current voter registration number, printed name, and residence address must also appear by each name. A petition may be submitted to the city secretary concerning any ordinance subject to a referendum and the ordinance must be either repealed or submitted to the vote of the electors. There must be no less than 300 signatures on the petition.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.3. Form of petition, committee of petitioners.

Initiative and Referendum petition papers shall contain the full text of the proposed or enacted ordinance. The signatures of initiative or referendum petitions need not all be appended to one paper, but to each separate petition, there shall be attached an affidavit of the circulator that the petition was circulated only by the circulator, that it bears a stated number of signatures, that all

signatures that appear thereto were made in the presence of the circulator, and that the circulator believes them to be the genuine signatures of the persons whose names they purport to be.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.4. Filing, examination and certification of petitions.

All petition papers comprising an initiative or referendum petition shall be assembled and filed with the city secretary as one instrument. Within ~~40~~ 15 business days after the petition is filed, the city secretary shall determine whether the petition is signed by a sufficient number of registered and qualified voters. The city secretary shall declare any petition paper entirely invalid which does not have an affidavit signed by the circulator attached. If a petition paper is found to be signed by more persons than the number of signatures certified by the circulator, the last signatures in excess of the number certified shall be disregarded. If a petition paper is found to be signed by fewer persons than the number certified, the signatures shall be accepted unless void on other grounds. After completing the examination of the petition, the city secretary shall certify the result of the examination to the council at its next regular meeting. If the city secretary shall certify that the petition is insufficient, the reason for the insufficiency shall be set forth in the certification of the city secretary, stating the particulars in which the petition is defective and the city secretary shall at once notify the circulator of such findings.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.5. Amendment of petitions.

An initiative or referendum petition may be amended at any time within ten business days after the notification of insufficiency has been sent by the city secretary by filing a supplementary petition upon which additional papers signed and filed, as provided in case of an original petition. The city secretary shall, within ~~five~~ ten business days after such an amendment is filed, make examination of the amended petition and, if the petition is still insufficient, a certificate shall be filed to that effect in the office of the city secretary and the circulator shall be notified of findings of the city secretary and no further action shall be had on such insufficient petition. The finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.6. Consideration by council.

Whenever the council receives a certified initiative or referendum petition from the city secretary, it shall proceed at its next regular scheduled meeting to consider said petition. A proposed initiative ordinance shall be read and provisions shall be made for a public hearing upon the proposed ordinance. The council shall take final action on the ordinance not later than 30 days after the date on which such ordinance was submitted to the council by the city secretary. A referred ordinance shall be reconsidered by the council and its final vote upon such reconsideration shall be upon the question, "Shall the ordinance specified in the referendum petition be repealed?"

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.7. Submission to electors.

If the council shall fail to pass an ordinance proposed by the initiative petition, or shall pass it in a form different from that set forth in the petition therefor, or if the council fails to repeal a referred ordinance, the proposed or referred ordinance shall be submitted to the electors at the next authorized election date that allows full compliance with state and local election laws is more than 30 days after the passage by the council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.8. Form of ballot for initiated ordinances.

Ordinances submitted to vote of the electors in accordance with the initiative and referendum provisions of this charter shall be submitted by the ballot title, which shall be prepared in all cases by the city attorney. The ballot title may be different from the legal title of any such initiated or referred ordinance and shall be a clear, concise statement, without argument or prejudice, descriptive of the substance of such ordinance. Any number of ordinances may be voted on at the same election and may be submitted on the same ballot.

Sec. 9.9. Results of election.

If a majority of the electors voting on a proposed initiative ordinance shall vote in favor of the proposal, it shall become an ordinance of the city. A referred ordinance which is not approved by a majority of the electors voting shall be deemed repealed.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.10. Repealing ordinances, publications.

Initiative and referendum ordinances adopted or approved by the electors shall be published, as may be amended or repealed by the council, as in the case of other ordinances.

Sec. 9.11. Recall.

Any person holding an elected office, whether elected to office by the registered and qualified voters of the city or appointed by the city council to fill a vacancy, shall be subject to recall and removal from office by the registered and qualified voters of the city on grounds of incompetency, misconduct or malfeasance in office.

Sec. 9.12. Petitions for recall of mayor.

Before the question of recall of the mayor shall be submitted to the registered and qualified voters of the city, a petition demanding such question to be submitted shall first be filed with the city secretary. Said petition shall be signed by qualified voters of the city equal in number to 20 25 percent or more of the number of ~~votes cast for governor~~ by registered and qualified voters of the city in the most recent general City election ~~at which that office was filled~~. Each signer must enter the date the petition is signed next to the signature. A signature may not be counted if the signer fails to date it or if the date of signing is earlier than 90 days before the date the petition is

submitted. In addition to the signature and date, the current voter registration number, printed name, and residence address must also appear by each name. There must be no less than 300 signatures on the petition.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.13. Petitions for recall of council members.

In each case where the recall of a council member is sought, the sections of this article, insofar as applicable, shall apply to the district from which the council member was elected or appointed, rather than the city as a whole. That is, the petition must be signed by 10 percent of the registered and qualified voters in the district, but in no event less than 50 such petitions from the district which the council member serves. Any such recall election shall be held only in the district which the council member represents.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.14. Form of recall petition.

The recall petition mentioned above must be addressed to the City Council of Palestine and must distinctly and specifically point out the grounds for removal, and shall specifically state each ground with such certainty as to give the officer sought to be removed, notice of the matters and things supporting the charges. The petition shall be verified by oath in the following form:

THE STATE OF TEXAS)(
COUNTY OF ANDERSON)(

I, _____, being first duly sworn, on oath depose that I am one of the signers of the above petition, that the statements made therein are true, that each signature on the petition was made in my presence on the day and date it purports to have been made, and that each signature is the genuine signature of the person whose name it purports to be.

SUBSCRIBED and SWORN to before me this _____ day of _____, A.D. ____.

	Notary Public, The State of Texas
--	-----------------------------------

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.15. Various papers constituting petition.

The petition may consist of one or more copies or subscription lists circulated separately and the signatures on the petition may be upon the paper or papers containing the form of petition, or upon any other papers attached to the petition. Verifications provided for in this charter may be made by one or more petitions, and the several parts of copies of the petition may be filed separately and by different persons; but no signatures to such petition shall remain effective or be counted which were placed thereon more than 60 days prior to the filing of such petition or

petitions with the city secretary. All papers comprising a recall petition shall be filed with the city secretary on the same day, and the city secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice to the council member's **Palestine** address.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.16. Presentation of petition to city council.

After the filing of the papers constituting the recall petition, the city secretary will present such petition to the city council at their next regular meeting in Palestine, Texas.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.17. Public hearing to be held.

The officer whose removal is sought may, within five **business** days after such recall petition has been presented to the city council, request that a public hearing be held. In this event, the city council shall order such public hearing to be held, not less than 10 **business** days nor more than 20 **business** days after receiving the request, and shall publish notice of the hearing in a paper of general circulation within the city at least one time before such public hearing.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.18. Election to be called.

If the officer whose removal is sought does not resign, then it shall become the duty of the city council to order an election and fix a date for holding such recall election.

Sec. 9.19. Ballots in recall election.

Ballots used at recall elections shall conform to the following requirements:

- (a) With respect to each person whose removal is sought, the question shall be submitted, "Shall (name of person) be removed from the office of (name of office) by recall?"
- (b) Immediately below each such question, there shall be printed the following words, one above the other, in the order indicated:

YES (for recall)

NO (against recall)

Sec. 9.20. Result of recall election.

If a majority vote of the votes cast at such election be "YES," that is, for the recall, the officer shall, regardless of any technical defects in the recall petition, be deemed removed from office and the vacancy shall be filled as vacancies in the city council are filled. Otherwise, the officer shall

continue in office for the remainder of the unexpired term, subject to further recall as permitted by Section 9.21.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.21. Recall, restrictions thereon.

No recall petition shall be filed against any officer of the City of Palestine within three months after the officer's election, nor within three months after an election for such officer's recall.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 9.22. Failure of city council to call an election.

In case all of the requirements of this charter shall have been met and the city council shall fail or refuse to receive the recall petition, or order such recall election, or discharge any other duties imposed upon said city council by the provisions of this charter with reference to such recall, then the County Judge of Anderson County, Texas, shall discharge any of such duties herein provided to be discharged by the person performing the duties of city secretary or by the city council.

ARTICLE X. TAXATION

Sec. 10.1. Ad valorem tax.

The city council shall have power to assess, levy, and collect an annual tax upon taxable property not expressly exempted by law within the city, not to exceed the maximum provided by the constitution and laws of the State of Texas.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.2. Licenses.

The city shall have the right and power by ordinance to authorize the granting and issuance of licenses and permits and shall direct the manner of issuing and registering the same and fix the fees therefor.

Sec. 10.3. Franchise fee.

The city shall have the right and power to levy and collect annually a franchise fee from ~~any~~ applicable utility corporation using and occupying the public streets and grounds of the city, separately from the tangible property of such corporations, and to levy annually upon the property and shares of corporations, companies and corporate institutions as the same are now, or may be, assessed hereafter by the state laws, and shall have full power to enforce the collection of such taxes.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.4. Occupation tax.

The city shall have the right to assess and collect such occupational, license, and franchise taxes upon trades, professions, occupations, and any business transactions carried on in said city as may be authorized by the laws of the State of Texas, but the amount so levied and collected shall not exceed one-half of the amount levied by the State of Texas for the same trades, professions, occupations, vocations, or businesses.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.5. Taxes, when due and payable.

All taxes due the City of Palestine, shall be payable to the office of the city tax assessor/collector or the officer empowered to collect taxes, and may be paid at any time after the tax rolls for the year have been completed and approved. Taxes shall be paid on or before January 31st, and all such taxes not paid prior to such date shall be declared delinquent and shall be subject to such penalty and interest as may be provided by state law. The city council may by ordinance provide that all taxes, either current or delinquent due the city, may be paid in installments.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.6. Seizure and sale of personal property.

The assessor/collector of taxes, or any other officer empowered by law and, if required, by interlocal agreement to collect taxes, shall have the power and authority to seize and sell personal property subject to ad valorem taxation, if the tax owed is delinquent, under the provisions of Chapter 33, Subchapter B, of the Texas Tax Code, or any successor state law.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.7. Tax liens.

The tax levy by the city is hereby declared to be a lien, charge, or encumbrance upon the property which the tax is due, which lien, charge, or encumbrance the city is entitled to enforce and foreclose in any court having jurisdiction; and the lien, charge or encumbrance on the property in favor of the city for the amount of the taxes due on such property gives the state courts jurisdiction to enforce and foreclose the liens on the property on which the taxes are due, not only as against any resident of the state or person whose residence is unknown, but also as against nonresidents. All taxes upon real estate shall specifically be a lien and a charge upon the property upon which the taxes are due, which lien may be foreclosed in any court having jurisdiction.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.8. Tax levy.

The city council at ~~its first regular~~ a meeting ~~in September of each year in accordance with State law, or as soon thereafter as practicable,~~ shall levy the annual ad valorem tax for such year,

but special taxes or assessments allotted by this charter may be levied, assessed, and collected at such time as the council may provide.

Sec. 10.9. Tax suits.

The city shall have full power to provide for the prompt collection, by suit or otherwise, of delinquent taxes assessed, levied, and imposed, and is hereby authorized and empowered to sell or cause to be sold all property, real and personal, and shall make such laws and regulations and enact all such ordinances as are deemed necessary for collection of any taxes provided in this charter. The city may employ an attorney other than the city attorney to assist in, and file suits for, the collection of the delinquent taxes.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.10. Description of property in tax suits.

In any suit by the city for the collection of any delinquent taxes where it shall appear that the description of property upon which taxes are due is not sufficient upon the assessment rolls to identify such property, the city shall have the right to set upon its pleadings a good sufficient description of such property, to prove that it is the property upon which such taxes are due, and to have its judgment foreclosing its taxes the same as if such property were fully described upon the assessment rolls.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.11. Payment of taxes.

All moneys arising from the collection of taxes levied for the payment of interest and sinking funds on bonded indebtedness shall be maintained in a separate fund to be designated as the "Interest and Sinking Fund," and a separate account kept of the funds applicable to each bond issue, and all moneys arising from the collection of taxes for general purposes shall be maintained in a separate fund to be designated as the "General Fund."

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.12. Irregularities shall not invalidate.

No irregularities in the time or manner of making or returning the city's assessment rolls, or the approval of such rolls, shall invalidate any assessment.

Sec. 10.13. ~~Correction of assessments.~~ RESERVED.

~~The city council shall have the power to appoint a board of equalization to hear complaints about and correct erroneous assessments and to readjust any assessment found to be erroneous, except as where otherwise provided by law.~~

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.14. Property tax code.

The assessment, equalization, and collection of taxes shall be governed by the laws of the State of Texas.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 10.15. Other taxes.

The city council shall have the authority to assess and collect such other taxes as are authorized by state law.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

ARTICLE XI. MISCELLANEOUS PROVISIONS

Sec. 11.1. Power to enact rules, regulations, ordinances.

The city council shall have power, subject to the restrictions herein contained, to make all rules, regulations, and ordinances which may be necessary and proper for carrying into effect the powers specified herein.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 11.2. Continuation of laws.

All rules, regulations, and ordinances of the city, or of the city council and other departments of the city which shall be in force when this charter takes effect, and which are not in conflict with this charter, shall remain in full force and effect until amended, altered, or repealed by the city council.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 11.3. ~~Proof of ordinance; ordinance book.~~ RESERVED.

~~The ordinances, resolutions, rules, and bylaws of the city council may be proved as prima facie by a book of printed ordinances of the city, purporting to be printed by authority of the city, or by copies of the ordinances, resolutions, rules, or bylaws certified by the city secretary to be a true record of the ordinances, resolutions, rules, or bylaws.~~

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 11.4. Ordaining clause.

The style of the ordinances of the city shall be: "Be it ordained by the City Council of the City of Palestine."

Sec. 11.5. Publication of ordinances; codification exempt.

Every ordinance imposing a penalty, fine, imprisonment or forfeiture for its violation shall after passage be published on the city's website and printed in a ~~daily~~ paper published in the city two times within ten days, and shall not take effect until ten days after such publication has been completed. The city secretary shall note on such ordinances as are required to be published the fact that the same have been published as required by the charter, and the date of such publication, which shall be prima facie evidence of such publication, provided that the provisions of this section shall not apply to zoning laws or revision and codification of the ordinances of the city as the council may from time to time adopt.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 11.6. Conflict with state penal laws.

Nothing herein contained shall ever be construed, in any manner, to suspend, modify, or abridge any penal law of the State of Texas, and the penal laws of the state shall ever be in full force and effect and in no manner repealed or suspended by any provision of this charter; but the city council may enact any ordinance not in conflict with the penal laws of the state.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 11.7. Costs, bond in legal proceedings.

The City of Palestine may institute and prosecute suits without giving security for costs, and may appeal from any judgment or decree without supersedeas or cost bond.

Sec. 11.8. Contracts.

The city council shall prescribe in the procedure manual the method to be followed in requesting, receiving, opening, and awarding contracts. Any bid involving an anticipated outlay in excess of one-tenth percent of the annual city budget shall be opened at a city council meeting where a majority of the council is present; however, the council may establish a lesser limit than one-tenth percent of the annual city budget by so prescribing in the procedure manual. The bids shall remain on file, open for inspection, in the city secretary's office at least 48 hours before the contract may be awarded. The procedure manual shall include rules permitting emergency expenditures which might exceed one-tenth percent of the annual budget. It shall include rules concerning bonding requirements. No contract shall be binding upon the city unless it has been signed by the mayor, or by the city manager if authorized by the council, and countersigned by the city secretary.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 11.9. Areas where sale of alcoholic beverages permitted.

It shall be ~~un~~lawful to locate, maintain, or conduct any place where spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication are sold at retail within the corporate

limits of the City of Palestine, Texas, as they are now, or as they may hereafter be established, ~~except on the following streets: Spring Street between Tennessee Avenue and Houston Street; Main Street, between Tennessee Avenue and where it intersects with Avenue A; Oak Street, between Tennessee Avenue and where it intersects with Avenue A; Sycamore Street, between the Missouri-Pacific Railroad and where it intersects with Spring Street; Avenue A, and that portion of Church Street, between its intersection with Avenue A and its intersection with Lacy Street, and including the 100 North and 200 North blocks of Church Street~~ and in accordance with all established city ordinances and state law.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018; Ord. No. O-18-20, § 1(Exh. A), 7-27-2020, approved by voters on 11-3-2020)

Sec. 11.10. This charter to be controlling.

The jurisdiction and power conferred on the City of Palestine by this charter shall supersede the authority of each and all other municipal corporations previously existing by the name of the City of Palestine, and exercising any authority over any parts of the territory included within the boundaries of the City of Palestine, as prescribed by this charter.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)

Sec. 11.~~11~~12. Periodic review of charter.

The City Council shall provide for a review of the Charter no later than 5 years following the most recent review. For the purposes of this section, a review of the Charter means a comprehensive article-by-article review of the Charter by the City Council with a vote on whether to refer amendments to the citizens, or the appointment by the City Council of a charter review committee and the receipt of a report by the Council of a review from that committee.

(Ord. No. O-7-18, 2-12-2018, as approved by voters as shown on Ord. No. O-19-18, 5-14-2018)



Agenda Date: January 13, 2025
To: City Council
From: Shannon Davis, Fire Department Chief
Agenda Item: November and December 2024 Fire Monthly Reports
Date Submitted: 12/03/2024

SUMMARY:

November and December 2024 Fire Monthly Reports

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

November 2024 Report
December 2024 Report



Monthly Incident Type Breakdown

INCIDENT TYPE	NUMBER OF CALLS
111 - Building fire	1
114 - Chimney or flue fire, confined to chimney or flue	1
118 - Trash or rubbish fire, contained	3
131 - Passenger vehicle fire	1
140 - Natural vegetation fire, other	1
143 - Grass fire	1
151 - Outside rubbish, trash or waste fire	1
152 - Garbage dump or sanitary landfill fire	1
160 - Special outside fire, other	1
311 - Medical assist, assist EMS crew	98
320 - Emergency medical service incident, other	27
321 - EMS call, excluding vehicle accident with injury	2
322 - Motor vehicle accident with injuries	10
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	10
400 - Hazardous condition, other	1
411 - Gasoline or other flammable liquid spill	1
412 - Gas leak (natural gas or LPG)	4
440 - Electrical wiring/equipment problem, other	4
444 - Power line down	5
462 - Aircraft standby	1
463 - Vehicle accident, general cleanup	1
480 - Attempted burning, illegal action, other	2
510 - Person in distress, other	1
531 - Smoke or odor removal	1
542 - Animal rescue	1
550 - Public service assistance, other	1
553 - Public service	5
561 - Unauthorized burning	4
600 - Good intent call, other	1
611 - Dispatched & canceled en route	3

Monthly Incident Type Breakdown

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



INCIDENT TYPE	NUMBER OF CALLS
622 - No incident found on arrival at dispatch address	2
651 - Smoke scare, odor of smoke	4
700 - False alarm or false call, other	18
735 - Alarm system sounded due to malfunction	1
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	1
Total	223

Description: Incident Call Types for Month

Criteria: Incident Type in (100 - Fire, other, 111 - Building fire, 112 - Fires in structure other than in a building, 113 - Cooking fire, confined to container, 114 - Chimney or flue fire, confined to chimney or flue, 115 - Incinerator overload or malfunction, fire confined, 116 - Fuel burner/boiler malfunction, fire confined, 117 - Commercial Compactor fire, confined to rubbish, 118 - Trash or rubbish fire, contained, 120 - Fire in mobile prop. used as a fixed struc., other, 121 - Fire in mobile home used as fixed residence, 122 - Fire in motor home, camper, recreational vehicle, 123 - Fire in portable building, fixed location, 130 - Mobile property (vehicle) fire, other, 131 - Passenger vehicle fire, 132 - Road freight or transport vehicle fire, 133 - Rail vehicle fire, 134 - Water vehicle fire, 135 - Aircraft fire, 136 - Self-propelled motor home or recreational vehicle, 137 - Camper or recreational vehicle (RV) fire, 138 - Off-road vehicle or heavy equipment fire, 140 - Natural vegetation fire, other, 141 - Forest, woods or wildland fire, 142 - Brush or brush-and-grass mixture fire, 143 - Grass fire, 150 - Outside rubbish fire, other, 151 - Outside rubbish, trash or waste fire, 152 - Garbage dump or sanitary landfill fire, 153 - Construction or demolition landfill fire, 154 - Dumpster or other outside trash receptacle fire, 155 - Outside stationary compactor/compacted trash fire, 160 - Special outside fire, other, 161 - Outside storage fire, 162 - Outside equipment fire, 163 - Outside gas or vapor combustion explosion, 164 - Outside mailbox fire, 170 - Cultivated vegetation, crop fire, other, 171 - Cultivated grain or crop fire, 172 - Cultivated orchard or vineyard fire, 173 - Cultivated trees or nursery stock fire, 200 - Overpressure rupture, explosion, overheat other, 210 - Overpressure rupture from steam, other, 211 - Overpressure rupture of steam pipe or pipeline, 212 - Overpressure rupture of steam boiler, 213 - Steam rupture of pressure or process vessel, 220 - Overpressure rupture from air or gas, other, 221 - Overpressure rupture of air or gas pipe/pipeline, 222 - Overpressure rupture of boiler from air or gas, 223 - Air or gas rupture of pressure or process vessel, 231 - Chemical reaction rupture of process vessel, 240 - Explosion (no fire), other, 241 - Munitions or bomb explosion (no fire), 242 - Blasting agent explosion (no fire), 243 - Fireworks explosion (no fire), 244 - Dust explosion (no fire), 251 - Excessive heat, scorch burns with no ignition, 300 - Rescue, EMS incident, other, 311 - Medical assist, assist EMS crew, 320 - Emergency medical service incident, other, 321 - EMS call, excluding vehicle accident with injury, 322 - Motor vehicle accident with injuries, 323 - Motor vehicle/pedestrian accident (MV Ped), 324 - Motor vehicle accident with no injuries., 331 - Lock-in (if lock out , use 511), 340 - Search for lost person, other, 341 - Search for person on land, 342 - Search for person in water, 343 - Search for person underground, 350 - Extrication, rescue, other, 351 - Extrication of victim(s) from building/structure, 352 - Extrication of victim(s) from vehicle, 353 - Removal of victim(s) from stalled elevator, 354 - Trench/below-grade rescue, 355 - Confined space rescue, 356 - High-angle rescue, 357 - Extrication of victim(s) from machinery, 360 - Water & ice-related rescue, other, 361 - Swimming/recreational water areas rescue, 362 - Ice rescue, 363 - Swift water rescue, 364 - Surf rescue, 365 - Watercraft rescue, 370 - Electrical rescue, other, 371 - Electrocution or potential electrocution, 372 - Trapped by power lines, 381 - Rescue or EMS standby, 400 - Hazardous condition, other, 410 - Combustible/flammable gas/liquid condition, other, 411 - Gasoline or other flammable liquid spill, 412 - Gas leak (natural gas or LPG), 413 - Oil or other combustible liquid spill, 420 - Toxic condition, other, 421 - Chemical hazard (no spill or leak), 422 - Chemical spill or leak, 423 - Refrigeration leak, 424 - Carbon monoxide incident, 430 - Radioactive condition, other, 431 - Radiation leak, radioactive material, 440 - Electrical wiring/equipment problem, other, 441 - Heat from short circuit (wiring), defective/worn, 442 - Overheated motor, 443 - Breakdown of light ballast, 444 - Power line down, 445 - Arcing, shorted electrical equipment, 451 - Biological hazard, confirmed or suspected, 460 - Accident,

Monthly Incident Type Breakdown

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



potential accident, other, 461 - Building or structure weakened or collapsed, 462 - Aircraft standby, 463 - Vehicle accident, general cleanup, 471 - Explosive, bomb removal (for bomb scare, use 721), 480 - Attempted burning, illegal action, other, 481 - Attempt to burn, 482 - Threat to burn, 500 - Service Call, other, 510 - Person in distress, other, 511 - Lock-out, 512 - Ring or jewelry removal, 520 - Water problem, other, 521 - Water evacuation, 522 - Water or steam leak, 531 - Smoke or odor removal, 540 - Animal problem, other, 541 - Animal problem, 542 - Animal rescue, 550 - Public service assistance, other, 551 - Assist police or other governmental agency, 552 - Police matter, 553 - Public service, 554 - Assist invalid, 555 - Defective elevator, no occupants, 561 - Unauthorized burning, 571 - Cover assignment, standby, moveup, 600 - Good intent call, other, 611 - Dispatched & canceled en route, 621 - Wrong location, 622 - No incident found on arrival at dispatch address, 631 - Authorized controlled burning, 632 - Prescribed fire, 641 - Vicinity alarm (incident in other location), 650 - Steam, other gas mistaken for smoke, other, 651 - Smoke scare, odor of smoke, 652 - Steam, vapor, fog or dust thought to be smoke, 653 - Smoke from barbecue, tar kettle, 661 - EMS call, party transported by non-fire agency, 671 - HazMat release investigation w/no HazMat, 672 - Biological hazard investigation, none found, 700 - False alarm or false call, other, 710 - Malicious, mischievous false call, other, 711 - Municipal alarm system, malicious false alarm, 712 - Direct tie to FD, malicious false alarm, 713 - Telephone, malicious false alarm, 714 - Central station, malicious false alarm, 715 - Local alarm system, malicious false alarm, 721 - Bomb scare - no bomb, 730 - System malfunction, other, 731 - Sprinkler activation due to malfunction, 732 - Extinguishing system activation due to malfunction, 733 - Smoke detector activation due to malfunction, 734 - Heat detector activation due to malfunction, 735 - Alarm system sounded due to malfunction, 736 - CO detector activation due to malfunction, 740 - Unintentional transmission of alarm, other, 741 - Sprinkler activation, no fire - unintentional, 742 - Extinguishing system activation, 743 - Smoke detector activation, no fire - unintentional, 744 - Detector activation, no fire - unintentional, 745 - Alarm system activation, no fire - unintentional, 746 - Carbon monoxide detector activation, no CO, 751 - Biological hazard, malicious false report, 800 - Severe weather or natural disaster, other, 811 - Earthquake assessment, 812 - Flood assessment, 813 - Wind storm, tornado/hurricane assessment, 814 - Lightning strike (no fire), 815 - Severe weather or natural disaster standby, 900 - Special type of incident, other, 911 - Citizen complaint) AND **Creation Date** from 2024-11-01 00:00:00 to 2025-01-01 00:00:00



Monthly Incident Type Breakdown

INCIDENT TYPE	NUMBER OF CALLS
100 - Fire, other	2
111 - Building fire	1
113 - Cooking fire, confined to container	1
118 - Trash or rubbish fire, contained	1
131 - Passenger vehicle fire	3
138 - Off-road vehicle or heavy equipment fire	1
251 - Excessive heat, scorch burns with no ignition	1
311 - Medical assist, assist EMS crew	130
320 - Emergency medical service incident, other	39
322 - Motor vehicle accident with injuries	6
324 - Motor vehicle accident with no injuries.	27
331 - Lock-in (if lock out , use 511)	1
381 - Rescue or EMS standby	1
400 - Hazardous condition, other	2
410 - Combustible/flammable gas/liquid condition, other	1
412 - Gas leak (natural gas or LPG)	9
440 - Electrical wiring/equipment problem, other	1
444 - Power line down	2
445 - Arcing, shorted electrical equipment	1
460 - Accident, potential accident, other	1
510 - Person in distress, other	1
542 - Animal rescue	1
550 - Public service assistance, other	2
551 - Assist police or other governmental agency	1
553 - Public service	2
561 - Unauthorized burning	1
600 - Good intent call, other	2
611 - Dispatched & canceled en route	6
622 - No incident found on arrival at dispatch address	1
651 - Smoke scare, odor of smoke	3
700 - False alarm or false call, other	17

Monthly Incident Type Breakdown

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



INCIDENT TYPE	NUMBER OF CALLS
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	2
744 - Detector activation, no fire - unintentional	1
Total	272

Description: Incident Call Types for Month

Criteria: Incident Type in (100 - Fire, other, 111 - Building fire, 112 - Fires in structure other than in a building, 113 - Cooking fire, confined to container, 114 - Chimney or flue fire, confined to chimney or flue, 115 - Incinerator overload or malfunction, fire confined, 116 - Fuel burner/boiler malfunction, fire confined, 117 - Commercial Compactor fire, confined to rubbish, 118 - Trash or rubbish fire, contained, 120 - Fire in mobile prop. used as a fixed struc., other, 121 - Fire in mobile home used as fixed residence, 122 - Fire in motor home, camper, recreational vehicle, 123 - Fire in portable building, fixed location, 130 - Mobile property (vehicle) fire, other, 131 - Passenger vehicle fire, 132 - Road freight or transport vehicle fire, 133 - Rail vehicle fire, 134 - Water vehicle fire, 135 - Aircraft fire, 136 - Self-propelled motor home or recreational vehicle, 137 - Camper or recreational vehicle (RV) fire, 138 - Off-road vehicle or heavy equipment fire, 140 - Natural vegetation fire, other, 141 - Forest, woods or wildland fire, 142 - Brush or brush-and-grass mixture fire, 143 - Grass fire, 150 - Outside rubbish fire, other, 151 - Outside rubbish, trash or waste fire, 152 - Garbage dump or sanitary landfill fire, 153 - Construction or demolition landfill fire, 154 - Dumpster or other outside trash receptacle fire, 155 - Outside stationary compactor/compacted trash fire, 160 - Special outside fire, other, 161 - Outside storage fire, 162 - Outside equipment fire, 163 - Outside gas or vapor combustion explosion, 164 - Outside mailbox fire, 170 - Cultivated vegetation, crop fire, other, 171 - Cultivated grain or crop fire, 172 - Cultivated orchard or vineyard fire, 173 - Cultivated trees or nursery stock fire, 200 - Overpressure rupture, explosion, overheat other, 210 - Overpressure rupture from steam, other, 211 - Overpressure rupture of steam pipe or pipeline, 212 - Overpressure rupture of steam boiler, 213 - Steam rupture of pressure or process vessel, 220 - Overpressure rupture from air or gas, other, 221 - 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Electrical wiring/equipment problem, other, 441 - Heat from short circuit (wiring), defective/worn, 442 - Overheated motor, 443 - Breakdown of light ballast, 444 - Power line down, 445 - Arcing, shorted electrical equipment, 451 - Biological hazard, confirmed or suspected, 460 - Accident, potential accident, other, 461 - Building or structure weakened or collapsed, 462 - Aircraft standby, 463 - Vehicle accident, general cleanup, 471 - Explosive, bomb removal (for bomb scare, use 721), 480 - Attempted burning, illegal action, other, 481 - Attempt to burn, 482 - Threat to burn, 500 - Service Call, other, 510 - Person in distress, other, 511 - Lock-out, 512 - Ring or jewelry removal, 520 - Water problem, other, 521 - Water evacuation, 522 - Water or steam leak, 531 - Smoke or odor removal, 540 - Animal problem, other, 541 - Animal problem, 542 - Animal rescue, 550 - Public service assistance, other, 551 - Assist police or other governmental agency, 552 - Police matter, 553 - Public service, 554 - Assist invalid, 555 - Defective elevator, no occupants, 561 - Unauthorized burning, 571 - Cover assignment, standby, moveup, 600 - Good intent call,

Monthly Incident Type Breakdown

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



other, 611 - Dispatched & canceled en route, 621 - Wrong location, 622 - No incident found on arrival at dispatch address, 631 - Authorized controlled burning, 632 - Prescribed fire, 641 - Vicinity alarm (incident in other location), 650 - Steam, other gas mistaken for smoke, other, 651 - Smoke scare, odor of smoke, 652 - Steam, vapor, fog or dust thought to be smoke, 653 - Smoke from barbecue, tar kettle, 661 - EMS call, party transported by non-fire agency, 671 - HazMat release investigation w/no HazMat, 672 - Biological hazard investigation, none found, 700 - False alarm or false call, other, 710 - Malicious, mischievous false call, other, 711 - Municipal alarm system, malicious false alarm, 712 - Direct tie to FD, malicious false alarm, 713 - Telephone, malicious false alarm, 714 - Central station, malicious false alarm, 715 - Local alarm system, malicious false alarm, 721 - Bomb scare - no bomb, 730 - System malfunction, other, 731 - Sprinkler activation due to malfunction, 732 - Extinguishing system activation due to malfunction, 733 - Smoke detector activation due to malfunction, 734 - Heat detector activation due to malfunction, 735 - Alarm system sounded due to malfunction, 736 - CO detector activation due to malfunction, 740 - Unintentional transmission of alarm, other, 741 - Sprinkler activation, no fire - unintentional, 742 - Extinguishing system activation, 743 - Smoke detector activation, no fire - unintentional, 744 - Detector activation, no fire - unintentional, 745 - Alarm system activation, no fire - unintentional, 746 - Carbon monoxide detector activation, no CO, 751 - Biological hazard, malicious false report, 800 - Severe weather or natural disaster, other, 811 - Earthquake assessment, 812 - Flood assessment, 813 - Wind storm, tornado/hurricane assessment, 814 - Lightning strike (no fire), 815 - Severe weather or natural disaster standby, 900 - Special type of incident, other, 911 - Citizen complaint) AND **Creation Date** from 2024-12-01 00:00:00 to 2025-02-01 00:00:00



Agenda Date: January 13, 2025
To: City Council
From: Christophe Trahan, Economic Development Director
Agenda Item: PEDC Monthly Report November/December 2024
Date Submitted: 01/08/2025

SUMMARY:

November/December 2024 Economic Development Monthly Report

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

PEDC Report Nov-Dec 2024



Economic Development Activities- November/December 2024

Business Retention & Expansion

- BRE Visit with Danny Miller Custom Cabinetry to discuss expansion opportunities on 11/14.
- Attended the Association of Career & Technical Education Vision Conference in San Antonio from Dec 4-6. Courses attended:
 - Strategies to Recruit the CTE Educator Workforce
 - How Industrial-Grade 3D Printing Transforms Education
 - Programming FANUC Robots for Industry Applications
 - Leveraging Local Businesses to Create Work-Based Learning Experiences
 - Conquering Barriers of Effective CTE Awareness for Economically Disadvantaged Students

Prospects

PEDC November leads: 0

No. of open leads

14

New & Small Business Development

- Attended TEDC Webinar – Driving Economic Development through Revolving Loan Fund Programs on 11/20.
- Attended Palestine Main St. Merchants meeting on 11/14.

Targeted Marketing & Attraction

- Completed drafting of TSRA development agreement. Presenting to TSRA board at their next meeting – date TBD.
- Hosted regional EDC workforce collaboration lunching in Palestine on 11/15.

Incentives/Infrastructure & Quality of Life

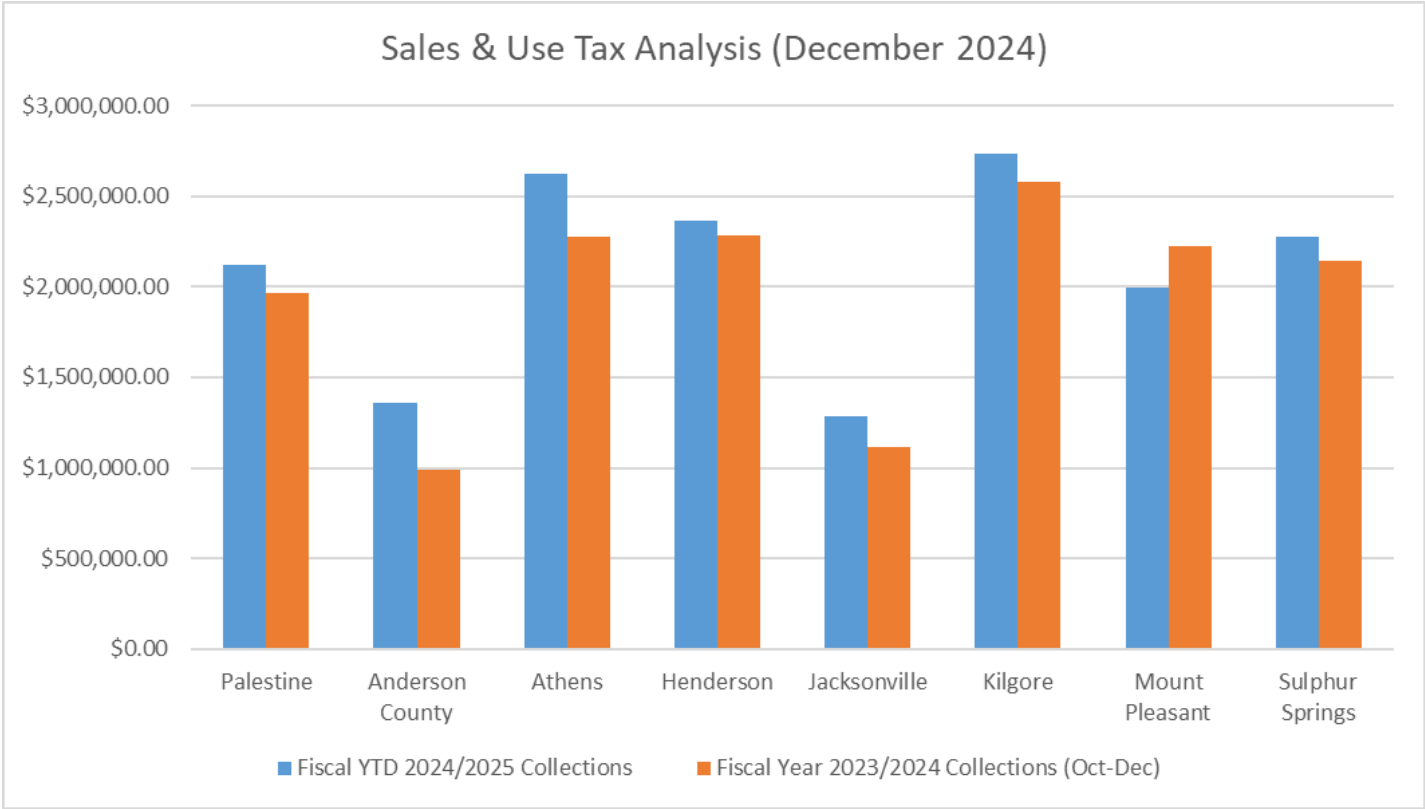
- Support UT Tyler – Palestine & TVCC initiatives: Schedule & Coordinate Med School Dean community visit, Contract work with TVCC HDJT Grant, TVCC Campus Visit,
- Drafting & Negotiation of incentives for Palestine Mall project.
- Contract drafting & administration of Downtown Capital Improvement Grant Program.

➤ Retail Sector

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

Collection:	Period	Net Payment	Net Payment	Net Change
		Current Year 2024/2025	Prior Year 2023/2024	
Palestine	Dec	\$697,694.93	\$554,830.79	20.5%
	Fiscal YTD	\$2,118,575.38	\$1,962,534.38	7.4%
Anderson County	Dec	\$408,525.18	\$365,231.78	10.6%
	Fiscal YTD	\$1,362,330.34	\$989,812.23	27.3%
Athens	Dec	\$882,246.43	\$701,114.71	20.5%
	Fiscal YTD	\$2,623,062.60	\$2,275,484.90	13.3%
Henderson	Dec	\$852,746.95	\$756,001.71	11.3%
	Fiscal YTD	\$2,363,343.68	\$2,285,120.14	3.3%
Jacksonville	Dec	\$401,370.14	\$292,276.49	27.2%
	Fiscal YTD	\$1,287,515.03	\$1,118,686.14	13.1%
Kilgore	Dec	\$857,773.15	\$830,426.72	3.2%
	Fiscal YTD	\$2,734,208.46	\$2,576,588.07	5.8%
Mount Pleasant	Dec	\$726,655.80	\$716,431.01	1.4%
	Fiscal YTD	\$1,993,707.38	\$2,221,485.94	-11.4%
Sulphur Springs	Dec	\$765,665.87	\$623,854.40	18.5%
	Fiscal YTD	\$2,276,224.88	\$2,146,157.06	5.7%

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



➤ **Workforce Data**

Unemployment Rates in Anderson & Index Counties – October 2024:

Anderson County – 3.7%

State of Texas – 4.1%

Henderson County – 4.2%

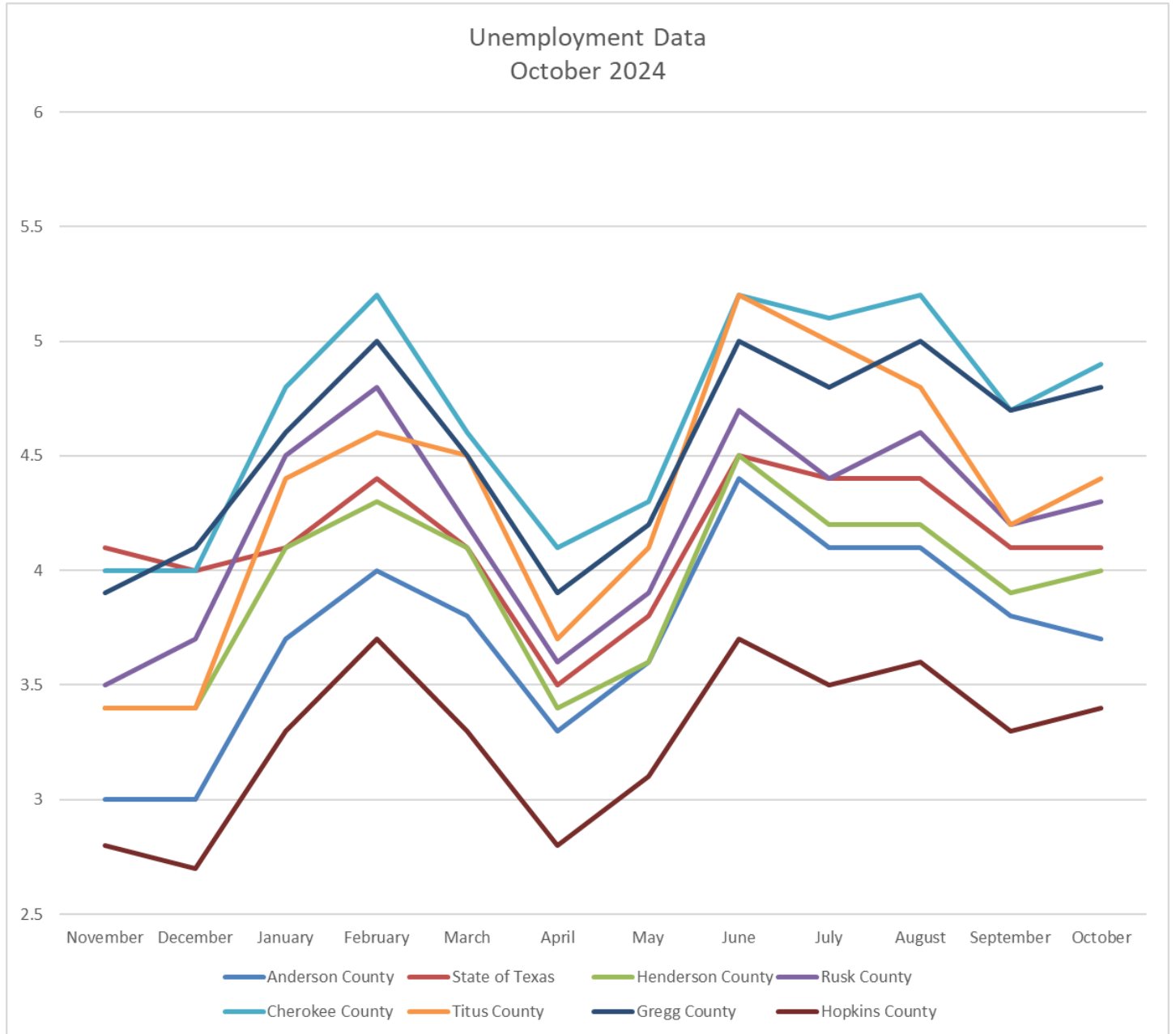
Rusk County – 4.3%

Cherokee County – 4.9%

Titus County – 4.4%

Gregg County – 4.8%

Hopkins County – 3.4%



Source: Texas Labor Market Information

Strategic Plan – Activity Chart

[illegible]



Agenda Date: January 13, 2025
To: City Council
From: Susan Davis, Planning Technician
Agenda Item: Development Services Report December 2024
Date Submitted: 01/08/2025

SUMMARY:

Development Services Report for December 2024.

RECOMMENDED ACTION:

No action is necessary.

CITY MANAGER APPROVAL:

Attachments

Department Report



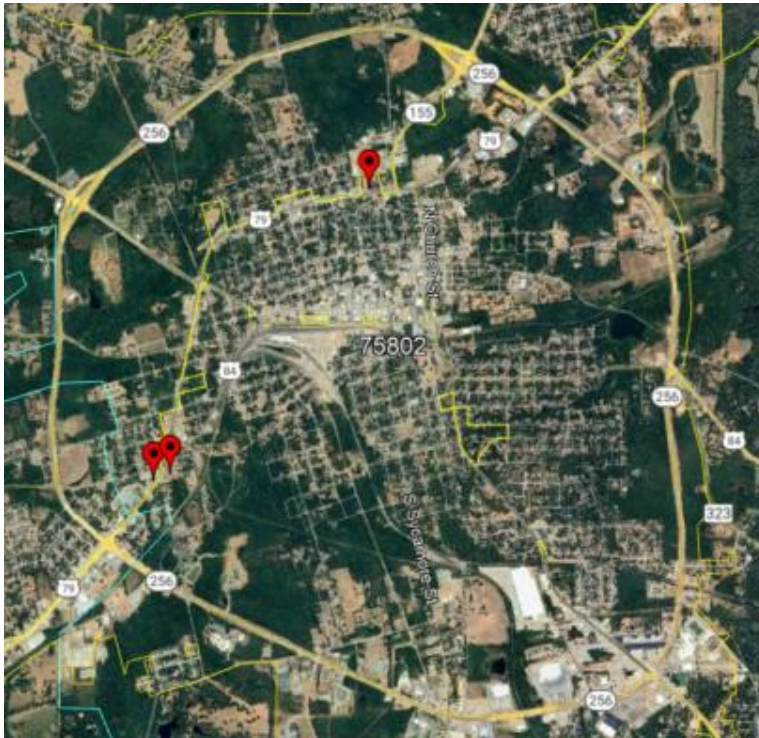
DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
DECEMBER 1-31, 2024

PERMITTING TOTALS

BUILDING and LICENSE PERMITS

Permit Type	December Permit Count	December Permit Fees	Permit Count / Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	5	\$10,716	31	\$91,418
CERTIFICATE OF OCCUPANCY	4	\$240	18	\$1,370
DRIVEWAY	0	0	2	\$100
FENCE	1	\$50	4	\$200
ROOFING	3	\$206.67	16	\$1,235.67
DEMOLITION	2	\$225	8	\$375
RIGHT OF WAY	0	0	3	\$1,300
COMMERCIAL ELECTRICAL	4	\$315	8	\$630
RESIDENTIAL ELECTRICAL	10	\$1,239	54	\$7,119
MECHANICAL	1	\$105	4	\$420
GAS TEST	13	\$1365	27	\$2,835
PLUMBING	5	\$420	12	\$1,298
SIGN	2	\$300	8	\$600
SPECIFIC USE	0	0	2	\$225
CONTRACTOR LICENSE	0	0	17	\$2,125
HEALTH PERMITS	1	\$50	44	\$9,850
ZONING VERIFICATION LETTERS	1	\$30	4	\$120
PLAT	0	0	5	\$1,000
COMMERCIAL FILMING	1	0	1	\$0
Totals:	53	\$26,975.70	265	\$122,220.67

CERTIFICATE OF OCCUPANCY ISSUED Name	Address	Description
SUPER 8 BY WYNDHAM	205 E PALESTINE AVE	HOTEL/CHANGE OF OWNERSHIP
TROY SMART	1907 W OAK ST	CLEAN AND SHOW ONLY
PRONTO GYROS & PIZZA, LLC	1800 W OAK ST	RESTAURANT

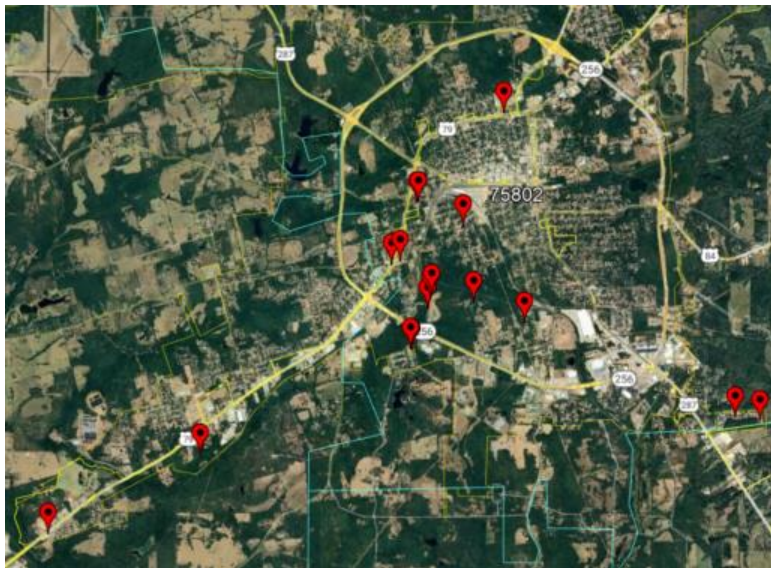


PERMITTING PROJECTS / NEW BUSINESS OCCUPANCIES

RESIDENTIAL CONSTRUCTION IN PROGRESS

Address	Square Feet	Estimated Value
404 Cedarvale	4400	\$200,000
108 Elmwood Cir.	3295	\$225,000
110 Elmwood Cir.	3295	\$225,000
5475 W Oak St	Unknown	\$150,000
108 Cartmell Dr	2379	\$212,000
114 Richland Dr	3297	\$375,000
510 W Hamlett St	936	\$130,000
502 W Hamlett St	936	\$130,000
1613 S Magnolia St-Duplex	4800	\$200,000

1305 Cummins-Duplex	1960	\$175,000
103 Holly Tree	3970	\$275,000
800 Giraud-Duplex	2448	\$260,000
117 Cartmell Dr	2355	\$210,000
121 Cartmell Dr	2355	\$210,000
107 Cartmell Dr	2355	\$210,000
Total		\$3,187,000



COMMERCIAL CONSTRUCTION UNDER REVIEW

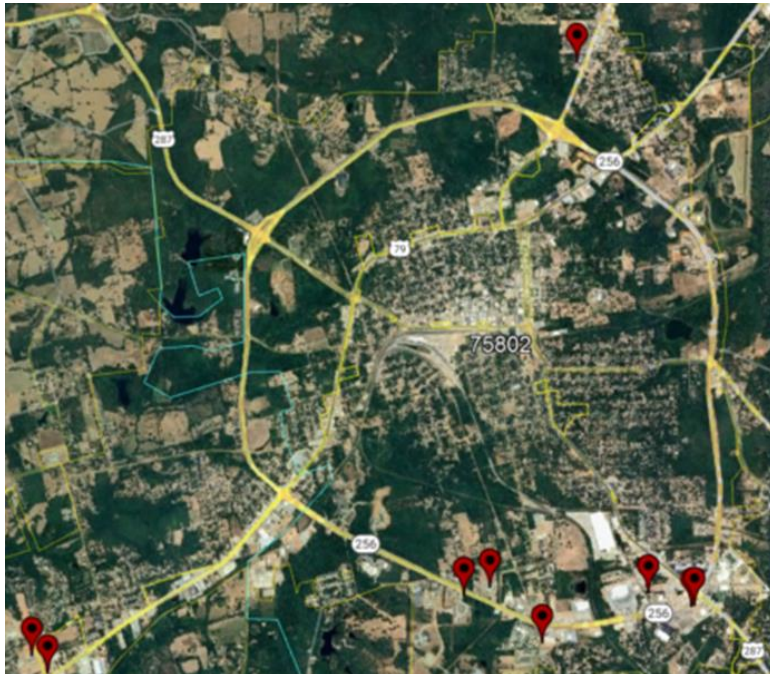
Name	Address	Description
XPRESS WELLNESS	1960 S LOOP 256 Ste 100	TENANT FINISH OUT
FOXHOUSE	3814 W OAK ST	PAVING

BUREAU VERITAS SUBMISSIONS

Project	Status
DOGWOOD CAFE	PENDING-AWAITING RESPONSE TO COMMENTS

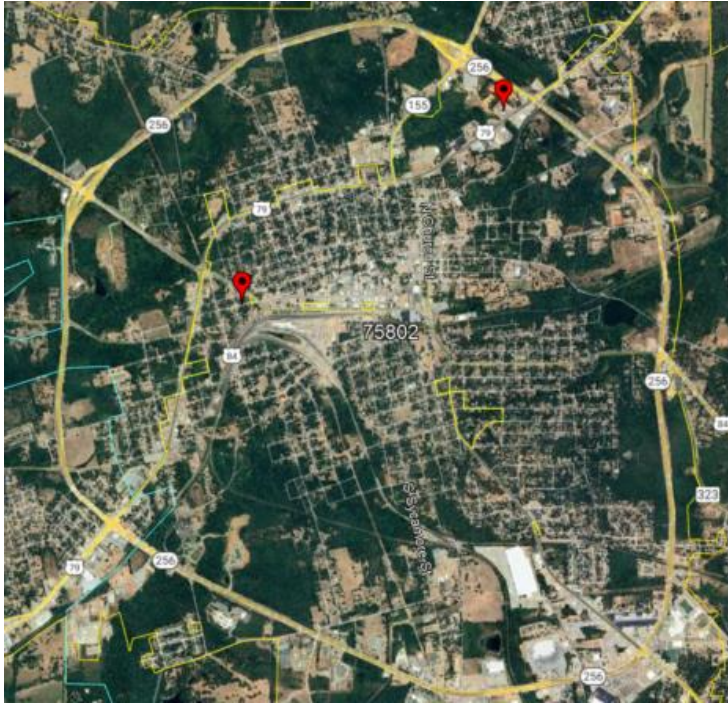
COMMERCIAL CONSTRUCTION IN PROGRESS

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



DEMOLITIONS

OWNER/CITY DEMOLISHED	ADDRESS
OWNER DEMOLISHED INTERIOR	1103 E PALESTINE AVE
OWNER DEMOLISHED	1111 W DEBARD





Agenda Date: January 13, 2025
To: City Council
From: Ana Sanchez, Library Director
Agenda Item: Library Report-December 2024
Date Submitted: 01/08/2025

SUMMARY:

Review the Library Director's report, including statistics and charts usage report for December 2024. Included is the January 2025 calendar of events.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

DEC24ST
DEC24CH
JAN25CAL

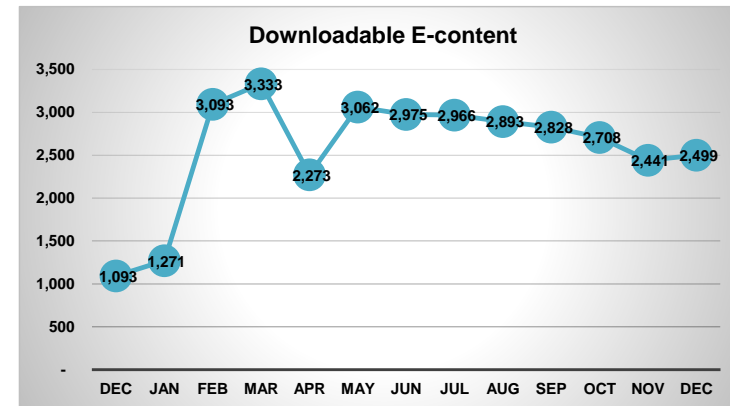
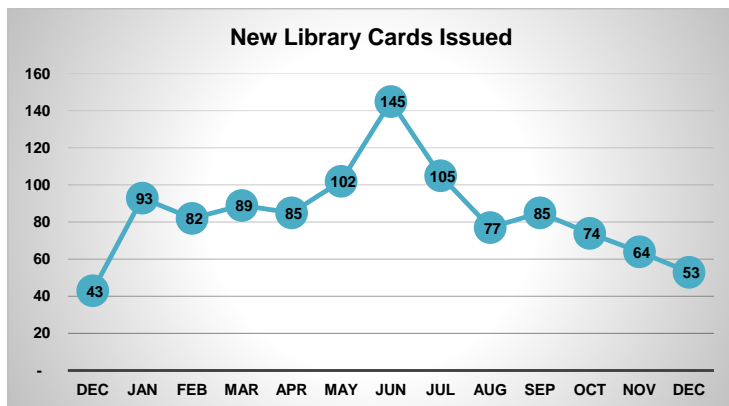
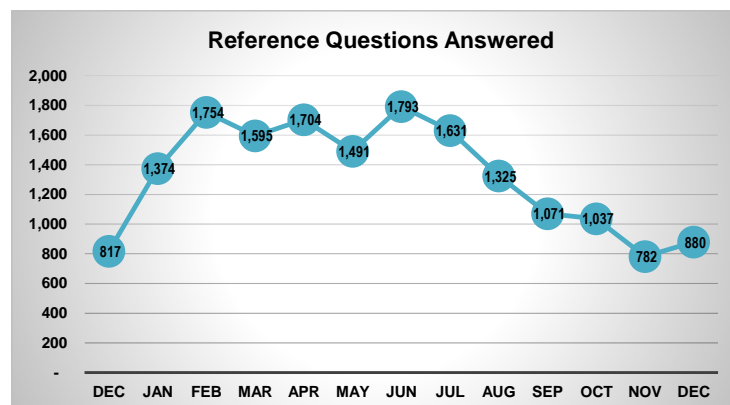
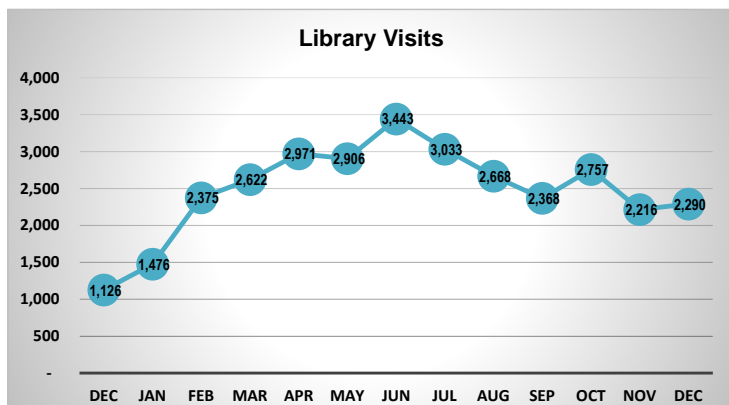
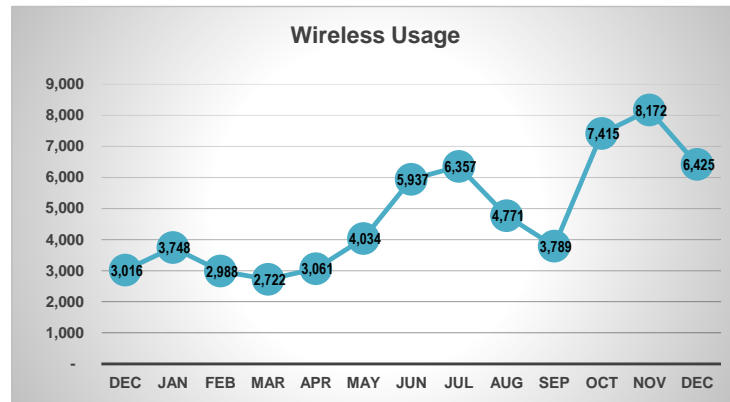
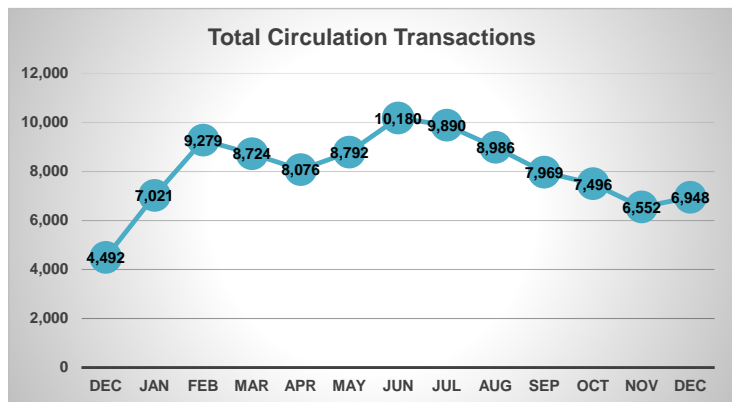
Library Usage Report

	2023	2024												
Operating Statistics	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Items circulated-Physical Materials (includes check out, check in, renewals, in-house)	3,399	5,750	6,186	5,391	5,803	5,730	7,205	6,924	6,093	5,141	4,788	4,893	4,449	68,353
Print	2,962	4,750	5,116	4,462	4,978	4,817	6,245	5,865	5,183	4,199	3,917	3,470	3,609	56,611
Audio	140	317	294	190	150	180	189	157	126	141	144	119	122	2,129
Video	297	683	776	739	675	733	771	902	784	801	727	522	718	8,831
Downloadable audio/ebook usage	1,093	1,271	3,093	3,333	2,273	3,062	2,975	2,966	2,893	2,828	2,708	2,441	2,499	32,342
Total Circulation Transactions	4,492	7,021	9,279	8,724	8,076	8,792	10,180	9,890	8,986	7,969	7,496	6,552	6,948	99,913
Downloadable checkouts as % of total checkouts	24.33%	18.10%	33.33%	38.20%	28.15%	34.83%	29.22%	29.99%	32.19%	35.49%	36.13%	37.26%	35.97%	32.37%
In-House Use	301	355	501	414	387	501	568	440	359	253	361	340	359	4,838
Holds placed on items	26	38	50	19	24	30	29	35	32	23	24	37	20	361
Fines paid	\$268.85	\$708.08	\$774.30	\$523.99	\$ 460.91	\$ 638.84	\$ 671.99	\$ 708.70	\$ 377.99	\$ 329.46	\$ 343.19	\$ 266.84	\$ 479.05	6,283
Overdue notices sent	133	172	194	125	143	202	286	426	279	240	308	192	123	2,690
Items added	116	70	242	89	72	60	75	67	52	32	74	49	64	946
Items deleted	65	111	350	378	276	11	8	191	234	184	4	18	24	1,789
New library cards issued	43	93	82	89	85	102	145	105	77	85	74	64	53	1,054
Reference questions answered	817	1,374	1,754	1,595	1,704	1,491	1,793	1,631	1,325	1,071	1,037	782	880	16,437
Interlibrary Loan Borrow/Loan	3	18	17	9	26	10	6	6	13	10	15	11	10	151
Library visits	1,126	1,476	2,375	2,622	2,971	2,906	3,443	3,033	2,668	2,368	2,757	2,216	2,290	31,125
Youth/Family programs attendance	72	69	174	290	416	394	1,141	77	75	190	238	252	137	3,453
Adult programs attendance	80	62	47	67	316	43	29	50	51	78	153	83	229	1,208
Computer usage	199	391	368	519	522	470	546	511	427	476	480	347	459	5,516
Wireless usage	3,016	3,748	2,988	2,722	3,061	4,034	5,937	6,357	4,771	3,789	7,415	8,172	6,425	59,419

Program Attendance	
Youth-Passive	0
Youth -Active	124
Total	124
Teen-Passive	0
Teen Active	13
Total	13
Adult-Passive	145
Adult Active	84
Total	229
Total Programs Attendance	366

GED Class attendance: 15
 Stitched with Love: Hand crocheted or knit items
 Stockpot 30 hats 15 scarves
 Nursing 22 shawls
 homes

2024-2025 USAGE REPORT



January 2025

Sunday closed	Monday 10-6	Tuesday 10-6	Wednesday 10-6	Thursday 10-7	Friday 10-6	Saturday 10-1
			1 Closed New Year's Day	2 Art Night 5:30-6:30 @ Carnegie	3 Device Advice 10-11	4 Tai Chi 10:00AM
5	6 Lego Block Hour 4:30-5:30	7 Stitched with Love 10-12	8 Storytime 10:30 & 1:00	9 Teen Night D&D 5:30-7:00	10 Device Advice 10-11 Family Movie 3:30PM Little Women	11 Tai Chi 10:00AM Adult Paper-craft 10:30-12:30
12	13 Chess Meet Up 4:30-5:30	14 Stitched with Love 10-12	15 Storytime 10:30 & 1:00	16 Printmaking 5:30-6:30 @Carnegie	17 Device Advice 10-11 Felt Embroidery 4:30-5:30 @Carnegie	18 closed
19	20 closed Martin Luther King Jr	21 Stitched with Love 10-12	22 Storytime 10:30 & 1:00	23 Teen Night D&D 5:30-7:00 Brown Bag Lunch book talk@Noon	24 Device Advice 10-11	25 Tai Chi 10:00AM
26	27	28 stitched with Love 10-12	29 Storytime 10:30 & 1:00	30	31 Device Advice 10-11	





Agenda Date: January 13, 2025
To: City Council
From: Courtney Acklin, Court Administrator
Agenda Item: Municipal Court Report for December 2024
Date Submitted: 01/03/2025

SUMMARY:

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

- December's case volume (charges filed) and revenue increased from the previous month, as shown in the attached activity graphs.
- 58 warrants were issued.
- 90 warrants were cleared.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

Municipal Court Report for December 2024

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

		Traffic Misdemeanors		Non-Traffic Misdemeanors		Total
		Non-Parking	Parking	State Law	Ordinance	
1	New Cases Filed During Month	253	0	68	20	341

<u>Caseload Reporting - Primary Activity of the Court</u>	
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2	<u>Dispositions Prior to Trial:</u>					
A	Bonds Forfeited	0	0	0	0	0
B	Fined	36	0	26	4	66
C	Cases Dismissed	0	0	2	4	6
	Total Dispositions Prior to Trial	36	0	28	8	72

3	<u>Dispositions at Trial:</u>					
---	--------------------------------------	--	--	--	--	--

A	Plea of Guilty or Nolo Contendere	60	0	21	11	92
B1	Guilty by Judge	0	0	0	0	0
B2	Not Guilty by Judge	0	0	0	0	0
C1	Guilty by Jury	0	0	0	0	0
C2	Not Guilty by Jury	0	0	0	0	0
D	Dismissed at Trial	0	0	0	0	0
	Total Dispositions at Trial	60	0	21	11	92

4	<u>Cases Dismissed:</u>					
---	--------------------------------	--	--	--	--	--

A	After Driver Safety Course	7	0	0	0	7
B	After Deferred Disposition	5	0	0	0	5
C	After Proof of Financial Responsibility	2	0	0	0	2
D	Compliance Dismissal	20	0	6	0	26
	Total Categorized Dismissals	34	0	6	0	40

5	Community Service Ordered:	0	0	8	0	8
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6	Cases Appealed	0	0	0	0	0
	Totals 2,3,4,5	130	0	63	19	212

<u>Warrant Activity</u>	
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7	<u>Total Warrants Issued</u>	64		<u>Value of Warrants Issued</u>		\$20,437.00
8	<u>Total Warrants Cleared</u>	90		<u>Value of Warrants Cleared</u>		\$39,534.14

Juvenile Activity and Other Magistrate Functions					
10-01	Adoption	10-02	Child Abuse	10-03	Child Neglect
10-04	Child Support	10-05	Custody	10-06	Domestic Violence
10-07	Elder Abuse	10-08	Guardianship	10-09	Mental Health
10-10	Paternity	10-11	Probation	10-12	Sentencing
10-13	Traffic	10-14	Warrant	10-15	Other

9	Juvenile Activity				
A	ABC Code Offenses (Non-Driving)	1		10. DL Suspension Hearings	0
B	DUI Alcohol	0		11. Property Hearings	0
C	Health and Safety Code (Tobacco)	0		12. Search Warrants Issued	0
D	Transportation Code	3		13. Total Magistrate Warnings Given	39
E	Non-Traffic Offenses	0		A. Class C Misdemeanors Only	39
F	Waive Jurisdiction on Non-Traffic	0		B. Felonies/A and B Misdemeanors	0
G	Drug Paraphernalia	0			
				Total Court Fines and Fees	\$ 26,746.80

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

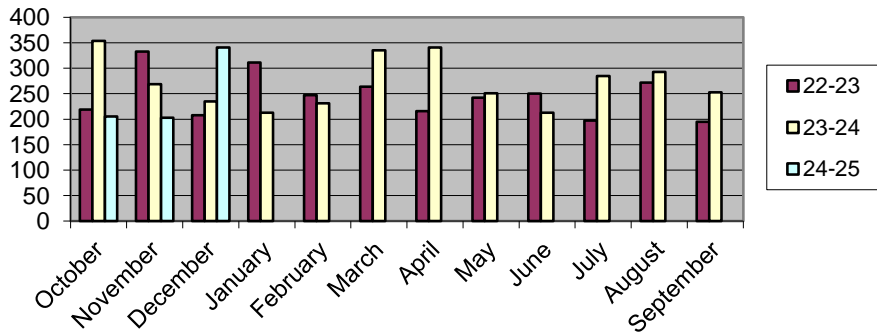
Charges Filed All Tickets and Other Complaints

	22-23	23-24	24-25
October	219	354	205
November	333	269	203
December	208	235	341
January	311	213	
February	247	231	
March	264	335	
April	216	341	
May	242	251	
June	250	213	
July	197	285	
August	272	293	
September	195	253	
Total	2954	3273	749

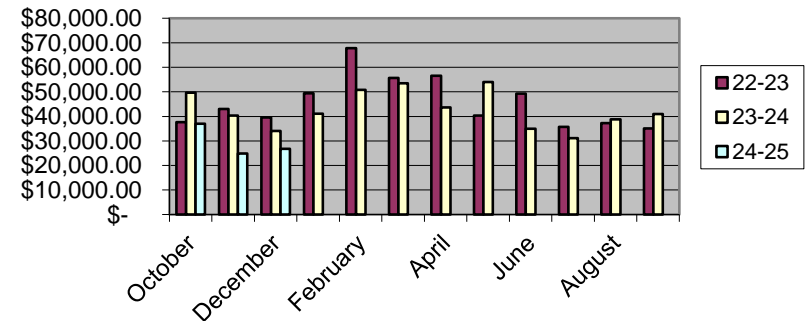
Revenue

	22-23	23-24	24-25
October	\$ 37,620.46	\$ 49,619.84	\$ 37,033.64
November	\$ 43,003.81	\$ 40,377.93	\$ 24,876.73
December	\$ 39,549.76	\$ 34,022.00	\$ 26,746.80
January	\$ 49,458.48	\$ 41,034.04	
February	\$ 67,843.30	\$ 50,782.19	
March	\$ 55,648.71	\$ 53,497.58	
April	\$ 56,502.49	\$ 43,584.43	
May	\$ 40,308.43	\$ 54,059.13	
June	\$ 49,331.30	\$ 34,928.90	
July	\$ 35,699.02	\$ 31,068.54	
August	\$ 37,304.07	\$ 38,726.26	
September	\$ 35,107.46	\$ 40,918.55	
Total	\$ 547,377.29	\$ 512,619.39	\$ 88,657.17

Charges Filed in Municipal Court

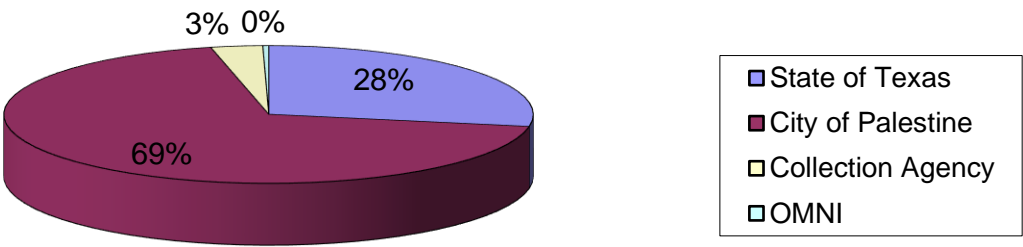


Revenue By Month



Where the Money Goes:

State of Texas	\$	7,443.98
City of Palestine	\$	18,360.10
Collection Agency	\$	845.40
OMNI	\$	97.32
Total Collections		\$ 26,746.80





Agenda Date: January 13, 2025
To: City Council
From: Patsy Smith, Parks and Recreation Director
Agenda Item: December 2024 Monthly Report
Date Submitted: 01/06/2025

SUMMARY:

December 2024 Parks and Recreation/Facility Maintenance Monthly Report

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

December Monthly 2024

Parks and Recreation Department

December 2024

Overview

The Parks and Recreation Department incorporates the following divisions.

Parks
Cemeteries
Lakes
Facilities Maintenance

The department includes 7 full time employees. The division oversees 38 individual locations totaling approximately 400 acres that are mowed and weedeated. We also clean 12 park restrooms (This includes toilets and sinks in all locations) daily M-F and handle all trash detail in the parks, cemeteries and Lakes including downtown.

Administration

- Prepared timesheets and turned in invoices for month
- Met with Street Department to assist with loading trees and moving them to library
- Met with Greg from Clear Choice to look at getting quote for new overhead door for storage area at warehouse
- Met with Linda Brown and Ana from library to discuss placement of 7 trees on lawn
- Called J&K electrician and Fire Marshal to look over plugs and cords being used for trees at library
- Director reset lights for train, trees at Reagan and Visitor Center as plugs keep tripping
- Spoke to Litter Abatement Officer regarding complaint regarding a dead tree by school
- Helped Casey CM Admin on putting float together for Christmas parade
- Made two Santa's Helper signs for float
- Went with Casey to Dollar Tree and I purchased wrapping paper and elf hats to be used on float
- Installed battery operated lights under each of the sitting seats for float
- Hooked up inverter and charged battery on trailer so could be used for float lights
- Met with delivery driver who was dropping off 30 new 8' barricades to be used during special events
- Ordered 30 new barricades for parks use during events
- Issued new winter jackets and caps to parks guys
- Ordered new flags for all city facilities
- Participated in Arbor Day celebration at library for the planting of two new trees

- Met with Eric with L&M Cleaning to discuss duties expected to be done by cleaning person at city hall as per contract
- Painted Parks on each new barricade that were recently purchased
- Attended council meeting on Monday 12-9-24
- Met with clear choice at city hall to see about getting back door fixed, found issue was with locking mechanism which Peace of Mind had to handle
- Called Peace of Mind to come fix camera facing gas pumps
- Worked on securing Christmas packages on float
- Took off wrapped packages from float and replaced with lighted packages
- Met with Asst. Fire Chief regarding getting bids to have overhead door painted at Fire Station 4 and 3
- Spoke to Parks and Wildlife on delivery of trout to Blue Lake was advised we will be getting 1700
- Showed facilities how to install bubble covers over electrical plugs library
- Received call from Chris Holman regarding him finding a live wire, called J&K to come disconnect power
- Put Christmas lights on city truck that was pulling float
- Met with Cleo from Walmart to pickup several trees they donated to the city for use
- Began investigating a situation with a parks employee during Christmas parade
- Began disassembling float and putting items upstairs for safe keeping
- Called Neches Plumbing to have a toilet repaired at Larry Street Park
- Director went to Reagan Park due to incident involving back window of 612. Found that head rack was loose and shifted forward striking corner of window causing it to shatter
- Worked with HR regarding personnel matter in parks
- Wednesday handled more disciplinary issues within division
- Met with Mary Ann and Mike Sercey regarding repairs to railroad museum building and possibly being reimbursed \$2,000 for them making repairs
- Met with CM regarding reimbursement for railroad museum
- Went to City Cemetery regarding two cut down crape myrtles and looked and found one was completely dead while the other was cut back, should make a full return
- Drew up a rough sketch of how I wanted Parks guys to build new float that will be used by Council in each parade
- Attended staff meeting on Tuesday 12-17
- Met with 3 staff and Asst. Director regarding personnel issue
- Removed a piece of carpet from a tree display at library, placed on railing and contacted organizer to have group remove
- Met with facilities to teach him how to stake a tree properly at library
- Met with parks guys to show them what items were to be placed on pallets for next auction
- Met with manager at Walmart to obtain donated inflatables for city
- Worked with facilities to show him how to stake down inflatables on library lawn
- Placed wreath on front of city truck so it could be seen in parade

- Met with HR at Walmart to have parks guys assist with picking up hams and turkeys for city staff
- Assisted with handing out hams and turkeys to employees after they left from city event
- Assisted two parks guys with dumping empty boxes from hams and turkeys in dumpster at warehouse before going home
- Replaced a blower into the inflatable santa due to other one not working properly
- Met Clear Choice at warehouse to have new overhead door installed next to fleet
- Called L&M Cleaning to come redo the windows at city hall
- Walked the Library lawn to remove stakes that people left after taking their trees
- Called Clear Choice to see if they can fix double doors at library due to door sticking and being very difficult to open and close
- Went to all city locations and lowered all flags to half staff
- Took flags down at visitor center due to clasps breaking and they need new rope
- Took down inflatables at library and placed in storage
- Took out two fan motors so that repairs can be done on two inflatables

Goals: To place ADA equipment in all major parks.

Parks

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

Lakes

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

Cemeteries

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

Parks, Cemeteries, Lakes

- Future Projects:
- Put up solar powered outdoor lights at Basketball court Greens Park (Will look at 2025)
- Restripe lines on Basketball court Green's Park and Steven Bennett (SHORT TERM GOAL)
- Tear out drive area at Willie Meyers Parks by pavilion and put-up ballers around park area (WINTER 2025)
- Repair fence for Green's Park basketball court

PARKS MONTHLY REPORT DECEMBER 2024 LOCATIONS MOWED

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

PARKS PROJECTS COMPLETED DECEMBER 2024

Parks guys cleaned all leaves in front of city hall and library	All of parks crew participated in Arbor Day Celebration at library
All parks guys participated in loading and getting trees set in holes at library	Parks crew helped to fill in holes around newly planted trees and watered them
3 parks guys worked on removing rotted wood from header of door at fleet warehouse	1 parks guys painted new wood on overhead door
1 parks guy built a stand so Christmas tree could sit on it for the float	2 parks guys installed a metal ornament on back gate of float trailer
2 parks guys moved rest of pallet of trash bags into storage area	Parks guys filled in hog damage found at Memorial Cemetery
Parks guys filled in 8 sunken graves at City Cemetery	1 parks guy fixed a metal pole at back storage area that had fallen
Parks guys detailed their trucks	1 parks guy power washed ground area in front of gas pumps due to spill
Parks guys put out barricades for Christmas Parade	Parks guys put out concrete buckets for Chamber and Parade
1 parks guy drove city truck pulling Christmas float for council	3 parks guys, asst. director and facilities put out barricades for parade
2 parks guys picked up all barricades and buckets after parade	2 parks guys picked up 33 bikes and brought to warehouse to put together
1 parks guy took damaged trailer to welder to get repairs made	2 parks guys put remaining hams and turkeys in fridge city hall
Parks guys began taking down Christmas decorations at various locations	Parks guys assisted Development Services in locating a grave at City
Parks guys painted the platform for new council float	Parks guys power washed and sanitized park restrooms
Parks guys picked up large rock from CM and placed by dogwood tree out in sitting area	Parks guys painted fence posts at Wolf Creek Purple for no trespassing on dam

MAJOR ISSUES WHERE CONTRACTORS USED

Door Control Services repair glass doors city hall due to doors not opening	Neches Plumbing to repair toilet Larry Street Park
Clear Choice Glass to install new overhead door at auction warehouse	Clear Choice to fix back door city hall
Peace of Mind to repair wiring at back door city hall	J&K Electrical to install new GCFI plug outside visitor center

SAFETY ISSUES

Parks guys damaged trailer with tractor	
---	--

Rentals and Special Events

Rentals:

Facilities	Number of Rentals
Pavilion Rentals	0
Pavilion Non-Payment/Cancelled	
Athletic Fields (Mitchell Campbell/Calhoun)	1
Total Rentals Paid	1
Refunds Given	
Total Revenue Collected	\$80.00

Activities:

Special Events: NONE

Facility Maintenance Projects Completed DECEMBER 2024

- Attempted to fix back door of city hall, had to call clear choice and peace of mind to come fix issue
- Worked with Director on trying to fix several broken wires on Christmas Train
- Went to Braly's and picked up wiring caps and electrical tape for Director
- Assisted Director with securing lights to the council float trailer
- Took toilet paper and paper towels to library annex
- Took disinfectant to city hall at request of CM admin
- Went to Reagan Park and changed out batteries in sink lower restrooms
- Installed another light bulb in men's restroom at Willie Myers to only have it taken for 4th time
- With assistance from director was able to install 4 bubble covers at library
- Took trash bags to city hall customer service 3 times
- Gave box of trash bags to Fire Station 1
- Went to complex to look at possible live wire called J&K to come disconnect
- Assisted director with securing Christmas lights under seating on council float
- Helped director with making new signs and spray painting letters on signs for council float
- Changed air filters at multiple city locations
- Picked up shipment of flags at city hall and brought back to warehouse
- Changed flags out city hall
- Changed two light blubs at parks warehouse
- Changed lights out in Plan Tech office
- Assisted director with decorating doors in office for Christmas
- Assisted Dogwood Garden Club with staking trees at library
- Went to pool to top water level off and turn skimmer back on
- Reset plugs for Christmas decorations, spring street, visitor center, Reagan Park
- Tightened up loose swing Reagan Park
- Taped extension cords down on sidewalk in front of library
- Attended Arbor Day celebration for city
- Replaced soap dispensers in restroom area code enforcement
- Met with Director who showed me how to stake a tree upright for proper growth
- Assisted with block streets for Christmas parade as instructed by Asst. Director
- Went to Willie Myers and checked to make sure exposed wires had been fixed
- Assisted director with taking Christmas float apart and storing items in warehouse
- Called roofing company about leak at Fire Station 3 in bay area
- Assisted director with putting out inflatables at library and staking them
- Put up new Texas flag Fire Station 2
- Took extension cord to library for electrician to test light pole library
- Cleaned two vehicles so they were ready for Christmas parade
- Assisted parks guys with inflating tires on bikes and tightening up brakes
- Took cleaning person a box of D batteries for paper towel dispensers

- Assisted parks guys with building new platform for council float
- Dropped off 4 cases of water to visitor center
- Attended Christmas gathering at city hall
- Brought dolly to city hall so hams and turkeys could be moved
- Called door company to come fix sliding doors city hall
- Assisted director with taking down Christmas tree city hall and storing in warehouse

Christmas Decoration Being put up







New Council Float being Built







Christmas Parade Float for 2024





Bikes Being Put together for Crisis Center







Bikes being delivered to Crisis Center





Agenda Date: January 13, 2025
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Public Works December 2024 Monthly Report
Date Submitted: 01/08/2025

SUMMARY:

Public Works December 2024 Monthly Report

RECOMMENDED ACTION:

No required action.

CITY MANAGER APPROVAL:

Attachments

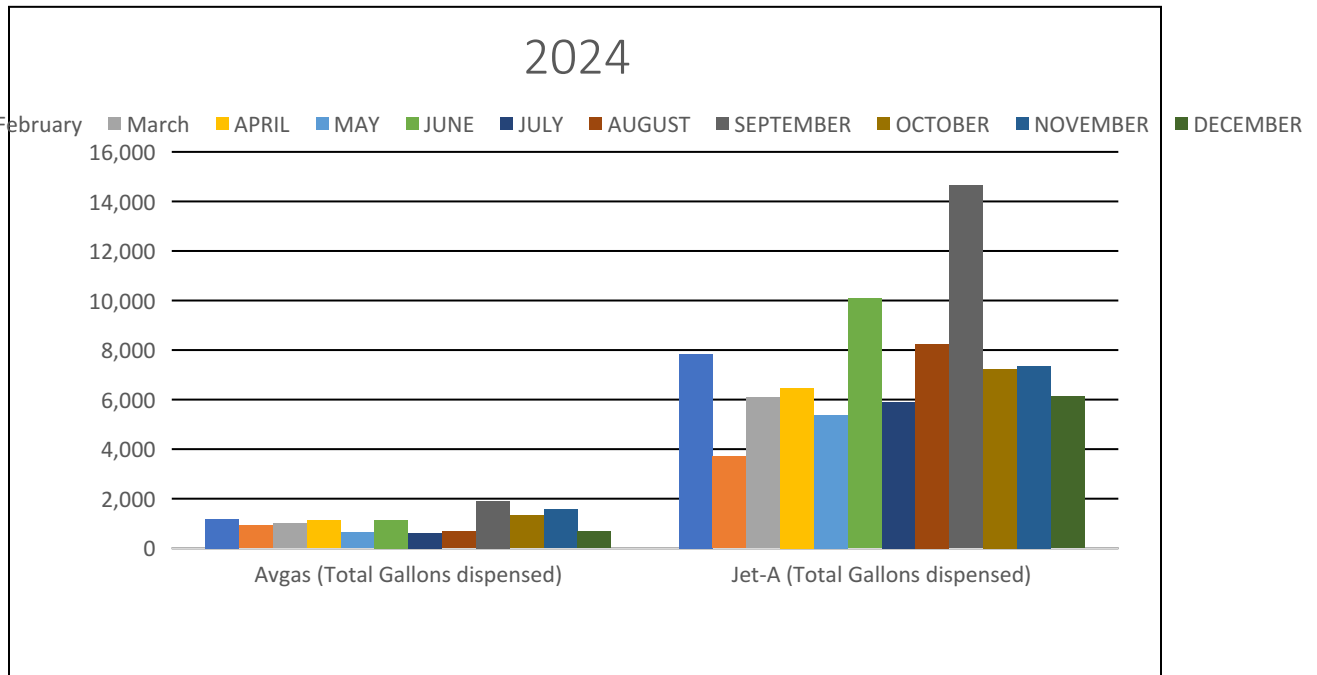
PW Monthly Report



AIRPORT MONTHLY REPORT – December 2024

Jet-A: 1,140,456.8

Avgas: 38,573



Utilities Monthly Report December 2024

Water Distribution	
Call Outs:	21
Taps Made:	
Taps Repaired:	
Feet of Lines Placed:	
Water Leaks Repaired:	2
Fire Hydrants Flushed / Gal. ; Water Loss:	40,500 gal
Fire Hydrants Repaired / Installed:	2
Valve box located:	4
Valve box installed:	2
Incerta Valve installed:	
Gate Valve replaced / Installed:	1
Meters	
Meter Valves replaced / Installed:	1
Meter box Replaced / Installed:	15
On Call Meters turned off:	3
On Call Meters turned on:	3
Meters Located:	
Meters Installed:	
3/4"	
1"	1
1 1/2"	10
2"	5
Bigger than 2"	
Wastewater Collection	
Sewer Basin's Cleaned:	
Sewer lines camera:	7
Trouble spots ran:	5
Sewer Mains Repaired:	1
Manhole Installed:	
Manholes Changed/Repaired:	1
Sewer Stoppage City:	12
Sewer Stoppage Private:	13
New Sewer Tap Installed:	
Sewer Services Repaired:	5
Sewer pipe installed (ft):	
Haul Dirt / Concrete Rip Rap:	10
ROW Mowed / Cleared:	1
On Call Trees:	
Vegetation Management:	

Hydro Excavate:	2
Engineering:	
Line Locates (ft):	8,600 feet
Tap application:	1

STREETS MONTHLY REPORT December

Asphalt	
Square feet of Asphalt Laid	6,991
Utility Cuts	18
Potholes filled	403
Square Feet of Chipseal Laid	0
Right of Way's	
Feet mowed of Street Right of Way	3,400/ .75 miles
Utility Right of Ways mowed / cleared	0
Trees removed from road / Right of Way	3
Compost Sight	
Number of Customers	229
Number of loads of Concrete Hauled	0
Number of loads of Illegal dumping Hauled	0
Number of loads of Dirt Hauled	0
Drainage	
Feet of drainage repaired	900
Feet of Drainage Installed	0
Feet of ditches dug out	0
Sweeping	
Feet of Street's Swept	99,360/ 19 miles
Day's assisting other Departments	
Utilities	0
Parks	0
Water Treatment Plant	0
Wastewater Treatment Plant	0
Code Enforcement	0



Agenda Date: January 13, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: Appointment to the Building and Standards Commission
Date Submitted: 01/09/2025

SUMMARY:

Consider the appointment of David Mattauer to Place 3, replacing Mark Thomas, to the Building and Standards Commission, with a term expiring on September 30, 2025.

RECOMMENDED ACTION:

CITY MANAGER APPROVAL:

Attachments

David Mettauer - Board Application

From: noreply@civicplus.com
To: [April Jackson](#)
Subject: Online Form Submittal: Board or Commission Application
Date: Tuesday, December 10, 2024 5:27:00 PM

Board or Commission Application

BOARD OR COMMISSION APPLICATION

First Name	David
Last Name	Mettauer
Date of Application	12/10/2024
Home Address	228 LISA LN
Home Phone	
Office Phone	<i>Field not completed.</i>
Cell Phone	
Email	
Are you a resident of Palestine?	Yes
How Many Years?	32
What is your Occupation?	retired
What is Your Place of Employment?	<i>Field not completed.</i>
I would like to serve on the following Board(s) and Commission(s):	Building and Standards Commission
Do you currently serve on any Boards or Commissions?	No
Will you submit to a background check and complete protective training if your Board or	Yes

Commission interacts
with children?

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

No

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

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

Owner of East TX Fire Protection 1994-2020, was member of
this Board for 2 years.

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

Electronic Signature
Agreement

I agree.

Electronic Signature

David R Mettauier

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

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



Agenda Date: January 13, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: Approval of Minutes
Date Submitted: 01/08/2025

SUMMARY:

Consider approval of minutes from December 9, 2024, and December 18, 2024.

RECOMMENDED ACTION:

Staff recommends approval of the minutes as presented.

CITY MANAGER APPROVAL:

Attachments

December 9, 2024, Minutes
December 18, 2024, Minutes

DRAFT



MINUTES

The City Council of the City of Palestine convened for a regular meeting on December 9, 2024, at 4:45 p.m. for the Work Session and at 5:30 p.m. for the Regular Meeting in the Council Chambers at City Hall, 504 N. Queen Street, Palestine, Texas, with the following members present:

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

Also Present: Teresa Herrera, City Manager; April Jackson, City Secretary; Rezzin Pullum, City Attorney; Christophe Trahan, EDC Director; Andrew Sibai, Finance Director; Shannon Davis, Fire Chief; Lisa Cariker, Human Resource Director; Ana Sanchez, Library Director; Patsy Smith, Parks & Recreation Director; Susan Davis, Planning Tech.; Mark Harcrow, Police Chief; Jason Shelton, Interim Public Works Director; Cassie Ham, Tourism Marketing Manager

WORK SESSION

With a quorum present, Mayor Pro Tem Harmon called the Work Session to order at 4:45 p.m.

1. Update regarding Palestine Athletic Complex renovations. Patsy Smith, Parks and Rec. Director

Jacob Wheeler of Palestine Independent School District, Bob Breedlove of Brannon Corporation, and Mike Barham of Barham Architects, LLC presented the preliminary site plans for the Palestine Athletic Complex renovations. City Manager Herrera confirmed that the City has allocated one million dollars for Phase 1 of the renovations. Ms. Herrera also confirmed that the estimated cost for the renovations provided by Palestine I.S.D., excluding the lighting and turf, is approximately five million dollars. Council requested a detailed scope of work and a breakdown of the phases. Additionally, staff sought guidance from Council on whether to proceed with the project and secure funding. There was also a discussion about the property's history as a landfill, possible alternate locations for the athletic complex, and an environmental study of the land.

With no other business to come before Council, the Work Session was adjourned at 5:16 p.m.

REGULAR MEETING

A. CALL TO ORDER

Mayor Pro Tem Harmon called the regular meeting to order at 5:30 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Youth Minister Adam Torres of Living Springs Assembly of God and was followed by the Pledge of Allegiance.

C. PROPOSED CHANGES OF AGENDA ITEMS

There were no proposed changes to agenda items.

D. PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS

Robert Wilburn recognized City Manager Herrera for her efforts during the Fall City-Wide Cleanup; discussed the new power plant in Fairfield, Texas; and commended EDC Director Christophe Trahan and Finance Director Andrew Sibai.

Sherilyn Price discussed issues with stray dogs near her property.

E. CONFLICT OF INTEREST DISCLOSURES

No action was taken.

F. PUBLIC HEARINGS

1. Public hearing regarding an Ordinance for the full-purpose annexation of approximately an 18.63-acre tract of land situated in the Joseph Jordan Survey, Abstract No. 33, Anderson County, Texas, commonly known as Hidden Hills Addition, and approving a municipal service plan for said property and annexation into the City Limits of the City of Palestine. Teresa Herrera, City Manager

Ms. Herrera advised that the City received a formal request from JD Builders and Developers, LLC, to annex an 18.63-acre tract of land located within the Jordan Joseph Survey, known as Hidden Hills Addition, in Anderson County. The annexation is situated within the City's extraterritorial jurisdiction and is proposed to facilitate residential development. On November 18, 2024, City Council officially accepted the annexation request. In accordance with the Texas Local Government Code, a public hearing is required before Council can consider adopting any ordinance to approve the annexation.

Mayor Pro Tem Harmon opened the public hearing at 5:41 p.m. Bob Breedlove spoke in favor, and no one spoke in opposition. Mayor Pro Tem Harmon closed the public hearing at 5:42 p.m.

2. Public hearing regarding a Preliminary Plat for the Hidden Hills Addition, consisting of 18.63 acres situated in the Joseph Jordan Survey, Abstract 33, Anderson County, Texas. Susan Davis, Planning Tech.

Planning Tech. Susan Davis informed Council that the applicant, JD Builders and Developers, LLC, had attended a redevelopment meeting with city staff and submitted a request for annexation. She noted that the developer is currently working on the construction plans and final plat for Phase 1 of the development, which would be taken before the Planning and Zoning Commission for recommendation before City Council consideration. The Planning and Zoning Commission unanimously approved the Preliminary Plat on November 7, 2024, by a vote of 6-0.

Mayor Pro Tem Harmon opened the public hearing at 5:43 p.m. Bob Breedlove spoke in favor and no one spoke in opposition. Mayor Pro Tem Harmon closed the public hearing at

5:44 p.m.

3. Public hearing regarding a request for a Specific Use Permit for a retail furniture store at 330 East Spring Street, Suite B, Original, Block 169, Lot 11B-15B, Block 170, Lot 16B-20B, and Lot 21, 22. Susan Davis, Planning Tech.

Planning Tech. Susan Davis advised that the applicant was Palestine Furniture and was formerly located at 201 W. Oak Street. On November 12, 2024, twelve notices were mailed to property owners within 200 feet of the proposed specific use permit location. Two responses were received in favor of the request, and none were returned in opposition.

Mayor Pro Tem Harmon opened the public hearing at 5:46 p.m. and asked for anyone speaking for or against the request to do so. With no one speaking, Mayor Pro Tem Harmon closed the public hearing at 5:46 p.m.

G. CITY MANAGER'S REPORT

City Manager Herrera reported on the upcoming annual Christmas Parade of Lights, city cemetery drone mapping, and the Blue Santa Program. She also invited the public to enjoy hot cider and cookies in the lobby at City Hall and wished them a Merry Christmas and a Happy New Year.

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

The following departmental reports were provided:

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

H. BOARD APPOINTMENTS

1. Consider the reappointment of Joseph Thompson to Place 4 with a term to expire on December 31, 2025, to the Palestine Economic Development Corporation. Mitchell Jordan, Mayor

Motion by Council Member Kenneth Davidson, seconded by Council Member James Smith to approve the item as presented.

Vote: 6 - 0 - Unanimously

Other: Mayor Mitchell Jordan (ABSENT)

2. Consider the reappointment of Veer Patel to Place 5 and Charles Drane to Place 7, with a term to expire on December 31, 2026, to the Palestine Economic Development Corporation.
Mitchell Jordan, Mayor

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

Vote: 6 - 0 - Unanimously

Other: Mayor Mitchell Jordan (ABSENT)

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

Motion by Council Member Kenneth Davidson, seconded by Council Member James Smith to approve the item as presented.

Vote: 6 - 0 - Unanimously

Other: Mayor Mitchell Jordan (ABSENT)

I. **CONSENT AGENDA**

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

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

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

Vote: 6 - 0 - Unanimously

Other: Mayor Mitchell Jordan (ABSENT)

J. **REGULAR AGENDA**

1. Discussion and possible action regarding Palestine Athletic Complex renovations. Patsy Smith, Parks and Rec. Director

City staff requested a directive from Council regarding seeking funding for Palestine Athletic Complex renovations. In response, Council directed Finance Director Andrew Sibai to explore financing options for athletic complex upgrades. Additionally, Council requested that Palestine I.S.D. complete the drawings and specifications for the bid package so that it can be submitted for bidding. Council will also consider the contractual obligations with Brannon Corporation and Barham Architects, LLC. City Attorney Pullum advised Palestine I.S.D. to work with the architects on the environmental study.

Motion by Council Member Christopher Gibbs, seconded by Council Member Kenneth Davidson directing the City Manager to seek funding options for upgrades to the Palestine Athletic Complex, work with Palestine I.S.D. to develop a bid package with a goal of 2026 implementation, and take immediate action regarding the environmental survey impacts.

Vote: 6 - 0 - Unanimously

Other: Mayor Mitchell Jordan (ABSENT)

2. Discussion and possible action regarding an Ordinance for the full-purpose annexation of approximately an 18.63-acre tract of land situated in the Joseph Jordan Survey, Abstract No. 33, Anderson County, Texas, commonly known as Hidden Hills Addition, and approving a municipal service plan for said property and annexation into the City Limits of the City of Palestine. Teresa Herrera, City Manager **(Ordinance No. O-28-24)**

Motion by Council Member Sean Conner, seconded by Council Member Christopher Gibbs to approve the item as presented, adopting **Ordinance No. O-28-24**.

Vote: 6 - 0 - Unanimously

Other: Mayor Mitchell Jordan (ABSENT)

3. Discussion and possible action regarding a Preliminary Plat for the Hidden Hills Addition, consisting of 18.63 acres situated in the Joseph Jordan Survey, Abstract 33, Anderson County, Texas. Susan Davis, Planning Tech.

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

Vote: 6 - 0 - Unanimously

Other: Mayor Mitchell Jordan (ABSENT)

4. Discussion and possible action regarding a request for a Specific Use Permit for a retail furniture store at 330 East Spring Street, Suite B, Original, Block 169, Lot 11B-15B, Block 170, Lot 16B-20B and Lot 21, 22. Susan Davis, Planning Tech. **(Ordinance No. O-29-24)**

Motion by Council Member Kenneth Davidson, seconded by Council Member Christopher Gibbs to approve an ordinance granting a Specific Use Permit for a retail furniture store at 330 E. Spring Street, Suite B, also known as Original, Block 169, Lot 11B-15B, Block 170, Lot 16B-20B and Lot 21, 22, adopting **Ordinance No. O-29-24**.

Vote: 6 - 0 - Unanimously

Other: Mayor Mitchell Jordan (ABSENT)

5. Presentation regarding the 2023 Economic Impact of Tourism in Palestine, Texas. Cassie Ham, Tourism Marketing Manager

Tourism Marketing Manager Cassie Ham presented the 2023 Economic Impact of Tourism in Palestine, Texas.

6. Update regarding the City of Palestine Wayfinding Signage Project. Cassie Ham, Tourism Marketing Manager

Tourism Marketing Manager Cassie Ham provided updates on Phase 1 of the Wayfinding Signage Project. Ms. Ham also provided information on the project's history.

K. **MAYOR'S REPORT**

There was no report given.

L. **ITEMS FROM COUNCIL**

Council Member Gibbs wished everyone a Merry Christmas and a Happy New Year. Mr. Gibbs also discussed the Salvation Army Red Kettle Christmas Campaign and the Palestine Community Theatre Christmas Show.

Council Member Davidson invited everyone to the Christmas Parade of Lights and thanked Robert Wilburn for his public comment extending praise to city staff. Mr. Davidson also wished everyone a Merry Christmas and a Happy New Year.

Council Member Smith acknowledged his wife, city staff, and Council meeting attendees. He also wished everyone a happy holiday.

Council Member Woodard apologized for her absence in person and wished everyone a Merry Christmas and a Happy New Year.

Council Member Conner apologized for having to leave the meeting in person.

Mayor Pro Tem Harmon wished everyone a Merry Christmas and a Happy New Year.

M. **CLOSED SESSION**

Mayor Pro Tem Harmon announced that Council would go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 6:18 p.m.

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

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

N. RECONVENE IN REGULAR SESSION

Mayor Jordan reconvened Council into Open Session at 7:41 p.m.

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

No action was taken.

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

Motion by Mayor Pro Tem Ava Harmon, seconded by Council Member Kenneth Davidson for the City of Palestine to enter into a settlement agreement with Shane Bainum regarding airport hangar property.

Vote: 6 - 0 - Unanimously

Other: Council Member Sean Conner (ABSENT)

Motion by Council Member Christopher Gibbs, seconded by Council Member Kenneth Davidson authorizing the City Manager to hire local legal counsel for Palestine Municipal Airport litigation.

Vote: 6 - 0 - Unanimously

Other: Council Member Sean Conner (ABSENT)

O. ADJOURNMENT

With no other business to come before Council, the meeting was adjourned at 7:42 p.m.

PASSED AND APPROVED THIS 13TH DAY OF JANUARY 2025.

Mitchell W. Jordan, Mayor

ATTEST:

April Jackson, City Secretary

DRAFT



MINUTES

The City Council of the City of Palestine convened for a Special Meeting at 10:00 a.m. on December 18, 2024, in the Council Chambers at City Hall, 504 N. Queen Street, Palestine, Texas, with the following members present:

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

Absent: Mitchell Jordan, Mayor

Also: Teresa Herrera, City Manager; April Jackson, City Secretary; Rezzin Pullum, City

Present: Attorney; Christophe Trahan, EDC Director

SPECIAL MEETING

A. CALL TO ORDER

Mayor Pro Tem Harmon called the Special Meeting to order at 10:00 a.m.

B. PROPOSED CHANGES OF AGENDA ITEMS

There were no proposed changes to agenda items.

C. PUBLIC COMMENTS

There were no public comments.

D. CONFLICT OF INTEREST DISCLOSURES

No action was taken.

E. CLOSED SESSION

Mayor Pro Tem Harmon announced that Council would go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 10:02 a.m.

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

F. RECONVENE IN REGULAR SESSION

Mayor Pro Tem Harmon reconvened Council into Open Session at 10:23 a.m.

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

Motion by Council Member Christopher Gibbs, seconded by Council Member Sean Conner to approve the Chapter 380 Economic Development Agreement with Palestine Mall Redevelopment, LLC as presented.

Vote: 6 - 0 - Unanimously

G. **ADJOURNMENT**

With no other business to come before Council, the meeting was adjourned at 10:23 a.m.

PASSED AND APPROVED THIS 13TH DAY OF JANUARY 2025.

Mitchell W. Jordan, Mayor

ATTEST:

April Jackson, City Secretary



Agenda Date: January 13, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: Municipal Maintenance Agreement with Texas Department of Transportation
Date Submitted: 12/26/2024

SUMMARY:

The Texas Department of Transportation (TxDOT) has revised its municipal maintenance agreements and is requesting that cities update their existing agreements. This agenda item seeks approval from the City Council to adopt a resolution that authorizes the City Manager to enter into a Municipal Maintenance Agreement with TxDOT. The City of Palestine retains exclusive dominion, control, and jurisdiction over all public streets within its city limits. This agreement grants TxDOT the authority to maintain and manage its roadways within the City limits and outlines the responsibilities of both parties regarding maintenance, control, supervision, and regulation.

RECOMMENDED ACTION:

Staff recommends approval of the resolution as presented.

CITY MANAGER APPROVAL:

Attachments

Resolution
Municipal Maintenance Agreement - TxDOT

RESOLUTION NO. R- -25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AUTHORIZING THE CITY TO ENTER INTO A MUNICIPAL MAINTENANCE AGREEMENT WITH THE STATE OF TEXAS RELATING TO THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF PALESTINE; AUTHORIZING THE EXECUTION OF SUCH MUNICIPAL MAINTENANCE AGREEMENT; AND PROVIDING FOR SEVERABILITY, REPEALER, AN EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Palestine (“City”) and the Texas Department of Transportation (“TxDOT”) previously entered into a Municipal Maintenance Agreement on August 1, 2016; and

WHEREAS, the Texas Transportation Code §221.002 authorizes the TxDOT to enter agreements with municipalities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such municipalities; and

WHEREAS, the Texas Transportation Code §311.001(a) grants home rule municipalities exclusive control over and under the public highways within the municipality; and

WHEREAS, TxDOT has requested the replacement of the existing Municipal Maintenance Agreement with a revised version; and

WHEREAS, the Municipal Maintenance Agreement clearly delineates operational and maintenance responsibilities for State highways within the city between TxDOT and the City; and

WHEREAS, the City Council has determined that it is in the best interest of its citizens to enter into the Municipal Maintenance Agreement with TxDOT.

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

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

SECTION 2. The City Council authorizes the City Manager to execute a Municipal Maintenance Agreement between the State of Texas (“TxDOT”) and the City of Palestine (“City”) for the maintenance, control, supervision, and regulation of certain State highways and/or portions of State highways in the City of Palestine.

SECTION 3. A copy of the agreement is attached hereto as Exhibit “A” and incorporated herein for all purposes.

SECTION 4. Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

SECTION 5. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to matters regulated, herein.

SECTION 6. This Resolution shall take effect immediately upon its passage.

SECTION 7. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 13th day of January, 2025.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____, 20____, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____ (population _____, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as “State Maintained and Operated” highways in the document attached and incorporated as **Exhibit A**.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as “State Maintained and Operated” under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties’ written concurrence. Additional exhibits may also be added with both parties’ written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C.** This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
- 7.** Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.

 - A.** For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B.** Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
- 8.** The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways inside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
- 9.** The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
- 10.** New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B.** Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C.** Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D.** Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E.** Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F.** In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G.** Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H.** In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A.** Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C.** Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D.** Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E.** Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F.** Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G.** Perform mowing and litter pickup.
- H.** Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I.** Perform snow and ice control.
- J.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A.** Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B.** Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C.** Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D.** Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E.** Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F.** Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G.** Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A.** Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B.** When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C.** Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D.** Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E.** Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F.** Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H.** Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

- 1.** All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
- 2.** Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
- 3.** Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of _____

State of Texas

Signature

TxDOT District Engineer

Name

Name

Title

Date

Date



Agenda Date: January 13, 2025

To: City Council

From: April Jackson, City Secretary

Agenda Item: Resolution Authorizing a Multi-Use Agreement with TxDOT for Addition of ALPR Cameras

Date Submitted: 12/31/2024

SUMMARY:

This agenda item requests the City Council's approval to adopt a resolution that allows the City Manager to enter into a Multi-Use Agreement with the Texas Department of Transportation. This agreement will permit the installation and operation of Automated License Plate Recognition (ALPR) cameras within the Texas Department of Transportation right-of-way. The implementation of ALPR cameras aims to enhance public safety and assist the Police Department in its crime prevention efforts and strategies.

RECOMMENDED ACTION:

Staff recommends approval of the resolution as presented.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. R--25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palestine has determined the addition of Automatic License Plate Recognition (ALPR) Cameras will increase public safety and aid the Police Department in its crime prevention efforts and strategies; and

WHEREAS, the City Council desires to engage with the Texas Department of Transportation (TxDOT) and asks that Flock safety be allowed to place ALPR Cameras in TxDOT right-of-way on behalf of the City of Palestine; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to sign a Multi-Use Agreement with TxDOT.

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

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

SECTION 2. The City Council hereby authorizes the City Manager to enter into a Multi-Use Agreement with TxDOT for the installation and operation of ALPR Cameras in TxDOT right-of-way.

SECTION 3. Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

SECTION 4. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.

SECTION 5. This Resolution shall take effect immediately upon its passage.

SECTION 6. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas,
at a regular meeting held on this the 13th day of January, 2025.**

**MITCHELL JORDAN
MAYOR**

ATTEST:

APPROVED AS TO FORM:

**APRIL JACKSON
CITY SECRETARY**

**REZZIN PULLUM
CITY ATTORNEY**



Agenda Date: January 13, 2025
To: City Council
From: Christophe Trahan, Economic Development Director
Agenda Item: Consider approval of updated guidelines for the PEDC Downtown Grant Program.
Date Submitted: 01/07/2025

SUMMARY:

Consider approval of updated guidelines for the Palestine Economic Development Corporation Downtown Grant Program. Guidelines have been updated to clarify that general contracting fees and city permitting fees are not eligible costs for reimbursement by grant program funds.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

PEDC Downtown Grant Program Guidelines



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.
- 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.
- 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: January 13, 2025
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Consider Awarding Bid RFP 2024-021 - Waterline Replacement (Labor Only) on Carolina Street
Date Submitted: 01/08/2025

SUMMARY:

Consider awarding bid RFP 2024-021- Waterline Replacement (Labor Only) on Carolina Street to Garcia's Contractors Services, LLC, in the amount of \$263,800.00.

- Garcia's Contractors Services, LLC - \$263,800.00
- 4M Construction Services, Inc. - \$265,700.00
- East Texas Hydrovac, LLC - \$273,425.00
- Precision Terrain, LLC - \$319,830.00
- Warren Construction Services - \$358,398.00
- Duplichain Contractors, LLC - \$418,300.00
- McKinney & Moore of Texas, LLC - \$428,233.15

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-021 - Waterline Replacement (Labor Only) on Carolina Street to Garcia's Contractors Services, LLC.

CITY MANAGER APPROVAL:

Attachments

Bid
Bid Tab
Carolina St Map

ESTIMATE

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

garciascontractors13@gmail.com
+1 (903) 283-4529



Bill to

RFP 2024-021 - Waterline Replacement on
Carolina St (Labor Only)
City of Palestine
504 N Queen St
Palestine, Tx 75801
United States

Ship to

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

Estimate details

Estimate no.: 1035
Estimate date: 01/06/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Labor Only	Install 5,700' of 6" C900	20	\$5,700.00	\$114,000.00
2.	Labor Only	Install (22), one-inch services, then reduce at meter to ¾-inch (Long side)	22	\$750.00	\$16,500.00
3.	Labor Only	Install (15), one-inch services, then reduce at meter to ¾-inch (Short side)	15	\$750.00	\$11,250.00
4.	Labor Only	Install (13), fire hydrants with valves at main	13	\$2,000.00	\$26,000.00
5.	Labor Only	Kill out old mains and cap them off, pull all old Fire Hydrants and meters/boxes.		\$8,000.00	\$8,000.00
6.	Labor Only	Tie new 6' pipes to old lines		\$10,000.00	\$10,000.00
7.	Labor Only	Install (1), wet tap 6"x6% cast iron pipe	1	\$1,250.00	\$1,250.00
8.	Labor Only	Install 47 valves	47	\$750.00	\$35,250.00
9.	Labor Only	Bac-T		\$4,850.00	\$4,850.00
10.	Labor Only	Compaction Test		\$10,000.00	\$10,000.00
11.	Labor Only	Hydro Testing Pipe		\$6,000.00	\$6,000.00
12.	Labor Only	Saw Cutting	2.5	\$2,280.00	\$5,700.00

13. **Labor Only**

Mobilize

\$15,000.00

\$15,000.00

14.

SCHEDULE TO COMPLETE PROJECT
WITHIN 3 MONTHS IF WEATHER
PERMITS.

Total

\$263,800.00

Accepted date

Accepted by

**CITY OF PALESTINE – PUBLIC WORKS
TABULATION
WATERLINE REPLACEMENT ON CAROLINA (LABOR ONLY)
RFP 2024-021**

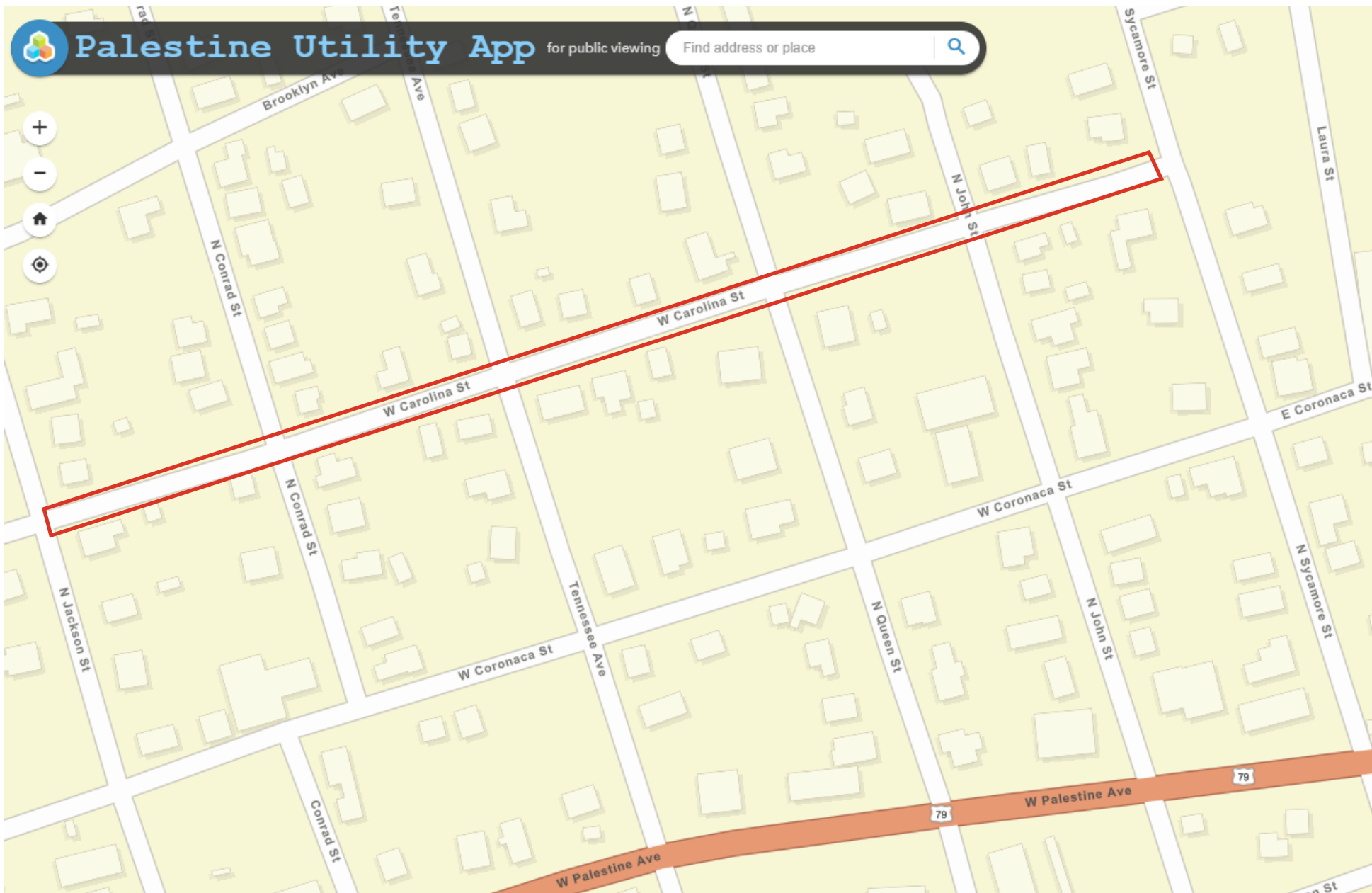
VENDOR	BID PROPOSAL	AWARDED
GARCIAS CONTRACTORS SERVICE, LLC 343 COUNTY RD 1501 RUSK, TX 75785 PHONE:903-283-4529	\$263,800.00	GARCIAS CONTRACTORS SERVICE, LLC 343 COUNTY RD 1501 RUSK, TX 75785 PHONE:903-283-4529
EAST TEXAS HYDROVAC LLC 2675 COUNTY RD 3804 ATHENS, TX 75752 903-644-8161	\$273,425.00	
DUPLICHAIR CONTRACTORS 100 ELKHART RD ALTO, TX 75925 PHONE:936-858-4100	\$418,300.00	
WARREN CONSTRUCTION 18230 WISTERIA ESTATES LANE CYPRESS, TX. 77429 903-721-6721	\$358,398.00	
4M CONSTRUCTION SERVICES INC PO BOX 100 POYNOR, TX. 75782 903-729-4505	\$265,700.00	
MCKINNEY AND MOORE OF TEXAS, LLC 105 N GILLESPIE AVE JACKSONVILLE, TX 75766 PHONE: 903-521-8621	\$428,233.15	

PRECISION TERRAIN, LLC PO BOX 1057 FRANKSTON, TX 75763 PHONE: 903-922-1153	\$319,830.00	



Palestine Utility App for public viewing

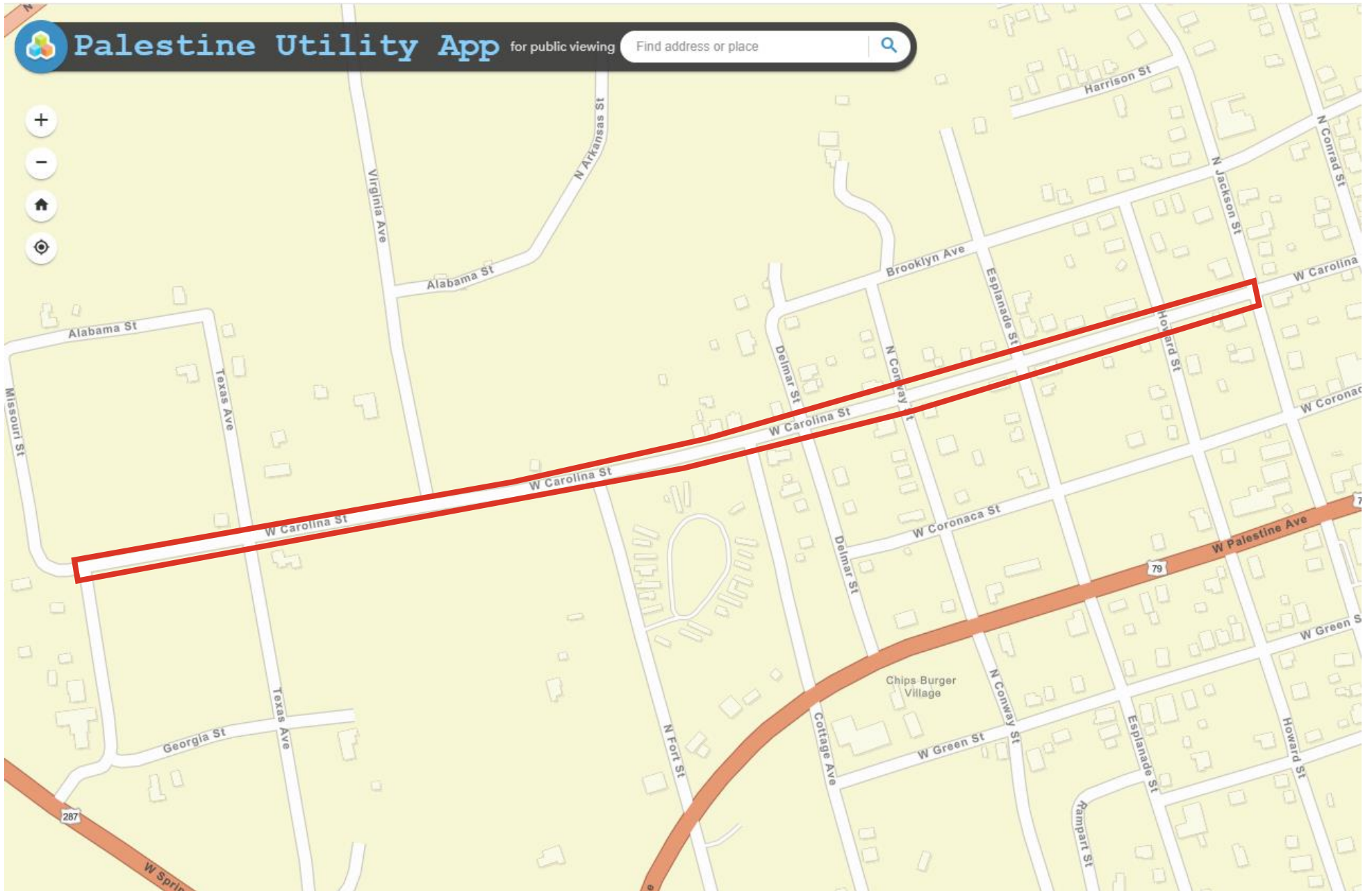
Find address or place





Palestine Utility App for public viewing

Find address or place





Agenda Date: January 13, 2025

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider Awarding Bid RFP 2024-022 - Waterline Replacement (Parts Only) on Carolina Street

Date Submitted: 01/08/2025

SUMMARY:

Consider awarding bid RFP 2024-022 - Waterline Replacement (Parts Only) on Carolina Street to APSCO Supply in the amount of \$201,365.50.

- APSCO Supply - \$201,365.50
- Johnson Lab and Supply, Inc - \$204,021.79
- Core & Main LP - \$204,524.44

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-022 - Waterline Replacement (Parts Only) on Carolina Street to APSCO Supply.

CITY MANAGER APPROVAL:

Attachments

Bid
Bid Tab



serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949



Quotation

EXPIRATION DATE	QUOTE NUMBER
01/02/2025	S1487073
APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 469.595.0243 Fax 325.672.0949	
PAGE NO.	
1 of 2	

QUOTE TO:

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
5456	CAOLINA ST		CHRIS 403	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	01/03/2025	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
6200ft	6C900 6 X 20' PVC C900 GASKET PIPE DR18	9.900/ft	61380.00	
15ea	A27804SILSTORZ 4' AVK HYDRANT SILVER WITH 5" STORZ	2875.770/ea	43136.55	
31ea	6MJSWT 6 MJ X SWIVEL TEE	199.180/ea	6174.58	
49ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	762.760/ea	37375.24	
286ea	UFR1500-ZA-6I	57.410/ea	16419.26	
6ea	6" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE 6.13SWAD 6 X 13 SOLID X SWIVEL ADAPTER	196.390/ea	1178.34	
37ea	345006B100AS-CP 6X1 SS SADDLE AND CTS CORP 6.84-7.64	262.080/ea	9696.96	
1ea	***SPECIAL ORDER ITEM*** FAST-700-6A 6" X 6" STAINLESS TAPPING SLEEVE WITH CARBON STEEL FLANGE	635.700/ea	635.70	
4ea	1.500CTS9 1" CTS X 500' BLUE ROLL DR-9 POLY	327.180/ea	1308.72	
100ea	INSERT52 1SDR9S 1" STAINLESS STIFFENER FOR SDR9 CTS POLY 12967	2.020/ea	202.00	
300ft	240B 2" PVC SCH40 PIPE BE	0.790/ft	237.00	
37ea	BA43-342WNL 3/4 METER COUPLING X 1 CTS ANGLE STOP	103.080/ea	3813.96	
37ea	DFW1300BO DFW 1300 BOX ONLY 13"X 18"X 12" -	15.490/ea	573.13	
37ea	DFW1200.3.LID SOLID PLASTIC BLUE LID	9.480/ea	350.76	
6ea	2TB45 2 THREADED BRASS 45 ELBOW	32.110/ea	192.66	
16ea	C84-77GNL 2" MIP X CTS G NUT FORD COUPLING	86.600/ea	1385.60	
3ea	6.2MJIPPLUG 6 MJ PLUG WITH 2 IP TAP DTP6	93.090/ea	279.27	
17ea	6MJCAP 6 MJ CAP	49.100/ea	834.70	
14ea	6MJLS 6" MJ LONG SLEEVE	109.360/ea	1531.04	

** Continued on Next Page *

Subtotal
S&H Charges
Estimated Tax

Amount Due



APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949



Quotation

EXPIRATION DATE	QUOTE NUMBER
01/02/2025	S1487073
APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 469.595.0243 Fax 325.672.0949	
PAGE NO. 2 of 2	

QUOTE TO:

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
5456	CAOLINA ST		CHRIS 403	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	01/03/2025	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
6000ft	BTW14 14G BLUE TRACER WIRE 22070 744110232	0.170/ft	1020.00	
5ea	1GPPLUBE GALLON PHOENIX PVC PIPE LUBRICANT 30601	17.530/ea	87.65	
46ea	I562S 24-36 ADJ VALVE BOX W/ LID VB262	87.410/ea	4020.86	
28ea	6MJ45 6 MJ 45	97.640/ea	2733.92	
4ea	8.6MJRED 8 X 6 MJ REDUCER	102.100/ea	408.40	
4ea	8MJCAP 8 MJ CAP	80.270/ea	321.08	
2ea	8MJLS 8 MJ LONG SLEEVE DML8	175.590/ea	351.18	
4ea	8MJ45 8 MJ 45 DEG ELL	142.140/ea	568.56	
200ft	8C900 8 X 20' PVC C900 DR18 GASKET PIPE	17.460/ft	3492.00	
22ea	UFR1500-ZA-8I 8" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	75.290/ea	1656.38	

Due to supply chain issues and a volatile market, product pricing is not protected and subject to change without notice

Cash, Check, & ACH Discount Incentive
All prices listed reflect a 3% Discount Incentive for Cash, Check, & ACH paying customers. Other forms of payment are still welcome, but those purchases will not be eligible for the discount, and the 3% will be added back into the final price upon checkout.

Subtotal	201365.50
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	201365.50

We are Apsco Supply and have been in business since 1928. The inside staff at the Quinlan location which will serve this contract have a combined 60 years' experience in the waterworks business. We currently service many annual contracts with cities throughout Northeast Texas. Please see some references below. We have key relationships with all the main manufacturers for water works material and keep an exceptionally large inventory so there are few delays in order fulfillment. We also have a fleet of delivery trucks to ensure the swift delivery of orders. Our salesman Chris has a 15 plus year relationship working with the city of Palestine and APSCO has been working with the city since we opened in this market in 2019.

City of Mabank Steve Barley 903-340-1010	City of Athens Marion Klutts 903-681-6509	Talty sud Corey Trail 469-446-0503
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**CITY OF PALESTINE – PUBLIC WORKS
TABULATION
WATERLINE REPLACEMENT ON CAROLINA ST (PARTS ONLY)
RFP 2024-022**

VENDOR	BID PROPOSAL	AWARDED
APSCO SUPPLY 6700 STATE HWY 34 QUINLAN, TX 75474 469-595-0243	\$201,365.50	APSCO SUPPLY 6700 STATE HWY 34 QUINLAN, TX 75474 469-595-0243
Core & Main 1907 Kurth Dr Lufkin, TX 75904 Phone:936-465-5735	\$204,524.44	
Johnson Lab & Supply 415 N Tennessee St Palestine, Tx 75801 Phone: 936-639-2341	\$204,021.79	



Agenda Date: January 13, 2025

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider Awarding Bid RFP 2024-023 - Waterline Replacement (Labor Only) on Queen Street

Date Submitted: 01/08/2025

SUMMARY:

Consider awarding bid RFP 2024-023 - Waterline Replacement (Labor Only) on Queen Street to East Texas Hydrovac, LLC, in the amount of \$80,175.00.

- East Texas Hydrovac, LLC - \$80,175.00
- 4M Construction Services, Inc. - \$149,400.00
- Warren Construction Services - \$144,558.00
- Duplichain Contractors, LLC - \$130,000.00
- Garcia's Contractors Services, LLC - \$99,700.00
- Precision Terrain, LLC - \$96,800.00
- McKinney & Moore of Texas, LLC - \$211,648.99

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-023 Waterline Replacement (Labor Only) on Queen Street to East Texas Hydrovac, LLC.

CITY MANAGER APPROVAL:

Attachments

Bid

Bid Tab

Map



Qualification Proposal Information for Project:

RFP 2024-023 Queen St.

East Texas Hydrovac, LLC
2675 County Road 3804 Athens, Texas 75752

Drue Robinson 903-644-8161

Jacob Robinson 903-804-9217

To Whom It May Concern,

East Texas Hydrovac, LLC has provided Hydrovac Services for the City of Palestine for the last three years.

Services provided by East Texas Hydrovac, LLC include assisting with the repair of water line leaks, locating existing water lines throughout the city and hydro-excavation where needed for repair or replacement of failed fittings or line damage. We have also set/installed fire hydrants for the City of Palestine. Water Line replacement Gay Avenue, Water Line replacement 5th. Street

East Texas Hydrovac provides waterline services for the City of Payne Springs, Tx. Which includes tapping existing waterlines and setting new services/meters and line repairs.

I have been in the construction industry as a superintendent for approximately 30 years and have supervised the construction of water, sewer and storm sewer lines on multiple state and city projects.

I spent three years as the construction manager for the City of Corsicana Texas, where I managed and inspected various underground utility projects.

Thank you for considering East Texas Hydrovac, LLC for this project.

Respectfully,

East Texas Hydrovac, LLC

Drue Robinson

903-644-8161

City : Palestine Texas

Type: RFP 2024-023 WaterLine Replacement on Queen St.

Street: Queen

From: W. Carolina St.

To: w. Maffitt St.

Proposal	\$80,175	East Texas Hydrovac LLC.			
Item Code	Description	Unit	Quantity	Unit Bid	Total Bid
1001	6 in. C900	Lf.	2200	13.50	\$29,700.00
1002	1" service Short Reduce to 3/4in.	Ea.	6	300.00	\$1,800.00
	1" Serv. Long side				
1003	Reduce to 3/4in.	Ea.	7	400.00	\$2,800.00
1004	Fire Hydrant w/ valves	Ea.	4	2,250.00	\$9,000.00
1005	Tie New 6in. Ln. to existing Lines	Ls.	1	2,000.00	\$2,000.00
1006	Install Valves	Ea.	9	375.00	\$3,375.00
1008	Kill out old 6in. ci. Ln.	Ls	1	2,000.00	\$2,000.00
1009	re-locate service	ea.	1	2,000.00	\$2,000.00
1010	Trench bfill Densiy controlled	lf.	2200	12.50	\$27,500.00
				Total Bid	\$80,175.00

Estimated time of complition 30 working days

**CITY OF PALESTINE – PUBLIC WORKS
TABULATION
WATERLINE REPLACEMENT ON QUEEN ST (LABOR ONLY)
RFP 2024-023**

VENDOR	BID PROPOSAL	AWARDED
EAST TEXAS HYDROVAC LLC 2675 COUNTY RD 3804 ATHENS, TX 75752 903-644-8161	\$80,175.00	EAST TEXAS HYDROVAC LLC 2675 COUNTY RD 3804 ATHENS, TX 75752 903-644-8161
GARCIAS CONTRACTORS SERVICE, LLC 343 COUNTY RD 1501 RUSK, TX 75785 PHONE:903-283-4529	\$99,700.00	
DUPLICHAIR CONTRACTORS 100 ELKHART RD ALTO, TX 75925 PHONE:936-858-4100	\$130,000.00	
WARREN CONSTRUCTION 18230 WISTERIA ESTATES LANE CYPRESS, TX. 77429 903-721-6721	\$144,558.00	
4M CONSTRUCTION SERVICES INC PO BOX 100 POYNOR, TX. 75782 903-729-4505	\$149,400.00	
MCKINNEY AND MOORE OF TEXAS, LLC 105 N GILLESPIE AVE JACKSONVILLE, TX 75766 PHONE: 903-521-8621	\$211,648.99	

PRECISION TERRAIN, LLC PO BOX 1057 FRANKSTON, TX 75763 PHONE: 903-922-1153	\$96,800.00	



Palco Find address or place



Utility App

public

viewing



W Maffitt St

W Maffitt St

W Maffitt St

Coffee St

N John St

Coffee St

Greens Park

Tipp St

N Conrad St

Cherokee St

Cherokee St

N Sycamore St

Harrison St

N Queen St

N Conrad St

Tennessee Ave

W Carolina St

W Carolina St

N John St

loading...

300ft



Agenda Date: January 13, 2025

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider Awarding Bid RFP 2024-024 - Waterline Replacement (Parts Only) on Queen Street

Date Submitted: 01/08/2025

SUMMARY:

Consider awarding bid RFP 2024-024 - Waterline Replacement (Parts Only) on Queen Street to APSCO Supply in the amount of \$55,900.53.

- APSCO Supply - \$55,900.53
- Johnson Lab and Supply, Inc - \$56,169.63
- Core & Main LP - \$91,974.29

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-024 - Waterline Replacement (Parts Only) on Queen Street to APSCO Supply.

CITY MANAGER APPROVAL:

Attachments

Bid

Bid Tab



serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949



Quotation

EXPIRATION DATE	QUOTE NUMBER
02/02/2025	S1487064
APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 469.595.0243 Fax 325.672.0949	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
5456			CHRIS 403	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	01/03/2025	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
2420ft	6C900 6 X 20' PVC C900 GASKET PIPE DR18	9.970/ft	24127.40	
4ea	A27804SILSTORZ 4' AVK HYDRANT SILVER WITH 5" STORZ	2875.770/ea	11503.08	
6ea	6MJSWT 6 MJ X SWIVEL TEE	199.180/ea	1195.08	
9ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	762.760/ea	6864.84	
60ea	UFR1500-ZA-6I	57.410/ea	3444.60	
3ea	6" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE			
	6.13SWAD 6 X 13 SOLID X SWIVEL ADAPTER	196.390/ea	589.17	
13ea	345006B100AS-CP 6X1 SS SADDLE AND CTS CORP 6.84-7.64	262.080/ea	3407.04	
7ea	***SPECIAL ORDER ITEM*** 1.100CTSBLK 1" CTS X 100' BLACK ROLL POLY DR-9 200 PSI	72.000/ea	504.00	
30ea	96.101 INSERT52 1SDR9S 1" STAINLESS STIFFENER FOR SDR9 CTS POLY 12967	2.020/ea	60.60	
13ea	BA43-342WNL 3/4 METER COUPLING X 1 CTS ANGLE STOP	103.080/ea	1340.04	
13ea	DFW1300BO DFW 1300 BOX ONLY 13"X 18"X 12" -	15.490/ea	201.37	
13ea	DFW1200.3 LID SOLID PLASTIC BLUE LID	9.480/ea	123.24	
2ea	6MJCAP 6 MJ CAP	49.100/ea	98.20	
2ea	6MJLS 6" MJ LONG SLEEVE	109.360/ea	218.72	
2500ft	BTW14 14G BLUE TRACER WIRE 22070 744110232	0.170/ft	425.00	
2ea	1GPPLUBE GALLON PHOENIX PVC PIPE LUBRICANT 30601	17.530/ea	35.06	
9ea	I562S 24-36 ADJ VALVE BOX W/ LID VB262	87.410/ea	786.69	
10ea	6MJ45 6 MJ 45	97.640/ea	976.40	

Due to supply chain issues and a volatile market, product pricing is not protected and subject to change without notice

Cash, Check, & ACH Discount Incentive

All prices listed reflect a 3% Discount Incentive for Cash, Check, & ACH paying customers. Other forms of payment are still welcome, but those purchases will not be eligible for the discount, and the 3% will be added back into the final price upon checkout.

Subtotal	55900.53
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	55900.53

We are Apsco Supply and have been in business since 1928. The inside staff at the Quinlan location which will serve this contract have a combined 60 years' experience in the waterworks business. We currently service many annual contracts with cities throughout Northeast Texas. Please see some references below. We have key relationships with all the main manufacturers for water works material and keep an exceptionally large inventory so there are few delays in order fulfillment. We also have a fleet of delivery trucks to ensure the swift delivery of orders. Our salesman Chris has a 15 plus year relationship working with the city of Palestine and APSCO has been working with the city since we opened in this market in 2019.

City of Mabank Steve Barley 903-340-1010	City of Athens Marion Klutts 903-681-6509	Talty sud Corey Trail 469-446-0503
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**CITY OF PALESTINE – PUBLIC WORKS
TABULATION
WATERLINE REPLACEMENT ON QUEEN ST (PARTS ONLY)
RFP 2024-024**

VENDOR	BID PROPOSAL	AWARDED
APSCO SUPPLY 6700 STATE HWY 34 QUINLAN, TX 75474 469-595-0243	\$55,900.53	APSCO SUPPLY 6700 STATE HWY 34 QUINLAN, TX 75474 469-595-0243
Core & Main 1907 Kurth Dr Lufkin, TX 75904 Phone:936-465-5735	\$91,974.29	
Johnson Lab & Supply 415 N Tennessee St Palestine, Tx 75801 Phone: 936-639-2341	\$56,169.63	



Agenda Date: January 13, 2025

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider Awarding Bid RFP 2024-025 - Waterline Replacement (Labor Only) on Conrad Street

Date Submitted: 01/08/2025

SUMMARY:

Consider awarding bid RFP 2024-025 - Waterline Replacement (Labor Only) on Conrad Street to East Texas Hydrovac, LLC, in the amount of \$56,000.00.

- East Texas Hydrovac, LLC - \$56,000.00
- 4M Construction Services, Inc. - \$142,800.00
- Warren Construction Services - \$85,638.00
- Duplichain Contractors, LLC \$107,900.00
- Garcia's Contractors Services, LLC - \$88,425.00
- Precision Terrain, LLC - \$85,350.00
- McKinney & Moore of Texas, LLC - \$182,473.48

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-025 - Waterline Replacement (Labor Only) on Conrad Street to East Texas Hydrovac, LLC.

CITY MANAGER APPROVAL:

Attachments

Bid Tab

Bid

Map

**CITY OF PALESTINE – PUBLIC WORKS
TABULATION
WATERLINE REPLACEMENT ON CONRAD (LABOR ONLY)
RFP 2024-025**

VENDOR	BID PROPOSAL	AWARDED
EAST TEXAS HYDROVAC LLC 2675 COUNTY RD 3804 ATHENS, TX 75752 903-644-8161	\$56,000.00	EAST TEXAS HYDROVAC LLC 2675 COUNTY RD 3804 ATHENS, TX 75752 903-644-8161
GARCIAS CONTRACTORS SERVICE, LLC 343 COUNTY RD 1501 RUSK, TX 75785 PHONE:903-283-4529	\$88,425.00	
DUPLICHAIR CONTRACTORS 100 ELKHART RD ALTO, TX 75925 PHONE:936-858-4100	\$107,900.00	
WARREN CONSTRUCTION 18230 WISTERIA ESTATES LANE CYPRESS, TX. 77429 903-721-6721	\$85,638.00	
4M CONSTRUCTION SERVICES INC PO BOX 100 POYNOR, TX. 75782 903-729-4505	\$142,800.00	
MCKINNEY AND MOORE OF TEXAS, LLC 105 N GILLESPIE AVE JACKSONVILLE, TX 75766 PHONE: 903-521-8621	\$182,473.48	

PRECISION TERRAIN, LLC PO BOX 1057 FRANKSTON, TX 75763 PHONE: 903-922-1153	\$85,350.00	



Qualification Proposal Information for Project:

RFP 2024-025 Conrad ST.

East Texas Hydrovac, LLC
2675 County Road 3804 Athens, Texas 75752

Drue Robinson 903-644-8161

Jacob Robinson 903-804-9217

To Whom It May Concern,

East Texas Hydrovac, LLC has provided Hydrovac Services for the City of Palestine for the last three years.

Services provided by East Texas Hydrovac, LLC include assisting with the repair of water line leaks, locating existing water lines throughout the city and hydro-excavation where needed for repair or replacement of failed fittings or line damage. We have also set/installed fire hydrants for the City of Palestine. Water Line replacement Gay Avenue, Water Line replacement 5th. Street

East Texas Hydrovac provides waterline services for the City of Payne Springs, Tx. Which includes tapping existing waterlines and setting new services/meters and line repairs.

I have been in the construction industry as a superintendent for approximately 30 years and have supervised the construction of water, sewer and storm sewer lines on multiple state and city projects.

I spent three years as the construction manager for the City of Corsicana Texas, where I managed and inspected various underground utility projects.

Thank you for considering East Texas Hydrovac, LLC for this project.

Respectfully,

East Texas Hydrovac, LLC

Drue Robinson

903-644-8161

City : Palestine Texas

Type: RFP 2024-025 WaterLine Replacement on Conrad Street

Street: Conrad

From: W. Coronaca St.

To: Cherokee St.

Proposal	\$56,000	East Texas Hydrovac LLC.			
Item Code	Description	Unit	Quantity	Unit Bid	Total Bid
1001	6 in. C900	Lf.	1350	13.50	\$18,225.00
1002	1" service Short Reduce to 3/4in.	Ea.	13	200.00	\$2,600.00
1003	1" Serv. Long Reduce to 3/4in.	Ea.	17	400.00	\$6,800.00
1004	Fire Hydrant w/ valves	Ea.	2	2,250.00	\$4,500.00
1005	Tie New 6in. Ln. to existing Lines	Ls.	1	2,000.00	\$2,000.00
1006	Install Valves	Ea.	4	375.00	\$1,500.00
1008	Kill out/cap old 6in. ci. Ln.	Ls	1	2,000.00	\$2,000.00
1009	Wet Tap 6 x6in	Ea.	1	1,500.00	\$1,500.00
1010	Trench bkfill Densiy controlled	lf.	1350	12.50	\$16,875.00
				Total Bid	\$56,000.00

Estimated time of compition 24 working days.



Palestine

Find address or place



Utility App



Harrison St

N Jackson St

public
viewing

Cherokee St

N Conrad St

Cherokee St

Cherokee St

Brooklyn Ave

Tennessee Ave

Brooklyn Ave

N Conrad St

W Carolina St

W Carolina St

Howard St

N Jackson St

N Conrad St

W Coronaca St

Tennessee Ave

Loading...

200ft



Agenda Date: January 13, 2025

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider Awarding Bid RFP 2024-026 - Waterline Replacement (Parts Only) on Conrad Street

Date Submitted: 01/08/2025

SUMMARY:

Consider awarding bid RFP 2024-026 - Waterline Replacement (Parts Only) on Conrad Street to Core & Main LP in the amount of \$35,687.38.

- Core & Main LP - \$35,687.38
- APSCO Supply - \$31,224.85 (Incomplete Bid)
- Johnson Lab & Supply Inc., - \$40,463.12

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-026 - Waterline Replacement (Parts Only) on Conrad Street to Core & Main LP.

CITY MANAGER APPROVAL:

Attachments

Bid Tab

Bid

**CITY OF PALESTINE – PUBLIC WORKS
TABULATION
WATERLINE REPLACEMENT ON CONRAD ST (PARTS ONLY)
RFP 2024-026**

VENDOR	BID PROPOSAL	AWARDED
Core & Main 1907 Kurth Dr Lufkin, TX 75904 Phone:936-465-5735	\$35,687.38	Core & Main 1907 Kurth Dr Lufkin, TX 75904 Phone:936-465-5735
APSCO SUPPLY 6700 STATE HWY 34 QUINLAN, TX 75474 469-595-0243	\$31,224.85	
Johnson Lab & Supply 415 N Tennessee St Palestine, Tx 75801 Phone: 936-639-2341	\$40,463.12	



Bid Proposal for City of Palestine: Waterline Replacement on Conrad Str

CUSTOMER	CITY OF PALESTINE 1620 W PALESTINE AVE PALESTINE, TX 75801	Job City of Palestine: Waterline Replacement on Conrad Str Pales, TX Bid Date: 01/10/2025 Bid #: 3934742
	Sales Representative James Kubiak (M) 936-465-5735 (T) 936-639-2341 (F) 936-632-7834 James.Kubiak@coreandmain.com	Core & Main 1907 Kurth Dr Lufkin, TX 75904 (T) 9366392341
CONTACT		
NOTES		



Bid Proposal for City of Palestine: Waterline Replacement on Conrad Str

CITY OF PALESTINE

Job Location: Pales, TX

Bid Date: 01/10/2025

Core & Main Bid #: 3934742

Core & Main

1907 Kurth Dr

Lufkin, TX 75904

Phone: 9366392341

Fax: 9366327834

Seq#	Qty	Description	Units	Price	Ext Price
10	1500	6 PVC C909 DR18 ULTRA BLUE PIPE 20' GSKT PC235	FT	9.40	14,100.00
20	2	A423 5-1/4" V O 4'0" BURY/STORZ *PAINTED SILVER*	EA	3,234.40	6,468.80
40	2	6 MJ ANCH TEE C153 IMP	EA	178.26	356.52
50	4	6 A2361-23 MJ RW GV OL L/ACC	EA	788.33	3,153.32
60	17	6 STAR 4006P PVC REST MC IMP MULTI-COAT STD ACC PVC PK4006G2	EA	55.96	951.32
70	1	6X13 MJ ANCH CPLG C153 IMP	EA	175.79	175.79
80	30	317-069009-000 6X1CC SADDLE EPOXY W/304SS STRAPS 5.94-6.90 OD	EA	77.21	2,316.30
90	30	F1000-4NL 1 CORP CCXPJ(CTS) NO LEAD	EA	64.33	1,929.90
100	1	662-066306-200 6X6 SS TAP SLV CARBON STL EPOXY FLG 6.59-6.99 OD	EA	561.85	561.85
110	1500	1X100 CTS DR9 PE TUBE BLK 250 PSI NSF	FT	0.53	795.00
120	60	INSERT-52 SS INSERT 1 CTS PE .875 ID	EA	0.94	56.40
130	30	BA43-342WNL 1X3/4 ANG BMV PJX MN (NO LEAD)	EA	112.05	3,361.50
140	30	DFW 1200.12.BODY 12"X17"X12" RECTANGLE BLACK BODY	EA	11.22	336.60
150	30	DFW1200-3-LID ONLY BLUE SOLID	EA	8.34	250.20
160	1	6 MJ CAP C153 IMP	EA	43.34	43.34
170	1	6 MJ L/P SLV C153 IMP	EA	98.20	98.20
180	1500	14GA TW BLUE 500' PE30 STRANDED COPPER TRACER WIRE PER FOOT	FT	0.15	225.00
190	2	LUBE 1 GAL F/WTR/SWR PIPE	EA	17.76	35.52
200	4	562-S VLV BOX W/LID IMPORT 5-1/4" SCREW TYPE 27-37	EA	74.10	296.40
210	2	6 MJ 45 C153 IMP	EA	87.71	175.42
				Sub Total	35,687.38
				Tax	0.00
				Total	35,687.38

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



Agenda Date: January 13, 2025

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Consider Awarding Bid RFP 2024-027 - Waterline Replacement (Parts Only) on San Jacinto Street

Date Submitted: 01/08/2025

SUMMARY:

Consider awarding bid RFP 2024-027 - Waterline Replacement (Parts Only) on San Jacinto Street to Johnson Lab & Supply, Inc., in the amount of \$27,657.24.

- Johnson Lab & Supply Inc. - \$27,657.24
- Core & Main, LP - \$28,657.83
- APSCO Supply - \$38,107.08

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-027 - Waterline Replacement (Parts Only) on San Jacinto Street to Johnson Lab & Supply, Inc.

CITY MANAGER APPROVAL:

Attachments

Bid

Bid Tab

Sold To:

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

Ship To:

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

P.O. No.: **SAN JACINTO STREET PROJ**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET/30 DAYS	275994-000	116680	MIKE	CUST PU	12/31/2024	

QUOTE ORDER - DO NOT PAY

Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension
PR1806	6 CL 150 C 900 PVC PIPE	1100	1100	FEET	9.95		10,945.00
02012	GALLON PIPE LUBE	2	2	EACH	19.43		38.86
2780-4ST	4' BRY SILVER HYDRANT W/ STOR PALESTINE HYDRANT	2	2	EACH	2,810.74		5,621.48
V157106	6" MJ RW GATE VALVE LESS ACC PACKS	5	5	EACH	820.11		4,100.55
UFR1500RZA6	6" 1500 RAPID INSTALL RESTRAIN GLAND PACK W/ SOEZ	25	25	EACH	58.78		1,469.50
345006B100AS-CP	6 X 1 SS SADDLE CORP CTS PJ 6.84-7.64 OD	10	10	EACH	296.34		2,963.40
PE19CL	1" BLACK SDR9 POLY TUBE CTS 300' COIL	500	500	EACH	0.45		225.00
52	1 SS INSERT STAINLESS INSERT	20	20	EACH	2.00		40.00
BA43342WGNL	1 X 3/4 ANGLE STOP CTS X MTR	10	10	EACH	109.55		1,095.50
D1200TTBODY	12" RECT. METER BOX ONLY LESS LID	10	10	EACH	21.35		213.50
D1200BOLS	BLUE OVERLAPPING LID SOLID NO READER	10	10	EACH	0.00		0.00
DMK06	6 MJ CAP LESS ACC. PACKS	1	1	EACH	46.26		46.26
DML06	6 X 12 MJ SLEEVE LESS ACC PACKS	1	1	EACH	103.04		103.04
1430BHS500	"COPPERHEAD 14 GAUGE BLUE"	1500	1500	EACH	0.14		210.00
562S	24 X 36 ADJ VALVE BOX	5	5	EACH	80.23		401.15
DMB0645	6 DI SSB MJ 45 BEND LESS ACC PACKS	2	2	EACH	92.00		184.00

Sub Total: 27,657.24

Total: \$ 27,657.24

**CITY OF PALESTINE – PUBLIC WORKS
TABULATION
WATERLINE REPLACEMENT ON SAN JACINTO ST (PARTS ONLY)
RFP 2024-027**

VENDOR	BID PROPOSAL	AWARDED
Johnson Lab & Supply 415 N Tennessee St Palestine, Tx 75801 Phone: 936-639-2341	\$27,657.24	Johnson Lab & Supply 415 N Tennessee St Palestine, Tx 75801 Phone: 936-639-2341
Core & Main 1907 Kurth Dr Lufkin, TX 75904 Phone:936-465-5735	\$28,657.83	
APSCO Supply 6700 STATE HWY 34 QUINLAN, TX 75474	\$38,107.08	



Agenda Date: January 13, 2025
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Consider Awarding Bid RFP 2024-028 - Angelina Channel Concrete Repair
Date Submitted: 01/08/2025

SUMMARY:

Consider awarding bid RFP 2024-028 - Angelina Channel Concrete Repair to Crockett Construction in the amount of \$289,000.00.
One sole bid was received.

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-028 - Angelina Channel Concrete Repair to Crockett Construction.

CITY MANAGER APPROVAL:

Attachments

Bid
Bid Tab

January 6, 2025

RE: City of Palestine

We propose to provide all labor, equipment and materials to perform the following.

- Regrade slope of creek.
- Install sand cushion to level Rip Rap.
- Install 5980SF of 6" paving per detail.

For a sum of \$ 289,000.00

Exclusions:

- Any traffic control.
- Any concrete removal.
- Remove, replace or relocate any existing utilities.
- Any construction fencing.
- Testing, sales tax or bond.
- SWPPP, NOI, NOT, Weekly logs, construction entrance.
- Landscaping, irrigation, seeding or sodding.

Sincerely,
Ryan Morris

**CITY OF PALESTINE – PUBLIC WORKS
TABULATION
ANGELINA CHANNEL CONCRETE REPAIR
RFP 2024-028**

VENDOR	BID PROPOSAL	AWARDED
CROCKETT CONSTRUCTION 1045 HIGHWAY 7 WEST CROCKETT, TX 75835 936-544-2500	\$289,000.00	CROCKETT CONSTRUCTION 1045 HIGHWAY 7 WEST CROCKETT, TX 75835 936-544-2500



Agenda Date: January 13, 2025
To: City Council
From: Andrew Sibai, Finance Director
Agenda Item: PEDC Budget Amendment for Community Development Grant
Date Submitted: 01/08/2025

SUMMARY:

Consider approval of a budget amendment for the Palestine Economic Development Corporation that will increase the Community Development Grant funding by \$75,000. The Palestine Economic Development Corporation met in December 2024 and approved this amendment to create additional funding for improvements to local organizations.

The Palestine Economic Development Corporation has a healthy fund balance reserve of over 100%, and the target is 25%. This proposed increase will not significantly affect the reserves, so staff recommends approval of the amendment.

RECOMMENDED ACTION:

Staff recommends approval of the ordinance as presented.

CITY MANAGER APPROVAL:

Fiscal Impact

Fiscal Year: 2025
Budgeted Y/N: N
Account #: 215-100-53663
Amount Requested: 75000.00

BUDGETARY IMPACT:

To increase Community Development Grant funding

Attachments

Ordinance Budget Amendment
Exhibit A Budget change

ORDINANCE NO. O- -25

AN ORDINANCE OF THE CITY OF PALESTINE, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR ADDITIONAL EXPENDITURES, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, subsequent to the adoption of the annual budget for the City of Palestine for the fiscal year beginning October 1, 2024, and ending September 30, 2025, the City has sustained unanticipated revenue changes and unanticipated expenditures; and

WHEREAS, the City Manager has recommended that such budget be amended to reflect such revenues and expenditures in accordance with "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, the City Council finds and determines that the budget should be amended as recommended by the City Manager and that such amendment to the budget is necessary:

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

SECTION 1. The recitals contained in the preamble to the Ordinance are found to be true and correct and are hereby adopted.

SECTION 2. The annual budget of the City of Palestine, Texas, for the fiscal year beginning October 1, 2024, and ending September 30, 2025, is hereby amended by increasing and decreasing the appropriations to the various accounts contained therein as provided in Exhibit A attached hereto and made a part hereof.

SECTION 3. The amendment, as shown in words and figures in Exhibit "A," is hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year October 1, 2024, through September 30, 2025.

SECTION 4. A copy of the amended budget shall be placed in the office of the Anderson County Clerk as required by Texas Local Government Code, Section 102.011.

SECTION 5. This Ordinance shall take effect immediately from and after its passage.

SECTION 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Palestine, Texas declares that it would have

passed each and every part of the same notwithstanding the omission of any such part of this declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, this the 13th day of January, 2025.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY

CITY OF PALESTINE BUDGET AMENDMENT



DEPARTMENT: <u>215 PEDC</u>		BDH#: PACKET:
DATE: <u>1/8/2025</u>		POSTED:
FROM: Account Number	Account Title	D= Rev C=Exp Amount
215-38001	FUND BALANCE	\$ (75,000.00)
TOTAL FROM AMOUNT		\$ (75,000.00)
TO: Account Number	Account Title	C = Rev D = Exp Amount
215-100-53663	Community Development Grant	\$ 75,000.00
TOTAL TO AMOUNT		\$ 75,000.00
REASON: Board Approved increase to Community Development Grant to amplify opportunities for local businesses to make improvements to buildings and land		

DEPARTMENT HEAD: _____

DATE: _____

FINANCE DEPT. _____

DATE: _____

CITY MANAGER: _____

DATE: _____

COUNCIL APPROVED _____

DATE: _____



Agenda Date: January 13, 2025

To: City Council

From: Christophe Trahan, Economic Development Director

Agenda Item: Downtown Grant Performance Agreement between PEDC and Mollard Properties, LTD.

Date Submitted: 01/07/2024

SUMMARY:

Discussion and possible action regarding a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Mollard Properties, LTD, in an amount not to exceed \$40,106.25.

RECOMMENDED ACTION:

Staff recommends discussing and approving a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Mollard Properties, LTD, in an amount not to exceed \$40,106.25.

CITY MANAGER APPROVAL:

Attachments

Downtown Grant Agreement - Mollard Properties LTD

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., a Texas limited partnership ("APPLICANT"), whose current address is 400 North Queen Street, 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

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

4. REMEDIES

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

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

5. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

5.9. Time is of the essence of this agreement.

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

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

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

6. TERM

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

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

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

For the Applicant(s):
Mollard Properties, Ltd.

By _____ Date _____
Mary Jean Mollard, Limited Partner

For the PEDC:
Palestine Economic Development Corporation

By _____ Date _____
Dan Bochsler, Board President

APPROVED:
City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor



Agenda Date: January 13, 2025
To: Airport Advisory Board
From: Teresa Herrera, City Manager
Agenda Item: Airport Hangars
Date Submitted: 01/03/2025

SUMMARY:

The Airport Advisory Board convened for a special meeting on Tuesday, January 7th, during which it approved the attached proposed plans for the construction of roads, taxiways, and pads to support the development of new hangars at the airport. These plans include detailed site layouts, grading plans, utility alignments, and construction specifications essential for the project's implementation. The proposed hangar development aims to enhance the airport's infrastructure, accommodate increased aviation activity, and address the future needs of tenants and operators. Please review the attached documents thoroughly and be prepared to provide feedback during the meeting. This plan is for the development of seven additional hangars: four measuring 60' x 50' with a 25' driveway and three measuring 60' x 40' with a 25' driveway.

Summary of General Notes and Grading Notes:

- Contractors must verify and protect existing utilities, coordinating with the City of Palestine and Texas 811 before work begins. Utility conflicts must be reported, and revised alignments must be approved.
- A sequence schedule minimizing traffic disruption is required. Contractors need approval before closing streets and must notify emergency services and schools 48 hours in advance.
- Contractors are responsible for repairing any damages to utilities or streets immediately at their expense.
- Testing must be done by an independent lab, with re-testing costs borne by the contractor.
- Contractors must review site conditions and soil reports before bidding. Excavation must comply with OSHA standards.
- Work cannot begin without obtaining the necessary permits. All equipment and materials must remain within city easements.
- Contractors must source construction water at commercial rates from city mains or approved suppliers.
- Contractors must guarantee trench backfilling against settlement for one year and address repairs within 30 days of notice.
- Only proposal-listed items will be paid for; other necessary work is considered subsidiary.
- Contractors must provide "as-built" drawings for all public works, documenting field changes and utility locations.
- Temporary surfaces (e.g., crushed stone) and permanent pavement repairs must meet or exceed pre-construction conditions.
- Contractors must install and maintain erosion control measures (e.g., silt fences, straw wattles) per the SWP3 plan to prevent runoff into streets and adjacent properties.
- Disturbed areas must be graded uniformly, and vegetation must be restored to match pre-existing conditions, with residential lawns replaced using matching sod.

RECOMMENDED ACTION:

Approval of proposed plans.

CITY MANAGER APPROVAL:

Attachments

Proposed Plans

CITY OF PALESTINE, TEXAS

AIRPORT HANGARS



SHEET INDEX

1. COVER SHEET & SHEET INDEX
2. GENERAL NOTES
3. EXISTING SITE PLAN
4. PROPOSED SITE PLAN
5. GRADING PLAN
6. DRIVE DETAILS
7. TAXIWAY PLAN & PROFILE
8. TYPICAL DETAILS

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320 S. Broadway Ave., SUITE 200
Tyler, TX 75702
903.595.3913
Firm Registration No. F-520

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THEY WERE PREPARED BY, OR
UNDER THE SUPERVISION OF:

JEFFREY C. SIMMONS
P.E. #96748

CITY OF PALESTINE
TEXAS
AIRPORT HANGARS

COVER SHEET
&
SHEET INDEX

REVISIONS:				

PLANS ARE FORMATTED FOR 22"x34" PLAN
SHEETS. IF PRINTED ON 11"x17" SHEETS THE
SCALES ARE HALF THE SIZE NOTED.



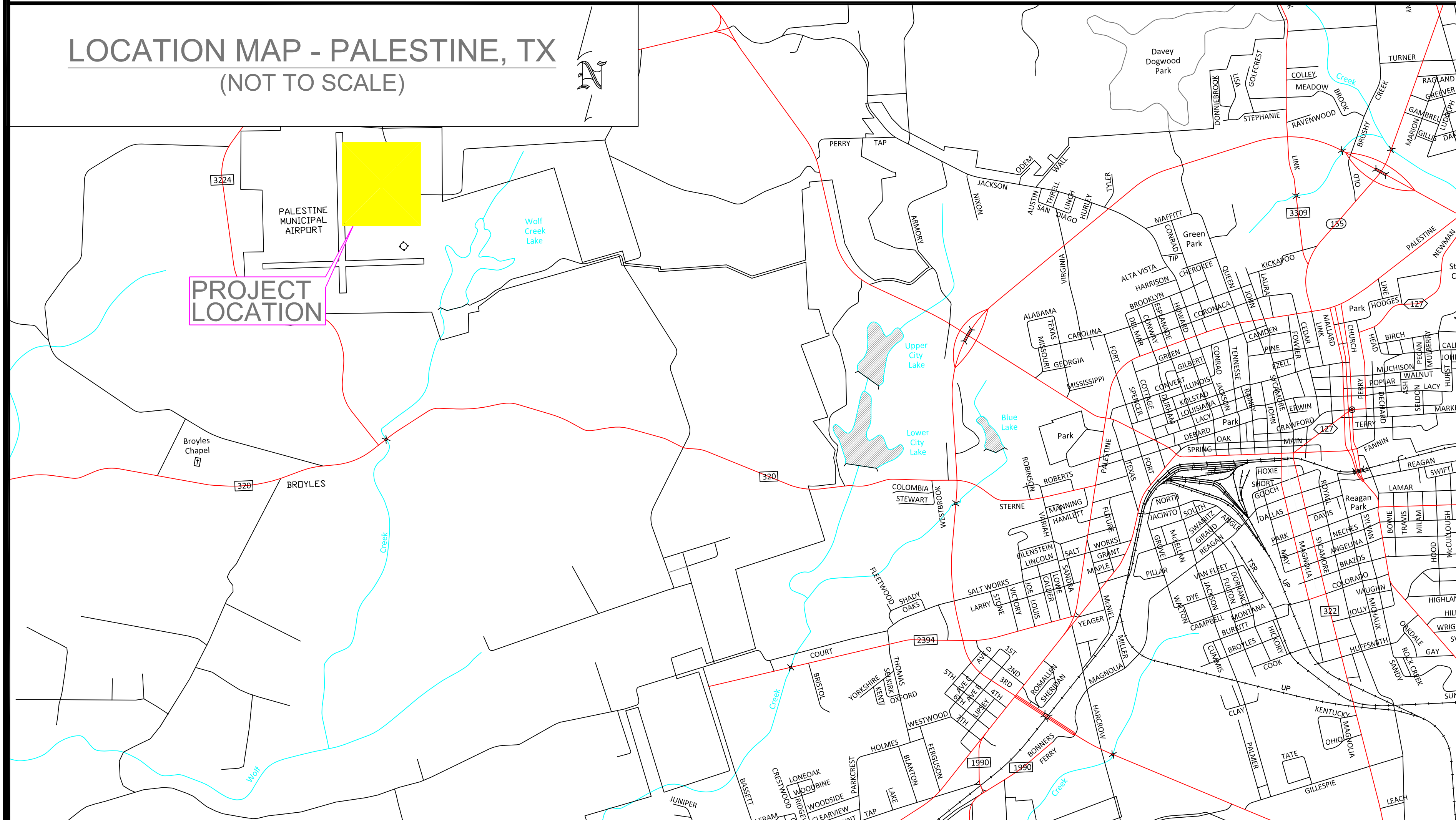
DRAWN BY:
A. PEARSON

REVIEWED BY:
J. SIMMONS

PROJECT NO:
951021.00

SHEET NO:
1

LOCATION MAP - PALESTINE, TX
(NOT TO SCALE)



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GENERAL NOTES:

- PRE-CONSTRUCTION LOCATION CONFIRMATION AND EXISTING UTILITIES: DRAWINGS SHOW INFORMATION OBTAINED FROM ON GROUND OBSERVATION, LIMITED SURFACE SURVEY, CITY OF PALESTINE MAPPING, INFORMATION PROVIDED BY THE UTILITY COMPANIES, AND EXISTING CONSTRUCTION DRAWINGS FOR TOPOGRAPHIC FEATURES. HOWEVER, ACCURACY OF OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY ELEVATIONS, DEPTHS, MATERIALS, SIZES, DIMENSIONS, AND CONDITIONS IN THE FIELD BEFORE COMMENCING ANY WORK. UTILITY LOCATIONS SHALL BE COORDINATED WITH THE CITY OF PALESTINE, AND TEXAS 811, AND ALL EXISTING UTILITIES SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. A PAYMENT ITEM HAS BEEN ESTABLISHED TO PROVIDE FOR THE CONTRACTOR TO LOCATE UTILITIES. THIS MAY AFFECT PROPOSED ALIGNMENTS, IN ADVANCE OF CONSTRUCTION. CHANGES IN HORIZONTAL AND VERTICAL ALIGNMENTS MAY BE NECESSARY DUE TO CONFLICTS FOUND DURING UTILITY LOCATES. THESE CONFLICTS AND DISCREPANCIES SHALL BE REPORTED TO THE OWNER AND ENGINEER IN A TIMELY MANNER. ALL REVISED ALIGNMENTS MUST STAY WITHIN RIGHT-OF-WAYS AND UTILITY EASEMENTS, AND MUST BE APPROVED BY ENGINEER/OWNER, PRIOR TO CONSTRUCTION.
- BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL PREPARE A CONSTRUCTION SEQUENCE SCHEDULE. THE CONSTRUCTION SCHEDULE SHALL BE SUCH THAT THERE IS THE MINIMUM INTERFERENCE WITH TRAFFIC ALONG OR ADJACENT TO THE PROJECT.
- ANY DAMAGE TO THE EXISTING UTILITIES AND SUBSEQUENT REPAIRS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. REPAIRS WILL BE MADE IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
- MATERIAL TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY AND PAID FOR FROM THE OWNERS ALLOWANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES FOR RE-TESTING AND RE-INSPECTING DUE TO FAILED TESTS OF WORKMANSHIP OR MATERIALS.
- ALL EXCAVATION ON THE PROJECT IS UNCLASSIFIED. CONTRACTOR TO REVIEW SITE CONDITIONS/LOCAL SOILS AND GEOTECH REPORT PRIOR TO BIDDING.
- THE CONTRACTOR SHALL NOT CLOSE ANY STREETS WITHOUT PRIOR APPROVAL FROM ENGINEER AND CITY. CONTRACTOR SHALL NOTIFY EMERGENCY SERVICES AND PALESTINE ISD 48 HOURS PRIOR TO CLOSING ANY STREETS. IF STREET IS CLOSED DURING A NORMAL CITY SANITATION PICKUP DAY, CONTRACTOR SHALL COLLECT TRASH FROM RESIDENCES AND DELIVER TO A SPOT THAT LOCAL SANITATION CAN PICK UP TRASH. IN INSTANCES WHERE CONSTRUCTION IS TAKING PLACE IN NON-CLOSED STREETS, STREETS SHALL BE BACKFILLED AND MADE PASSABLE AT END OF EACH DAY. CONTRACTOR TO PROVIDE TRAFFIC CONTROL AND MAINTAIN TRAFFIC CONTROL SIGNAGE IN ACCORDANCE WITH TMUTCD. THIS WORK WILL BE PAID FOR UNDER THE BID ITEM FOR TRAFFIC CONTROL.
- CONTRACTOR SHALL NOT BE AUTHORIZED TO PROCEED UNTIL ALL NECESSARY STATE, LOCAL, AND PRIVATE PERMITS (FOR U.P. TRACK CROSSINGS) ARE OBTAINED.
- CONTRACTOR SHALL KEEP ALL EQUIPMENT, PIPE, MATERIALS, ETC. OFF PRIVATE PROPERTY AND WITHIN CITY EASEMENTS.
- ALL TRENCHING AND EXCAVATION SHALL BE PERFORMED IN ACCORDANCE WITH OSHA STANDARDS. THIS WORK WILL BE PAID FOR UNDER THE BASE BID ITEM FOR TRENCH SAFETY.
- ALL CONSTRUCTION WATER SHALL BE FURNISHED AT STANDARD COMMERCIAL RATES BY THE CITY FROM THE NEAREST CONVENIENT CITY MAIN. A WATER METER SHALL BE USED TO DETERMINE THE AMOUNT OF WATER USED. THE CONTRACTOR MAY RENT WATER METERS FROM THE CITY OR FURNISH HIS OWN METERS AT THE DISCRETION OF THE CITY. IF CITY WATER IS UNAVAILABLE CONTRACTOR SHALL BE RESPONSIBLE FOR PURCHASING WATER FROM A LOCAL SUPPLIER OR ANOTHER CITY. THE CITY RESERVES THE RIGHT TO DESIGNATE THE TIME OF DAY AT WHICH WATER CAN BE DRAWN FROM CITY MAINS.
- THE CONTRACTOR SHALL GUARANTEE THE BACKFILLING OF EXCAVATION AND TRENCHES AGAINST EXCESSIVE (AS DETERMINED BY THE ENGINEER) SETTLEMENT FOR A PERIOD OF ONE YEAR AFTER THE FINAL COMPLETION OF THE CONTRACT UNDER WHICH THE WORK IS PERFORMED. MAKE ALL REPAIRS OR REPLACEMENTS MADE NECESSARY BY SETTLEMENT INCLUDING REFILLING AND COMPACTING THE UPPER PORTION OF THE DITCH AND REPAIRING BROKEN OR SETTLED PAVEMENTS WITHIN THIRTY (30) DAYS AFTER RECEIVING NOTICE FROM THE CITY.
- MEASUREMENT AND PAYMENT: ONLY THOSE ITEMS IN THE PROPOSAL WILL BE MEASURED AND PAID FOR. ALL OTHER ITEMS OF WORK REQUIRED TO COMPLETE THE PROJECT SHALL BE CONSIDERED SUBSIDIARY TO THE PAY ITEMS IN THE PROPOSAL AND NO CLAIMS WHATSOEVER FOR EXTRA WORK FOR SUCH SUBSIDIARY ITEMS WILL BE CONSIDERED FOR COMPENSATION.
- A MAXIMUM TRENCH WIDTH OF 5' WILL BE ALLOWED FOR UTILITY LINE REPLACEMENT IN CITY STREETS. APPROPRIATE TRENCH SHORING METHODS SHALL BE IMPLEMENTED AS REQUIRED BY OSHA TRENCH SAFETY REGULATIONS.
- THE PROPOSED ALIGNMENT OF NEW WATER & SANITARY SEWER MAINS MAY BE SLIGHTLY ADJUSTED WITHIN THE AVAILABLE RIGHT OF WAY OR EASEMENTS, TO AVOID POTENTIAL CONFLICTS WITH EXISTING UTILITIES OR STRUCTURES, WITH THE APPROVAL OF THE ENGINEER.
- CONTRACTOR TO PROVIDE PRE AND POST CONSTRUCTION VIDEO DOCUMENTATION OF ALL AREAS TO BE DISTURBED DURING CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE COMPACTED CRUSHED STONE AGGREGATE SURFACING FOR TEMPORARY SURFACES AT ANY OPEN CUT DRIVEWAY OR PARKING AREAS WITHIN THE PROJECT IF ACCESS IS NEEDED. COST OF TEMPORARY AGGREGATE SHALL BE CONSIDERED SUBSIDIARY TO OTHER BID ITEMS.
- LINE INSTALLATION, INCLUDING EXISTING UTILITIES ENCOUNTERED, SHALL NOT BE BACKFILLED PRIOR TO INSPECTION BY THE CITY OF PALESTINE AND/OR ENGINEER.
- RECORD DRAWINGS ("AS BUILT DRAWINGS") ARE REQUIRED TO BE SUBMITTED FOR ALL PUBLIC WORKS CONSTRUCTION IN THE CITY OF PALESTINE. AS-BUILTS SHALL INCLUDE FIELD REDLINES OF ALL ALTERATIONS TO PLANS, ALL SERVICES LINES, AND ANY ADDITIONAL UTILITIES THAT MAY BE UNCOVERED DURING CONSTRUCTION. CONTRACTOR SHALL SUBMIT CURRENT AS-BUILT DRAWINGS WITH EACH PAY APPLICATION. CONTRACTOR SHALL SUBMIT COMPLETE SET OF AS-BUILTS TO THE CITY OF PALESTINE AT CONCLUSION OF PROJECT.
- ALL PAVEMENT SHALL BE REPAIRED TO EXISTING OR BETTER CONDITION WITH THE SAME MATERIAL TYPE AS EXISTING.
- CONSTRUCTION STAKING IS THE RESPONSIBILITY OF THE CONTRACTOR.

GRADING NOTES:

- PRIOR TO STARTING GRADING ACTIVITIES, CONTRACTOR SHALL SUBMIT COMPLETE N.O.I. IN ACCORDANCE WITH TCEQ REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE, AND INSPECTION OF TEMP. AND PERM. EROSION CONTROL MEASURES IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3), TECQ REQUIREMENTS, AND EROSION CONTROL PLAN.
- CONTRACTOR SHALL SUBMIT COMPLETED N.O.T. IN ACCORDANCE WITH TCEQ REQUIREMENTS UPON COMPLETION OF GRADING & STABILIZATION ACTIVITIES.
- TEMPORARY EROSION CONTROL SHALL BE USED TO MINIMIZE THE SPREAD OF SILT AND MUD FROM THE PROJECT ONTO EXISTING STREETS, ALLEYS, DRAINAGE WAYS, INTO STORM INLETS AND STORM SEWER SYSTEMS, AND ADJACENT PROPERTIES. TEMPORARY EROSION CONTROLS MAY INCLUDE SILT FENCES, STRAW WATTLES, BERMS, DIKES, SWALES, STRIPS OF UNDISTURBED VEGETATION, CHECK DAMS AND OTHER METHODS AS REQUIRED BY THE ENGINEER OR HIS REPRESENTATIVE AND AS SPECIFIED IN THE ISWM DESIGN MANUAL FOR CONSTRUCTION.
- ALL DISTURBED PERMEABLE SURFACES SHALL BE GRADED TO A SMOOTH & UNIFORM APPEARANCE, THAT CAN BE EASILY MOWED W/ A SMALL PUSH LAWN MOWER, & PERMANENT VEGETATION SHALL BE ESTABLISHED IN ACCORDANCE W/ SEEDING SPECIFICATIONS. RESIDENTIAL LAWNS SHALL BE RE-ESTABLISHED WITH BLOCK SOD TO MATCH EXISTING TYPE OF LAWN GRASS. ALL PERMANENT GRADING, SODDING, & SURFACE RESTORATION WILL BE SUBSIDIARY TO THE UNIT PRICE BIDS, & NO SEPARATE PAYMENT WILL BE MADE.
- ALL EROSION CONTROL MEASURES SHALL BE PAID FOR UNDER THE BID ITEM FOR THE SWP3, AND NO SEPARATE PAYMENT WILL MADE.

Surveyor

RAYMOND E. RUSSELL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4091
F.D. MCBRIDE & ASSOCIATES, INC. A11CROFT A11CTOPO
605 AVENUE A PALESTINE, TX. 75801 (903) 723-3116 FIRM 10019700

Benchmarks

BM 1 - USGS MONUMENT PID BY2223, DESIGNATION X 399, LOCATED S24°E - 760' FROM THE NORTHEAST CORNER OF THE CONCRETE HELIPAD.
PUBLISHED ELEVATION = 405.13'

BM 2 - TOP OF BOLT (WITH TAG STAMPED BURY 4-0) ON FLANGE OF FIRE HYDRANT LOCATED N15°30'W - 275' FROM THE NORTHEAST CORNER OF THE CONCRETE HELIPAD.
ELEVATION = 417.52'

SPI★

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JEFFREY C. SIMMONS
P.E. #96748

CITY OF PALESTINE
TEXAS
AIRPORT HANGARS

GENERAL
NOTES

REVISIONS:

1	2	3	4

PLANS ARE FORMATTED FOR 22"x34" PLAN SHEETS. IF PRINTED ON 11"x17" SHEETS THE SCALES ARE HALF THE SIZE NOTED.



DRAWN BY:
A. PEARSON

REVIEWED BY:
J. SIMMONS

PROJECT NO:
951021.00

SHEET NO:

2

PROJECT LEGEND:

	TRAFFIC SIGNAL		ELECTRIC MANHOLE
	STREET LIGHT		POWER POLE
	SIGNAL BOX		SERVICE POLE
	SIGN		GUY ANCHOR
	MAILBOX		ELECTRICAL JUNCTION BOX
	FLAG POLE		LIGHT POLE
	INLET COVER		TELEPHONE JUNCTION BOX
	DRAINAGE MANHOLE		TELEPHONE MANHOLE
	FLUSH VALVE		R-O-W MARKER
	AIR RELEASE VALVE		BENCHMARK
	WATER VALVE		SURVEY TURN POINT
	IRRIGATION VALVE		IRON ROD
	WATER METER		FORCE MAIN VALVE
	IRRIGATION METER		CLEAN OUT
	FIRE HYDRANT		WASTEWATER MANHOLE
	GAS METER		TREE
	GAS VALVE		
	SHRUB		

	EX. POWER LINE		EX. UNDER. CABLE
	EX. FENCE		EX. GAS
	EX. CULVERT		EX. FIBER OPTIC
	EX. WATER		EX. SAN. SEWER
	EX. WATER SERV.		EX. SEWER SERV.
	EX. BUILD. WALL		EX. TREE LINE



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CITY OF PALESTINE
TEXAS
AIRPORT HANGARS

EXISTING SITE
PLAN

REVISIONS:			

PLANS ARE FORMATTED FOR 22"x34" PLAN
SHEETS. IF PRINTED ON 11"x17" SHEETS THE
SCALES ARE HALF THE SIZE NOTED.



DRAWN BY:
A. PEARSON

REVIEWED BY:
J. SIMMONS

PROJECT NO:
951021.00

SHEET NO:
3

FILENAME: X:\PALESTINE - CITY OF\951021.00 AIRPORT HANGARS (CAD)\EXHIBIT.DWG PLOT DATE: 12/13/2024 7:43 AM



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JEFFREY C. SIMMONS
P.E. #96748

CITY OF PALESTINE
TEXAS
AIRPORT HANGARS

PROPOSED SITE PLAN

REVISIONS:

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A. PEARSON

REVIEWED BY:
J. SIMMONS

PROJECT NO:
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SHEET NO:



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CITY OF PALESTINE
TEXAS
AIRPORT HANGARS

GRADING
PLAN

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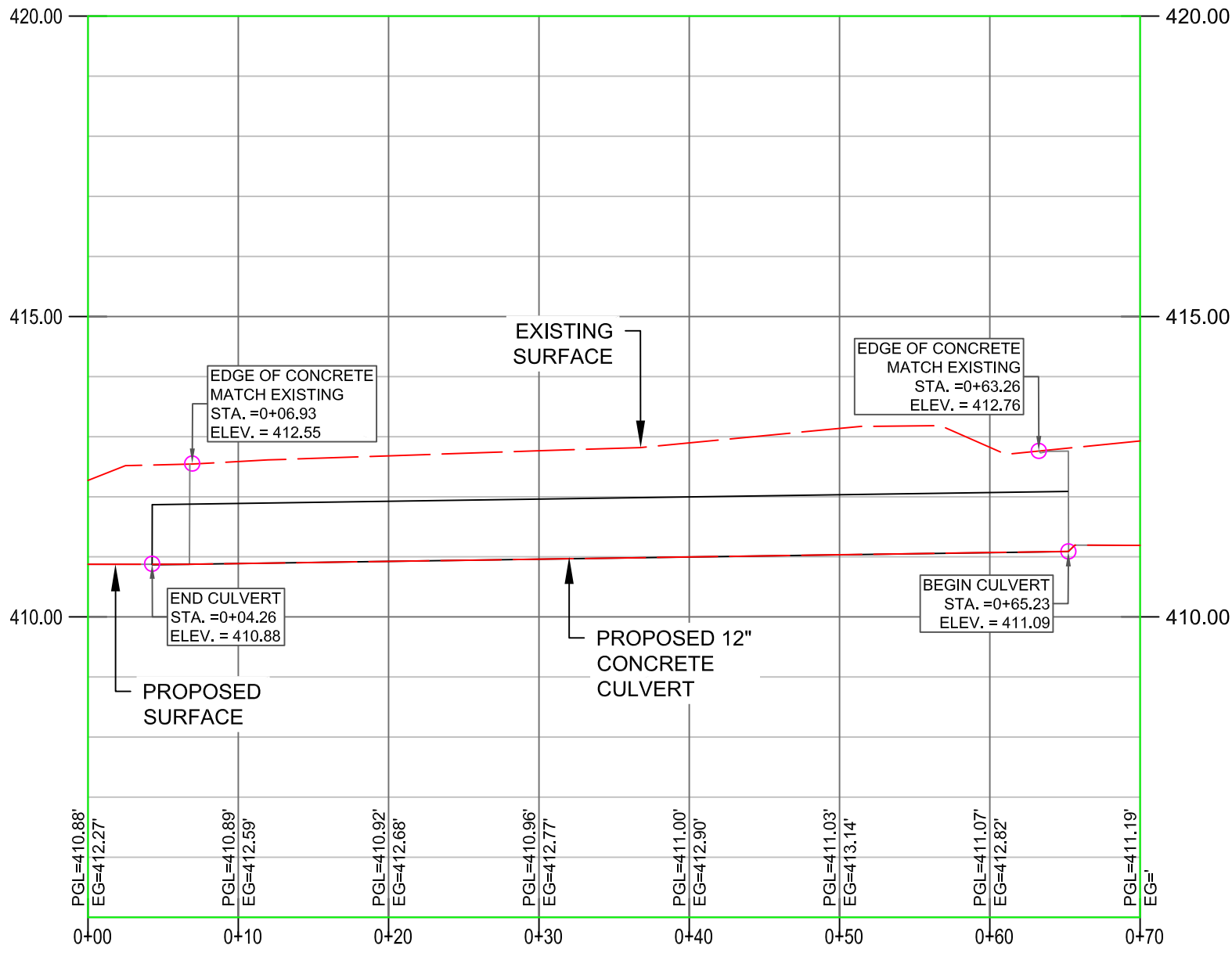
DRAWN BY:
A. PEARSON

REVIEWED BY:
J. SIMMONS

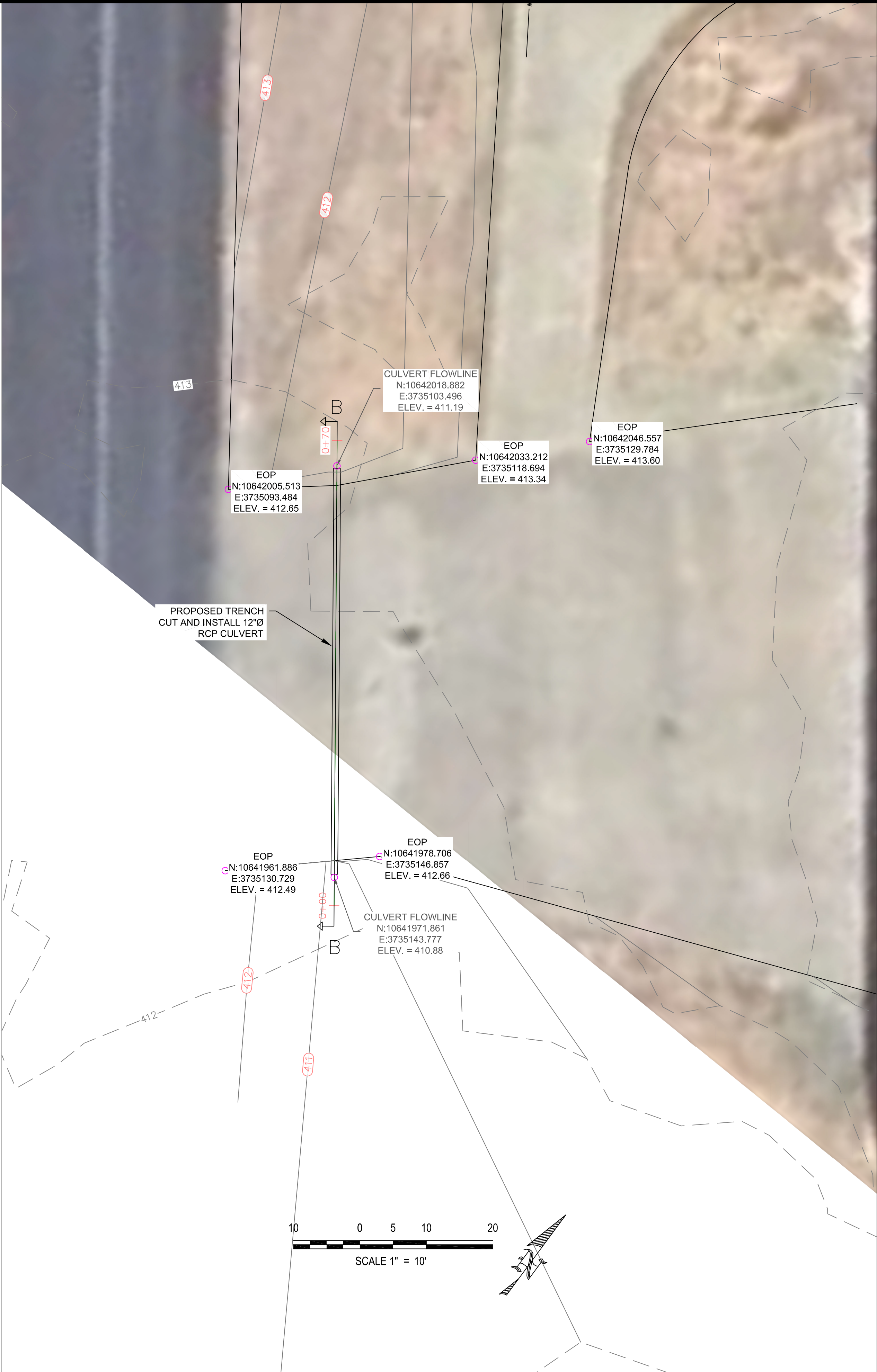
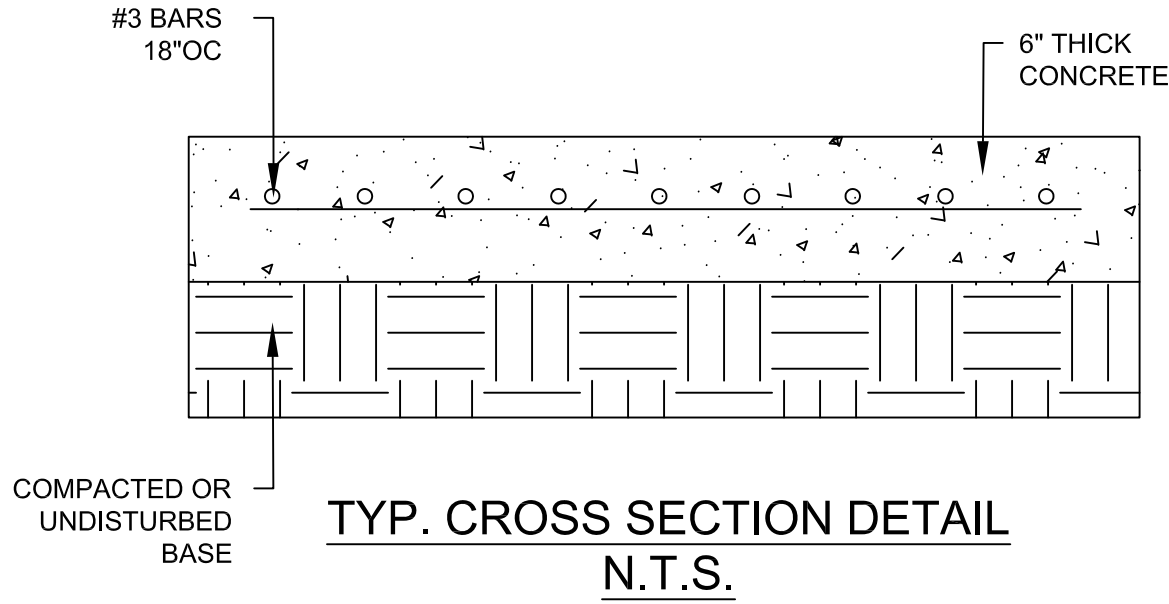
PROJECT NO:
951021.00

SHEET NO:
5

CONSTRUCTION NOTE - DRIVEWAY TO BE REMOVED & REPLACED IN HALVES
TO ALLOW ACCESS TO AND FROM TAXIWAY



DRIVE DETAIL B-B STA 0+00 TO 0+70
H: 1" = 10'
V: 1" = 5'



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CITY OF PALESTINE
TEXAS
AIRPORT HANGARS

DRIVE
DETAILS

REVISIONS:			

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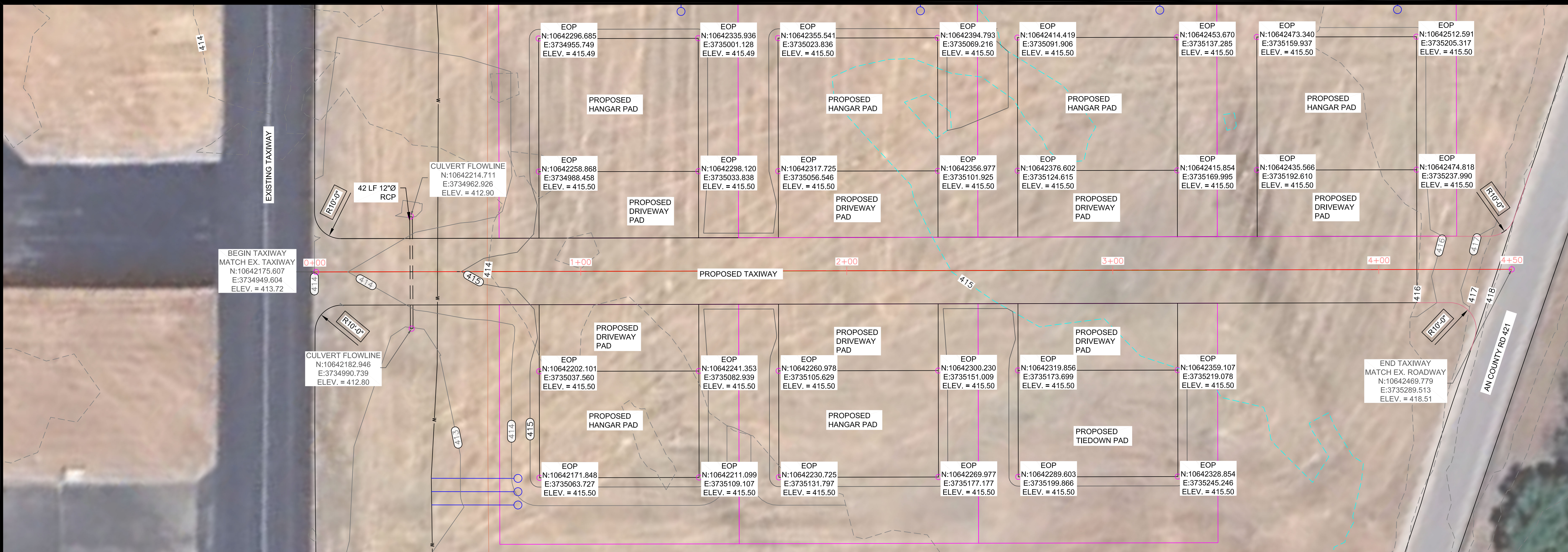
DRAWN BY:
A. PEARSON

REVIEWED BY:
J. SIMMONS

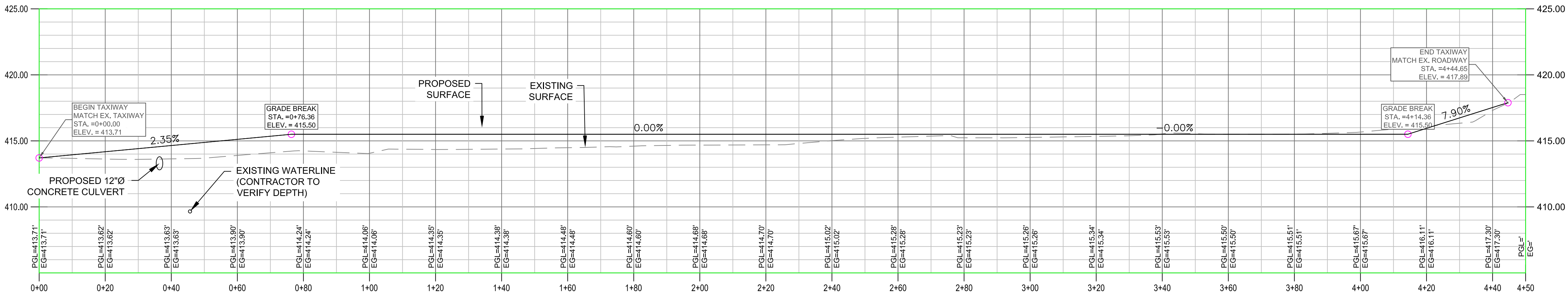
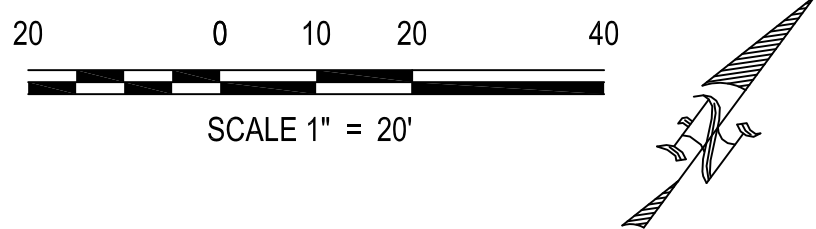
PROJECT NO:
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FILENAME: X:\PALESTINE - CITY OF\951021.00 AIRPORT HANGARS\CAD\TAXIWAY P&P.DWG PLOT DATE: 12/13/2024 9:31 AM



TAXIWAY STA. 0+00 TO STA. 4+50



TAXIWAY - STA. 0+00 TO STA. 4+50 PROFILE VIEW

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P.E. #96748

CITY OF PALESTINE
TEXAS
AIRPORT HANGARS

TAXIWAY
PLAN & PROFILE

REVISIONS:

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Texas 811
com

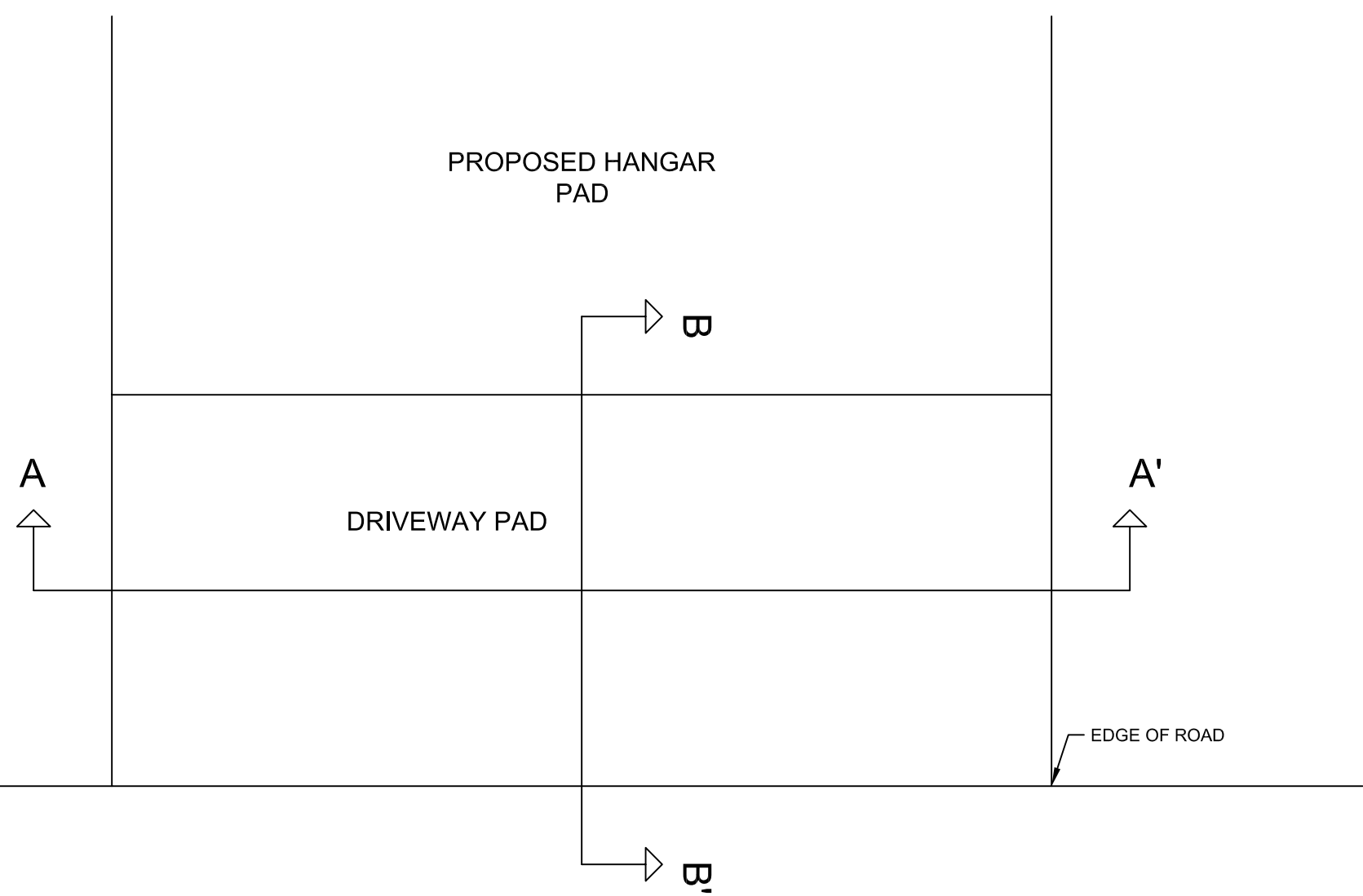
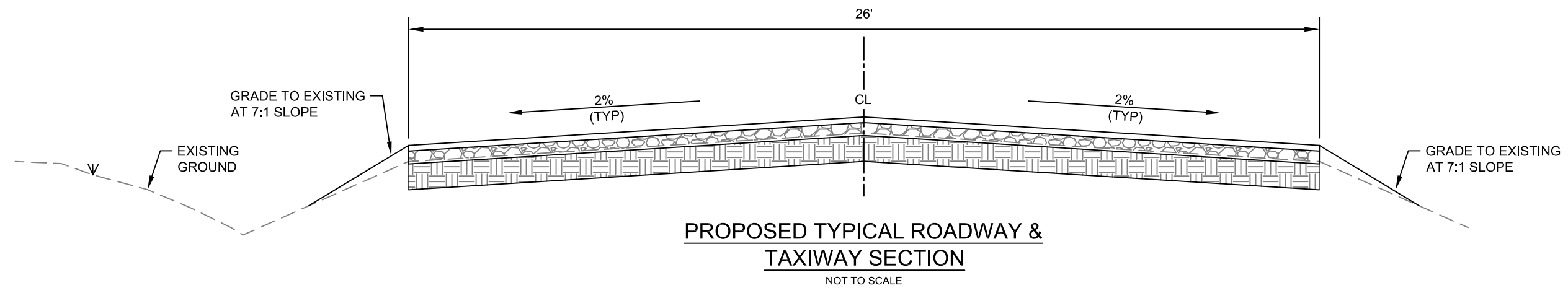
DRAWN BY:
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PROJECT NO:
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SHEET NO:

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LISA A. CROSSMAN
P.E. # 99747

CITY OF PALESTINE
TEXAS
AIRPORT HANGARS

TYPICAL DETAILS

REVISIONS:

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DRAWN BY:
A. PEARSON

REVIEWED BY
J. SIMMONS

PROJECT NO: 951021.00

SHEET NO: