

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 27, 2025
Work Session at 4:00 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/83848686593?pwd=7bNmfl1l8RtZ6R9ErfDeAPQdAeQvvlj.1>

Meeting ID: 838 4868 6593
Passcode: 682615

One tap mobile
+13462487799,,83848686593#,,, *682615# US

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

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

WORK SESSION

1. Discuss the Charter Review Committee's recommended changes to the City Charter. Teresa Herrera, City Manager
2. Discuss the possibility of a new city hall and the future of the Reagan School Building. 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.

1. Recognition of City Secretary April Jackson for completing the Texas Municipal Clerks Certification Program. Teresa Herrera, City Manager
2. Recognition of new Police Officers Jared Blackstock and Jamie Delorio. Mark Harcrow, Police Chief

E. CONFLICT OF INTEREST DISCLOSURES

F. PUBLIC HEARINGS

1. Public hearing regarding a request to rezone the following: 111 Kentucky Street, Yokum & Hearn, Block 1, Lots 3 and 4B; 115 Kentucky Street, John Arthur Survey, A-4, Block 883, Tracts 36 and 47; and 0 Ohio Street, John Arthur Survey, A-4, Block 882, Tract 12, 13, and 14. Susan Davis, Planning Tech.
 - a. Open Public Hearing
 - b. Receive Public Comments
 - c. Close Public Hearing
2. Public hearing regarding a request for a Specific Use Permit for a hall/reception/banquet/meeting use at 112 West Oak Street, Original, Block 163, Lot 11. Susan Davis, Planning Tech.
 - a. Open Public Hearing
 - b. Receive Public Comments
 - c. Close Public Hearing

G. CITY MANAGER'S REPORT

1. November 2024 Financial Statement and Utility Billing Monthly Report
2. December 2024 Financial Statement
3. December 2024 Police Monthly Reports
4. December 2024/January 2025 Economic Development Monthly Report

H. CONSENT AGENDA

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

1. Consider approval of the minutes of the Work Session and Regular Agenda of January 13, 2025. April Jackson, City Secretary
2. Consider authorizing the City Manager to execute the Texas Settlement Subdivision Participation and Release Form for the Kroger Texas Settlement. Teresa Herrera, City Manager
3. Consider approval of a resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; authorizing the payment of eleven cents per capita to the steering committee fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. Teresa Herrera, City Manager
4. 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 at the Palestine Municipal Airport. Teresa Herrera, City Manager
5. Consider authorizing the City manager to renew the 24-month agreement with hoopla Digital Media for digital services for the Palestine Public Library. Ana Sanchez, Library Director

6. Consider the approval of a proposal from Via Rail Engineering, Inc. for rail engineering design services for the Palestine Economic Development Corporation. Christophe Trahan, EDC Director.
7. Consider approval of a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Lilly Duncan, in an amount not to exceed \$19,730.48. Christophe Trahan, EDC Director
8. Consider approval of a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and A. Hugh Summers in an amount not to exceed \$18,750.00. Christophe Trahan, EDC Director

I. REGULAR AGENDA

1. Discussion and possible action regarding awarding bid for the Lacy Street Sewer Line Replacement (TDA CDV21-0354) to Bull G Construction, LLC, in the amount of \$371,967.00. Teresa Herrera, City Manager
2. Discussion and possible action regarding the Charter Review Committee's recommended changes to the City Charter. Teresa Herrera, City Manager
3. Discussion and possible action regarding an ordinance amending the official zoning map providing for a change from I, Industrial to MR, Mixed Residential at 111 Kentucky Street, 115 Kentucky Street, and 0 Ohio Street. Susan Davis, Planning Tech.
4. Discussion and possible action regarding an ordinance granting a specific use permit for a hall/reception/banquet/meeting use at 112 W. Oak Street. Susan Davis, Planning Tech.
5. Discussion and possible action regarding the request for proposals for the sale and development of the Old Memorial Hospital Lot. Susan Davis, Planning Tech.

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: City Pool at Steven Bennett Park and litigation Tracy Lynn Starr v. City of Palestine.

M. RECONVENE IN REGULAR SESSION

1. Take any action necessary regarding the City Pool at Steven Bennett Park and litigation Tracy Lynn Starr v. City of Palestine.

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 24, 2025, at 3:45 p.m.**

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

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 27, 2025
To: City Council
From: Mark Harcrow, Chief of Police
Agenda Item: Recognition of new Police Officers Jared Blackstock and Jamie Delorio
Date Submitted: 01/22/2025

SUMMARY:

Recognition of new Police Officers Jared Blackstock and Jamie Delorio

RECOMMENDED ACTION:

Recognition only.

CITY MANAGER APPROVAL:



Agenda Date: January 27, 2025

To: City Council

From: Susan Davis, Planning Technician

Agenda Item: Request to Rezone Industrial to Mixed Residential - Kentucky Street and Ohio Street

Date Submitted: 01/22/2025

SUMMARY:

Public hearing regarding a request to rezone the following: (1) 111 Kentucky Street, Yokum & Hearn, Block 1, Lots 3 and 4B; (2) 115 Kentucky Street, John Arthur Survey, A-4, Block 883, Tracts 36 and 47; and (3) 0 Ohio Street, John Arthur Survey, A-4, Block 882, Tract 12, 13, and 14. The proposed rezoning area is populated with Single-Family Residential structures and is adjacent to the railroad tracks. On December 11, 2024, eight notices were mailed to property owners within 200 feet of the location of the zoning change application. As of the date of this report, one comment has been returned in favor, and none have been returned in opposition. The Planning and Zoning Commission unanimously voted to approve the rezoning request.

RECOMMENDED ACTION:

Public hearing, discussion, and consideration.

CITY MANAGER APPROVAL:

Attachments

Application

Staff Report



ZONING CHANGE APPLICATION
Fee: \$225.00 (effective 03/18/2024)

PROPERTY DESCRIPTION (LOCATION OF ZONING CHANGE REQUEST)

Address (if available): 111 Kentucky, 115 Kentucky, 0 Ohio
Subdivision Name, Lot, Block): Arthur, John ? Yokum ? Hearn
ACAD Block and Tract #: Block 882 Tr 12, 13, 14; 883 Tr 36, 47; Block I Lot 3, 4B
Deed Restrictions: ☐ Yes (Attach a copy with the application) ☒ No
Current Zoning: Industrial 1 Proposed Zoning: Residential / Multi-use
Current Use of Property: Residential 1
Proposed Use of Property: Residential 1

See Attached Plat: CAD

PROPERTY OWNER INFORMATION

Owner Name: Ram Hasty
Address: 111 Kentucky
City: Palestine State: Tx Zip: 75801
Phone: 903-724-2552 Email: [REDACTED]

Check one of the following:

- ☐ As the owner of the property, I will represent the application; or
☒ I designate Jamie N. Henderson to act as my agent to submit this application.

I acknowledge that all of the information provided in the application is true and correct to the best of my knowledge. Furthermore, I am the legal owner of the property described in the application or, alternatively, that I am authorized to represent all of the owners of the property described in this application.

Owner's or Authorized Representative's Signature: Jamie N Henderson

State of Texas
County of Anderson

On this 5th day of November, 2024, before me, the undersigned notary public, personally appeared Jamie Henderson, known to me to be the person whose name (s) is /are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.



Tabitha Michelle Warner
Notary Public



CITY COUNCIL
AGENDA DATE: January 27, 2025
ITEM PZ-24-03 / STAFF REPORT

REQUEST: Rezone Industrial to Mixed Residential

APPLICANT: Pam Hasty

EXHIBITS: Zoning Maps

PREPARED BY: Susan Davis, Planning Tech

PROPERTY INFORMATION

LOCATION:

- 111 Kentucky, Yokum & Hearn, Block 1, Lots 3 and 4B
- 115 Kentucky, John Arthur Survey, A-4, Block 883, Tracts 36 and 47
- 0 Ohio, John Arthur Survey, A-4, Block 882, Tracts 12, 13, and 14

ZONING: Industrial (I)

OVERLAY ZONES: None

LAND USE: Single-family Residential and Vacant Properties

ADJACENT ZONING: Mixed Residential (MR) and Industrial (I)

ACREAGE: Multiple Tracts

SUBDIVISION:

SUMMARY OF REQUEST

The request for zoning change was requested by Pam Hasty. This area was previously zoned R-3 Single-Family Detached High-Density District prior to the adoption of the current zoning map.

PROPERTY ZONING AND LAND USE

Adjacent zoning districts include Retail Commercial (RC) to the west, Highway Commercial (HC) and Mixed Residential (MR) to the east, and Industrial (I) to the north and south.

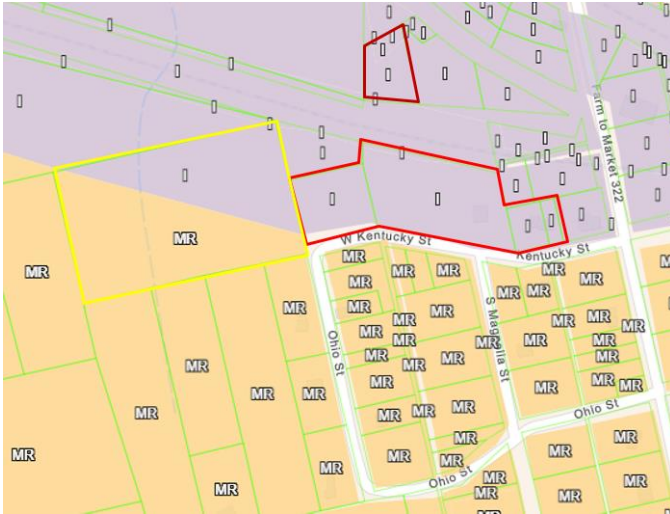
PUBLIC NOTICE

On November 21, 2024, twelve notices were mailed to property owners within 200-feet of the location of 111 Kentucky and 115 Kentucky. No comments were returned in favor or in opposition. Twelve (100%) property owners have not responded. Notice of Public Hearing was published in the Palestine Herald on November 16, 2024.

On December 11, 2024, eight notices were mailed to property owners within 200-feet of the location of 0 Ohio. One (13%) comment was returned in favor, and none were returned in opposition. Seven (87%) property owners did not respond. Notice of Public Hearing was published in the Palestine Herald on December 14, 2024.

ZONING MAP

The official zoning map shows that the 111 Kentucky and 115 Kentucky are in the Industrial zoning district and 0 Ohio is split zoned as Industrial and Mixed Residential.



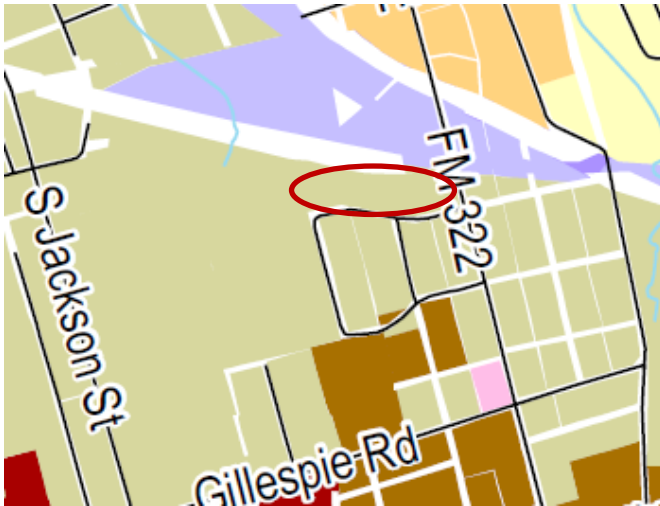
LOCATION MAP



STAFF COMMENTS AND RECOMMENDATION

The proposed rezoning area is populated with single-family residences, including manufactured homes, and is adjacent to the railroad tracks to the north.

The previous Zoning Map (shown below) reflects that the property was in the R-3 Single-Family Detached High-Density District, and I-1 Light Industrial District.



R-3 Single Family Detached, High Density

I-1 Light Industrial

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission unanimously voted to approve the request to rezone 111 Kentucky, Yokum & Hearn, Block 1, Lots 3 and 4B; 115 Kentucky, John Arthur Survey, A-4, Block 883, Tracts 36 and 47 during its regular meeting held on December 5, 2024.

The Planning and Zoning Commission unanimously voted to approve the request to rezone 0 Ohio, John Arthur Survey, A-4, Block 882, Tracts 12, 13, and 14 during its regular meeting held on January 2, 2025.



Agenda Date: January 27, 2025
To: City Council
From: Susan Davis, Planning Technician
Agenda Item: Specific Use Permit for Hall/Reception/Banquet/Meeting use at 112 W. Oak Street
Date Submitted: 01/22/2025

SUMMARY:

Public hearing regarding a request for a Specific Use Permit for a hall/reception/banquet/meeting use at 112 West Oak Street, Original, Block 163, Lot 11, which is zoned Central Business District. The applicant, Terrance Thompson, plans to operate the business Monday through Thursday from 9:00 am to 10:00 pm and Friday through Saturday from 9:00 am to 2:00 am. On November 22, 2024, sixteen notices were mailed to the property owners within 200 feet of the location of the specific use permit request. Three (19%) have been returned in favor of the request, three (19%) have been returned in opposition, and ten (62%) have not responded. On December 5, 2025, the Planning and Zoning Commission unanimously voted to approve the Specific Use Permit.

RECOMMENDED ACTION:

For public hearing and consideration.

CITY MANAGER APPROVAL:

Attachments

Application
Staff Report

#240803



SPECIFIC USE PERMIT APPLICATION

APPLICANT INFORMATION

Applicant Name: Terrance Thompson
Address: ~~802 Station~~ / 125 Yupon Dr.
City: Palestine State: TX Zip: 75801
Phone Number: 903 724 2321 Email: [REDACTED]

PROPERTY DESCRIPTION

Address (if available): 112. W oak St. Palestine TX
Subdivision: _____ Lot: _____ Block: _____
Anderson County Appraisal District Block Map # _____ Tract #: _____
Existing Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No
Proposed Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No

PRESENT USE OF PROPERTY

Describe how the property is currently being used: next door to a
Bar / was a print company before
my desired use

PROPOSED USE OF PROPERTY

Describe the proposed use of the property (be specific): Hall / reception
Banquet / meeting
mon - Fri 9am - 10pm
Tues. 9am - 10pm
wed. 9am - 10pm
Thurs. 9am - 10pm
Friday 9am - 2am Sat. 9am - 2am

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



CITY COUNCIL
AGENDA DATE: January 27, 2025
ITEM XZ-24-11 / STAFF REPORT

REQUEST:	A specific use permit to allow a hall, reception/banquet/meeting use at 112 West Oak Street
APPLICANT:	Terrance Thompson
EXHIBITS:	Application, Maps and Photos
PREPARED BY:	Susan Davis, Planning Tech

PROPERTY INFORMATION

LOCATION:	112 West Oak Street
ZONING:	CBD, Central Business District
OVERLAY ZONES:	Downtown Historic and Main Street Districts
LAND USE:	Commercial
ADJACENT ZONING:	Central Business District
ACREAGE:	0.0574 acres
SUBDIVISION:	Original

SUMMARY OF REQUEST

The applicant, Terrance Thompson, applied for a specific use permit to allow a hall, reception/banquet/meeting use at 112 West Oak Street, which is in the Downtown Historic and Main Street Districts. Hours of operation will be Monday through Thursday 9:00 am to 10:00 pm, and Friday through Saturday 9:00 am to 2:00 am.

PROPERTY ZONING AND LAND USE

The property where the hall, reception/banquet/meeting use is proposed to be located is zoned Central Business District. Adjacent zoning districts include Central Business District to the north, east, south, and west.



PUBLIC NOTICE

On November 22, 2024, sixteen notices were mailed to property owners within 200 feet of the location of the specific use permit request. Three (19%) have been returned in favor of the request, three (19%) have been returned in opposition, and ten (62%) have not responded.

Comments include:

Favor – Improvements are much needed downtown; need a warm community; in favor of entrepreneurs who want to grow a business if it does not put others in danger.

Opposition – Limited parking.

ZONING AND DEVELOPMENT REQUIREMENTS

Chapter 39, Article II, Section 2-13 of the Code of Ordinances for the City of Palestine requires a Specific Use Permit for a hall, reception/banquet/meeting use in the Central Business zoning district.

SPECIFIC USE PERMIT LOCATION MAP



STAFF COMMENTS

The proposed location is adjacent to Outlaw Country.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On December 5, 2025, the Planning and Zoning Commission unanimously voted to approve the Specific Use Permit.



Agenda Date: January 27, 2025
To: City Council
From: Andrew Sibai, Finance Director
Agenda Item: November 2024 Financial Statement and Utility Billing Monthly Report
Date Submitted: 01/22/2025

SUMMARY:

November 2024 Financial Statement and Utility Billing Monthly Report

RECOMMENDED ACTION:

No action needed

CITY MANAGER APPROVAL:

Attachments

Nov 2024 Financial Statement
Utility Report Nov 2024



City of Palestine, Texas
Financial Statement
As of November 30, 2024

OVERVIEW

November 30th, 2024 marks the end of the second period of the FY 2025 budget year. Therefore, the year-to-date budget percentage for budgetary comparison is 16.67%.

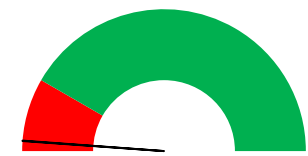
As of November 30th, 2024, General & Utility Fund combined revenues are \$3,762,499.

This is lower than budgeted expectations at 11% of the annual budgeted amount.

FY 2025 revenues are increased \$.31 million or 9% more than FY 2024.

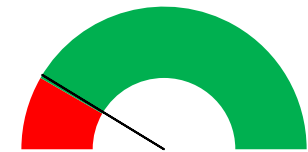
This is due to a modest increase along all major revenue sources between FY 2024 and FY 2025.

2.3% of Annual Projection



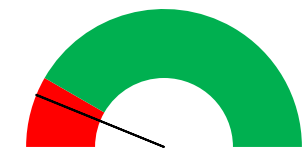
Property Taxes

17.4% of Annual Projection



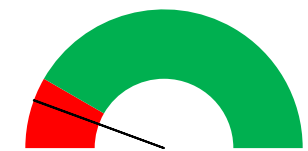
Sales Taxes

12.3% of Annual Projection



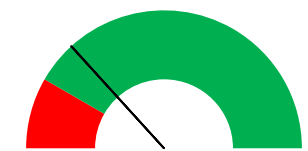
Water Sales

11.2% of Annual Projection



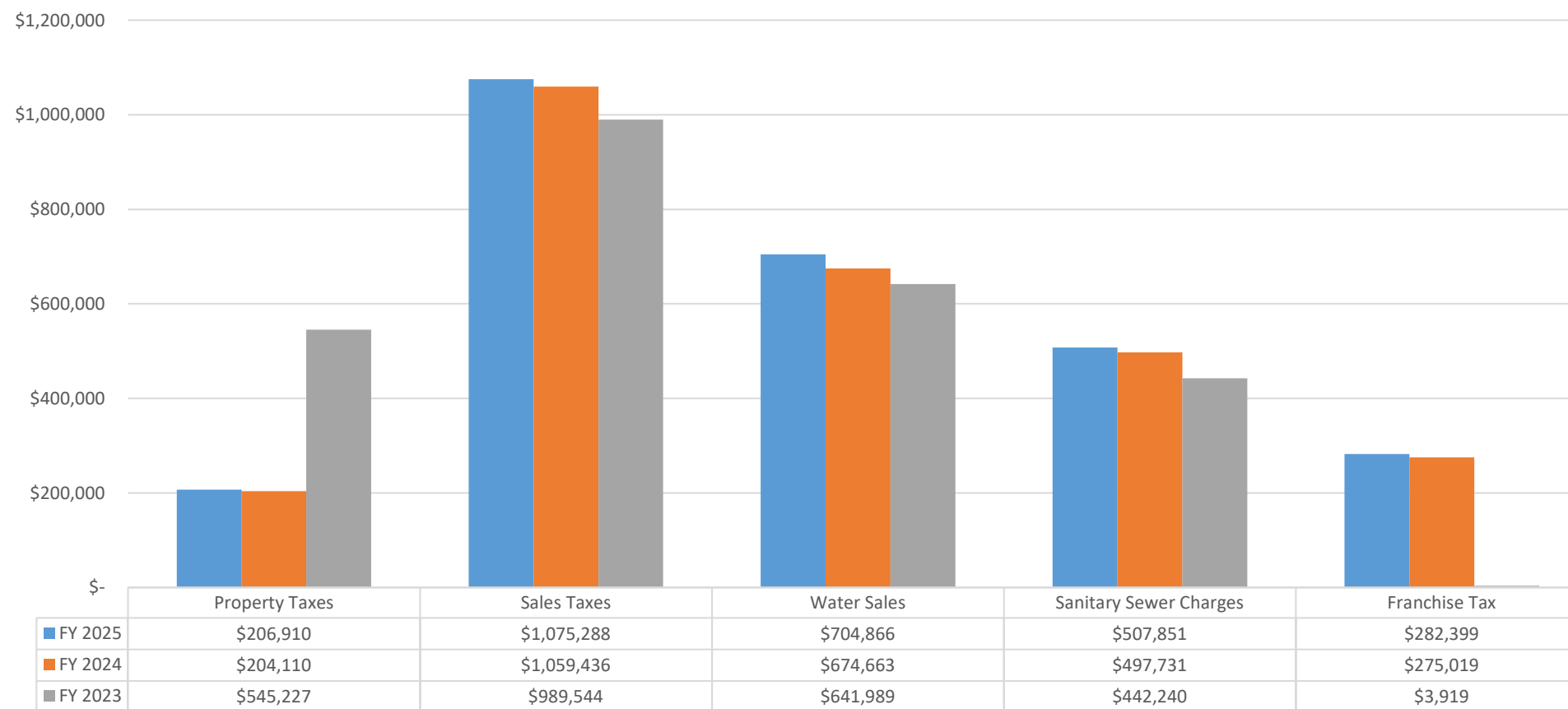
Sanitary Sewer Charges

26.5% of Annual Projection



Franchise Taxes

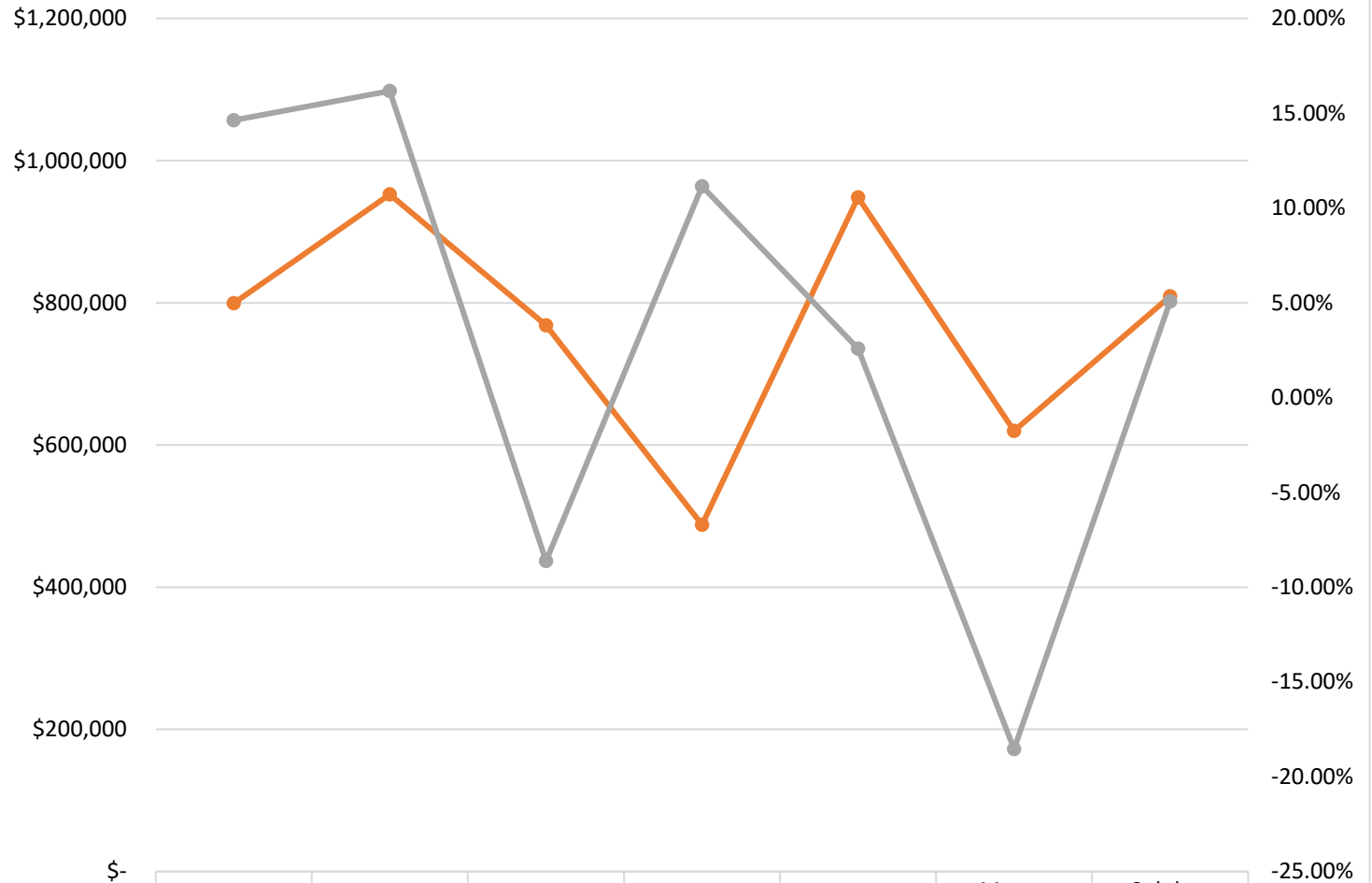
Top 5 Revenue Sources- Comparison to Prior Fiscal Years





City of Palestine
Financial Statement
As of November 30, 2024

Sales Tax FY 2024 - September - Period 12



—●— \$ Sales Tax Received November 2024

—●— % Inc(+) Dec(-) from prior year

Palestine

Athens

Henderson

Jacksonville

Kilgore

Mount Pleasant

Sulphur Springs

799,349.97

952,446.09

768,174.98

487,832.20

948,343.13

619,994.25

809,046.33

14.64%

16.17%

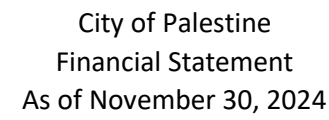
-8.62%

11.15%

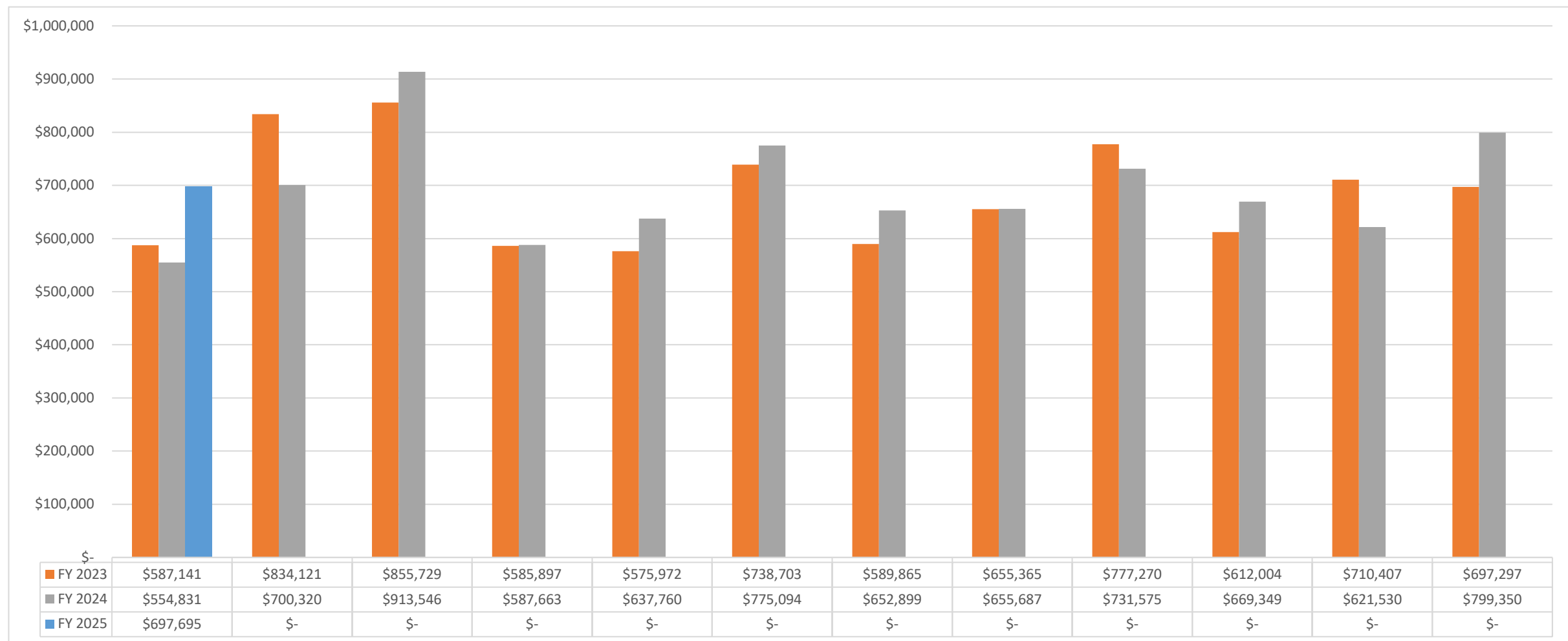
2.59%

-18.54%

5.08%




























FY 2023					FY 2024					FY 2025				
	CITY	PEDC	TOTAL	CUMULATIVE		CITY	PEDC	TOTAL	CUMULATIVE		CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL		83.33%	16.67%	100.00%	TOTAL		83.33%	16.67%	100.00%	TOTAL
October	\$ 489,264	\$ 97,876	\$ 587,141	\$ 587,141	October	\$ 462,340	\$ 92,490	\$ 554,831	\$ 554,831	October	\$ 581,389	\$ 116,306	\$ 697,695	\$ 697,695
November	695,073	139,048	\$ 834,121	1,421,262	November	583,576	116,743	\$ 700,320	1,255,151	November	-	-	\$ -	697,695
December	713,079	142,650	\$ 855,729	2,276,991	December	761,258	152,288	\$ 913,546	2,168,697	December	-	-	\$ -	697,695
January	488,228	97,669	\$ 585,897	2,862,888	January	489,699	97,963	\$ 587,663	2,756,359	January	-	-	\$ -	697,695
February	479,957	96,014	\$ 575,972	3,438,860	February	531,445	106,315	\$ 637,760	3,394,119	February	-	-	\$ -	697,695
March	615,561	123,142	\$ 738,703	4,177,563	March	645,886	129,208	\$ 775,094	4,169,213	March	-	-	\$ -	697,695
April	491,534	98,330	\$ 589,865	4,767,428	April	544,061	108,838	\$ 652,899	4,822,112	April	-	-	\$ -	697,695
May	546,115	109,249	\$ 655,365	5,422,792	May	546,384	109,303	\$ 655,687	5,477,799	May	-	-	\$ -	697,695
June	647,699	129,571	\$ 777,270	6,200,063	June	609,622	121,954	\$ 731,575	6,209,374	June	-	-	\$ -	697,695
July	509,983	102,021	\$ 612,004	6,812,067	July	557,769	111,581	\$ 669,349	6,878,723	July	-	-	\$ -	697,695
August	591,982	118,425	\$ 710,407	7,522,474	August	517,921	103,609	\$ 621,530	7,500,254	August	-	-	\$ -	697,695
September	581,058	116,239	\$ 697,297	8,219,771	September	666,098	133,252	\$ 799,350	8,299,604	September	-	-	\$ -	697,695
	\$ 6,849,535	\$ 1,370,236	\$ 8,219,771			\$ 6,916,060	\$ 1,383,544	\$ 8,299,604			\$ 581,389	\$ 116,306	\$ 697,695	





GENERAL FUND REVENUES

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

	November 2024					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Property Taxes		\$ 183,014	\$ 763,419	24.0%			\$ 206,910	\$ 1,526,838	13.6%		\$ 206,910	\$ 9,161,027	2.3%		\$ 204,110	\$ 7,969,028	2.6%
Sales Tax		604,996	515,169	117.4%			1,075,288	\$ 1,030,338	104.4%		1,075,288	6,182,026	17.4%		1,059,436	5,455,077	19.4%
Franchise Tax		248,518	88,917	279.5%			282,399	\$ 177,833	158.8%		282,399	1,067,000	26.5%		275,019	1,055,713	26.1%
Permits Licenses & Fees		43,153	22,459	192.1%			131,824	\$ 44,918	293.5%		131,824	269,505	48.9%		41,680	104,534	39.9%
Fines & Warrants		15,300	27,946	54.7%			37,801	\$ 55,893	67.6%		37,801	335,355	11.3%		55,348	355,460	15.6%
Lease / Rental Revenue		1,224	2,288	53.5%			5,282	\$ 4,577	115.4%		5,282	27,460	19.2%		5,493	27,460	20.0%
Charges for Services		65,824	3,367	1955.2%			82,830	\$ 6,733	1230.2%		82,830	40,400	205.0%		3,247	40,400	8.0%
Intergovernmental Revenue		3,359	189,302	1.8%			6,666	\$ 378,604	1.8%		6,666	2,271,622	0.3%		-	2,271,622	0.0%
Other Income		47,003	35,925	130.8%			117,807	\$ 71,850	164.0%		117,807	431,100	27.3%		115,822	148,152	78.2%
Interfund Activity		224,173	224,173	100.0%			448,346	\$ 448,346	100.0%		448,346	2,690,075	16.7%		408,636	2,483,757	16.5%
Total Revenues		\$ 1,436,564	\$ 1,872,964	76.7%			\$ 2,395,153	\$ 3,745,928	63.9%		\$ 2,395,153	\$ 22,475,570	10.7%		\$ 2,168,792	\$ 19,911,203	10.9%

YEAR-TO-DATE OVERVIEW
November 30, 2024 marks the end of the second period of the fiscal year. General Fund revenue of \$2,395,153 is around -\$1,350,775 less than projected and increased 10.44% over last fiscal year mostly due to more permits issued from construction activity .

PROPERTY TAXES
Tax collection of \$206,910 is around -\$1.32 million less than projected and increased around \$2,800 compared to last year or 1.37% over last fiscal year.

SALES TAX
Through November 30, 2024, \$1,075,288 of sales tax revenue has been received. Receipts are around \$44,950 more than projected and are increased about \$15,852 from last fiscal year.

FRANCHISE TAX
Year-to-date Franchise Taxes total \$282,399. Receipts are \$104,566 higher than projected. Collections are \$7,380 more than the previous fiscal year.

PERMITS LICENSES & FEES
Revenue of \$131,824 is about \$86,906 more than the year-to-date projection and is increased around \$90,144 over November 2023 year-to-date receipts.

FINES & WARRANTS
Revenue of \$37,801 is \$18,091 less than the year-to-date projection. Collections are decreased around \$17,547 from the prior year.

LEASE & RENTAL REVENUE
Through November 30, 2024, \$5,282 of lease & rental revenue has been earned. This amount is about \$705 more than the year-to-date projection and is about -\$211 more than last fiscal year.

CHARGES FOR SERVICES
Charges for services revenue year-to-date is \$82,830 which is about \$76,097 more than year-to-date projections. Collections are increased approximately -\$79,583 over last fiscal year.

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

OTHER INCOME
As of November 30, \$117,807 of other income was received. This revenue includes Interest and other miscellaneous one-off revenue that is not received consistently.

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



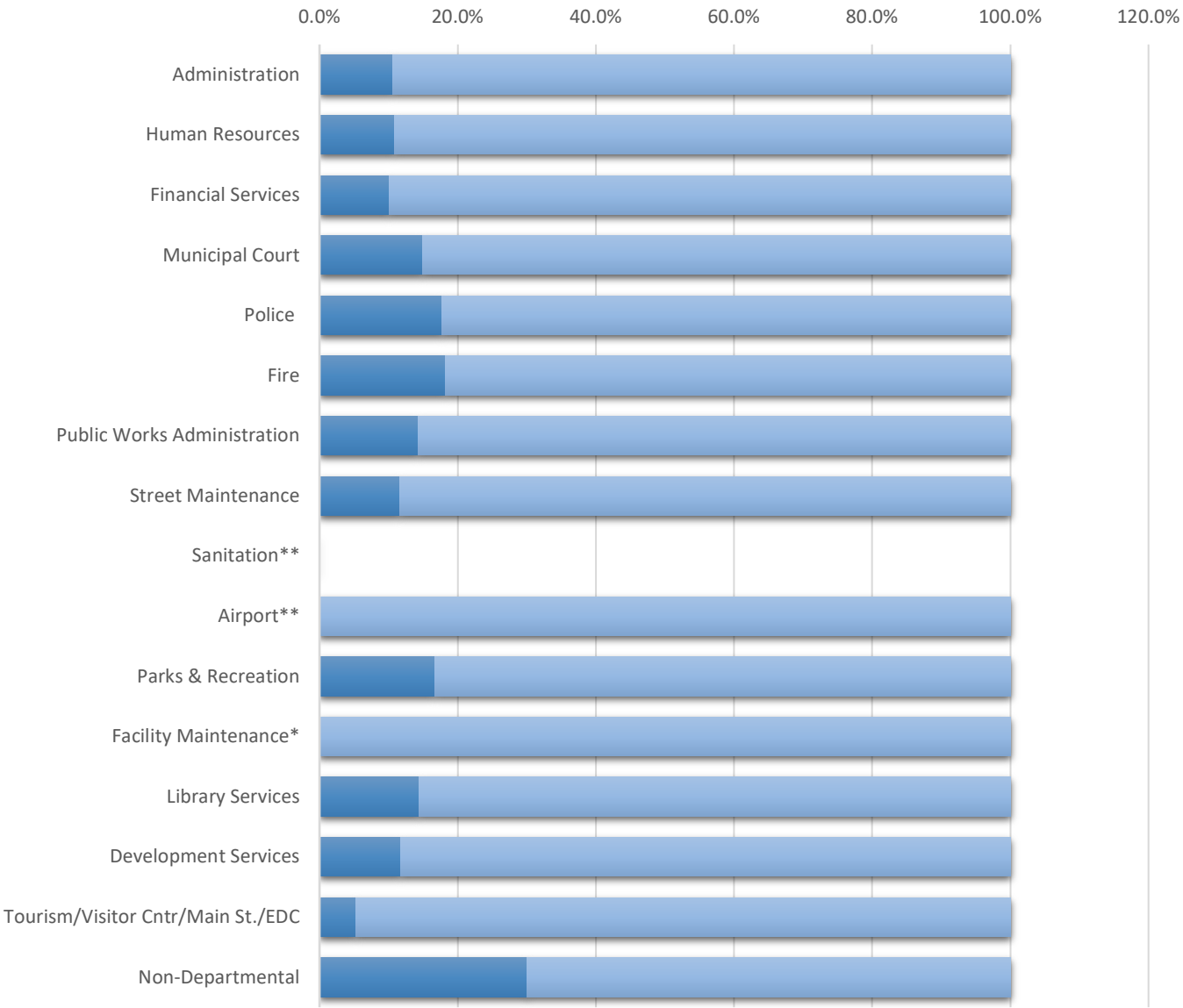
GENERAL FUND EXPENDITURES

	November 2024			November 2023		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Administration	74,973	\$ 709,031	10.6%	102,990	\$ 719,976	14.3%
Human Resources	35,393	325,311	10.9%	42,940	317,519	13.5%
Financial Services	64,665	641,173	10.1%	140,951	612,524	23.0%
Municipal Court	53,063	355,172	14.9%	64,169	342,447	18.7%
Police	1,163,420	6,570,756	17.7%	1,072,447	5,791,066	18.5%
Fire	740,596	4,064,180	18.2%	672,424	3,708,964	18.1%
Public Works Administration	79,267	557,034	14.2%	74,133	426,630	17.4%
Street Maintenance	440,738	3,808,731	11.6%	839,527	3,778,314	22.2%
Sanitation**	-	-	0.0%	-	-	0.0%
Airport**	-	-	0.0%	-	-	0.0%
Parks & Recreation	270,508	1,624,443	16.7%	170,731	1,289,403	13.2%
Facility Maintenance*	-	-	0.0%	-	-	0.0%
Library Services	98,163	683,536	14.4%	112,872	640,220	17.6%
Development Services	66,702	569,035	11.7%	70,461	548,206	12.9%
Tourism/Visitor Cntr/Main St./EDC	813	15,500	5.2%	1,148	13,950	8.2%
Non-Departmental	502,849	1,671,884	30.1%	453,856	1,765,917	25.7%
Total Expenditures	\$ 3,591,149	\$ 21,595,786	16.6%	\$ 3,818,647	\$ 19,955,136	19.1%

OVERVIEW

November 30, 2024, marks the beginning of the FY 2025 budget year. The year-to-date budget percentage for budgetary comparison is therefore 8.3%. Year to date expenditures total \$3,591,149 or 16.6% of the budget and are therefore at budgetary expectations. FY 2025 expenditures are decreased around -\$.23M or -5.96%, over FY 2024.

* Department combined with another department in the General Fund.
** Department moved to a separate fund.





UTILITY FUND REVENUES

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

	November 2024					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Charges for Services	<div><div></div><div></div><div></div></div>	\$ 962,513	\$ 902,058	106.7%		<div><div></div><div></div><div></div></div>	\$ 1,325,254	\$ 1,804,116	73.5%		\$ 1,325,254	\$ 10,824,697	12.2%		\$ 1,239,707	\$ 9,125,000	13.6%
Intergovernmental Revenue	<div><div></div><div></div><div></div></div>	8,374	4,167	201.0%		<div><div></div><div></div><div></div></div>	8,374	\$ 8,333	100.5%		8,374	50,000	16.7%		-	15,068,197	0.0%
Other Income	<div><div></div><div></div><div></div></div>	16,103	7,500	214.7%		<div><div></div><div></div><div></div></div>	33,717	\$ 15,000	224.8%		33,717	90,000	37.5%		47,843	60,000	79.7%
Interfund Activity	<div><div></div><div></div><div></div></div>	-	-	0.0%		<div><div></div><div></div><div></div></div>	-	\$ -	0.0%		-	-	0.0%		-	-	0.0%
Total Revenues	<div><div></div><div></div><div></div></div>	\$ 986,990	\$ 913,725	108.0%		<div><div></div><div></div><div></div></div>	\$ 1,367,345	\$ 1,827,449	74.8%		\$ 1,367,345	\$ 10,964,697	12.5%		\$ 1,287,549	\$ 24,253,197	5.3%

YEAR-TO-DATE OVERVIEW
Total Utility Fund operational revenue of \$1,367,345 ended November about \$460,104 less than the year-to-date projection and revenue was increased about \$79,796 from the same period prior fiscal year.

WATER AND SEWER CHARGES
Revenue totaling \$1,325,254 was approx \$478,862 less than the year-to-date projection.

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

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

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



UTILITY FUND EXPENDITURES

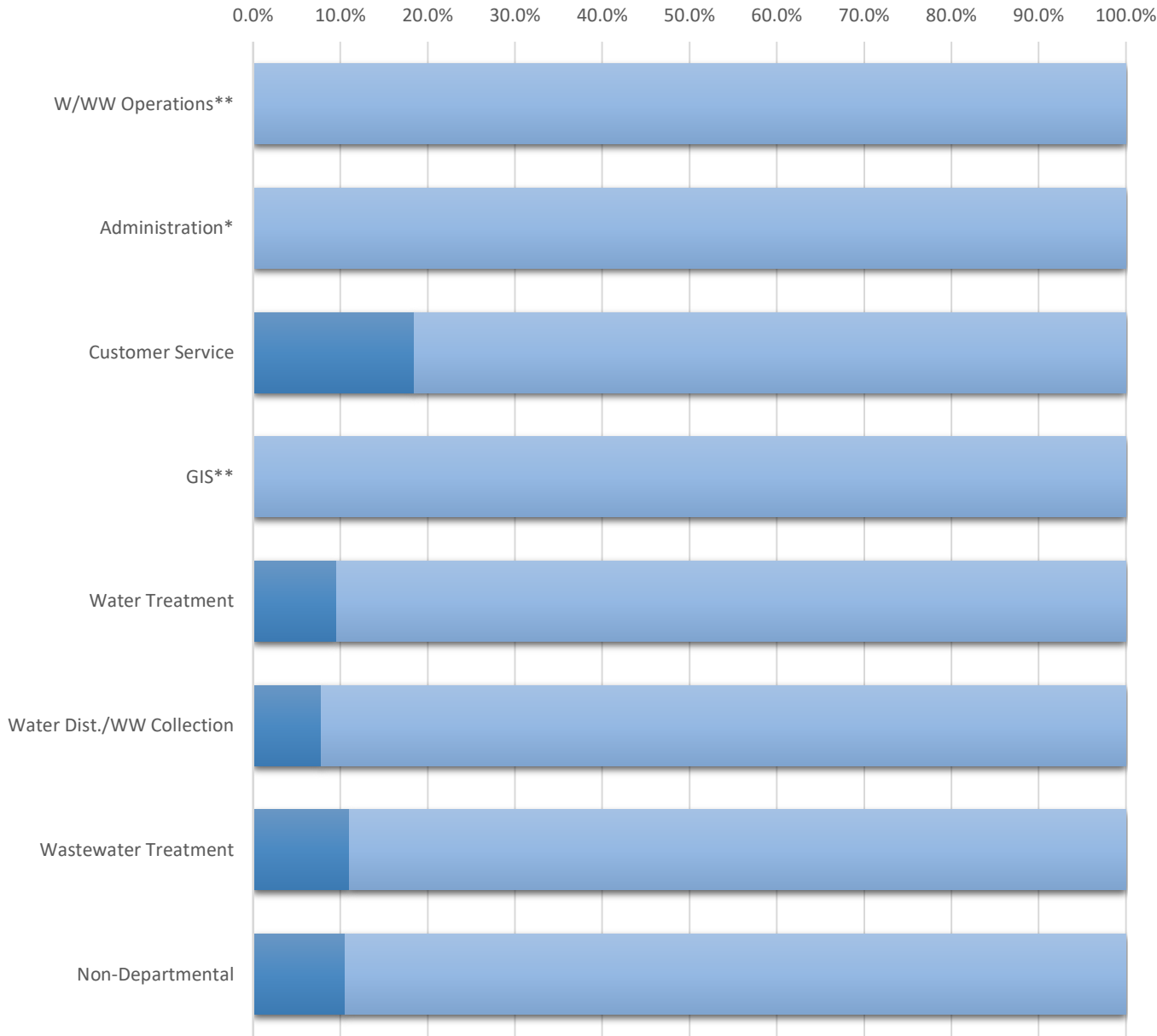
	November 2024			November 2023		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
W/WW Operations**	-	\$ -	0.0%	\$ 8,881	\$ 1,072,148	0.8%
Administration*	-	-	0.0%	\$ -	-	0.0%
Customer Service	125,427	678,547	18.5%	\$ 139,845	626,306	22.3%
GIS**	-	-	0.0%	\$ -	-	0.0%
Water Treatment	331,825	3,481,663	9.5%	\$ 288,264	3,167,893	9.1%
Water Dist./WW Collection	1,076,371	13,796,350	7.8%	\$ 518,253	13,934,866	3.7%
Wastewater Treatment	262,074	2,385,603	11.0%	\$ 268,243	2,300,351	11.7%
Non-Departmental	352,175	3,351,236	10.5%	\$ 303,288	3,275,259	9.3%
Total Expenditures	\$ 2,147,871	\$ 23,693,399	9.1%	\$ 1,526,775	\$ 24,376,823	6.3%

OVERVIEW

November 30, 2024 marks the beginning of the FY 2025 budget year. The year-to-date budget percentage for budgetary comparison is therefore 8.3%. Year to date expenditures total \$2,147,871 or 9.1% of the budget and are therefore under budgetary expectations. FY 2025 expenditures decreased approximately -\$621,096, or about 40.68%, less than FY 2024. This is due to differences in project completion and invoicing.

* Department moved to General Fund 010-510

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





City of Palestine, Texas
Financial Statement
As of November 30, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010 -GENERAL FUND- DETAIL								
REVENUE								
PROPERTY TAXES								
010-41001	AD VALOREM TAXES - CURRENT	8,991,027	163,605	160,167	1.8%	8,830,860	179,631	(19,464)
010-41002	PROPERTY TAX DELINQUENT	80,000	14,096	35,936	44.9%	44,064	17,034	18,901
010-41003	PROPERTY TAX PENALTY	90,000	5,313	10,807	12.0%	79,193	7,445	3,362
*** REVENUE CATEGORY TOTALS ***		9,161,027	183,014	206,910	2.3%	8,954,117	204,110	2,800
SALES TAX								
010-41010	CITY SALES TAX	5,490,255	532,900	947,254	17.3%	4,543,001	938,469	8,785
010-41011	MIXED BEVERAGE TAX	38,170	5,484	9,628	25.2%	28,542	3,658	5,970
010-41012	CITY SALES TAX - PROP TAX REDU	653,601	66,613	118,407	18.1%	535,195	117,309	1,098
*** REVENUE CATEGORY TOTALS ***		6,182,026	604,996	1,075,288	17.4%	5,106,738	1,059,436	15,852
FRANCHISE TAX								
010-41101	FRANCHISE - ELECTRICAL	825,000	240,973	240,973	29.2%	584,027	272,124	(31,151)
010-41102	FRANCHISE - GAS	200,000	-	33,880	16.9%	166,120	-	33,880
010-41103	FRANCHISE - TELEPHONE	27,000	5,331	5,331	19.7%	21,669	-	5,331
010-41104	FRANCHISE - CABLE TV	15,000	2,214	2,214	14.8%	12,786	2,895	(681)
*** REVENUE CATEGORY TOTALS ***		1,067,000	248,518	282,399	26.5%	784,601	275,019	7,380
PERMITS LICENSES AND FEES								
010-41301	BUILDING PERMIT FEES	150,000	20,386	92,893	61.9%	57,107	23,292	69,601
010-41302	ELECTRICAL PERMIT FEES	13,000	2,793	6,930	53.3%	6,070	3,022	3,908
010-41303	PLUMBING PERMIT FEES	10,000	1,908	3,063	30.6%	6,937	2,743	321
010-41304	HEALTH PERMITS	55,000	13,825	16,850	30.6%	38,150	-	16,850
010-41305	ALARM PERMITS	5,000	-	-	0.0%	5,000	125	(125)
010-41306	MECHANICAL PERMITS	5,250	105	315	6.0%	4,935	700	(385)
010-41307	FIRE OPERATION PERMITS	205	806	806	392.9%	(601)	240	566
010-41310	OTHER PERMITS	500	300	300	60.0%	200	-	300
010-41311	MERCHANT PERMITS	550	100	4,776	868.4%	(4,226)	300	4,476
010-41312	BEVERAGE PERMITS	7,000	-	-	0.0%	7,000	400	(400)
010-41313	ZONING AND PLAT FEES	8,000	-	870	10.9%	7,130	6,744	(5,874)
010-41315	CONTRACTOR LICENSE	10,000	500	2,500	25.0%	7,500	2,500	-
010-41317	RIGHT OF WAY FEES (ROW)	5,000	2,431	2,521	50.4%	2,479	1,615	906
*** REVENUE CATEGORY TOTALS ***		269,505	43,153	131,824	48.9%	137,681	41,680	90,144
FINES AND WARRANTS								
010-41401	MUNICIPAL COURT FINES	330,000	14,859	36,997	11.2%	293,003	54,712	(17,715)
010-41403	LIBRARY FINES	5,000	168	468	9.4%	4,532	566	(98)
010-41404	WARRANT SERVICE FEES	120	-	47	39.0%	73	35	12
010-41405	JFCI JUDICIAL FEE - CITY	35	1	5	14.9%	30	6	(1)
010-41406	MUNICIPAL JURY FUND	200	9	22	11.0%	178	30	(8)
010-41411	LIEN REVENUE	-	263	263	0.0%	(263)	-	263
010-41413	ALARM FINES	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***		335,355	15,300	37,801	11.3%	297,554	55,348	(17,547)
LEASE/RENTAL REVENUE								
010-41605	OTHER RENTS & LEASES	700	-	-	0.0%	700	-	-
010-41608	FARMERS MARKET RENTS	-	-	400	0.0%	(400)	-	400
010-41611	CELL TOWER RENTAL	26,760	1,224	4,882	18.2%	21,878	5,493	(611)
*** REVENUE CATEGORY TOTALS ***		27,460	1,224	5,282	19.2%	22,178	5,493	(211)
CHARGES FOR SERVICE								
010-41706	SALE OF EQUIPMENT	358,182	63,080	76,685	21.4%	281,498	-	76,685



City of Palestine, Texas
Financial Statement
As of November 30, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010-41712	OPEN RECORD FEE	3,000	103	709	23.6%	2,291	403	306
010-41713	RECREATION FEE	4,000	190	620	15.5%	3,380	950	(330)
010-41715	SANITATION COLLECTION CHARGES	-	-	-	0.0%	-	-	-
010-41720	FIRING RANGE FEE	-	-	-	0.0%	-	-	-
010-41723	SALES TAX DISCOUNT	-	-	-	0.0%	-	-	-
010-41726	POOL PASS FEES	1,200	-	-	0.0%	1,200	-	-
010-41730	RETIREE INSURANCE	30,000	2,359	4,717	15.7%	25,283	1,457	3,260
010-41734	ATHLETIC FEES	-	-	-	0.0%	-	-	-
010-41735	MAIN STREET REVENUE	-	92	99	0.0%	(99)	437	(338)
*** REVENUE CATEGORY TOTALS ***		396,382	65,824	82,830	20.9%	313,552	3,247	79,583
INTERGOVERNMENTAL REVENUE								
010-41804	STATE & FEDERAL GRANTS	27,000	3,359	5,146	19.1%	21,854	-	5,146
010-41805	EMERGENCY MANAGEMENT REIMB	-	-	-	0.0%	-	-	-
010-41806	COUNTY - LIBRARY	75,000	-	-	0.0%	75,000	-	-
010-41808	TSRA ACCOUNTING SERVICE FEE	1,520	-	1,520	100.0%	-	-	1,520
010-41811	PEDC GRANT	-	-	-	0.0%	-	-	-
010-41812	LIBRARY GRANTS	5,000	-	-	0.0%	5,000	-	-
*** REVENUE CATEGORY TOTALS ***		108,520	3,359	6,666	6.1%	101,854	-	6,666
OTHER INCOME								
010-41901	INTEREST REVENUE	400,000	41,128	86,139	21.5%	313,861	110,857	(24,718)
010-41902	INSURANCE RECOVERIES	10,000	5,178	13,492	134.9%	(3,492)	3,813	9,680
010-41907	FIRE SUPPRESSION REVENUE	-	-	-	0.0%	-	-	-
010-41910	FIRE RECOVERY REVENUE	-	-	-	0.0%	-	333	(333)
010-41912	DONATIONS	10,000	211	17,279	172.8%	(7,279)	258	17,021
010-41913	LIBRARY LOST/DAMAGED BOOKS	1,000	96	96	9.6%	904	116	(20)
010-41916	LOT CLEANUP REIMBURSEMENT	-	-	-	0.0%	-	-	-
010-41918	LIBRARY REVENUE	5,100	369	648	12.7%	4,452	260	389
010-41919	AIRPORT FUEL SALES	-	-	-	0.0%	-	-	-
010-41922	REBATE REVENUE	-	-	-	0.0%	-	-	-
010-41927	TAX SALE EXCESS PROCEEDS	-	-	-	0.0%	-	-	-
010-41923	EMS FUEL SALES	-	-	-	0.0%	-	-	-
010-41924	MISC REVENUE	1,000	20	153	15.3%	847	146	7
010-41926	SCRAP METAL RECOVERY	4,000	-	-	0.0%	4,000	-	-
010-41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
010-41940	CASH OVER/SHORT	-	-	-	0.0%	-	40	(40)
*** REVENUE CATEGORY TOTALS ***		431,100	47,003	117,807	27.3%	313,293	115,822	1,985
INTERFUND ACTIVITY								
010-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
010-49150	TRANSFER FROM OCCUPANCY TAX	31,371	2,614	5,229	16.7%	26,143	5,229	-
010-49215	TRANSFER FROM PEDC	31,371	2,614	5,229	16.7%	26,143	5,229	-
010-49561	TRANSFER FROM UNEMP FUND	-	-	-	0.0%	-	-	-
010-49610	TRSF FROM UTILITY FUND	1,395,000	116,250	232,500	16.7%	1,162,500	198,488	34,012
010-49620	TRANSFER FROM SANITATION	1,232,333	102,694	205,389	16.7%	1,026,944	199,691	5,698
010-49625	TRSF FROM RETAIL FUND	-	-	-	0.0%	-	-	-
010-49819	TRANSFER FROM EMERGENCY FUND	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***		2,690,075	224,173	448,346	16.7%	2,241,729	408,636	39,710
*** TOTAL REVENUE ***		20,668,450	1,436,564	2,395,153	11.6%	18,273,297	2,168,792	226,362
010 -GENERAL FUND- DETAIL EXPENSE								
PERSONNEL								
010-51010	SALARIES & WAGES	8,998,796	672,883	1,286,311	14.3%	7,712,485	1,219,222	67,088
010-51011	PART-TIME WAGES	-	-	-	0.0%	-	-	-



City of Palestine, Texas
Financial Statement
As of November 30, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010-51020	OVERTIME	518,658	52,286	108,226	20.9%	410,432	120,008	(11,781)
010-51021	STEP OVERTIME	-	643	941	0.0%	(941)	-	941
010-51030	LONGEVITY	72,864	5,868	8,495	11.7%	64,369	8,851	(356)
010-51031	CERTIFICATION PAY	302,394	26,108	37,488	12.4%	264,905	35,333	2,155
010-51032	SHIFT PAY	15,600	1,150	1,735	11.1%	13,865	1,789	(54)
010-51033	CAR ALLOWANCE	6,300	525	998	15.8%	5,303	900	98
010-51034	UNIFORM ALLOWANCE	13,848	1,145	1,642	11.9%	12,206	1,332	310
010-51036	CELL PHONE ALLOWANCE	6,000	525	773	12.9%	5,228	896	(124)
010-51037	ON CALL PAY	1,200	350	540	45.0%	660	-	540
010-51040	SOCIAL SECURITY	760,129	56,767	108,456	14.3%	651,673	104,187	4,270
010-51050	HEALTH INSURANCE	1,295,721	91,028	216,496	16.7%	1,079,225	247,207	(30,711)
010-51061	WORKER'S COMPENSATION	357,281	30,581	58,307	16.3%	298,974	61,733	(3,425)
010-51063	UNEMPLOYMENT CLAIMS EXP.	50,000	-	-	0.0%	50,000	-	-
010-51070	RETIREMENT	1,482,642	109,752	208,767	14.1%	1,273,875	194,907	13,860
*** EXPENSE CATEGORY TOTALS ***		13,881,433	1,049,611	2,039,175	14.7%	11,842,258	1,996,365	42,810
SUPPLIES AND MATERIALS								
010-52010	OFFICE SUPPLIES/EQUIPMENT	75,030	2,164	3,544	4.7%	71,486	3,335	210
010-52020	POSTAGE	15,455	734	734	4.7%	14,721	827	(93)
010-52030	JANITORIAL SUPPLIES	45,300	2,967	3,274	7.2%	42,026	5,436	(2,162)
010-52031	CHEMICALS	4,000	1,609	1,609	40.2%	2,391	105	1,504
010-52032	PLANTS SEED FERTILIZER	2,000	-	-	0.0%	2,000	-	-
010-52040	UNIFORMS/APPAREL	61,000	11,563	15,142	24.8%	45,858	14,208	934
010-52050	MEDICAL SUPPLIES	15,100	248	4,020	26.6%	11,080	832	3,188
010-52051	ANIMAL MEDICAL SUPPLIES	250	152	152	60.6%	98	-	152
010-52060	PUBLICATIONS	4,158	-	-	0.0%	4,158	357	(357)
010-52061	SAFETY MATERIALS	6,000	171	171	2.9%	5,829	191	(20)
010-52062	POLICE INFORMANT	3,000	-	-	0.0%	3,000	-	-
010-52070	GASOLINE AND OIL	3,500	148	148	4.2%	3,352	270	(122)
010-52080	SMALL TOOLS/EQUIPMENT	110,625	11,852	12,956	11.7%	97,670	15,801	(2,846)
010-52082	PERS PROTECTIVE EQUIP	30,000	-	4,281	14.3%	25,719	584	3,697
010-52083	ARSENAL	18,000	431	431	2.4%	17,569	3,132	(2,701)
010-52084	ELECTION EXPENSE	17,000	(295)	(295)	-1.7%	17,295	-	(295)
010-52091	FURNITURE & OFFICE EQUIPMENT	1,000	35	35	3.5%	965	-	35
010-52092	COMPUTER EQUIPMENT	-	-	-	0.0%	-	-	-
010-52120	STREET SIGNS	9,000	-	3,669	40.8%	5,331	2,485	1,184
010-52130	GARBAGE BAGS	-	-	-	0.0%	-	-	-
010-52201	READING PROGRAM	4,000	228	228	5.7%	3,772	1,523	(1,295)
010-52210	MARKETING SUPPLIES	1,800	213	213	11.8%	1,587	-	213
*** EXPENSE CATEGORY TOTALS ***		426,218	32,219	50,310	11.8%	375,908	49,086	1,224
PROF/CONTRACTUAL SERV								
010-53010	LEGAL SERVICES	120,000	3,068	3,068	2.6%	116,932	2,261	807
010-53011	LEGAL LITIGATION EXPENSES	50,000	-	-	0.0%	50,000	2,903	(2,903)
010-53012	LEGAL SERVICES - HR RELATED	6,000	61	61	1.0%	5,939	948	(887)
010-53016	JURY EXPENSE	500	-	-	0.0%	500	-	-
010-53017	MUNICIPAL PROSECUTORS	10,000	975	975	9.8%	9,025	465	510
010-53019	TOWING FEE	1,200	-	-	0.0%	1,200	-	-
010-53020	AUDIT & ACCOUNTING SERVICES	27,225	-	4,452	16.4%	22,773	2,619	1,833
010-53021	APPRAISAL DISTRICT	232,000	-	-	0.0%	232,000	-	-
010-53022	TAX ASSESSOR-COLLECTOR	14,000	-	-	0.0%	14,000	-	-
010-53023	RAILROAD WATER LINE LEASE	400	-	-	0.0%	400	-	-
010-53026	CODIFICATION	6,000	-	-	0.0%	6,000	-	-
010-53027	RECORDS MANAGEMENT	1,200	146	146	12.2%	1,054	461	(315)
010-53029	POLY/PSYCH	1,125	375	375	33.3%	750	-	375
010-53030	PROFESSIONAL SERVICES	14,350	255	255	1.8%	14,095	3,592	(3,337)
010-53031	CONSULTANT SERVICES	181,600	-	-	0.0%	181,600	3	(3)
010-53033	EMPLOYEE EAP	7,200	-	-	0.0%	7,200	-	-
010-53034	CITY SPONSORED EVENT	25,000	-	-	0.0%	25,000	-	-



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010-53035	MEDICAL/DOCTOR-HOSPITAL	-	-	-	0.0%	-	-	-
010-53037	PRE-EMPLOYMENT SCREENINGS	15,000	1,497	1,882	12.5%	13,118	2,411	(529)
010-53039	CIVIL SERVICE EXAMS	8,000	-	-	0.0%	8,000	212	(212)
010-53041	CITY ISSUED CELL PHONES	22,780	1,577	3,154	13.8%	19,626	2,892	261
010-53042	CITY ISSUED TABLETS	12,940	690	1,380	10.7%	11,560	2,227	(847)
010-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
010-53060	DEMOLITION/CLEANUP	5,000	-	-	0.0%	5,000	-	-
010-53070	UNIFORM SERVICES	-	-	-	0.0%	-	-	-
010-53075	RECRUITMENT / RETENTION	5,000	-	-	0.0%	5,000	-	-
010-53076	CERTIFICATION FEES	2,850	2,393	2,393	84.0%	457	2,357	36
010-53083	POSITION 1 TRAVEL	1,500	1,415	1,640	109.3%	(140)	630	1,010
010-53084	POSITION 2 TRAVEL	1,500	1,053	1,278	85.2%	222	801	477
010-53085	POSITION 3 TRAVEL	1,500	-	-	0.0%	1,500	-	-
010-53086	POSITION 4 TRAVEL	1,500	1,484	1,710	114.0%	(210)	714	996
010-53087	POSITION 5 TRAVEL	1,500	-	-	0.0%	1,500	652	(652)
010-53088	POSITION 6 TRAVEL	1,500	1,120	1,346	89.7%	154	714	631
010-53089	MAYOR POSITION TRAVEL	1,500	1,154	1,379	91.9%	121	440	939
010-53090	IT SUPPORT	75,640	12,028	12,028	15.9%	63,612	18,042	(6,014)
010-53095	SOFTWARE MAINTENANCE	429,861	17,275	121,662	28.3%	308,199	244,883	(123,222)
010-53100	CHAPTER 380 AGREEMENT	-	-	-	0.0%	-	-	-
010-53150	MARKETING SERVICES	500	-	-	0.0%	500	-	-
010-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	101	(101)
010-53310	EQUIPMENT RENTAL/LEASE	29,719	9,608	12,655	42.6%	17,064	1,664	10,991
010-53311	PRINTER/COPIER LEASE	33,345	-	-	0.0%	33,345	-	-
010-53315	VEHICLE LEASE FEES	687,565	57,796	104,799	15.2%	582,766	65,179	39,621
010-53321	UPRR LEASED LAND	500	-	-	0.0%	500	-	-
010-53331	CONTRACT SERV-HUMANE SOCIETY	35,000	-	-	0.0%	35,000	-	-
010-53333	BUILDING DEMOLITION	60,000	14,500	14,500	24.2%	45,500	-	14,500
010-53334	PESTICIDE SPRAYING	25,000	-	-	0.0%	25,000	-	-
010-53342	DUE TO OMNI	-	-	-	0.0%	-	-	-
010-53343	CHILD SAFETY FEE	-	-	-	0.0%	-	-	-
010-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
010-53503	RETIREE INSURANCE PREMIUMS	30,000	2,343	4,687	15.6%	25,313	4,730	(43)
010-53504	#N/A	-	-	-	0.0%	-	-	-
010-53505	#N/A	-	-	-	0.0%	-	-	-
010-53506	#N/A	-	-	-	0.0%	-	-	-
010-53508	#N/A	-	-	-	0.0%	-	-	-
010-53509	MEMBERSHIPS & SUBSCRIPTIONS	48,183	1,494	10,522	21.8%	37,661	21,263	(10,741)
010-53510	TRAVEL AND TRAINING	173,354	12,218	12,495	7.2%	160,859	29,386	(16,891)
010-53511	ADVERTISING	15,250	1,540	1,567	10.3%	13,683	1,620	(53)
010-53512	PRINTING SERVICES	6,900	165	873	12.7%	6,027	-	873
010-53513	MERCHANT CR CRD PROCESSING	24,500	4,117	8,220	33.6%	16,280	4,027	4,193
010-53514	TML INSURANCE	211,058	244,677	244,677	115.9%	(33,619)	210,454	34,223
010-53515	INSURANCE AND BONDS	500	-	-	0.0%	500	-	-
010-53516	LIFE, DISABILITY, AD & D PREM	-	4,689	8,929	0.0%	(8,929)	8,616	313
010-53517	CONTRACTUAL SERVICES	166,295	10,314	20,644	12.4%	145,651	18,498	2,145
010-53518	CITY POOL	146,020	30,823	34,589	23.7%	111,431	4,501	30,088
010-53520	JANITORIAL SERVICES	67,753	11,552	11,864	17.5%	55,889	10,481	1,383
*** EXPENSE CATEGORY TOTALS ***		3,046,813	452,403	650,204	21.3%	2,396,609	670,749	(20,544)
MAINTENANCE & REPAIR								
010-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	337,372	42,607	90,305	26.8%	247,068	35,242	55,062
010-54011	PLANTER BOXES-MAINTENANCE	200	240	240	120.2%	(40)	-	240
010-54020	STREET MAINTENANCE	200,000	206,379	219,225	109.6%	(19,225)	483,192	(263,968)
010-54022	CONCRETE REPAIR	20,000	-	11,960	59.8%	8,040	-	11,960
010-54110	MOTOR VEHICLE REPAIRS	78,100	23,712	26,922	34.5%	51,178	25,332	1,590
010-54120	EQUIPMENT REPAIR/MAINT EXP	49,200	5,883	7,959	16.2%	41,241	4,436	3,523
010-54121	GREEN'S PARK PORTABLE	-	-	-	0.0%	-	679	(679)
010-54125	LADDER TESTING	2,000	-	-	0.0%	2,000	-	-
010-54130	AIR PACK TESTING	1,500	-	-	0.0%	1,500	-	-



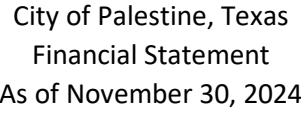
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010-54135	PUMP TESTING	1,600	-	-	0.0%	1,600	1,536	(1,536)
010-54140	JAWS TESTING	4,400	-	-	0.0%	4,400	-	-
*** EXPENSE CATEGORY TOTALS ***		694,372	278,821	356,610	51.4%	337,762	550,416	(193,806)
UTILITIES								
010-54500	UTILITIES - ELECTRIC	489,800	22,275	22,275	4.5%	467,525	24,550	(2,274)
010-54501	UTILITIES - WATER/SEWER	57,700	3,337	7,722	13.4%	49,978	10,241	(2,519)
010-54502	UTILITIES - GAS	16,500	907	1,781	10.8%	14,719	1,828	(47)
010-54503	PHONES/INTERNET	74,756	6,047	12,058	16.1%	62,698	19,152	(7,094)
010-54504	CITY POOL ELECTRIC	8,000	382	382	4.8%	7,618	730	(348)
*** EXPENSE CATEGORY TOTALS ***		646,756	32,949	44,218	6.8%	602,538	56,500	(12,282)
OTHER/MISC.								
010-55001	EMPLOYEE APPRECIATION	10,000	-	-	0.0%	10,000	448	(448)
010-55002	EVENTS & PROMOTIONS	5,000	115	115	2.3%	4,885	49	66
010-55200	MEETING MEALS	2,650	355	355	13.4%	2,295	402	(47)
010-55202	ANIMAL FOOD	200	-	-	0.0%	200	-	-
010-55203	CHRISTMAS ACTIVITIES	1,500	-	-	0.0%	1,500	-	-
010-55409	EMERGENCY RESPONSE EXP	-	-	-	0.0%	-	-	-
010-55411	DONATION FUNDED EXPENSE	10,000	2,233	10,589	105.9%	(589)	11,992	(1,404)
*** EXPENSE CATEGORY TOTALS ***		29,350	2,703	11,059	37.7%	18,291	12,891	(1,832)
CAPITAL OUTLAY								
010-58030	IMPROVEMENTS	-	-	-	0.0%	-	-	-
010-58040	VEHICLES & EQUIPMENT	467,500	81,566	111,750	23.9%	355,751	189,953	(78,204)
010-58060	COMPUTER SOFTWARE	-	-	-	0.0%	-	-	-
010-58070	LIBRARY BOOKS	50,000	768	5,696	11.4%	44,304	11,272	(5,576)
*** EXPENSE CATEGORY TOTALS ***		517,500	82,334	117,445	22.7%	400,055	201,225	(83,780)
INTERFUND ACTIVITY								
010-59240	TRANSFER TO AIRPORT FUND	307,633	25,636	51,272	16.7%	256,361	51,272	-
010-59283	TRANS TO HOME GRANT FUND-283	-	-	-	0.0%	-	-	-
010-59310	TRANSFER TO DEBT SERVICE FUND	1,054,225	87,852	175,704	16.7%	878,521	158,256	17,448
010-59511	TRSF TO VEH/EQUIP FUND	-	-	-	0.0%	-	-	-
010-59570	TRANSFER TO FLEET FUND	553,550	70,898	94,180	17.0%	459,370	72,145	22,035
*** EXPENSE CATEGORY TOTALS ***		1,915,408	184,386	321,156	16.8%	1,594,252	281,673	39,483
*** TOTAL EXPENSE ***		\$ 21,157,850	\$ 2,115,426	\$ 3,590,177	17.0%	\$ 17,567,673	\$ 3,818,905	\$ (228,728)
310 -DEBT SERVICE FUND- DETAIL								
REVENUE								
310-41001	AD VALOREM TAXES - CURRENT	429,656	7,415	7,219	1.7%	422,437	10,104	(2,885)
310-41002	DELINQUENT TAX REVENUE	25,680	1,042	2,687	10.5%	22,993	1,913	774
310-41003	PENALTY & INTEREST TAXES	22,229	463	1,057	4.8%	21,172	881	175
310-41901	INTEREST REVENUE	1,500	369	422	28.1%	1,078	1,209	(787)
310-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
310-49010	TRANSFER FROM GENERAL FUND	1,054,225	87,852	175,704	16.7%	878,521	158,256	17,448
310-49610	TRSF FROM UTILITY FUND	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		1,533,290	97,142	187,089	12.2%	1,346,201	172,363	14,726
310 -DEBT SERVICE FUND- DETAIL								
EXPENSE								
310-53030	PROFESSIONAL SERVICES	-	-	-	0.0%	-	-	-
310-53045	COMPLIANCE REPORTING	3,500	-	-	0.0%	3,500	-	-
310-55412	AGENT FEES	-	-	-	0.0%	-	-	-



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310-56024	PRINCIPAL- BONDED DEBT	425,833	-	-	0.0%	425,833	-	-
310-56025	PRINCIPAL - CAPITAL LEASE	230,379	-	165,815	72.0%	64,564	161,819	3,996
310-56050	INTEREST- BONDED DEBT	913,327	-	-	0.0%	913,327	-	-
310-56051	INTEREST- CAPITAL LEASE	20,331	-	16,071	79.0%	4,261	20,066	(3,996)
310-56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	1,556	(1,556)
*** TOTAL EXPENSE ***		\$ 1,593,370	\$ -	\$ 181,886	11.4%	\$ 1,411,485	\$ 183,442	\$ (1,556)
610 -WATER & WASTEWATER FUND - DETAIL								
REVENUE								
610-41706	SALE OF EQUIPMENT	91,713	29,500	29,500	32.2%	62,213	-	29,500
610-41709	WATER METERED SALES	5,748,650	507,001	704,866	12.3%	5,043,784	674,663	30,203
610-41710	METER REPLACEMENT FEE	-	-	-	0.0%	-	-	-
610-41711	SEWER SERVICE CHARGES	4,550,533	369,903	507,851	11.2%	4,042,682	497,731	10,120
610-41716	BULK WATER SALES	1,000	314	314	31.4%	686	-	314
610-41717	SEWER SURCHARGE	-	-	-	0.0%	-	-	-
610-41718	WATER TAPS	45,000	24,076	25,872	57.5%	19,128	4,419	21,453
610-41719	SEWER TAPS	45,000	5,917	5,917	13.1%	39,083	2,449	3,468
610-41724	SERVICE FEES	120,000	6,365	14,230	11.9%	105,770	19,389	(5,159)
610-41725	TAMPERING FEES	1,800	150	300	16.7%	1,500	-	300
610-41727	SEPTAGE FEES AND OTHER	30,000	1,880	3,433	11.4%	26,567	4,610	(1,177)
610-41728	REBATE - COMPOST FACILITY	20,000	-	-	0.0%	20,000	-	-
610-41732	MISC. CHARGES THRU WATER BILLS	1,000	66	132	13.2%	868	(720)	852
610-41733	PENALTY WATER BILLINGS	170,000	17,341	32,839	19.3%	137,161	37,166	(4,327)
610-41804	STATE & FEDERAL GRANTS	-	8,374	8,374	0.0%	(8,374)	-	8,374
610-41815	UNMWA REIMB.	50,000	-	-	0.0%	50,000	-	-
610-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
610-41901	INTEREST REVENUE	90,000	16,103	33,717	37.5%	56,283	32,494	1,223
610-41902	INSURANCE RECOVERIES	-	-	-	0.0%	-	13,576	(13,576)
610-41903	BOND SALE PREMIUM	-	-	-	0.0%	-	-	-
610-41924	MISC REVENUE	-	-	-	0.0%	-	-	-
610-41926	SCRAP METAL RECOVERY	-	-	-	0.0%	-	1,772	(1,772)
610-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
610-49620	TRANSFER FROM SANITATION	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		10,964,697	986,990	1,367,345	12.5%	9,597,351	1,287,549	79,796
610 -WATER & WASTEWATER FUND - DETAIL								
EXPENSE								
PERSONNEL								
610-51010	SALARIES & WAGES	1,401,735	104,729	206,770	14.8%	1,194,965	199,817	6,954
610-51020	OVERTIME	164,720	20,836	36,604	22.2%	128,116	36,371	233
610-51030	LONGEVITY	6,768	642	920	13.6%	5,848	918	2
610-51031	CERTIFICATION PAY	28,800	2,550	3,720	12.9%	25,080	7,623	(3,903)
610-51032	SHIFT PAY	3,600	400	580	16.1%	3,020	461	119
610-51034	UNIFORM ALLOWANCE	6,451	521	748	11.6%	5,704	638	109
610-51036	CELL PHONE ALLOWANCE	6,600	600	848	12.8%	5,753	998	(151)
610-51037	ON CALL PAY	-	1,900	3,555	0.0%	(3,555)	-	3,555
610-51040	SOCIAL SECURITY	122,550	9,909	19,101	15.6%	103,449	18,512	589
610-51050	HEALTH INSURANCE	296,089	20,056	50,285	17.0%	245,804	59,624	(9,339)
610-51061	WORKER'S COMPENSATION	57,211	5,832	11,058	19.3%	46,153	10,025	1,033
610-51070	RETIREMENT	239,769	18,925	36,331	15.2%	203,438	34,641	1,690
*** EXPENSE CATEGORY TOTALS ***		2,334,293	186,902	370,519	15.9%	1,963,774	369,629	890
SUPPLIES AND MATERIALS								
610-52010	OFFICE SUPPLIES/EQUIPMENT	5,700	230	230	4.0%	5,470	110	120
610-52020	POSTAGE	35,900	5,084	10,084	28.1%	25,816	5,100	4,984
610-52030	JANITORIAL SUPPLIES	2,600	-	-	0.0%	2,600	-	-
610-52031	CHEMICALS	500,000	49,275	57,352	11.5%	442,648	52,396	4,955

OTHER/MISC.



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610-55005	TCEQ PERMITTING	65,000	29,878	31,893	49.1%	33,107	29,878	2,015
610-55030	BAD DEBT EXPENSE	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		65,000	29,878	31,893	49.1%	33,107	29,878	2,015
REVENUE BOND PRINCIPAL PAYMENT								
610-56005	REVENUE BOND PRIN PAYMENT	760,000	-	-	0.0%	760,000	-	-
610-56009	CERT OBLIG PRIN PAYMENT	327,167	-	-	0.0%	327,167	-	-
610-56025	PRINCIPAL - CAPITAL LEASE	63,417	-	63,417	100.0%	-	61,955	1,462
610-56050	INTEREST- BONDED DEBT	713,641	-	(106,982)	-15.0%	820,623	(110,179)	3,198
610-56051	INTEREST- CAPITAL LEASE	1,497	-	1,497	100.0%	-	2,959	(1,462)
610-56054	PAY/ESCROW AGENT FEES	2,000	-	-	0.0%	2,000	750	(750)
*** EXPENSE CATEGORY TOTALS ***		1,867,722	-	(42,068)	-2.3%	1,909,790	(44,515)	2,448
CAPITAL OUTLAY								
610-58030	IMPROVEMENTS	12,659,550	359,943	800,461	6.3%	11,859,089	151,843	648,618
610-58040	VEHICLES & EQUIPMENT	404,000	88,621	88,621	21.9%	315,379	17,436	71,185
610-58044	COMMUNICATION EQUIPMENT	50,000	2,184	3,897	7.8%	46,103	-	3,897
610-58046	LIFT STATION REPLACEMENT	1,146,800	-	-	0.0%	1,146,800	-	-
*** EXPENSE CATEGORY TOTALS ***		14,260,350	450,749	892,979	6.3%	13,367,371	169,279	723,700
INTERFUND ACTIVITY								
610-59010	TRANSFER TO/FROM GENERAL FUND	1,395,000	116,250	232,500	16.7%	1,162,500	198,488	34,012
610-59570	TRANSFER TO FLEET FUND	158,700	14,558	33,794	21.3%	124,906	28,232	5,562
*** EXPENSE CATEGORY TOTALS ***		1,553,700	130,808	266,294	17.1%	1,287,406	226,719	39,575
*** TOTAL EXPENSE ***		\$ 24,365,188	\$ 1,320,029	\$ 2,147,871	8.8%	\$ 22,217,316	\$ 1,526,775	\$ 621,096
620-SANITATION FUND- DETAIL								
REVENUE								
620-41715	SANITATION COLLECTION CHARGES	3,160,569	267,321	378,557	12.0%	2,782,012	372,210	6,347
620-41721	COLLECTION BAG SALES	20,000	1,447	2,813	14.1%	17,187	2,431	382
620-41722	CLEAN STREETS PROGRAM	166,233	14,040	28,050	16.9%	138,183	28,199	(149)
620-41723	SALES TAX DISCOUNT	600	130	130	21.6%	470	155	(26)
620-41729	ROLL OFF CHARGES	721,313	75,500	176,577	24.5%	544,736	120,731	55,846
620-41901	INTEREST REVENUE	7,000	-	137	2.0%	6,863	241	(104)
620-41902	INSURANCE RECOVERIES	-	-	-	0.0%	-	-	-
620-41922	REBATE REVENUE	15,000	-	-	0.0%	15,000	35,598	(35,598)
620-41924	MISC REVENUE	-	-	-	0.0%	-	-	-
620-41926	SCRAP METAL RECOVERY	-	-	-	0.0%	-	-	-
620-49010	TRANSFER FROM GENERAL FUND	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		4,090,715	358,437	586,264	14.3%	3,504,451	559,565	26,699
620-SANITATION FUND- DETAIL								
EXPENSE								
SUPPLIES AND MATERIALS								
620-52080	SMALL TOOLS/EQUIPMENT	500	-	-	0.0%	500	-	-
620-52130	GARBAGE BAGS	10,000	-	-	0.0%	10,000	4,966	(4,966)
*** EXPENSE CATEGORY TOTALS ***		10,500	-	-	0.0%	10,500	4,966	(4,966)
PROF/CONTRACTUAL SERV								
620-53504	ROLL OFFS	453,932	107,121	107,121	23.6%	346,811	82,474	24,648
620-53505	RESIDENTIAL COLLECTION	808,000	151,779	151,779	18.8%	656,221	146,732	5,048
620-53506	COMMERCIAL COLLECTION	1,456,000	271,585	271,585	18.7%	1,184,415	255,347	16,238
620-53508	CITY WIDE CLEAN-UP COLLECTION	85,000	59	59	0.1%	84,941	37,532	(37,473)



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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
620-53520	JANITORIAL SERVICES	1,450	121	121	8.3%	1,329	242	(121)
*** EXPENSE CATEGORY TOTALS ***		2,804,382	530,665	530,665	18.9%	2,273,717	522,326	8,340
MAINTENANCE & REPAIR								
620-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	500	-	-	0.0%	500	-	-
620-54110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		500	-	-	0.0%	500	-	-
OTHER/MISC.								
620-55030	BAD DEBT EXPENSE	20,000	-	-	0.0%	20,000	-	-
620-55599	DEPRECIATION EXPENSE	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		20,000	-	-	0.0%	20,000	-	-
INTERFUND ACTIVITY								
620-59010	TRANSFER TO/FROM GENERAL FUND	1,232,333	102,694	205,389	16.7%	1,026,944	199,691	5,698
620-59570	TRANSFER TO FLEET FUND	23,000	2,918	3,072	13.4%	19,928	4,344	(1,272)
*** EXPENSE CATEGORY TOTALS ***		1,255,333	105,612	208,461	16.6%	1,046,872	204,035	4,426
*** TOTAL EXPENSE ***		\$ 4,090,715	\$ 636,278	\$ 739,126	18.1%	\$ 3,351,589	\$ 731,327	\$ 7,799



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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL								
REVENUE								
215-41013	PEDC SALES TAX	\$ 1,325,055	\$ 133,225	\$ 236,813	17.9%	\$ 1,088,242	234,617.26	\$ 2,196
215-41609	RENT - SUITE B	36,000	3,000	6,000	16.7%	30,000	6,000	-
215-41610	RENT - RESULTS CO	-	-	-	0.0%	-	35,907	(35,907)
215-41807	ETEX FIBER RECAPTURE	400,000	-	102,400	25.6%	297,600	99,381	3,019
215-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
215-41901	INTEREST REVENUE	65,000	12,709	25,100	38.6%	39,900	20,537	4,564
215-41932	TAH LOAN PYMT	34,064	2,839	5,677	16.7%	28,387	5,677	-
215-41938	SALE OF PROPERTY	-	-	-	0.0%	-	10	(10)
215-41924	MISC REVENUE	\$ -	\$ -	\$ -	0.0%	\$ -	0.00	\$ -
*** TOTAL REVENUE ***		1,860,119	151,773	375,992	20.2%	1,484,127	402,129	(26,138)
215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL								
EXPENSE								
PERSONNEL								
215-51010	SALARIES & WAGES	175,555	13,419	26,178	14.9%	149,377	18,924	7,254
215-51020	OVERTIME	-	-	-	0.0%	-	-	-
215-51030	LONGEVITY	288	30	41	14.2%	247	24	16
215-51031	CERTIFICATION PAY	-	-	-	0.0%	-	-	-
215-51036	CELL PHONE ALLOWANCE	600	50	73	12.1%	528	77	(4)
215-51040	SOCIAL SECURITY	13,817	1,029	2,006	14.5%	11,811	1,454	552
215-51050	HEALTH INSURANCE	24,943	1,881	4,895	19.6%	20,048	3,766	1,129
215-51061	WORKER'S COMPENSATION	708	55	108	15.2%	600	78	30
215-51070	RETIREMENT	26,124	1,956	3,810	14.6%	22,314	2,698	1,112
*** EXPENSE CATEGORY TOTALS ***		242,034	18,420	37,109	15.3%	204,924	27,021	10,089
SUPPLIES AND MATERIALS								
215-52010	OFFICE SUPPLIES/EQUIPMENT	4,100	215	215	5.2%	3,885	215	(0)
215-52020	POSTAGE	300	-	-	0.0%	300	-	-
215-52091	FURNITURE & OFFICE EQUIPMENT	2,500	-	-	0.0%	2,500	176	(176)
*** EXPENSE CATEGORY TOTALS ***		6,900	215	215	3.1%	6,685	392	(177)
PROF/CONTRACTUAL SERV								
215-53010	LEGAL SERVICES	55,000	878	878	1.6%	54,123	9,569	(8,691)
215-53020	AUDIT & ACCOUNTING SERVICES	5,000	-	742	14.8%	4,258	436	306
215-53030	PROFESSIONAL SERVICES	45,000	-	-	0.0%	45,000	1,200	(1,200)
215-53031	CONSULTANT SERVICES	20,000	-	-	0.0%	20,000	-	-
215-53041	CITY ISSUED CELL PHONES	-	-	-	0.0%	-	-	-
215-53090	IT SUPPORT	1,897	305	305	16.1%	1,593	457	(152)
215-53095	SOFTWARE MAINTENANCE	833	230	230	27.7%	603	221	9
215-53150	MARKETING SERVICES	75,000	1,545	2,545	3.4%	72,455	-	2,545
215-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	-	-



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215-53311	PRINTER/COPIER LEASE	3,500	-	-	0.0%	3,500	-	-
215-53315	VEHICLE LEASE FEES	-	-	-	0.0%	-	-	-
215-53330	CITY-PAID EXPENSES	-	-	-	0.0%	-	-	-
215-53500	LEGAL NOTICES	3,000	-	-	0.0%	3,000	-	-
215-53501	COMMUNICATIONS	-	-	-	0.0%	-	410	(410)
215-53509	MEMBERSHIPS & SUBSCRIPTIONS	22,250	4,537	8,534	38.4%	13,716	16,980	(8,445)
215-53510	TRAVEL AND TRAINING	10,000	3,784	3,784	37.8%	6,216	593	3,191
215-53512	PRINTING SERVICES	-	-	-	0.0%	-	-	-
215-53514	TML INSURANCE	13,000	15,187	15,187	116.8%	(2,187)	12,135	3,052
215-53515	INSURANCE AND BONDS	1,100	-	-	0.0%	1,100	912	(912)
215-53520	JANITORIAL SERVICES	4,100	600	600	14.6%	3,500	550	50
215-53617	PROJECTS SUPPORT GRANTS	300,000	-	-	0.0%	300,000	-	-
215-53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	-	-	0.0%	25,000	-	-
215-53663	COM DEV GRANT-GENERAL PROGRAM	75,000	-	-	0.0%	75,000	-	-
215-53664	BLDG IMPROVEMENT GRANT PROG	250,000	63,528	63,528	25.4%	186,472	-	63,528
215-53665	PRIOR YEAR BLDG IMPROV GRANTS	67,500	-	-	0.0%	67,500	-	-
*** EXPENSE CATEGORY TOTALS ***		977,180	90,593	96,332	9.9%	880,848	43,463	52,870
MAINTENANCE & REPAIR								
215-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	657	657	0.7%	99,343	5,816	(5,159)
215-54120	EQUIPMENT REPAIR/MAINT EXP	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		100,000	657	657	0.7%	99,343	5,816	(5,159)
UTILITIES								
215-54500	UTILITIES - ELECTRIC	78,000	1,737	2,127	2.7%	75,873	813	1,314
215-54501	UTILITIES - WATER/SEWER	4,000	512	512	12.8%	3,488	350	162
215-54503	PHONES/INTERNET	3,000	264	555	18.5%	2,445	827	(272)
*** EXPENSE CATEGORY TOTALS ***		85,000	2,514	3,194	3.8%	81,806	1,990	1,204
OTHER/MISC.								
215-55002	EVENTS & PROMOTIONS	-	-	-	0.0%	-	-	-
215-55009	BUSINESS RETENTION/EXPANSION	15,000	-	-	0.0%	15,000	308	(308)
215-55066	COMMUNITY EVENTS	-	-	-	0.0%	-	-	-
215-55067	HOSPITAL DEMOLITION	-	-	-	0.0%	-	-	-
215-55200	MEETING MEALS	3,500	78	78	2.2%	3,422	537	(459)
*** EXPENSE CATEGORY TOTALS ***		18,500	78	78	0.4%	18,422	846	(767)
DEBT SERVICE								
215-56005	REVENUE BOND PRIN PAYMENT	563,374	-	(32,879)	-5.8%	596,253	(5,687)	(27,192)
215-56050	INTEREST- BONDED DEBT	168,554	-	-	0.0%	168,554	-	-
215-56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	25,340	(25,340)
*** EXPENSE CATEGORY TOTALS ***		731,928	-	(32,879)	-4.5%	764,807	19,653	(52,532)



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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
CAPITAL OUTLAY								
215-58000	CAPITAL OUTLAY	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		-	-	-	0.0%	-	-	-
INTERFUND ACTIVITY								
215-59010	TRANSFER TO/FROM GENERAL FUND	49,586	2,614	5,229	10.5%	44,358	5,229	-
215-59570	TRANSFER TO FLEET FUND	250	122	175	69.9%	75	-	175
*** EXPENSE CATEGORY TOTALS ***		49,836	2,736	5,403	10.8%	44,433	5,229	175
*** TOTAL EXPENSE ***		\$ 2,211,378	\$ 115,212	\$ 110,110	5.0%	\$ 2,101,268	\$ 104,408	\$ 5,702



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NON MAJOR FUNDS SUMMARY							
	200	240	250	251	252	260	270
	HOTEL	AIRPORT	MUNICIPAL COURT	MUNICIPAL	MUNICIPAL	PD FORFEITURE FUND	COMMUNITY FOREST
Beginning Fund Balance	\$ 1,393,016	\$ 29,056	\$ 75,562	\$ 55,426	\$ 73,037	\$ 69,664	\$ 2,877
REVENUE							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	-	-	-	-	-
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	1,107	917	-	-	-
LEASE/RENTAL REVENUE	-	-	-	-	-	-	-
CHARGES FOR SERVICE	-	-	-	-	-	11,600	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	78,221	2,844	573	416	866	1,044	-
INTERFUND ACTIVITY	-	51,272	-	-	-	-	-
Total	78,221	54,116	1,679	1,333	866	12,644	-
EXPENSE							
PERSONNEL	33,141	4,513	-	-	-	-	-
SUPPLIES AND MATERIALS	372	-	-	-	-	-	-
PROF/CONTRACTUAL SERV	34,107	4,440	-	-	-	-	40,000
MAINTENANCE & REPAIR	2,408	9,704	-	-	-	-	-
UTILITIES	1,332	520	-	-	-	-	-
OTHER/MISC.	5,939	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
INTERFUND ACTIVITY	5,285	600	-	-	-	-	-
Total	82,584	19,777	-	-	-	-	40,000
Surplus (Deficit)	(4,362)	34,339	1,679	1,333	866	12,644	(40,000)
Ending Fund Balance	\$ 1,388,654	\$ 63,394	\$ 77,241	\$ 56,759	\$ 73,903	\$ 82,307	\$ (37,123)



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NON MAJOR FUNDS SUMMARY

	271	280	290	400	740	770	
	PERPETUAL CEMETERY FUND	GRANTS	STREET MAINTENANCE / REPAIR TAX	GENERAL CIP FUND	EQUIPMENT REPLACEMENT	FLEET FUND	TOTAL NON MAJOR FUNDS
Beginning Fund Balance	\$ 232,103	\$ 21,766	\$ 746,530	\$ 22,084,037	\$ 834,893	\$ (77,634)	\$ 25,540,333
REVENUE							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	118,407	-	-	-	118,407
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	-	-	-	-	2,024
LEASE/RENTAL REVENUE	-	-	-	-	-	-	-
CHARGES FOR SERVICE	4,000	-	-	-	-	-	15,600
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	1,088	146	-	89,082	-	10,444	184,723
INTERFUND ACTIVITY	-	-	-	-	-	131,878	183,150
Total	5,088	146	118,407	89,082	-	142,322	503,903
EXPENSE							
PERSONNEL	-	-	-	-	-	32,164	69,818
SUPPLIES AND MATERIALS	-	-	-	-	-	69,105	69,477
PROF/CONTRACTUAL SERV	-	-	-	-	-	2,185	80,732
MAINTENANCE & REPAIR	1,650	-	18,898	-	-	37,210	69,870
UTILITIES	-	-	-	-	-	1,658	3,510
OTHER/MISC.	-	-	-	-	-	-	5,939
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	290,197	-	-	290,197
INTERFUND ACTIVITY	-	-	-	-	-	-	5,885
Total	1,650	-	18,898	290,197	-	142,322	595,428
Surplus (Deficit)	3,438	146	99,509	(201,115)	-	-	(91,524)
Ending Fund Balance	\$ 235,541	\$ 21,912	\$ 846,039	\$ 21,882,922	\$ 834,893	\$ (77,634)	\$ 25,448,809



City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: November 30, 2024

	Par Value	Book Value	Market Value	Ratio Market-to-Book Value	
Beginning Balances					
Cash	\$ 15,554,332.65	\$ 15,554,332.65	\$ 15,554,332.65	100.00%	
Investments	37,640,718.40	37,640,718.40	37,640,718.40	100.00%	
Total	\$ 53,195,051.05	\$ 53,195,051.05	\$ 53,195,051.05	100.00%	
Activity					
Cash	\$142,143.07	142,143.07	142,143.07		
Investments					
Net Accretion & Amortization		-	-		
Purchases	250,000.00	250,000.00	250,000.00		
Maturities/Calls		-	-		
Changes to Market Value		-	(7,919,845.30)		
Withdrawals/Deposits	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)		
Interest Earnings	82,820.06	82,820.06	82,820.06		
Net Monthly Activity	(\$525,036.87)	(525,036.87)	(8,444,882.17)		
Ending Balances					
Cash	15,696,475.72	15,696,475.72	15,696,475.72	100.00%	
Investments	36,973,538.46	36,973,538.46	29,053,693.16	78.58%	
Total	\$ 52,670,014.18	\$ 52,670,014.18	\$ 44,750,168.88	84.96%	



City of Palestine, Texas
Summary of Cash and Investment Activity
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Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Prosperity Bank - Cash	\$2,591,960		\$ 100.000	0.200%	\$2,591,960	\$ 2,591,960	\$ 2,591,960	\$ -	1
N/A	N/A	N/A	BNY Mellon - Cash Reserve	226,975		100.000	0.000%	226,975	226,975	226,975	-	1
N/A	N/A	N/A	TexSTAR - Local Government Investment Pool	5,407,823		100.000	4.710%	5,407,823	5,407,823	5,407,823	-	1
N/A	N/A	N/A	TexSTAR - General Obligation Bond 2014	1,080,314		100.000	4.710%	1,080,314	1,080,314	1,080,314	-	1
N/A	N/A	N/A	FNC - Cash, Money Funds, & Bank Deposits	74,603		100.000	0.010%	74,603	74,603	74,603	-	1
N/A	N/A	N/A	FNC PEDC - Cash, Money Funds, & Bank Deposits	47,924		100.000	0.010%	47,924	47,924	47,924	-	1
1/13/2022	1/13/2025	3130AQGT4	Bond - Federal Home Loan Bank	1,000,000		100.000	1.100%	1,000,000	1,000,000	997,910	(2,090)	44
2/18/2022	2/18/2025	3130AQRN5	Bond - Federal Home Loan Bank	1,000,000		100.000	1.150%	1,000,000	1,000,000	\$997,910.00	(2,090)	80
4/5/2022	4/5/2025	14042TFC6	CD - Capital One Bank	250,000		100.000	2.580%	250,000	250,000	\$249,052.50	(948)	126
2/18/2022	2/18/2025	05580AJ39	CD - BMW Bank North America	200,000		100.000	1.460%	200,000	200,000	\$199,464.00	(536)	80
1/21/2022	1/21/2025	38149MU35	CD - Goldman Sachs	250,000		100.000	2.080%	250,000	250,000	\$249,890.00	(110)	52
5/11/2022	5/19/2025	02007GRK1	CD - Ally Bank	250,000		100.000	3.100%	250,000	250,000	\$248,990.00	(1,010)	170
5/11/2022	5/19/2025	0258ACS9	CD - American Express	250,000		100.000	3.100%	250,000	250,000	\$249,010.00	(990)	170
5/11/2022	5/19/2025	140442RRH6	CD - Capital One National Bank	250,000		100.000	3.100%	250,000	250,000	\$249,010.00	(990)	170
5/11/2022	5/19/2025	61690UJ43	CD - Morgan Stanley Bank	250,000		100.000	3.150%	250,000	250,000	\$249,030.00	(970)	170
5/11/2022	5/19/2025	61768EJP9	CD - Morgan Stanley Private Bank	250,000		100.000	3.150%	250,000	250,000	\$249,030.00	(970)	170
5/25/2022	5/27/2025	06740KQN0	CD- Barclays Bank	250,000		100.000	3.050%	250,000	250,000	\$248,900.00	(1,100)	178
5/25/2022	5/27/2025	254673E69	CD - Discover Bank	250,000		100.000	3.100%	250,000	250,000	\$248,942.50	(1,058)	178
6/30/2022	8/30/2024	87164DTM2	CD - Synovus Bank	-		100.000	3.200%	-	-	-	-	-92
6/30/2022	6/30/2025	90348J4C1	CD - UBS Bank	250,000		100.000	3.300%	250,000	250,000	\$248,882.50	(1,118)	212
7/22/2022	7/22/2025	87164XN36	CD - Synchrony Bank	250,000		100.000	3.050%	250,000	250,000	\$248,650.00	(1,350)	234
7/25/2022	7/25/2025	32022RRW9	CD - First Financial Bank	250,000		100.000	3.050%	250,000	250,000	\$248,370.00	(1,630)	237
9/28/2022	9/29/2025	307811EZ8	CD - Farmers & Merchants Bank	250,000		100.000	3.750%	250,000	250,000	\$249,165.00	(835)	303



City of Palestine, Texas
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Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
9/29/2022	9/29/2025	8266GET7	CD - Signature Bank	250,000		100.000	4.050%	250,000	250,000	\$249,647.50	(353)	303
9/30/2022	9/30/2025	32112UEC1	CD - First National Bank	250,000		100.000	3.750%	250,000	250,000	\$249,137.50	(863)	304
9/30/2022	9/30/2025	52470QCA0	CD - Legacy Bank & Trust	250,000		100.000	4.000%	250,000	250,000	\$249,570.00	(430)	304
10/7/2022	4/7/2025	84229LAX0	CD - Southern Bank	250,000		100.000	3.740%	250,000	250,000	\$249,607.50	(393)	128
10/13/2022	10/14/2025	07815ACD7	CD - Bell St Bank & Trust	250,000		100.000	4.210%	250,000	250,000	\$249,845.00	(155)	318
10/14/2022	4/14/2025	620476BB6	CD - Mound City Bank	250,000		100.000	4.160%	250,000	250,000	\$249,880.00	(120)	135
10/26/2022	10/28/2024	23204HLJ5	CD - Customers Bank	-		100.000	4.510%	-	-	-	-	-33
10/28/2022	10/28/2025	319477AN5	CD - First Citizens Bank & Trust	250,000		100.000	4.700%	250,000	250,000	\$250,855.00	855	332
11/15/2022	8/15/2024	66476QDC9	CD - Northern Bank & Trust	-		100.000	4.750%	-	-	-	-	-107
9/20/2019	9/20/2025	182001541	CD - Prosperity Bank	168,579		100.000	1.900%	168,579	168,579	168,579	-	294
9/20/2020	9/20/2024	182001540	CD - Prosperity Bank	165,252		100.000	0.500%	165,252	165,252	165,252	-	-71
9/27/2022	10/15/2024	62384RAQ9	CD - Mountain Amer Cr Un	-		100.000	4.750%	-	-	249,022	249,022	-46
11/23/2022	11/24/2025	849061AA4	CD - Spokane Teachers Cr Un	248,000		100.000	5.000%	248,000	248,000	249,647	1,647	359
11/28/2022	5/28/2024	397129AJ6	CD - Greenwood Cr Un	-		100.000	4.950%	-	-	-	-	-186
11/28/2022	11/28/2025	07181JAX	CD - Baxter Cr Un	248,000		100.000	4.950%	248,000	248,000	249,520	1,520	363
12/30/2022	12/30/2025	01882MAD4	CD - Alliant Cr Un	248,000		100.000	5.100%	248,000	248,000	250,041	2,041	395
12/23/2022	12/23/2024	9497634P8	CD - Wells Fargo Bank (PEDC)	249,000		100.000	4.750%	249,000	249,000	249,000	-	23
1/20/2023	7/22/2024	564759RU4	CD - Manufacturers & Traders Tr Co (PEDC)	-		100.000	4.600%	-	-	-	-	-131
1/31/2023	7/31/2024	33651FAH2	CD - First Source Fed Cr Un	-		100.000	4.750%	-	-	-	-	-122
2/15/2023	2/14/2025	369674CJ3	CD - General Electric Cr Un	248,000		100.000	5.000%	248,000	248,000	248,228	228	76
2/24/2023	2/24/2025	87868YAJ2	CD - Technology Cr Un San Jose	248,000		100.000	5.000%	248,000	248,000	248,241	241	86
3/8/2023	3/8/2028	011852AE0	CD - Alaska USA Fed Cr Un	249,000		100.000	4.600%	249,000	249,000	252,914	3,914	1194
3/10/2023	3/10/2028	92891CCZ3	CD - Vystar Cr Un	249,000		100.000	4.550%	249,000	249,000	252,548	3,548	1196



City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: November 30, 2024

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
5/24/2023	5/27/2025	59001PAT6	CD - Meritrust Fed Cr Un	150,000		100.000	5.000%	150,000	150,000	150,696	696	178
5/30/2023	5/30/2025	67054NBG7	CD - Numerica Cr Un	250,000		100.000	5.000%	250,000	250,000	250,738	738	181
7/14/2023	7/14/2028	91739JAA3	CD - Utah First Fed Cr Un	249,000		100.000	4.750%	249,000	249,000	259,672	10,672	1322
5/12/2023	12/30/2024	3134GXB29	Bond - Federal Home Ln Mtg Corp (CIP)	5,000,000		100.000	4.000%	5,000,000	5,000,000	4,994,400	(5,600)	30
2/16/2024	2/14/2025	3135GAP62	Bond - Federal Natl Mtg Assn (CIP)	-		100.000	5.000%	-	-	-	-	76
2/28/2024	3/1/2027	01025RAP4	SH CTF - Alabama Cr Un	250,000		100.000	4.500%	250,000	250,000	\$251,767.50	1,768	821
2/28/2024	3/1/2027	30960QAW7	SH CTF - Farmers Ins Group Fed Cr Un	250,000		100.000	4.500%	250,000	250,000	\$251,767.50	1,768	821
4/16/2024	8/31/2025	TSRYS5638348	US Treasury Securities NTS	500,000		100.000	5.000%	500,000	500,000	501,925	1,925	274
6/13/2024	6/14/2027	32026U5Y8	CD - First Fndtn Bk	240,000		100.000	4.900%	240,000	240,000	244,279	4,279	926
6/28/2024	6/28/2027	32023HBT4	CD - First Fed Svgs & Ln	248,000		100.000	5.250%	248,000	248,000	250,537	2,537	940
7/19/2024	7/21/2025	89841MBG1	CD - Trustone Finl Cr Un (PEDC)	248,000		100.000	5.100%	248,000	248,000	248,947	947	233
7/22/2024	7/21/2028	19058RAG6	CD - Coastal1 Cr Un	244,000		100.000	4.550%	244,000	244,000	247,980	3,980	1329
7/30/2024	7/30/2029	18507MAD3	CD - Clearpath Fed Cr Un	248,000		100.000	5.400%	248,000	248,000	249,431	1,431	1703
7/31/2024	7/31/2025	291916AQ7	CD - Empower Fed Cr Un (PEDC)	244,000		100.000	5.100%	244,000	244,000	244,988	988	243
7/31/2024	8/2/2027	795451DN0	CD - Sallie Mae Bk	250,000		100.000	5.000%	250,000	250,000	\$251,695.00	1,695	975
7/9/2024	1/10/2028	74048CBG6	CD - Premier Cmnty Bk	250,000		100.000	4.450%	250,000	250,000	\$251,752.50	1,753	1136
8/23/2024	8/23/2027	44330U3E0	CD - HSBC Bk	250,000		100.000	4.200%	250,000	250,000	\$247,927.50	(2,073)	996
8/12/2024	8/12/2027	3133ERNT4	Bond - Fed Farm Cr Bk	1,000,000		100.000	4.950%	1,000,000	1,000,000	997,490	(2,510)	985
9/13/2024	9/13/2027	87164DXJ4	CD - Synovus Bk	250,000		100.000	4.500%	250,000	250,000	\$249,850.00	(150)	1017
Totals/Weighted Average				\$29,071,430			3.632%	\$29,071,430	\$ 29,071,430	\$ 21,651,585	\$ 267,754	227
Benchmark - 4 Weeks Coupon Equivalent- Treasury Bill Rate							4.820%					



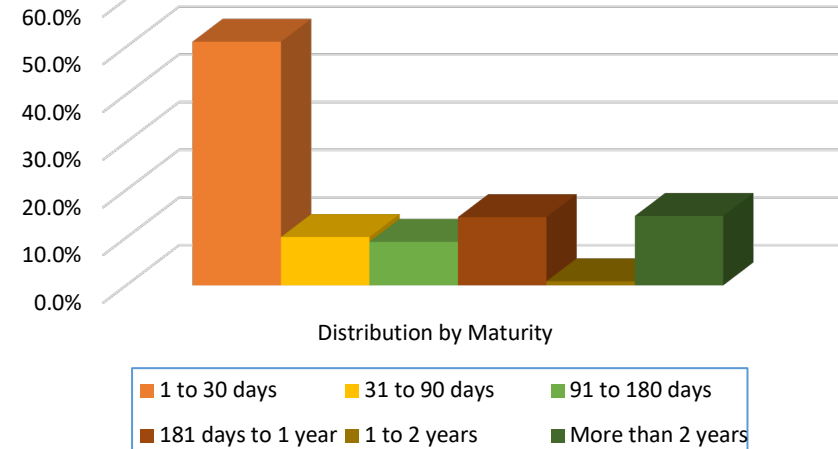
City of Palestine, Texas

Summary of Cash and Investment Activity

For the Month Ending: November 30, 2024

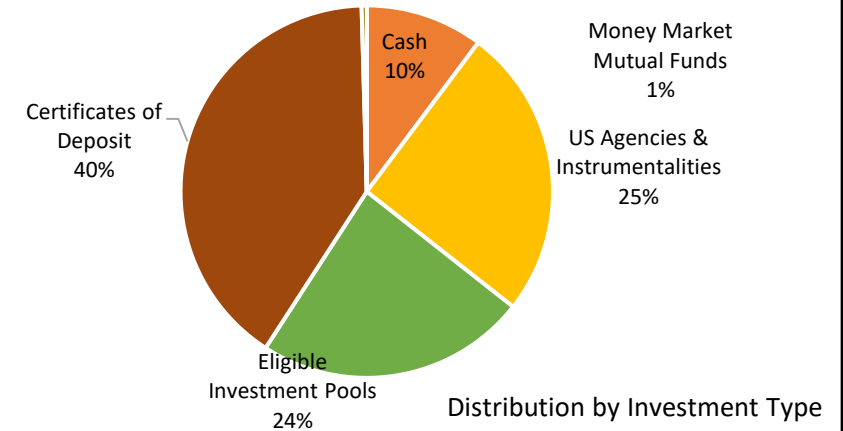
Distribution by Maturity

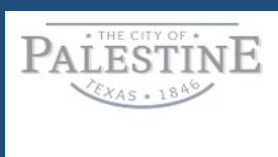
	Par Value	Percent
1 to 30 days	\$14,843,851	51.1%
31 to 90 days	2,946,000	10.1%
91 to 180 days	2,650,000	9.1%
181 days to 1 year	4,156,579	14.3%
1 to 2 years	248,000	0.9%
More than 2 years	4,227,000	14.5%
	<u>\$ 29,071,430</u>	<u>100.0%</u>



Distribution by Investment Type

	Book Value	Percent
Cash	\$2,818,935	9.7%
US Agencies & Instrumentalities	7,000,000	24.1%
Eligible Investment Pools	6,488,138	22.3%
Certificates of Deposit	11,141,830	38.3%
US Treasury Bills / Notes / Bonds	1,500,000	5.2%
Money Market Mutual Funds	122,527	0.4%
Repurchase Agreements	-	0.0%
	<u>\$ 29,071,430</u>	<u>100.0%</u>






City of Palestine, Texas
Cash and Investment Distribution by Fund
For the Month Ending: November 30, 2024

Transaction Information		010	200	215	240	250	251	252
Description	Security Type	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECON. DEV. CORP. (PEDC)	AIRPORT FUND	MUNICIPAL COURT - BLDG. SECURITY	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY
TexSTAR	Investment Pool	\$ 2,656,057	\$ 364,400	\$ 870,145	\$ 117,815	\$ 27,673	\$ 20,103	41,813
FNC/Pershing	Cash, Money Funds, & Bank Dep.	\$ 37,980	\$ 5,211	\$ 60,367	\$ 1,685	\$ 396	\$ 287	598
CD's	Certificates of Deposit	\$ 5,295,046	\$ 726,459	\$ 2,475,697	\$ 234,874	\$ 55,168	\$ 40,076	83,357
Total of Investments		7,989,083	1,096,069	3,406,209	354,374	83,237	60,467	125,768
Cash		330,387	411,511	14,655	3,442	2,501	5,201	6,307
Total Investments & Cash		8,319,470	1,507,580	3,420,864	357,816	85,737	65,668	132,075

Transaction Information		260	270	271	280	281	290	310
Description	Security Type	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
TexSTAR	Investment Pool	50,701	293,435	52,453	7,046	-	372,358	35,269
FNC/Pershing	Cash, Money Funds, & Bank Dep.	725	4,196	750	101	-	5,324	504
CD's	Certificates of Deposit	101,076	584,985	104,569	14,046	-	742,322	70,312
Total of Investments		152,502	882,616	157,772	21,193	-	1,120,004	106,085
Cash		6,525	45,328	876	-	-	46,318	36,500
Total Investments & Cash		159,027	927,944	158,649	21,193	\$ -	\$ 1,166,322	142,586

Transaction Information		400	610	620	740	770	TOTAL
Description	Security Type	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION	EQUIPMENT REPLACEMENT FUND	FLEET FUND	
TexSTAR	Investment Pool	1,114,916	519,136	(48,535)	-	(6,646)	6,488,138
FNC/Pershing	Cash, Money Funds, & Bank Dep.	495	4,697	(694)	-	(95)	122,527
CD's	Certificates of Deposit	8,208,702	654,870	(96,759)	-	(13,250)	19,281,552
Total of Investments		9,324,113	1,178,703	(145,988)	-	(19,991)	25,892,216
Cash		(827)	267,836	(6,037)	4,387	4,304	1,179,214
Total Investments & Cash		\$ 9,323,287	\$ 1,446,539	\$ (152,025)	\$ 4,387	\$ (15,687)	\$ 27,071,430

<div>  <div> City of Palestine, Texas Summary of Investment Earnings by Fund For the Month Ending: November 30, 2024 </div> </div>							
Description	010	200	215	240	250	251	252
	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECONOMIC DEV. CORP. (PEDC)	AIRPORT	MUNICIPAL COURT - BLDG SECURITY FUND	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY FEES
Bank Interest	407.65	55.93	437.40	18.08	4.25	3.09	6.42
TexSTAR	11,556.87	1,585.56	3,786.12	512.63	120.41	87.47	181.93
FNC/Pershing	448.26	61.50	288.58	19.88	4.67	3.39	7.06
CD's	12,512.42	1,716.65	7,082.47	555.02	130.36	94.70	196.98
Total	24,925.20	3,419.63	11,594.57	1,105.61	259.69	188.65	\$ 392.39
Description	260	270	271	280	281	290	310
	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
Bank Interest	7.78	45.04	8.05	1.08	-	57.15	5.41
TexSTAR	220.61	1,276.78	228.23	30.66	-	1,620.18	153.46
FNC/Pershing	8.56	49.52	8.85	1.19	-	62.84	5.95
CD's	238.85	1,382.34	247.10	33.19	-	1,754.14	166.15
Total	475.79	2,753.68	492.23	66.12	-	3,494.31	330.98
Description	400	610	620	740	770	TOTAL	
	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION FUND	EQUIPMENT REPLACEMENT FUND	FLEET FUND		
Bank Interest	5.31	50.42	(7.45)	-	(1.02)	1,104.57	
TexSTAR	44,670.35	2,229.93	(211.18)	-	(28.92)	68,021.08	
FNC/Pershing	5.84	55.44	(8.19)	-	(1.12)	1,022.22	
CD's	24,275.51	1,547.49	(228.64)	-	(31.31)	51,673.42	
Total	\$ 68,957.00	\$ 3,883.27	\$ (455.47)	\$ -	\$ (62.37)	\$ 121,821.29	

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



Andrew Sibai
Finance Director



Date: Dec 1, 2024

To: City Council
Andrew Sibai

From: Dilcia Alberto

Subject: NOVEMBER 2024 Utilities Billing Summary

BILLING: The following table includes totals from each Bill Calculation. It includes the number of active accounts (internal & external), billed consumption, dollars billed, and average bill amount.

Cycle	# of Customers	Consumption billed	Billed \$	Avg. Bill \$
1	1,765	18,158	297,487.65	168.55
2	1,549	16,041	270,902.20	174.89
3	2,066	14,825	311,993.19	151.01
4	1,432	15,512	313,607.59	219.00
5	25	N/A	4,067.50	162.70
6	2	62,670	1,880.10	940.05
Totals	6,839	127,206	1,199,938.23	175.46

* 5= Trash Only 6= Septage

LATE FEES ASSESSED: The following table shows reminder notices sent.

Cycle	# of Customers	Late fee \$	Avg. Per Bill \$
1	299	5,169.30	17.29
2	261	3,151.06	12.07
3	427	5,178.23	12.13
4	329	4,879.92	14.83
Totals	1,316	18,378.51	13.97

CUT OFF: A red notice is mailed 9 to 12 days prior to cutoff. Unpaid accounts with a past-due balance greater than \$65.00 are disconnected (Commercial businesses are red-tagged), and a cutoff penalty of \$50.00 is assessed. When they pay the past due balance and penalty, the service is reinstated. The following table summarizes the number of accounts cut off (in order) for the month.

Cycle	# of Customers	Cut off Fees Posted \$
4	35	1,750.00
1	20	1,000.00
2	38	1,900.00
3	40	2,000.00
Totals	133	6,650.00



Agenda Date: January 27, 2025
To: City Council
From: Andrew Sibai, Finance Director
Agenda Item: Dec 2024 Financial Statement
Date Submitted: 01/22/2025

SUMMARY:

December 2024 Financial Statement

RECOMMENDED ACTION:

No action needed

CITY MANAGER APPROVAL:

Attachments

December 2024 Financial Report



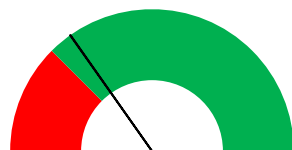
City of Palestine, Texas
Financial Statement
As of December 31, 2024

OVERVIEW

December 31st, 2024 marks the end of the third period of the FY 2025 budget year. Therefore, the year-to-date budget percentage for budgetary comparison is 25%.

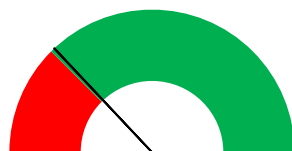
As of December 31st, 2024, General & Utility Fund combined revenues are \$8,025,584. This is lower than budgeted expectations at 24% of the annual budgeted amount. FY 2025 revenues are increased \$.75 million or 10% more than FY 2024. This is due to a modest increase along all major revenue sources between FY 2024 and FY 2025.

30.4% of Annual Projection



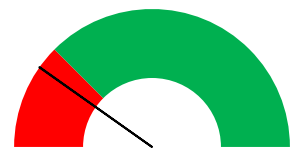
Property Taxes

25.9% of Annual Projection



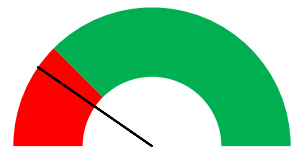
Sales Taxes

19.6% of Annual Projection



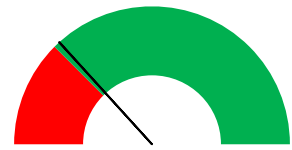
Water Sales

19.2% of Annual Projection



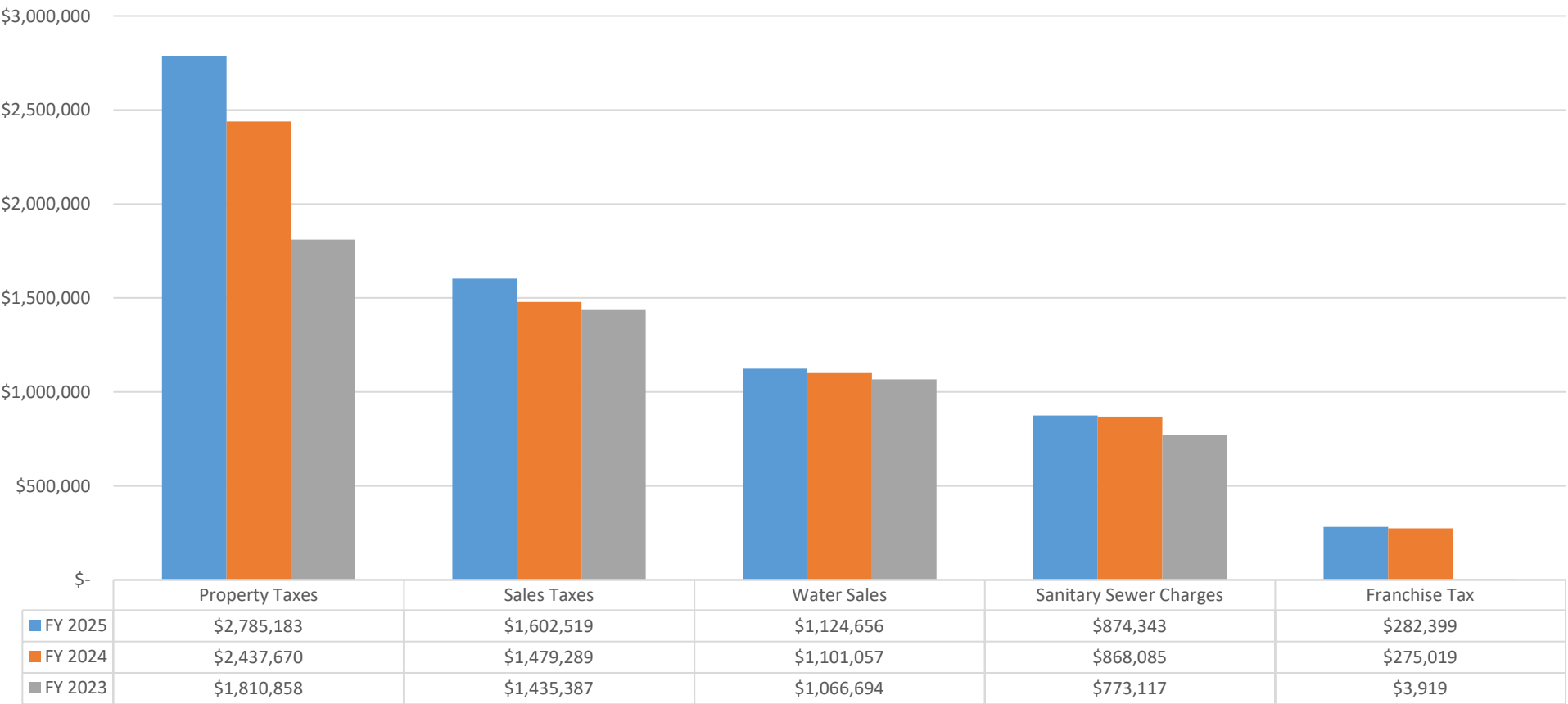
Sanitary Sewer Charges

26.5% of Annual Projection



Franchise Taxes

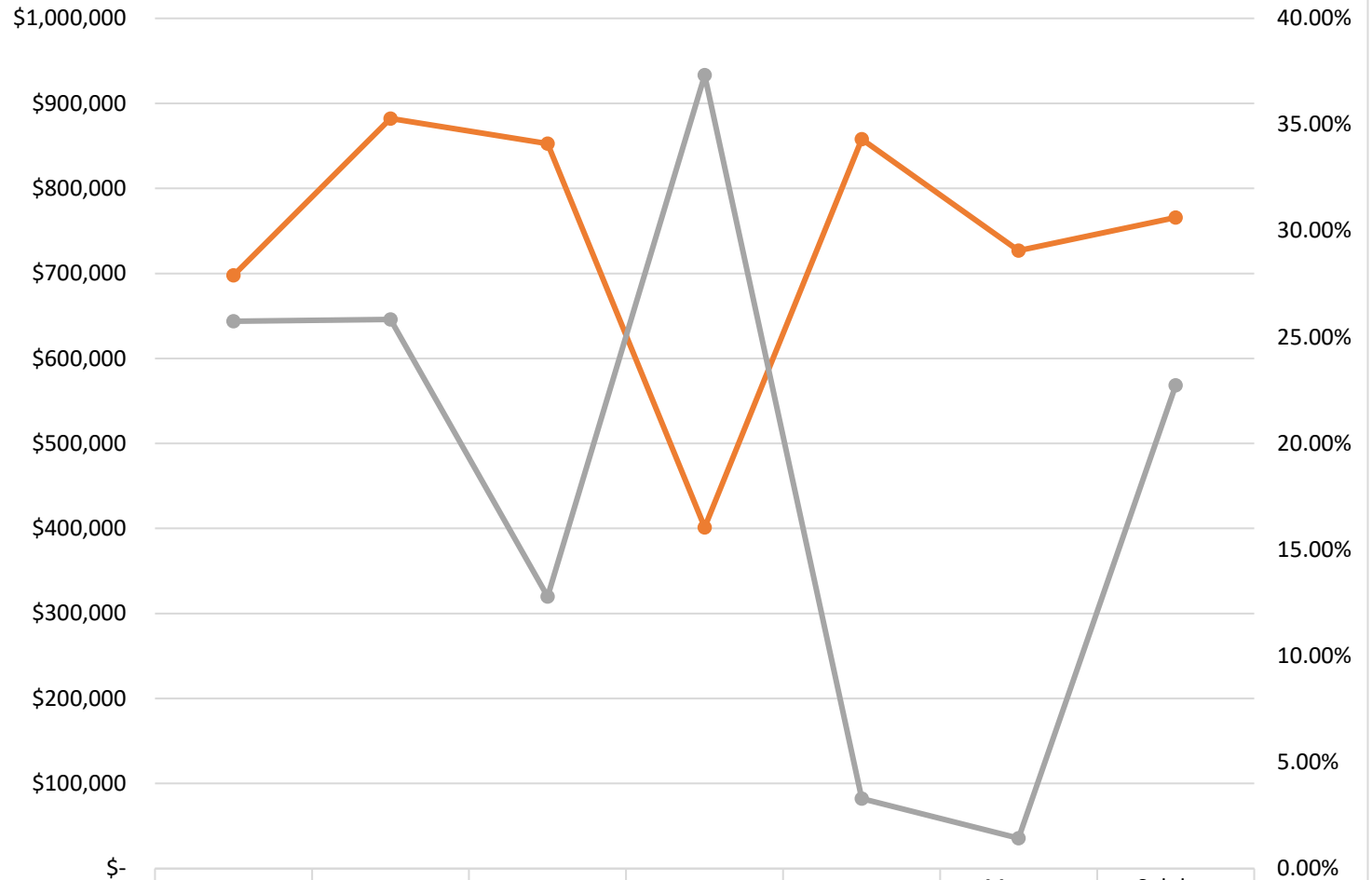
Top 5 Revenue Sources- Comparison to Prior Fiscal Years





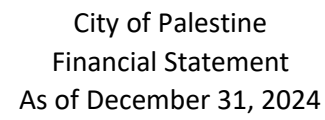
City of Palestine
Financial Statement
As of December 31, 2024

Sales Tax FY 2024 - October - Period 1

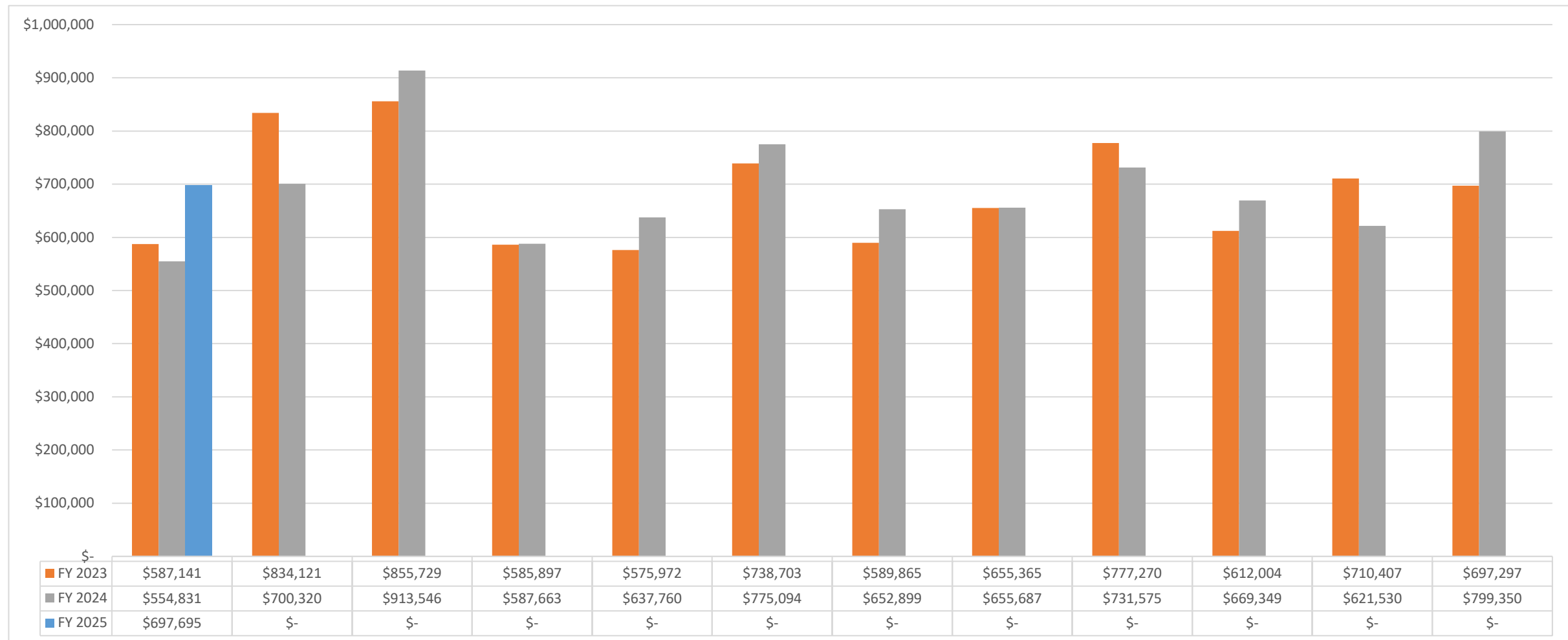


—●— \$ Sales Tax Received December 2024
—●— % Inc(+) Dec(-) from prior year

	Palestine	Athens	Henderson	Jacksonville	Kilgore	Mount Pleasant	Sulphur Springs
—●— \$ Sales Tax Received December 2024	697,694.93	882,246.43	852,746.95	401,370.14	857,773.15	726,655.80	765,665.87
—●— % Inc(+) Dec(-) from prior year	25.75%	25.83%	12.80%	37.33%	3.29%	1.43%	22.73%




























FY 2023					FY 2024					FY 2025				
	CITY	PEDC	TOTAL	CUMULATIVE		CITY	PEDC	TOTAL	CUMULATIVE		CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL		83.33%	16.67%	100.00%	TOTAL		83.33%	16.67%	100.00%	TOTAL
October	\$ 489,264	\$ 97,876	\$ 587,141	\$ 587,141	October	\$ 462,340	\$ 92,490	\$ 554,831	\$ 554,831	October	\$ 581,389	\$ 116,306	\$ 697,695	\$ 697,695
November	695,073	139,048	\$ 834,121	1,421,262	November	583,576	116,743	\$ 700,320	1,255,151	November	-	-	\$ -	697,695
December	713,079	142,650	\$ 855,729	2,276,991	December	761,258	152,288	\$ 913,546	2,168,697	December	-	-	\$ -	697,695
January	488,228	97,669	\$ 585,897	2,862,888	January	489,699	97,963	\$ 587,663	2,756,359	January	-	-	\$ -	697,695
February	479,957	96,014	\$ 575,972	3,438,860	February	531,445	106,315	\$ 637,760	3,394,119	February	-	-	\$ -	697,695
March	615,561	123,142	\$ 738,703	4,177,563	March	645,886	129,208	\$ 775,094	4,169,213	March	-	-	\$ -	697,695
April	491,534	98,330	\$ 589,865	4,767,428	April	544,061	108,838	\$ 652,899	4,822,112	April	-	-	\$ -	697,695
May	546,115	109,249	\$ 655,365	5,422,792	May	546,384	109,303	\$ 655,687	5,477,799	May	-	-	\$ -	697,695
June	647,699	129,571	\$ 777,270	6,200,063	June	609,622	121,954	\$ 731,575	6,209,374	June	-	-	\$ -	697,695
July	509,983	102,021	\$ 612,004	6,812,067	July	557,769	111,581	\$ 669,349	6,878,723	July	-	-	\$ -	697,695
August	591,982	118,425	\$ 710,407	7,522,474	August	517,921	103,609	\$ 621,530	7,500,254	August	-	-	\$ -	697,695
September	581,058	116,239	\$ 697,297	8,219,771	September	666,098	133,252	\$ 799,350	8,299,604	September	-	-	\$ -	697,695
	\$ 6,849,535	\$ 1,370,236	\$ 8,219,771			\$ 6,916,060	\$ 1,383,544	\$ 8,299,604			\$ 581,389	\$ 116,306	\$ 697,695	





GENERAL FUND REVENUES

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

	December 2024					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Property Taxes		\$ 2,578,273	\$ 763,419	337.7%			\$ 2,785,183	\$ 2,290,257	121.6%		\$ 2,785,183	\$ 9,161,027	30.4%		\$ 2,437,670	\$ 7,969,028	30.6%
Sales Tax		527,231	515,169	102.3%			1,602,519	\$ 1,545,507	103.7%		1,602,519	6,182,026	25.9%		1,479,289	5,455,077	27.1%
Franchise Tax		-	88,917	0.0%			282,399	\$ 266,750	105.9%		282,399	1,067,000	26.5%		275,019	1,055,713	26.1%
Permits Licenses & Fees		42,546	22,459	189.4%			174,370	\$ 67,376	258.8%		174,370	269,505	64.7%		100,997	104,534	96.6%
Fines & Warrants		17,396	27,946	62.2%			55,198	\$ 83,839	65.8%		55,198	335,355	16.5%		75,818	355,460	21.3%
Lease / Rental Revenue		3,764	2,288	164.5%			9,046	\$ 6,865	131.8%		9,046	27,460	32.9%		6,823	27,460	24.8%
Charges for Services		4,471	3,367	132.8%			87,302	\$ 10,100	864.4%		87,302	40,400	216.1%		22,339	40,400	55.3%
Intergovernmental Revenue		298	189,302	0.2%			6,963	\$ 567,906	1.2%		6,963	2,271,622	0.3%		-	2,271,622	0.0%
Other Income		42,061	35,925	117.1%			159,868	\$ 107,775	148.3%		159,868	431,100	37.1%		150,268	148,152	101.4%
Interfund Activity		224,173	224,173	100.0%			672,519	\$ 672,519	100.0%		672,519	2,690,075	25.0%		612,954	2,483,757	24.7%
Total Revenues		\$ 3,440,212	\$ 1,872,964	183.7%			\$ 5,835,366	\$ 5,618,893	103.9%		\$ 5,835,366	\$ 22,475,570	26.0%		\$ 5,161,178	\$ 19,911,203	25.9%

YEAR-TO-DATE OVERVIEW

December 31, 2024 marks the end of the third period of the fiscal year. General Fund revenue of \$5,835,366 is around \$216,473 more than projected and increased 13.06% over last fiscal year mostly due to more permits issued from construction activity .

PROPERTY TAXES

Tax collection of \$2,785,183 is around \$.49 million more than projected and increased around \$347,513 compared to last year or 14.26% over last fiscal year.

SALES TAX

Through December 31, 2024, \$1,602,519 of sales tax revenue has been received. Receipts are around \$57,012 more than projected and are increased about \$123,230 from last fiscal year.

FRANCHISE TAX

Year-to-date Franchise Taxes total \$282,399. Receipts are \$15,649 higher than projected. Collections are \$7,380 more than the previous fiscal year.

PERMITS LICENSES & FEES

Revenue of \$174,370 is about \$106,994 more than the year-to-date projection and is increased around \$73,373 over December 2023 year-to-date receipts.

FINES & WARRANTS

Revenue of \$55,198 is \$28,641 less than the year-to-date projection. Collections are decreased around \$20,620 from the prior year.

LEASE & RENTAL REVENUE

Through December 31, 2024, \$9,046 of lease & rental revenue has been earned. This amount is about \$2,181 more than the year-to-date projection and is about \$2,223 more than last fiscal year.

CHARGES FOR SERVICES

Charges for services revenue year-to-date is \$87,302 which is about \$77,202 more than year-to-date projections. Collections are increased approximately \$64,963 over last fiscal year.

INTERGOVERNMENTAL REVENUE

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

OTHER INCOME

As of December 31, \$159,868 of other income was received. This revenue includes Interest and other miscellaneous one-off revenue that is not received consistently.

INTERFUND ACTIVITY

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



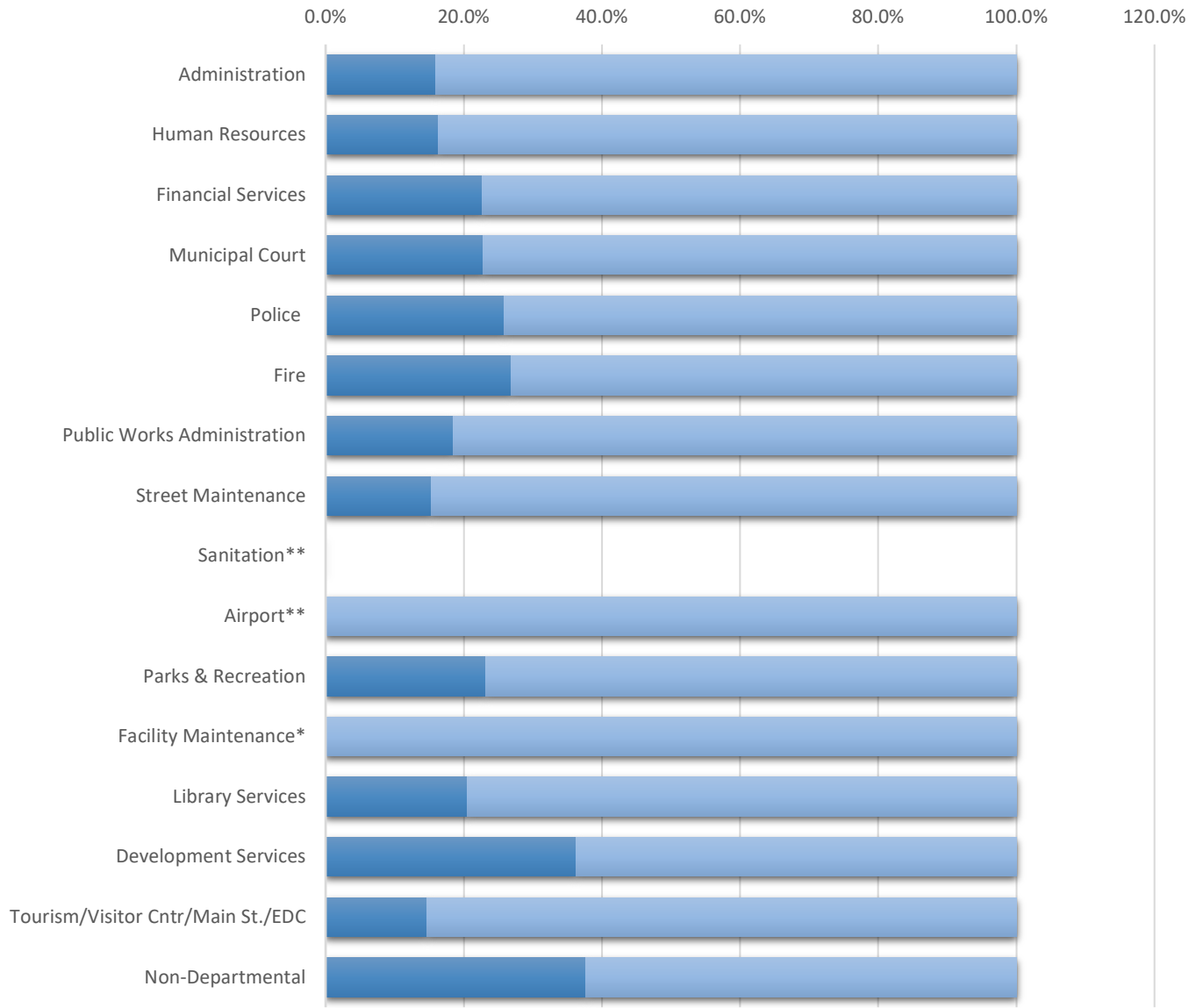
GENERAL FUND EXPENDITURES

	December 2024			December 2023		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Administration	113,281	\$ 709,031	16.0%	148,665	\$ 719,976	20.6%
Human Resources	53,058	325,311	16.3%	62,077	317,519	19.6%
Financial Services	145,685	641,173	22.7%	229,432	612,524	37.5%
Municipal Court	80,990	355,172	22.8%	89,932	342,447	26.3%
Police	1,701,012	6,570,756	25.9%	1,585,708	5,791,066	27.4%
Fire	1,093,068	4,064,180	26.9%	1,006,753	3,708,964	27.1%
Public Works Administration	102,574	557,034	18.4%	110,547	426,630	25.9%
Street Maintenance	583,574	3,808,731	15.3%	1,179,355	3,778,314	31.2%
Sanitation**	-	-	0.0%	-	-	0.0%
Airport**	-	-	0.0%	-	-	0.0%
Parks & Recreation	376,052	1,624,443	23.1%	418,075	1,289,403	32.4%
Facility Maintenance*	-	-	0.0%	-	-	0.0%
Library Services	140,282	683,536	20.5%	163,422	640,220	25.5%
Development Services	206,225	569,035	36.2%	108,001	548,206	19.7%
Tourism/Visitor Cntr/Main St./EDC	2,280	15,500	14.7%	2,499	13,950	17.9%
Non-Departmental	630,475	1,671,884	37.7%	571,571	1,765,917	32.4%
Total Expenditures	\$ 5,228,557	\$ 21,595,786	24.2%	\$ 5,676,039	\$ 19,955,136	28.4%

OVERVIEW

December 31, 2024, marks the third period of the FY 2025 budget year. The year-to-date budget percentage for budgetary comparison is therefore 25%. Year to date expenditures total \$5,228,557 or 24.2% of the budget and are therefore at budgetary expectations. FY 2025 expenditures are decreased around -\$.45M or -7.88%, over FY 2024.

* Department combined with another department in the General Fund.
** Department moved to a separate fund.





UTILITY FUND REVENUES

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

	December 2024					Year-To-Date					Annual				Prior Year		
	Signal	Actual	Projected	%		Signal	Actual	Projected	%		Actual	Projected	%		Actual	Projected	%
Charges for Services		\$ 806,518	\$ 902,058	89.4%			\$ 2,131,772	\$ 2,706,174	78.8%		\$ 2,131,772	\$ 10,824,697	19.7%		\$ 2,060,906	\$ 9,125,000	22.6%
Intergovernmental Revenue		-	4,167	0.0%			8,374	\$ 12,500	67.0%		8,374	50,000	16.7%		-	15,068,197	0.0%
Other Income		16,355	7,500	218.1%			50,072	\$ 22,500	222.5%		50,072	90,000	55.6%		58,191	60,000	97.0%
Interfund Activity		-	-	0.0%			-	\$ -	0.0%		-	-	0.0%		-	-	0.0%
Total Revenues		\$ 822,873	\$ 913,725	90.1%			\$ 2,190,218	\$ 2,741,174	79.9%		\$ 2,190,218	\$ 10,964,697	20.0%		\$ 2,119,097	\$ 24,253,197	8.7%

YEAR-TO-DATE OVERVIEW
Total Utility Fund operational revenue of \$2,190,218 ended December about \$550,956 less than the year-to-date projection and revenue was increased about \$71,121 from the same period prior fiscal year.

WATER AND SEWER CHARGES
Revenue totaling \$2,131,772 was approx \$574,402 less than the year-to-date projection.

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

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

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



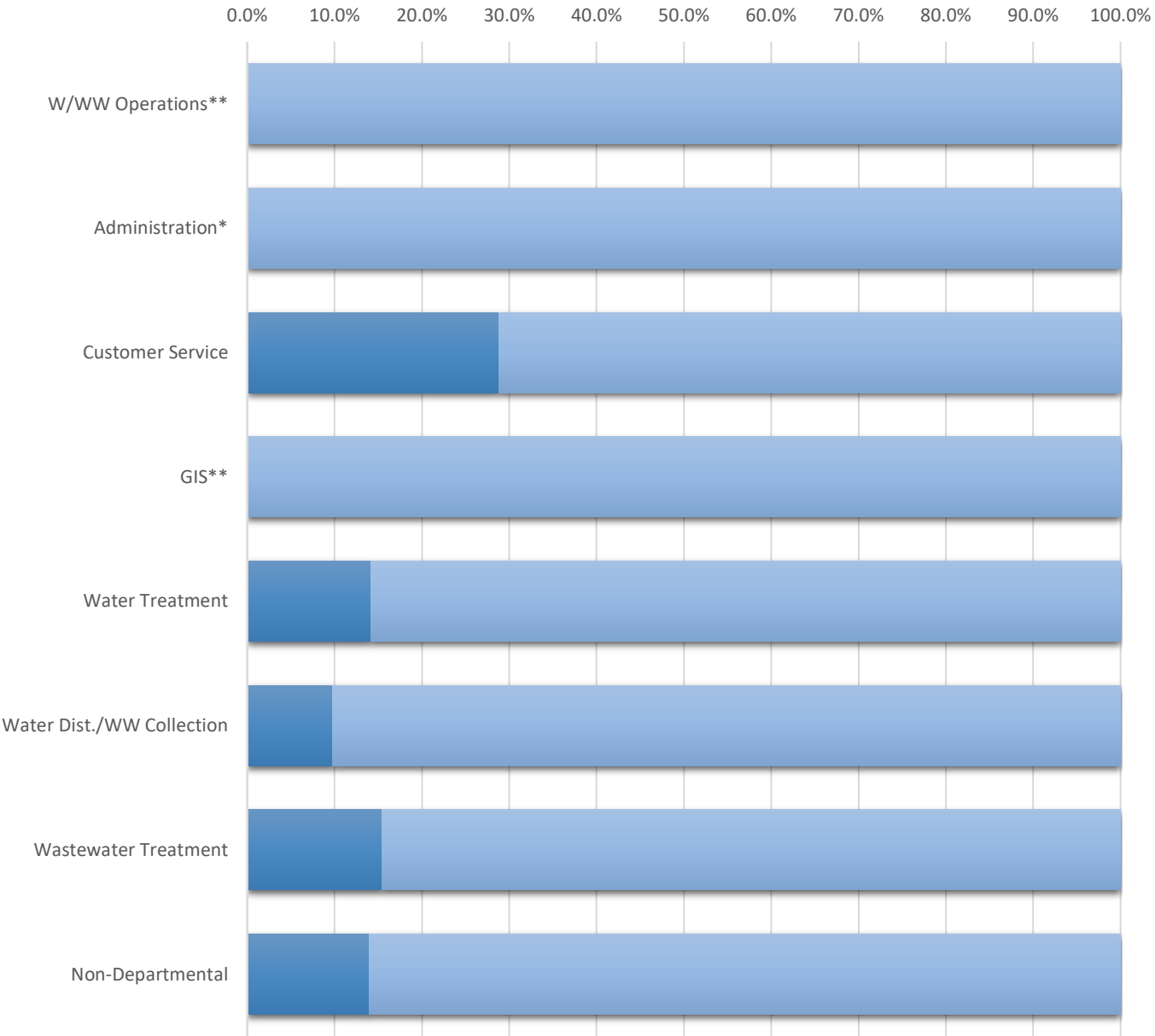
UTILITY FUND EXPENDITURES

	December 2024			December 2023		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
W/WW Operations**	-	\$ -	0.0%	\$ 8,881	\$ 1,072,148	0.8%
Administration*	-	-	0.0%	\$ -	-	0.0%
Customer Service	195,782	678,547	28.9%	\$ 193,035	626,306	30.8%
GIS**	-	-	0.0%	\$ -	-	0.0%
Water Treatment	493,989	3,481,663	14.2%	\$ 410,038	3,167,893	12.9%
Water Dist./WW Collection	1,350,778	13,796,350	9.8%	\$ 766,452	13,934,866	5.5%
Wastewater Treatment	367,425	2,385,603	15.4%	\$ 453,530	2,300,351	19.7%
Non-Departmental	468,424	3,351,236	14.0%	\$ 403,732	3,275,259	12.3%
Total Expenditures	\$ 2,876,399	\$ 23,693,399	12.1%	\$ 2,235,668	\$ 24,376,823	9.2%

OVERVIEW

December 31, 2024 marks the third period of the FY 2025 budget year. The year-to-date budget percentage for budgetary comparison is therefore 25%. Year to date expenditures total \$2,876,399 or 12.1% of the budget and are therefore under budgetary expectations. FY 2025 expenditures increased approximately \$640,731, or about 28.66%, more than FY 2024. This is due to differences in project completion and invoicing.

* Department moved to General Fund 010-510
** Department Closed FY22-23 - expense was due to remaining encumbrance from FY21-22.





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

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010 -GENERAL FUND- DETAIL								
REVENUE								
PROPERTY TAXES								
010-41001	AD VALOREM TAXES - CURRENT	8,991,027	2,545,291	2,705,458	30.1%	6,285,569	2,400,202	305,255
010-41002	PROPERTY TAX DELINQUENT	80,000	26,252	62,188	77.7%	17,812	25,945	36,243
010-41003	PROPERTY TAX PENALTY	90,000	6,730	17,538	19.5%	72,463	11,523	6,015
*** REVENUE CATEGORY TOTALS ***		9,161,027	2,578,273	2,785,183	30.4%	6,375,844	2,437,670	347,513
SALES TAX								
010-41010	CITY SALES TAX	5,490,255	465,130	1,412,384	25.7%	4,077,871	1,308,356	104,027
010-41011	MIXED BEVERAGE TAX	38,170	3,959	13,587	35.6%	24,583	7,388	6,199
010-41012	CITY SALES TAX - PROP TAX REDU	653,601	58,141	176,548	27.0%	477,053	163,545	13,003
*** REVENUE CATEGORY TOTALS ***		6,182,026	527,231	1,602,519	25.9%	4,579,508	1,479,289	123,230
FRANCHISE TAX								
010-41101	FRANCHISE - ELECTRICAL	825,000	-	240,973	29.2%	584,027	272,124	(31,151)
010-41102	FRANCHISE - GAS	200,000	-	33,880	16.9%	166,120	-	33,880
010-41103	FRANCHISE - TELEPHONE	27,000	-	5,331	19.7%	21,669	-	5,331
010-41104	FRANCHISE - CABLE TV	15,000	-	2,214	14.8%	12,786	2,895	(681)
*** REVENUE CATEGORY TOTALS ***		1,067,000	-	282,399	26.5%	784,601	275,019	7,380
PERMITS LICENSES AND FEES								
010-41301	BUILDING PERMIT FEES	150,000	5,321	98,214	65.5%	51,786	37,828	60,387
010-41302	ELECTRICAL PERMIT FEES	13,000	2,184	9,114	70.1%	3,886	4,571	4,543
010-41303	PLUMBING PERMIT FEES	10,000	2,205	5,268	52.7%	4,732	3,798	1,470
010-41304	HEALTH PERMITS	55,000	23,550	40,400	73.5%	14,600	5,700	34,700
010-41305	ALARM PERMITS	5,000	3,840	3,840	76.8%	1,160	3,805	35
010-41306	MECHANICAL PERMITS	5,250	210	525	10.0%	4,725	840	(315)
010-41307	FIRE OPERATION PERMITS	205	110	915	446.5%	(710)	300	615
010-41310	OTHER PERMITS	500	-	300	60.0%	200	150	150
010-41311	MERCHANT PERMITS	550	319	5,095	926.4%	(4,545)	365	4,730
010-41312	BEVERAGE PERMITS	7,000	3,933	3,933	56.2%	3,068	4,835	(903)
010-41313	ZONING AND PLAT FEES	8,000	-	870	10.9%	7,130	33,316	(32,446)
010-41315	CONTRACTOR LICENSE	10,000	875	3,375	33.8%	6,625	3,875	(500)
010-41317	RIGHT OF WAY FEES (ROW)	5,000	-	2,521	50.4%	2,479	1,615	906
*** REVENUE CATEGORY TOTALS ***		269,505	42,546	174,370	64.7%	95,135	100,997	73,373
FINES AND WARRANTS								
010-41401	MUNICIPAL COURT FINES	330,000	17,017	54,013	16.4%	275,987	74,795	(20,782)
010-41403	LIBRARY FINES	5,000	370	838	16.8%	4,162	938	(100)
010-41404	WARRANT SERVICE FEES	120	-	47	39.0%	73	35	12
010-41405	JFCI JUDICIAL FEE - CITY	35	-	5	14.9%	30	6	(1)
010-41406	MUNICIPAL JURY FUND	200	10	32	15.8%	168	44	(12)
010-41411	LIEN REVENUE	-	-	263	0.0%	(263)	-	263
010-41413	ALARM FINES	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***		335,355	17,396	55,198	16.5%	280,157	75,818	(20,620)
LEASE/RENTAL REVENUE								
010-41605	OTHER RENTS & LEASES	700	120	120	17.1%	580	120	-
010-41608	FARMERS MARKET RENTS	-	-	400	0.0%	(400)	-	400
010-41611	CELL TOWER RENTAL	26,760	3,644	8,526	31.9%	18,234	6,703	1,823
*** REVENUE CATEGORY TOTALS ***		27,460	3,764	9,046	32.9%	18,414	6,823	2,223
CHARGES FOR SERVICE								
010-41706	SALE OF EQUIPMENT	358,182	-	76,685	21.4%	281,498	17,952	58,732



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

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010-41712	OPEN RECORD FEE	3,000	1,016	1,725	57.5%	1,275	516	1,209
010-41713	RECREATION FEE	4,000	570	1,190	29.8%	2,810	1,020	170
010-41715	SANITATION COLLECTION CHARGES	-	-	-	0.0%	-	-	-
010-41720	FIRING RANGE FEE	-	-	-	0.0%	-	-	-
010-41723	SALES TAX DISCOUNT	-	-	-	0.0%	-	-	-
010-41726	POOL PASS FEES	1,200	-	-	0.0%	1,200	-	-
010-41730	RETIREE INSURANCE	30,000	2,359	7,076	23.6%	22,924	2,186	4,890
010-41734	ATHLETIC FEES	-	-	-	0.0%	-	-	-
010-41735	MAIN STREET REVENUE	-	527	626	0.0%	(626)	665	(39)
*** REVENUE CATEGORY TOTALS ***		396,382	4,471	87,302	22.0%	309,080	22,339	64,963
INTERGOVERNMENTAL REVENUE								
010-41804	STATE & FEDERAL GRANTS	27,000	298	5,443	20.2%	21,557	-	5,443
010-41805	EMERGENCY MANAGEMENT REIMB	-	-	-	0.0%	-	-	-
010-41806	COUNTY - LIBRARY	75,000	-	-	0.0%	75,000	-	-
010-41808	TSRA ACCOUNTING SERVICE FEE	1,520	-	1,520	100.0%	-	-	1,520
010-41811	PEDC GRANT	-	-	-	0.0%	-	-	-
010-41812	LIBRARY GRANTS	5,000	-	-	0.0%	5,000	-	-
*** REVENUE CATEGORY TOTALS ***		108,520	298	6,963	6.4%	101,557	-	6,963
OTHER INCOME								
010-41901	INTEREST REVENUE	400,000	30,113	116,252	29.1%	283,748	139,712	(23,461)
010-41902	INSURANCE RECOVERIES	10,000	2,752	16,244	162.4%	(6,244)	3,813	12,431
010-41907	FIRE SUPPRESSION REVENUE	-	-	-	0.0%	-	-	-
010-41910	FIRE RECOVERY REVENUE	-	-	-	0.0%	-	333	(333)
010-41912	DONATIONS	10,000	1,455	18,733	187.3%	(8,733)	3,407	15,327
010-41913	LIBRARY LOST/DAMAGED BOOKS	1,000	91	187	18.7%	813	143	44
010-41916	LOT CLEANUP REIMBURSEMENT	-	-	-	0.0%	-	-	-
010-41918	LIBRARY REVENUE	5,100	208	856	16.8%	4,244	583	274
010-41919	AIRPORT FUEL SALES	-	-	-	0.0%	-	-	-
010-41922	REBATE REVENUE	-	190	190	0.0%	(190)	129	61
010-41927	TAX SALE EXCESS PROCEEDS	-	-	-	0.0%	-	-	-
010-41923	EMS FUEL SALES	-	-	-	0.0%	-	-	-
010-41924	MISC REVENUE	1,000	7,252	7,406	740.6%	(6,406)	1,348	6,058
010-41926	SCRAP METAL RECOVERY	4,000	-	-	0.0%	4,000	774	(774)
010-41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
010-41940	CASH OVER/SHORT	-	-	-	0.0%	-	27	(27)
*** REVENUE CATEGORY TOTALS ***		431,100	42,061	159,868	37.1%	271,232	150,268	9,600
INTERFUND ACTIVITY								
010-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
010-49150	TRANSFER FROM OCCUPANCY TAX	31,371	2,614	7,843	25.0%	23,528	7,843	-
010-49215	TRANSFER FROM PEDC	31,371	2,614	7,843	25.0%	23,528	7,843	-
010-49561	TRANSFER FROM UNEMP FUND	-	-	-	0.0%	-	-	-
010-49610	TRSF FROM UTILITY FUND	1,395,000	116,250	348,750	25.0%	1,046,250	297,731	51,019
010-49620	TRANSFER FROM SANITATION	1,232,333	102,694	308,083	25.0%	924,250	299,537	8,546
010-49625	TRSF FROM RETAIL FUND	-	-	-	0.0%	-	-	-
010-49819	TRANSFER FROM EMERGENCY FUND	-	-	-	0.0%	-	-	-
*** REVENUE CATEGORY TOTALS ***		2,690,075	224,173	672,519	25.0%	2,017,556	612,954	59,565
*** TOTAL REVENUE ***		20,668,450	3,440,212	5,835,366	28.2%	14,833,085	5,161,178	674,188
010 -GENERAL FUND- DETAIL								
EXPENSE								
PERSONNEL								
010-51010	SALARIES & WAGES	8,998,796	656,847	1,943,157	21.6%	7,055,638	1,818,570	124,588
010-51011	PART-TIME WAGES	-	-	-	0.0%	-	-	-



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

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010-51020	OVERTIME	518,658	63,227	171,453	33.1%	347,205	170,537	916
010-51021	STEP OVERTIME	-	3,164	4,104	0.0%	(4,104)	1,369	2,735
010-51030	LONGEVITY	72,864	5,904	14,399	19.8%	58,465	14,671	(272)
010-51031	CERTIFICATION PAY	302,394	25,969	63,457	21.0%	238,936	59,015	4,442
010-51032	SHIFT PAY	15,600	1,200	2,935	18.8%	12,665	2,939	(4)
010-51033	CAR ALLOWANCE	6,300	525	1,523	24.2%	4,778	1,425	98
010-51034	UNIFORM ALLOWANCE	13,848	1,104	2,745	19.8%	11,103	2,352	393
010-51036	CELL PHONE ALLOWANCE	6,000	425	1,198	20.0%	4,803	1,496	(299)
010-51037	ON CALL PAY	1,200	400	940	78.3%	260	-	940
010-51040	SOCIAL SECURITY	760,129	56,464	164,921	21.7%	595,209	155,262	9,659
010-51050	HEALTH INSURANCE	1,295,721	92,679	309,175	23.9%	986,546	333,149	(23,974)
010-51061	WORKER'S COMPENSATION	357,281	31,191	89,499	25.0%	267,782	92,305	(2,807)
010-51063	UNEMPLOYMENT CLAIMS EXP.	50,000	-	-	0.0%	50,000	-	-
010-51070	RETIREMENT	1,482,642	109,040	317,807	21.4%	1,164,835	290,893	26,914
*** EXPENSE CATEGORY TOTALS ***		13,881,433	1,048,139	3,087,313	22.2%	10,794,120	2,943,984	143,329
SUPPLIES AND MATERIALS								
010-52010	OFFICE SUPPLIES/EQUIPMENT	75,030	3,912	7,456	9.9%	67,574	13,183	(5,727)
010-52020	POSTAGE	15,455	1,514	2,248	14.5%	13,207	1,559	689
010-52030	JANITORIAL SUPPLIES	45,300	170	3,444	7.6%	41,856	8,087	(4,643)
010-52031	CHEMICALS	4,000	-	1,609	40.2%	2,391	105	1,504
010-52032	PLANTS SEED FERTILIZER	2,000	-	-	0.0%	2,000	-	-
010-52040	UNIFORMS/APPAREL	61,000	7,653	22,795	37.4%	38,205	24,504	(1,709)
010-52050	MEDICAL SUPPLIES	15,100	-	4,020	26.6%	11,080	832	3,188
010-52051	ANIMAL MEDICAL SUPPLIES	250	-	152	60.6%	98	-	152
010-52060	PUBLICATIONS	4,158	320	320	7.7%	3,838	561	(241)
010-52061	SAFETY MATERIALS	6,000	-	171	2.9%	5,829	191	(20)
010-52062	POLICE INFORMANT	3,000	-	-	0.0%	3,000	-	-
010-52070	GASOLINE AND OIL	3,500	189	337	9.6%	3,163	270	67
010-52080	SMALL TOOLS/EQUIPMENT	110,625	5,546	18,501	16.7%	92,124	19,127	(626)
010-52082	PERS PROTECTIVE EQUIP	30,000	1,109	5,390	18.0%	24,610	598	4,792
010-52083	ARSENAL	18,000	-	431	2.4%	17,569	3,132	(2,701)
010-52084	ELECTION EXPENSE	17,000	-	(295)	-1.7%	17,295	5,375	(5,670)
010-52091	FURNITURE & OFFICE EQUIPMENT	1,000	-	35	3.5%	965	290	(255)
010-52092	COMPUTER EQUIPMENT	-	-	-	0.0%	-	-	-
010-52120	STREET SIGNS	9,000	2,331	6,000	66.7%	3,000	5,947	53
010-52130	GARBAGE BAGS	-	-	-	0.0%	-	-	-
010-52201	READING PROGRAM	4,000	111	339	8.5%	3,661	1,731	(1,392)
010-52210	MARKETING SUPPLIES	1,800	-	213	11.8%	1,587	-	213
*** EXPENSE CATEGORY TOTALS ***		426,218	22,855	73,165	17.2%	353,053	85,491	(12,326)
PROF/CONTRACTUAL SERV								
010-53010	LEGAL SERVICES	120,000	4,000	7,068	5.9%	112,932	4,841	2,226
010-53011	LEGAL LITIGATION EXPENSES	50,000	-	-	0.0%	50,000	4,042	(4,042)
010-53012	LEGAL SERVICES - HR RELATED	6,000	-	61	1.0%	5,939	3,386	(3,325)
010-53016	JURY EXPENSE	500	-	-	0.0%	500	-	-
010-53017	MUNICIPAL PROSECUTORS	10,000	-	975	9.8%	9,025	1,365	(390)
010-53019	TOWING FEE	1,200	-	-	0.0%	1,200	-	-
010-53020	AUDIT & ACCOUNTING SERVICES	27,225	-	4,452	16.4%	22,773	2,619	1,833
010-53021	APPRAISAL DISTRICT	232,000	53,186	53,186	22.9%	178,814	57,178	(3,991)
010-53022	TAX ASSESSOR-COLLECTOR	14,000	1,066	1,066	7.6%	12,934	-	1,066
010-53023	RAILROAD WATER LINE LEASE	400	-	-	0.0%	400	-	-
010-53026	CODIFICATION	6,000	-	-	0.0%	6,000	-	-
010-53027	RECORDS MANAGEMENT	1,200	23	169	14.1%	1,031	493	(325)
010-53029	POLY/PSYCH	1,125	-	375	33.3%	750	-	375
010-53030	PROFESSIONAL SERVICES	14,350	150	405	2.8%	13,945	3,742	(3,337)
010-53031	CONSULTANT SERVICES	181,600	112,481	112,481	61.9%	69,119	14,871	97,610
010-53033	EMPLOYEE EAP	7,200	-	-	0.0%	7,200	-	-
010-53034	CITY SPONSORED EVENT	25,000	-	-	0.0%	25,000	-	-



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010-53035	MEDICAL/DOCTOR-HOSPITAL	-	-	-	0.0%	-	-	-
010-53037	PRE-EMPLOYMENT SCREENINGS	15,000	806	2,688	17.9%	12,312	3,559	(871)
010-53039	CIVIL SERVICE EXAMS	8,000	-	-	0.0%	8,000	212	(212)
010-53041	CITY ISSUED CELL PHONES	22,780	1,570	4,723	20.7%	18,057	4,439	284
010-53042	CITY ISSUED TABLETS	12,940	692	2,073	16.0%	10,867	3,366	(1,293)
010-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
010-53060	DEMOLITION/CLEANUP	5,000	-	-	0.0%	5,000	-	-
010-53070	UNIFORM SERVICES	-	-	-	0.0%	-	-	-
010-53075	RECRUITMENT / RETENTION	5,000	-	-	0.0%	5,000	-	-
010-53076	CERTIFICATION FEES	2,850	-	2,393	84.0%	457	2,357	36
010-53083	POSITION 1 TRAVEL	1,500	674	2,314	154.3%	(814)	630	1,684
010-53084	POSITION 2 TRAVEL	1,500	-	1,278	85.2%	222	801	477
010-53085	POSITION 3 TRAVEL	1,500	-	-	0.0%	1,500	-	-
010-53086	POSITION 4 TRAVEL	1,500	983	2,693	179.5%	(1,193)	714	1,979
010-53087	POSITION 5 TRAVEL	1,500	-	-	0.0%	1,500	652	(652)
010-53088	POSITION 6 TRAVEL	1,500	949	2,294	153.0%	(794)	714	1,580
010-53089	MAYOR POSITION TRAVEL	1,500	-	1,379	91.9%	121	440	939
010-53090	IT SUPPORT	75,640	-	12,028	15.9%	63,612	24,056	(12,028)
010-53095	SOFTWARE MAINTENANCE	429,861	14,907	136,568	31.8%	293,292	251,371	(114,802)
010-53100	CHAPTER 380 AGREEMENT	-	-	-	0.0%	-	-	-
010-53150	MARKETING SERVICES	500	-	-	0.0%	500	-	-
010-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	106	(106)
010-53310	EQUIPMENT RENTAL/LEASE	29,719	8,797	21,452	72.2%	8,268	2,386	19,066
010-53311	PRINTER/COPIER LEASE	33,345	2,397	2,397	7.2%	30,948	3,819	(1,422)
010-53315	VEHICLE LEASE FEES	687,565	55,250	160,049	23.3%	527,516	106,079	53,969
010-53321	UPRR LEASED LAND	500	-	-	0.0%	500	-	-
010-53331	CONTRACT SERV-HUMANE SOCIETY	35,000	-	-	0.0%	35,000	-	-
010-53333	BUILDING DEMOLITION	60,000	2,000	16,500	27.5%	43,500	-	16,500
010-53334	PESTICIDE SPRAYING	25,000	-	-	0.0%	25,000	-	-
010-53342	DUE TO OMNI	-	-	-	0.0%	-	-	-
010-53343	CHILD SAFETY FEE	-	-	-	0.0%	-	-	-
010-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
010-53503	RETIREE INSURANCE PREMIUMS	30,000	2,343	7,030	23.4%	22,970	7,095	(65)
010-53509	MEMBERSHIPS & SUBSCRIPTIONS	48,183	1,573	12,095	25.1%	36,088	26,144	(14,049)
010-53510	TRAVEL AND TRAINING	173,354	17,012	29,508	17.0%	143,846	46,527	(17,019)
010-53511	ADVERTISING	15,250	113	1,680	11.0%	13,570	1,899	(219)
010-53512	PRINTING SERVICES	6,900	18	891	12.9%	6,009	126	765
010-53513	MERCHANT CR CRD PROCESSING	24,500	4,501	12,721	51.9%	11,779	5,115	7,606
010-53514	TML INSURANCE	211,058	1,545	246,222	116.7%	(35,165)	210,454	35,768
010-53515	INSURANCE AND BONDS	500	-	-	0.0%	500	-	-
010-53516	LIFE, DISABILITY, AD & D PREM	-	4,537	13,466	0.0%	(13,466)	12,827	639
010-53517	CONTRACTUAL SERVICES	166,295	9,860	30,503	18.3%	135,792	27,933	2,571
010-53518	CITY POOL	146,020	38,373	72,962	50.0%	73,058	39,214	33,748
010-53520	JANITORIAL SERVICES	67,753	184	12,048	17.8%	55,705	16,895	(4,847)
*** EXPENSE CATEGORY TOTALS ***		3,046,813	339,988	990,193	32.5%	2,056,620	892,468	97,725
MAINTENANCE & REPAIR								
010-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	337,372	2,616	92,920	27.5%	244,452	62,694	30,227
010-54011	PLANTER BOXES-MAINTENANCE	200	-	240	120.2%	(40)	-	240
010-54020	STREET MAINTENANCE	200,000	22,718	241,943	121.0%	(41,943)	689,110	(447,166)
010-54022	CONCRETE REPAIR	20,000	1,600	13,560	67.8%	6,440	-	13,560
010-54110	MOTOR VEHICLE REPAIRS	78,100	12,358	39,280	50.3%	38,820	56,857	(17,577)
010-54120	EQUIPMENT REPAIR/MAINT EXP	49,200	362	8,320	16.9%	40,880	5,414	2,906
010-54121	GREEN'S PARK PORTABLE	-	-	-	0.0%	-	1,357	(1,357)
010-54125	LADDER TESTING	2,000	2,076	2,076	103.8%	(76)	-	2,076
010-54130	AIR PACK TESTING	1,500	-	-	0.0%	1,500	-	-
010-54135	PUMP TESTING	1,600	1,245	1,245	77.8%	355	1,536	(291)
010-54140	JAWS TESTING	4,400	-	-	0.0%	4,400	-	-
*** EXPENSE CATEGORY TOTALS ***		694,372	42,975	399,585	57.5%	294,787	816,968	(417,382)



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UTILITIES								
010-54500	UTILITIES - ELECTRIC	489,800	43,982	66,257	13.5%	423,543	68,491	(2,234)
010-54501	UTILITIES - WATER/SEWER	57,700	2,761	10,483	18.2%	47,217	13,386	(2,903)
010-54502	UTILITIES - GAS	16,500	1,051	2,832	17.2%	13,668	3,546	(714)
010-54503	PHONES/INTERNET	74,756	5,968	18,026	24.1%	56,730	27,936	(9,911)
010-54504	CITY POOL ELECTRIC	8,000	774	1,156	14.5%	6,844	1,933	(777)
*** EXPENSE CATEGORY TOTALS ***		646,756	54,535	98,754	15.3%	548,002	115,292	(16,539)
OTHER/MISC.								
010-55001	EMPLOYEE APPRECIATION	10,000	-	-	0.0%	10,000	448	(448)
010-55002	EVENTS & PROMOTIONS	5,000	268	383	7.7%	4,617	254	129
010-55200	MEETING MEALS	2,650	263	618	23.3%	2,032	1,268	(650)
010-55202	ANIMAL FOOD	200	-	-	0.0%	200	-	-
010-55203	CHRISTMAS ACTIVITIES	1,500	267	267	17.8%	1,233	700	(433)
010-55409	EMERGENCY RESPONSE EXP	-	-	-	0.0%	-	-	-
010-55411	DONATION FUNDED EXPENSE	10,000	234	10,823	108.2%	(823)	12,928	(2,106)
*** EXPENSE CATEGORY TOTALS ***		29,350	1,032	12,091	41.2%	17,259	15,598	(3,507)
CAPITAL OUTLAY								
010-58030	IMPROVEMENTS	-	-	-	0.0%	-	121,930	(121,930)
010-58040	VEHICLES & EQUIPMENT	467,500	9,962	121,712	26.0%	345,789	237,257	(115,546)
010-58060	COMPUTER SOFTWARE	-	-	-	0.0%	-	-	-
010-58070	LIBRARY BOOKS	50,000	3,460	9,156	18.3%	40,844	17,065	(7,909)
*** EXPENSE CATEGORY TOTALS ***		517,500	13,422	130,868	25.3%	386,632	376,252	(245,384)
INTERFUND ACTIVITY								
010-59240	TRANSFER TO AIRPORT FUND	307,633	25,636	76,908	25.0%	230,725	76,908	-
010-59283	TRANS TO HOME GRANT FUND-283	-	-	-	0.0%	-	-	-
010-59310	TRANSFER TO DEBT SERVICE FUND	1,054,225	87,852	263,556	25.0%	790,669	237,384	26,172
010-59511	TRSF TO VEH/EQUIP FUND	-	-	-	0.0%	-	-	-
010-59570	TRANSFER TO FLEET FUND	553,550	-	94,180	17.0%	459,370	115,953	(21,773)
*** EXPENSE CATEGORY TOTALS ***		1,915,408	113,488	434,644	22.7%	1,480,764	430,245	4,400
*** TOTAL EXPENSE ***		\$ 21,157,850	\$ 1,636,435	\$ 5,226,613	24.7%	\$ 15,931,237	\$ 5,676,297	\$ (449,685)
310 -DEBT SERVICE FUND- DETAIL								
REVENUE								
310-41001	AD VALOREM TAXES - CURRENT	429,656	115,136	122,355	28.5%	307,301	137,054	(14,700)
310-41002	DELINQUENT TAX REVENUE	25,680	1,615	4,302	16.8%	21,378	2,868	1,434
310-41003	PENALTY & INTEREST TAXES	22,229	474	1,531	6.9%	20,698	1,436	95
310-41901	INTEREST REVENUE	1,500	725	1,147	76.4%	353	2,138	(991)
310-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
310-49010	TRANSFER FROM GENERAL FUND	1,054,225	87,852	263,556	25.0%	790,669	237,384	26,172
310-49610	TRSF FROM UTILITY FUND	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		1,533,290	205,801	392,890	25.6%	1,140,400	380,879	12,011
310 -DEBT SERVICE FUND- DETAIL								
EXPENSE								
310-53030	PROFESSIONAL SERVICES	-	-	-	0.0%	-	-	-
310-53045	COMPLIANCE REPORTING	3,500	-	-	0.0%	3,500	-	-
310-55412	AGENT FEES	-	-	-	0.0%	-	-	-
310-56024	PRINCIPAL- BONDED DEBT	425,833	-	-	0.0%	425,833	-	-
310-56025	PRINCIPAL - CAPITAL LEASE	230,379	-	165,815	72.0%	64,564	161,819	3,996
310-56050	INTEREST- BONDED DEBT	913,327	-	-	0.0%	913,327	-	-
310-56051	INTEREST- CAPITAL LEASE	20,331	-	16,071	79.0%	4,261	20,066	(3,996)



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310-56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	1,556	(1,556)
*** TOTAL EXPENSE ***		\$ 1,593,370	\$ -	\$ 181,886	11.4%	\$ 1,411,485	\$ 183,442	\$ (1,556)
610 -WATER & WASTEWATER FUND - DETAIL								
REVENUE								
610-41706	SALE OF EQUIPMENT	91,713	-	29,500	32.2%	62,213	-	29,500
610-41709	WATER METERED SALES	5,748,650	419,790	1,124,656	19.6%	4,623,995	1,101,057	23,598
610-41710	METER REPLACEMENT FEE	-	-	-	0.0%	-	-	-
610-41711	SEWER SERVICE CHARGES	4,550,533	366,492	874,343	19.2%	3,676,190	868,085	6,258
610-41716	BULK WATER SALES	1,000	-	314	31.4%	686	-	314
610-41717	SEWER SURCHARGE	-	-	-	0.0%	-	-	-
610-41718	WATER TAPS	45,000	410	26,282	58.4%	18,718	4,419	21,863
610-41719	SEWER TAPS	45,000	-	5,917	13.1%	39,083	2,449	3,468
610-41724	SERVICE FEES	120,000	650	14,880	12.4%	105,120	20,189	(5,309)
610-41725	TAMPERING FEES	1,800	150	450	25.0%	1,350	-	450
610-41727	SEPTAGE FEES AND OTHER	30,000	1,922	5,354	17.8%	24,646	6,499	(1,145)
610-41728	REBATE - COMPOST FACILITY	20,000	-	-	0.0%	20,000	-	-
610-41732	MISC. CHARGES THRU WATER BILLS	1,000	99	231	23.1%	769	(654)	885
610-41733	PENALTY WATER BILLINGS	170,000	17,006	49,845	29.3%	120,155	58,862	(9,017)
610-41804	STATE & FEDERAL GRANTS	-	-	8,374	0.0%	(8,374)	-	8,374
610-41815	UNMWA REIMB.	50,000	-	-	0.0%	50,000	-	-
610-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
610-41901	INTEREST REVENUE	90,000	15,135	48,852	54.3%	41,148	42,444	6,408
610-41902	INSURANCE RECOVERIES	-	-	-	0.0%	-	13,576	(13,576)
610-41903	BOND SALE PREMIUM	-	-	-	0.0%	-	-	-
610-41924	MISC REVENUE	-	-	-	0.0%	-	-	-
610-41926	SCRAP METAL RECOVERY	-	1,220	1,220	0.0%	(1,220)	2,170	(950)
610-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
610-49620	TRANSFER FROM SANITATION	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		10,964,697	822,873	2,190,218	20.0%	8,774,478	2,119,097	71,121
610 -WATER & WASTEWATER FUND - DETAIL								
EXPENSE								
PERSONNEL								
610-51010	SALARIES & WAGES	1,401,735	106,045	312,815	22.3%	1,088,920	300,910	11,905
610-51020	OVERTIME	164,720	14,211	50,815	30.8%	113,905	51,319	(504)
610-51030	LONGEVITY	6,768	657	1,577	23.3%	5,191	1,554	23
610-51031	CERTIFICATION PAY	28,800	2,550	6,270	21.8%	22,530	11,873	(5,603)
610-51032	SHIFT PAY	3,600	400	980	27.2%	2,620	761	219
610-51034	UNIFORM ALLOWANCE	6,451	504	1,252	19.4%	5,200	1,058	193
610-51036	CELL PHONE ALLOWANCE	6,600	575	1,423	21.6%	5,178	1,648	(226)
610-51037	ON CALL PAY	-	1,900	5,455	0.0%	(5,455)	-	5,455
610-51040	SOCIAL SECURITY	122,550	9,505	28,605	23.3%	93,944	27,625	980
610-51050	HEALTH INSURANCE	296,089	19,607	69,892	23.6%	226,197	79,729	(9,837)
610-51061	WORKER'S COMPENSATION	57,211	5,634	16,693	29.2%	40,519	15,108	1,584
610-51070	RETIREMENT	239,769	18,206	54,537	22.7%	185,232	51,778	2,759
*** EXPENSE CATEGORY TOTALS ***		2,334,293	179,794	550,313	23.6%	1,783,980	543,364	6,949
SUPPLIES AND MATERIALS								
610-52010	OFFICE SUPPLIES/EQUIPMENT	5,700	-	230	4.0%	5,470	110	120
610-52020	POSTAGE	35,900	52	10,136	28.2%	25,764	10,177	(41)
610-52030	JANITORIAL SUPPLIES	2,600	-	-	0.0%	2,600	-	-
610-52031	CHEMICALS	500,000	24,308	81,660	16.3%	418,340	85,559	(3,899)
610-52040	UNIFORMS/APPAREL	11,500	1,096	2,982	25.9%	8,518	5,025	(2,043)
610-52050	MEDICAL SUPPLIES	400	-	-	0.0%	400	405	(405)
610-52057	LAB SUPPLIES	16,500	877	2,516	15.2%	13,984	2,840	(324)
610-52061	SAFETY MATERIALS	11,500	-	2,243	19.5%	9,257	1,599	645



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610-52070	GASOLINE AND OIL	500	15	15	3.0%	485	18	(3)
610-52080	SMALL TOOLS/EQUIPMENT	48,600	6,346	19,974	41.1%	28,626	20,477	(502)
*** EXPENSE CATEGORY TOTALS ***		633,200	32,694	119,757	18.9%	513,443	126,210	(6,453)
PROF/CONTRACTUAL SERV								
610-53020	AUDIT & ACCOUNTING SERVICES	19,800	-	2,938	14.8%	16,862	1,729	1,210
610-53030	PROFESSIONAL SERVICES	45,000	175	15,321	34.0%	29,679	12,587	2,734
610-53041	CITY ISSUED CELL PHONES	1,200	80	241	20.1%	959	241	0
610-53042	CITY ISSUED TABLETS	2,900	140	420	14.5%	2,480	456	(36)
610-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
610-53046	COMPLIANCE MONITORING	54,456	1,380	6,686	12.3%	47,770	2,950	3,736
610-53090	IT SUPPORT	15,175	-	2,132	14.0%	13,044	4,263	(2,132)
610-53095	SOFTWARE MAINTENANCE	43,538	-	2,680	6.2%	40,858	33,392	(30,712)
610-53310	EQUIPMENT RENTAL/LEASE	11,500	-	170	1.5%	11,330	429	(259)
610-53311	PRINTER/COPIER LEASE	6,400	559	559	8.7%	5,841	510	49
610-53315	VEHICLE LEASE FEES	143,813	10,308	27,645	19.2%	116,169	23,235	4,410
610-53341	COLLECTIONS/LEGAL MVBA	1,000	-	170	17.0%	830	-	170
610-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
610-53507	SLUDGE COLLECTION	365,000	20,679	62,036	17.0%	302,964	59,490	2,547
610-53509	MEMBERSHIPS & SUBSCRIPTIONS	1,260	24	48	3.8%	1,212	70	(22)
610-53510	TRAVEL AND TRAINING	29,450	1,245	2,190	7.4%	27,260	5,210	(3,020)
610-53512	PRINTING SERVICES	11,000	-	-	0.0%	11,000	3,494	(3,494)
610-53513	MERCHANT CR CRD PROCESSING	200,000	41,275	96,145	48.1%	103,855	43,797	52,348
610-53514	TML INSURANCE	147,441	-	155,654	105.6%	(8,212)	145,187	10,466
610-53517	CONTRACTUAL SERVICES	600	50	50	8.3%	551	116	(66)
610-53519	TANK MAINTENANCE	215,000	8,753	64,282	29.9%	150,718	-	64,282
610-53520	JANITORIAL SERVICES	17,347	-	3,494	20.1%	13,853	4,064	(570)
610-53521	UNRMWA WATER CONTRACT	203,582	24,641	49,283	24.2%	154,299	28,784	20,499
*** EXPENSE CATEGORY TOTALS ***		1,535,462	109,309	492,143	32.1%	1,043,320	370,002	122,140
MAINTENANCE & REPAIR								
610-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	55,000	4,152	12,633	23.0%	42,367	17,921	(5,288)
610-54110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	-	-
610-54120	EQUIPMENT REPAIR/MAINT EXP	295,360	112	3,024	1.0%	292,336	80,098	(77,074)
610-54220	WATER METERS	-	-	-	0.0%	-	-	-
610-54310	SEWER LINE MAINTENANCE	-	-	-	0.0%	-	-	-
610-54311	SEWER PLANT MAINTENANCE	250,000	5,865	13,340	5.3%	236,660	15,811	(2,471)
610-54313	LIFT STATION MAINTENANCE	290,000	11,847	27,650	9.5%	262,350	88,920	(61,269)
610-54314	GENERATOR MAINTENANCE	13,500	379	879	6.5%	12,621	5,386	(4,508)
610-54315	PRETREATMENT FOG MGMT	2,300	-	-	0.0%	2,300	371	(371)
610-54421	WATER METER REPLACEMENT PROJECT	150,000	8,292	41,980	28.0%	108,021	133,080	(91,100)
610-54450	WATER/SEWER LINE REPAIR	600,000	27,835	81,099	13.5%	518,901	155,375	(74,275)
610-54460	METER READER HANDHELDS	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		1,656,160	58,482	180,606	10.9%	1,475,554	496,962	(316,357)
UTILITIES								
610-54500	UTILITIES - ELECTRIC	401,100	42,356	65,055	16.2%	336,045	66,024	(969)
610-54501	UTILITIES - WATER/SEWER	32,700	2,965	12,839	39.3%	19,861	8,995	3,845
610-54502	UTILITIES - GAS	-	-	-	0.0%	-	-	-
610-54503	PHONES/INTERNET	25,500	1,798	5,458	21.4%	20,042	9,028	(3,570)
*** EXPENSE CATEGORY TOTALS ***		459,300	47,119	83,352	18.1%	375,948	84,047	(694)
OTHER/MISC.								
610-55005	TCEQ PERMITTING	65,000	25,539	57,432	88.4%	7,568	55,417	2,015
610-55030	BAD DEBT EXPENSE	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		65,000	25,539	57,432	88.4%	7,568	55,417	2,015



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REVENUE BOND PRINCIPAL PAYMENT								
610-56005	REVENUE BOND PRIN PAYMENT	760,000	-	-	0.0%	760,000	-	-
610-56009	CERT OBLIG PRIN PAYMENT	327,167	-	-	0.0%	327,167	-	-
610-56025	PRINCIPAL - CAPITAL LEASE	63,417	-	63,417	100.0%	-	61,955	1,462
610-56050	INTEREST- BONDED DEBT	713,641	-	(106,982)	-15.0%	820,623	(110,179)	3,198
610-56051	INTEREST- CAPITAL LEASE	1,497	-	1,497	100.0%	-	2,959	(1,462)
610-56054	PAY/ESCROW AGENT FEES	2,000	-	-	0.0%	2,000	750	(750)
*** EXPENSE CATEGORY TOTALS ***		1,867,722	-	(42,068)	-2.3%	1,909,790	(44,515)	2,448
CAPITAL OUTLAY								
610-58030	IMPROVEMENTS	12,659,550	159,340	959,801	7.6%	11,699,749	245,522	714,279
610-58040	VEHICLES & EQUIPMENT	404,000	-	88,621	21.9%	315,379	17,436	71,185
610-58044	COMMUNICATION EQUIPMENT	50,000	-	3,897	7.8%	46,103	-	3,897
610-58046	LIFT STATION REPLACEMENT	1,146,800	-	-	0.0%	1,146,800	-	-
*** EXPENSE CATEGORY TOTALS ***		14,260,350	159,340	1,052,319	7.4%	13,208,031	262,958	789,361
INTERFUND ACTIVITY								
610-59010	TRANSFER TO/FROM GENERAL FUND	1,395,000	116,250	348,750	25.0%	1,046,250	297,731	51,019
610-59570	TRANSFER TO FLEET FUND	158,700	-	33,794	21.3%	124,906	43,460	(9,666)
*** EXPENSE CATEGORY TOTALS ***		1,553,700	116,250	382,544	24.6%	1,171,156	341,192	41,353
*** TOTAL EXPENSE ***		\$ 24,365,188	\$ 728,527	\$ 2,876,399	11.8%	\$ 21,488,789	\$ 2,235,637	\$ 640,762
620-SANITATION FUND- DETAIL								
REVENUE								
620-41715	SANITATION COLLECTION CHARGES	3,160,569	267,983	646,540	20.5%	2,514,029	637,277	9,263
620-41721	COLLECTION BAG SALES	20,000	1,577	4,390	22.0%	15,610	3,850	541
620-41722	CLEAN STREETS PROGRAM	166,233	14,043	42,093	25.3%	124,140	42,301	(208)
620-41723	SALES TAX DISCOUNT	600	122	252	42.0%	348	347	(94)
620-41729	ROLL OFF CHARGES	721,313	82,288	258,865	35.9%	462,448	121,889	136,975
620-41901	INTEREST REVENUE	7,000	-	137	2.0%	6,863	241	(104)
620-41902	INSURANCE RECOVERIES	-	-	-	0.0%	-	-	-
620-41922	REBATE REVENUE	15,000	-	-	0.0%	15,000	35,598	(35,598)
620-41924	MISC REVENUE	-	-	-	0.0%	-	-	-
620-41926	SCRAP METAL RECOVERY	-	-	-	0.0%	-	-	-
620-49010	TRANSFER FROM GENERAL FUND	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		4,090,715	366,013	952,277	23.3%	3,138,438	841,503	110,774
620-SANITATION FUND- DETAIL								
EXPENSE								
SUPPLIES AND MATERIALS								
620-52080	SMALL TOOLS/EQUIPMENT	500	-	-	0.0%	500	-	-
620-52130	GARBAGE BAGS	10,000	4,984	4,984	49.8%	5,016	4,966	18
*** EXPENSE CATEGORY TOTALS ***		10,500	4,984	4,984	47.5%	5,516	4,966	18
PROF/CONTRACTUAL SERV								
620-53504	ROLL OFFS	453,932	125,717	232,838	51.3%	221,094	129,062	103,776
620-53505	RESIDENTIAL COLLECTION	808,000	76,579	228,358	28.3%	579,642	219,286	9,072
620-53506	COMMERCIAL COLLECTION	1,456,000	138,086	409,671	28.1%	1,046,329	383,680	25,991
620-53508	CITY WIDE CLEAN-UP COLLECTION	85,000	41,052	41,111	48.4%	43,889	37,532	3,580
620-53520	JANITORIAL SERVICES	1,450	-	121	8.3%	1,329	362	(242)
*** EXPENSE CATEGORY TOTALS ***		2,804,382	381,434	912,099	32.5%	1,892,283	769,922	142,177



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MAINTENANCE & REPAIR								
620-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	500	-	-	0.0%	500	-	-
620-54110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		500	-	-	0.0%	500	-	-
OTHER/MISC.								
620-55030	BAD DEBT EXPENSE	20,000	-	-	0.0%	20,000	-	-
620-55599	DEPRECIATION EXPENSE	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		20,000	-	-	0.0%	20,000	-	-
INTERFUND ACTIVITY								
620-59010	TRANSFER TO/FROM GENERAL FUND	1,232,333	102,694	308,083	25.0%	924,250	299,537	8,546
620-59570	TRANSFER TO FLEET FUND	23,000	-	3,072	13.4%	19,928	7,564	(4,492)
*** EXPENSE CATEGORY TOTALS ***		1,255,333	102,694	311,155	24.8%	944,178	307,101	4,054
*** TOTAL EXPENSE ***		\$ 4,090,715	\$ 489,112	\$ 1,228,239	30.0%	\$ 2,862,476	\$ 1,081,989	\$ 146,249



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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL								
REVENUE								
215-41013	PEDC SALES TAX	\$ 1,325,055	\$ 116,282	\$ 353,096	26.6%	\$ 971,959	327,089.06	\$ 26,007
215-41609	RENT - SUITE B	36,000	3,000	9,000	25.0%	27,000	9,000	-
215-41610	RENT - RESULTS CO	-	-	-	0.0%	-	53,861	(53,861)
215-41807	ETEX FIBER RECAPTURE	400,000	-	102,400	25.6%	297,600	99,381	3,019
215-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
215-41901	INTEREST REVENUE	65,000	10,211	35,312	54.3%	29,688	27,911	7,400
215-41932	TAH LOAN PYMT	34,064	2,839	8,516	25.0%	25,548	8,516	-
215-41938	SALE OF PROPERTY	-	-	-	0.0%	-	10	(10)
215-41924	MISC REVENUE	\$ -	\$ -	\$ -	0.0%	\$ -	0.00	\$ -
*** TOTAL REVENUE ***		1,860,119	132,333	508,324	27.3%	1,351,795	525,768	(17,444)
215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL								
EXPENSE								
PERSONNEL								
215-51010	SALARIES & WAGES	175,555	13,431	39,609	22.6%	135,946	30,166	9,443
215-51020	OVERTIME	-	-	-	0.0%	-	-	-
215-51030	LONGEVITY	288	39	80	27.7%	208	48	31
215-51031	CERTIFICATION PAY	-	-	-	0.0%	-	-	-
215-51036	CELL PHONE ALLOWANCE	600	50	123	20.4%	478	127	(4)
215-51040	SOCIAL SECURITY	13,817	1,031	3,036	22.0%	10,780	2,318	718
215-51050	HEALTH INSURANCE	24,943	1,881	6,776	27.2%	18,167	5,043	1,733
215-51061	WORKER'S COMPENSATION	708	55	163	23.1%	545	124	39
215-51070	RETIREMENT	26,124	1,959	5,769	22.1%	20,355	4,302	1,466
*** EXPENSE CATEGORY TOTALS ***		242,034	18,446	55,556	23.0%	186,478	42,130	13,426
SUPPLIES AND MATERIALS								
215-52010	OFFICE SUPPLIES/EQUIPMENT	4,100	112	327	8.0%	3,773	369	(41)
215-52020	POSTAGE	300	-	-	0.0%	300	-	-
215-52091	FURNITURE & OFFICE EQUIPMENT	2,500	33	33	1.3%	2,467	575	(543)
*** EXPENSE CATEGORY TOTALS ***		6,900	145	360	5.2%	6,540	944	(584)
PROF/CONTRACTUAL SERV								
215-53010	LEGAL SERVICES	55,000	-	878	1.6%	54,123	14,104	(13,227)
215-53020	AUDIT & ACCOUNTING SERVICES	5,000	-	742	14.8%	4,258	436	306
215-53030	PROFESSIONAL SERVICES	45,000	-	-	0.0%	45,000	1,200	(1,200)
215-53031	CONSULTANT SERVICES	20,000	-	-	0.0%	20,000	-	-
215-53041	CITY ISSUED CELL PHONES	-	-	-	0.0%	-	-	-
215-53090	IT SUPPORT	1,897	-	305	16.1%	1,593	609	(305)
215-53095	SOFTWARE MAINTENANCE	833	-	230	27.7%	603	273	(43)
215-53150	MARKETING SERVICES	75,000	10,049	12,594	16.8%	62,406	12,208	386
215-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	-	-



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215-53311	PRINTER/COPIER LEASE	3,500	237	237	6.8%	3,263	255	(18)
215-53315	VEHICLE LEASE FEES	-	-	-	0.0%	-	-	-
215-53330	CITY-PAID EXPENSES	-	-	-	0.0%	-	-	-
215-53500	LEGAL NOTICES	3,000	-	-	0.0%	3,000	-	-
215-53501	COMMUNICATIONS	-	-	-	0.0%	-	410	(410)
215-53509	MEMBERSHIPS & SUBSCRIPTIONS	22,250	173	8,707	39.1%	13,543	16,980	(8,272)
215-53510	TRAVEL AND TRAINING	10,000	312	4,096	41.0%	5,904	663	3,434
215-53512	PRINTING SERVICES	-	-	-	0.0%	-	-	-
215-53514	TML INSURANCE	13,000	-	15,187	116.8%	(2,187)	12,135	3,052
215-53515	INSURANCE AND BONDS	1,100	-	-	0.0%	1,100	912	(912)
215-53520	JANITORIAL SERVICES	4,100	-	600	14.6%	3,500	1,225	(625)
215-53617	PROJECTS SUPPORT GRANTS	300,000	-	-	0.0%	300,000	-	-
215-53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	-	-	0.0%	25,000	-	-
215-53663	COM DEV GRANT-GENERAL PROGRAM	75,000	-	-	0.0%	75,000	-	-
215-53664	BLDG IMPROVEMENT GRANT PROG	250,000	2,775	66,303	26.5%	183,697	13,100	53,203
215-53665	PRIOR YEAR BLDG IMPROV GRANTS	67,500	18,563	18,563	27.5%	48,938	-	18,563
*** EXPENSE CATEGORY TOTALS ***		977,180	32,110	128,442	13.1%	848,738	74,510	53,932
MAINTENANCE & REPAIR								
215-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	3,008	3,665	3.7%	96,335	15,115	(11,450)
215-54120	EQUIPMENT REPAIR/MAINT EXP	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		100,000	3,008	3,665	3.7%	96,335	15,115	(11,450)
UTILITIES								
215-54500	UTILITIES - ELECTRIC	78,000	4,661	6,788	8.7%	71,212	1,167	5,621
215-54501	UTILITIES - WATER/SEWER	4,000	381	893	22.3%	3,107	700	193
215-54503	PHONES/INTERNET	3,000	244	799	26.6%	2,201	1,241	(442)
*** EXPENSE CATEGORY TOTALS ***		85,000	5,287	8,480	10.0%	76,520	3,108	5,372
OTHER/MISC.								
215-55002	EVENTS & PROMOTIONS	-	-	-	0.0%	-	-	-
215-55009	BUSINESS RETENTION/EXPANSION	15,000	-	-	0.0%	15,000	308	(308)
215-55066	COMMUNITY EVENTS	-	-	-	0.0%	-	-	-
215-55067	HOSPITAL DEMOLITION	-	-	-	0.0%	-	-	-
215-55200	MEETING MEALS	3,500	407	485	13.9%	3,015	865	(380)
*** EXPENSE CATEGORY TOTALS ***		18,500	407	485	2.6%	18,015	1,173	(688)
DEBT SERVICE								
215-56005	REVENUE BOND PRIN PAYMENT	563,374	-	(32,879)	-5.8%	596,253	(5,687)	(27,192)
215-56050	INTEREST- BONDED DEBT	168,554	-	-	0.0%	168,554	-	-
215-56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	25,340	(25,340)
*** EXPENSE CATEGORY TOTALS ***		731,928	-	(32,879)	-4.5%	764,807	19,653	(52,532)



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CAPITAL OUTLAY								
215-58000	CAPITAL OUTLAY	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		-	-	-	0.0%	-	-	-
INTERFUND ACTIVITY								
215-59010	TRANSFER TO/FROM GENERAL FUND	49,586	2,614	7,843	15.8%	41,743	7,843	-
215-59570	TRANSFER TO FLEET FUND	250	-	175	69.9%	75	-	175
*** EXPENSE CATEGORY TOTALS ***		49,836	2,614	8,018	16.1%	41,818	7,843	175
*** TOTAL EXPENSE ***		\$ 2,211,378	\$ 62,016	\$ 172,126	7.8%	\$ 2,039,252	\$ 164,475	\$ 7,651



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NON MAJOR FUNDS SUMMARY							
	200	240	250	251	252	260	270
	HOTEL	AIRPORT	MUNICIPAL COURT	MUNICIPAL	MUNICIPAL	PD FORFEITURE FUND	COMMUNITY FOREST
Beginning Fund Balance	\$ 1,393,016	\$ 29,056	\$ 75,562	\$ 55,426	\$ 73,037	\$ 69,664	\$ 2,877
REVENUE							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	-	-	-	-	-
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	1,577	1,301	-	-	-
LEASE/RENTAL REVENUE	-	-	-	-	-	-	-
CHARGES FOR SERVICE	-	-	-	-	-	11,600	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	161,899	4,133	762	564	1,173	1,415	2,150
INTERFUND ACTIVITY	-	76,908	-	-	-	-	-
Total	161,899	81,041	2,339	1,865	1,173	13,015	2,150
EXPENSE							
PERSONNEL	48,098	8,746	-	-	-	-	-
SUPPLIES AND MATERIALS	437	60	6,490	-	-	-	-
PROF/CONTRACTUAL SERV	38,143	33,572	-	-	-	-	40,000
MAINTENANCE & REPAIR	2,408	9,731	-	-	-	-	-
UTILITIES	2,493	1,489	-	-	-	-	-
OTHER/MISC.	6,914	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
INTERFUND ACTIVITY	7,899	600	-	-	-	-	-
Total	106,392	54,198	6,490	-	-	-	40,000
Surplus (Deficit)	55,506	26,843	(4,152)	1,865	1,173	13,015	(37,850)
Ending Fund Balance	\$ 1,448,523	\$ 55,898	\$ 71,410	\$ 57,291	\$ 74,210	\$ 82,679	\$ (34,973)



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NON MAJOR FUNDS SUMMARY

	271	280	290	400	740	770	
	PERPETUAL CEMETERY FUND	GRANTS	STREET MAINTENANCE / REPAIR TAX	GENERAL CIP FUND	EQUIPMENT REPLACEMENT	FLEET FUND	TOTAL NON MAJOR FUNDS
Beginning Fund Balance	\$ 232,103	\$ 21,766	\$ 746,530	\$ 22,084,037	\$ 834,893	\$ (77,634)	\$ 25,540,333
REVENUE							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	176,548	-	-	-	176,548
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	-	-	-	-	2,878
LEASE/RENTAL REVENUE	-	-	-	-	-	-	-
CHARGES FOR SERVICE	5,000	-	-	-	-	-	16,600
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	1,475	198	-	132,501	-	20,441	326,709
INTERFUND ACTIVITY	-	-	-	-	-	131,878	208,786
Total	6,475	198	176,548	132,501	-	152,319	731,521
EXPENSE							
PERSONNEL	-	-	-	-	-	48,648	105,492
SUPPLIES AND MATERIALS	-	-	-	-	-	91,347	98,334
PROF/CONTRACTUAL SERV	-	-	-	-	-	5,047	116,761
MAINTENANCE & REPAIR	1,650	-	18,898	-	-	60,837	93,524
UTILITIES	-	-	-	-	-	2,480	6,462
OTHER/MISC.	-	-	-	-	-	-	6,914
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	543,393	-	-	543,393
INTERFUND ACTIVITY	-	-	-	-	-	-	8,499
Total	1,650	-	18,898	543,393	-	208,359	979,381
Surplus (Deficit)	4,825	198	157,650	(410,892)	-	(56,040)	(247,860)
Ending Fund Balance	\$ 236,927	\$ 21,963	\$ 904,180	\$ 21,673,145	\$ 834,893	\$ (133,674)	\$ 25,292,473



City of Palestine, Texas

Summary of Cash and Investment Activity

For the Month Ending: December 31, 2024

	Par Value	Book Value	Market Value	Ratio Market-to-Book Value	
Beginning Balances					
Cash	\$ 15,685,577.75	\$ 15,685,577.75	\$ 15,685,577.75	100.00%	
Investments	34,033,718.21	34,033,718.21	34,033,718.21	100.00%	
Total	\$ 49,719,295.96	\$ 49,719,295.96	\$ 49,719,295.96	100.00%	
Activity					
Cash	\$1,838,107.88	1,838,107.88	1,838,107.88		
Investments					
Net Accretion & Amortization		-	-		
Purchases	250,000.00	250,000.00	250,000.00		
Maturities/Calls		-	-		
Changes to Market Value		-	27,995.21		
Withdrawals/Deposits	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)		
Interest Earnings	83,507.53	83,507.53	83,507.53		
Net Monthly Activity	\$1,171,615.41	1,171,615.41	1,199,610.62		
Ending Balances					
Cash	17,523,685.63	17,523,685.63	17,523,685.63	100.00%	
Investments	33,367,225.74	33,367,225.74	33,395,220.95	100.08%	
Total	\$ 50,890,911.37	\$ 50,890,911.37	\$ 50,918,906.58	100.06%	



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Summary of Cash and Investment Activity
For the Month Ending: December 31, 2024

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Prosperity Bank - Cash	\$4,419,170		\$ 100.000	0.200%	\$4,419,170	\$ 4,419,170	\$ 4,419,170	\$ -	1
N/A	N/A	N/A	BNY Mellon - Cash Reserve	226,975		100.000	0.000%	226,975	226,975	226,975	-	1
N/A	N/A	N/A	TexSTAR - Local Government Investment Pool	3,439,116		100.000	4.710%	3,439,116	3,439,116	3,439,116	-	1
N/A	N/A	N/A	TexSTAR - General Obligation Bond 2014	10,887,061		100.000	4.710%	10,887,061	10,887,061	10,887,061	-	1
N/A	N/A	N/A	FNC - Cash, Money Funds, & Bank Deposits	98,219		100.000	0.010%	98,219	98,219	98,219	-	1
N/A	N/A	N/A	FNC PEDC - Cash, Money Funds, & Bank Deposits	300,251		100.000	0.010%	300,251	300,251	300,251	-	1
1/13/2022	1/13/2025	3130AQGT4	Bond - Federal Home Loan Bank	1,000,000		100.000	1.100%	1,000,000	1,000,000	999,010	(990)	13
2/18/2022	2/18/2025	3130AQRN5	Bond - Federal Home Loan Bank	1,000,000		100.000	1.150%	1,000,000	1,000,000	998,180	(1,820)	49
4/5/2022	4/5/2025	14042TFC6	CD - Capital One Bank	250,000		100.000	2.580%	250,000	250,000	249,065	(935)	95
2/18/2022	2/18/2025	05580AJ39	CD - BMW Bank North America	200,000		100.000	1.460%	200,000	200,000	199,480	(520)	49
1/21/2022	1/21/2025	38149MU35	CD - Goldman Sachs	250,000		100.000	2.080%	250,000	250,000	249,913	(88)	21
5/11/2022	5/19/2025	02007GRK1	CD - Ally Bank	250,000		100.000	3.100%	250,000	250,000	248,998	(1,003)	139
5/11/2022	5/19/2025	0258ACS9	CD - American Express	250,000		100.000	3.100%	250,000	250,000	249,018	(983)	139
5/11/2022	5/19/2025	140442RRH6	CD - Capital One National Bank	250,000		100.000	3.100%	250,000	250,000	249,018	(983)	139
5/11/2022	5/19/2025	61690UJ43	CD - Morgan Stanley Bank	250,000		100.000	3.150%	250,000	250,000	249,040	(960)	139
5/11/2022	5/19/2025	61768EJP9	CD - Morgan Stanley Private Bank	250,000		100.000	3.150%	250,000	250,000	249,040	(960)	139
5/25/2022	5/27/2025	06740KQN0	CD- Barclays Bank	250,000		100.000	3.050%	250,000	250,000	248,908	(1,093)	147
5/25/2022	5/27/2025	254673E69	CD - Discover Bank	250,000		100.000	3.100%	250,000	250,000	248,953	(1,048)	147
6/30/2022	8/30/2024	87164DTM2	CD - Synovus Bank	-		100.000	3.200%	-	-	-	-	-123
6/30/2022	6/30/2025	90348J4C1	CD - UBS Bank	250,000		100.000	3.300%	250,000	250,000	248,890	(1,110)	181
7/22/2022	7/22/2025	87164XN36	CD - Synchrony Bank	250,000		100.000	3.050%	250,000	250,000	248,658	(1,343)	203
7/25/2022	7/25/2025	32022RRW9	CD - First Financial Bank	250,000		100.000	3.050%	250,000	250,000	248,378	(1,623)	206
9/28/2022	9/29/2025	307811EZ8	CD - Farmers & Merchants Bank	250,000		100.000	3.750%	250,000	250,000	249,168	(833)	272



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

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
9/29/2022	9/29/2025	8266GET7	CD - Signature Bank	250,000		100.000	4.050%	250,000	250,000	249,648	(353)	272
9/30/2022	9/30/2025	32112UEC1	CD - First National Bank	250,000		100.000	3.750%	250,000	250,000	249,140	(860)	273
9/30/2022	9/30/2025	52470QCA0	CD - Legacy Bank & Trust	250,000		100.000	4.000%	250,000	250,000	249,570	(430)	273
10/7/2022	4/7/2025	84229LAX0	CD - Southern Bank	250,000		100.000	3.740%	250,000	250,000	249,613	(388)	97
10/13/2022	10/14/2025	07815ACD7	CD - Bell St Bank & Trust	250,000		100.000	4.210%	250,000	250,000	249,845	(155)	287
10/14/2022	4/14/2025	620476BB6	CD - Mound City Bank	250,000		100.000	4.160%	250,000	250,000	249,883	(118)	104
10/26/2022	10/28/2024	23204HLJ5	CD - Customers Bank	-		100.000	4.510%	-	-	-	-	-64
10/28/2022	10/28/2025	319477AN5	CD - First Citizens Bank & Trust	250,000		100.000	4.700%	250,000	250,000	250,853	853	301
11/15/2022	8/15/2024	66476QDC9	CD - Northern Bank & Trust	-		100.000	4.750%	-	-	-	-	-138
9/20/2019	9/20/2025	182001541	CD - Prosperity Bank	168,579		100.000	1.900%	168,579	168,579	168,579	-	263
9/20/2020	9/20/2024	182001540	CD - Prosperity Bank	165,252		100.000	0.500%	165,252	165,252	165,252	-	-102
9/27/2022	10/15/2024	62384RAQ9	CD - Mountain Amer Cr Un	-		100.000	4.750%	-	-	-	-	-77
11/23/2022	11/24/2025	849061AA4	CD - Spokane Teachers Cr Un	248,000		100.000	5.000%	248,000	248,000	249,917	1,917	328
11/28/2022	5/28/2024	397129AJ6	CD - Greenwood Cr Un	-		100.000	4.950%	-	-	-	-	-217
11/28/2022	11/28/2025	07181JAX	CD - Baxter Cr Un	248,000		100.000	4.950%	248,000	248,000	249,798	1,798	332
12/30/2022	12/30/2025	01882MAD4	CD - Alliant Cr Un	248,000		100.000	5.100%	248,000	248,000	250,346	2,346	364
12/23/2022	12/23/2024	9497634P8	CD - Wells Fargo Bank (PEDC)	-		100.000	4.750%	-	-	-	-	-8
1/20/2023	7/22/2024	564759RU4	CD - Manufacturers & Traders Tr Co (PEDC)	-		100.000	4.600%	-	-	-	-	-162
1/31/2023	7/31/2024	33651FAH2	CD - First Source Fed Cr Un	-		100.000	4.750%	-	-	-	-	-153
2/15/2023	2/14/2025	369674CJ3	CD - General Electric Cr Un	248,000		100.000	5.000%	248,000	248,000	248,149	149	45
2/24/2023	2/24/2025	87868YAJ2	CD - Technology Cr Un San Jose	248,000		100.000	5.000%	248,000	248,000	248,176	176	55
3/8/2023	3/8/2028	011852AE0	CD - Alaska USA Fed Cr Un	249,000		100.000	4.600%	249,000	249,000	253,435	4,435	1163
3/10/2023	3/10/2028	92891CCZ3	CD - Vystar Cr Un	249,000		100.000	4.550%	249,000	249,000	253,076	4,076	1165



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

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
5/24/2023	5/27/2025	59001PAT6	CD - Meritrust Fed Cr Un	150,000		100.000	5.000%	150,000	150,000	150,702	702	147
5/30/2023	5/30/2025	67054NBG7	CD - Numerica Cr Un	250,000		100.000	5.000%	250,000	250,000	250,840	840	150
7/14/2023	7/14/2028	91739JAA3	CD - Utah First Fed Cr Un	249,000		100.000	4.750%	249,000	249,000	259,983	10,983	1291
5/12/2023	12/30/2024	3134GXB29	Bond - Federal Home Ln Mtg Corp (CIP)	-		100.000	4.000%	-	-	-	-	-1
2/16/2024	2/14/2025	3135GAP62	Bond - Federal Natl Mtg Assn (CIP)	-		100.000	5.000%	-	-	-	-	45
2/28/2024	3/1/2027	01025RAP4	SH CTF - Alabama Cr Un	250,000		100.000	4.500%	250,000	250,000	251,765	1,765	790
2/28/2024	3/1/2027	30960QAW7	SH CTF - Farmers Ins Group Fed Cr Un	250,000		100.000	4.500%	250,000	250,000	251,765	1,765	790
4/16/2024	8/31/2025	TSRY55638348	US Treasury Securities NTS	500,000		100.000	5.000%	500,000	500,000	501,975	1,975	243
6/13/2024	6/14/2027	32026U5Y8	CD - First Fndtn Bk	240,000		100.000	4.900%	240,000	240,000	244,958	4,958	895
6/28/2024	6/28/2027	32023HBT4	CD - First Fed Svgs & Ln	248,000		100.000	5.250%	248,000	248,000	250,820	2,820	909
7/19/2024	7/21/2025	89841MBG1	CD - Trustone Finl Cr Un (PEDC)	248,000		100.000	5.100%	248,000	248,000	249,146	1,146	202
7/22/2024	7/21/2028	19058RAG6	CD - Coastal1 Cr Un	244,000		100.000	4.550%	244,000	244,000	248,414	4,414	1298
7/30/2024	7/30/2029	18507MAD3	CD - Clearpath Fed Cr Un	248,000		100.000	5.400%	248,000	248,000	249,292	1,292	1672
7/31/2024	7/31/2025	291916AQ7	CD - Empower Fed Cr Un (PEDC)	244,000		100.000	5.100%	244,000	244,000	245,198	1,198	212
7/31/2024	8/2/2027	795451DN0	CD - Sallie Mae Bk	250,000		100.000	5.000%	250,000	250,000	251,695	1,695	944
7/9/2024	1/10/2028	74048CBG6	CD - Premier Cmnty Bk	250,000		100.000	4.450%	250,000	250,000	251,575	1,575	1105
8/23/2024	8/23/2027	44330U3E0	CD - HSBC Bk	250,000		100.000	4.200%	250,000	250,000	247,858	(2,143)	965
8/12/2024	8/12/2027	3133ERNT4	Bond - Fed Farm Cr Bk	1,000,000		100.000	4.950%	1,000,000	1,000,000	998,750	(1,250)	954
9/13/2024	9/13/2027	87164DXJ4	CD - Synovus Bk	250,000		100.000	4.500%	250,000	250,000	249,743	(258)	986
Totals/Weighted Average				\$33,763,623			3.604%	\$33,763,623	\$ 33,763,623	\$ 33,794,260	\$ 30,638	178
Benchmark - 4 Weeks Coupon Equivalent- Treasury Bill Rate							4.820%					



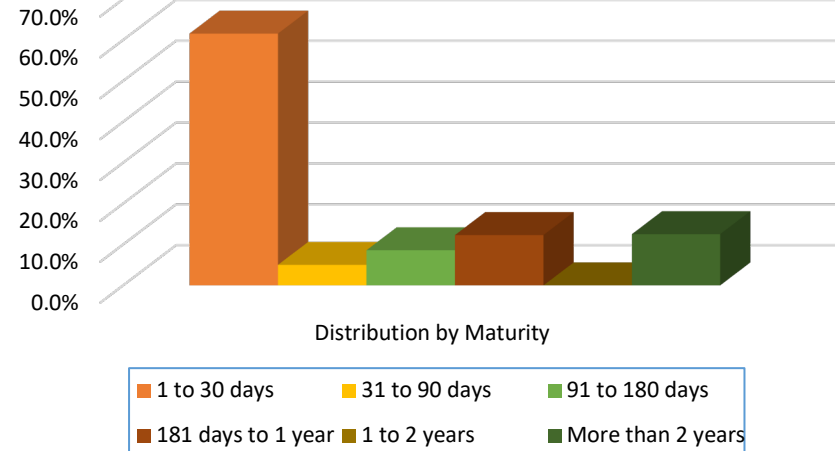
City of Palestine, Texas

Summary of Cash and Investment Activity

For the Month Ending: December 31, 2024

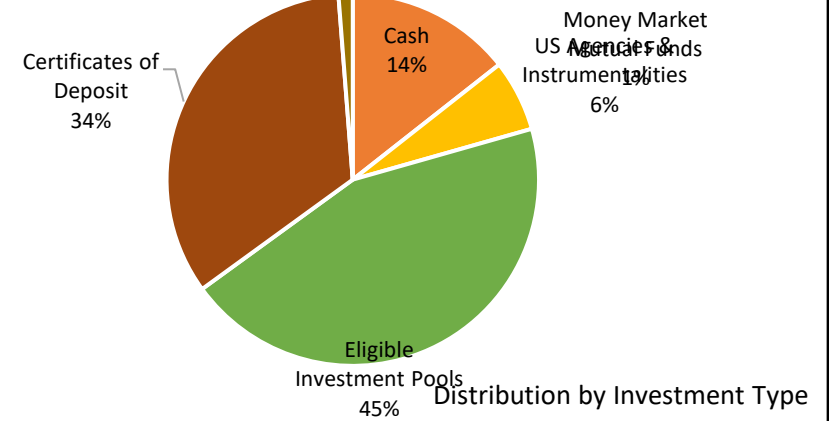
Distribution by Maturity

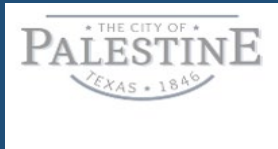
	Par Value	Percent
1 to 30 days	\$20,786,044	61.6%
31 to 90 days	1,696,000	5.0%
91 to 180 days	2,900,000	8.6%
181 days to 1 year	4,154,579	12.3%
1 to 2 years	-	0.0%
More than 2 years	4,227,000	12.5%
	<u>\$ 33,763,623</u>	<u>100.0%</u>



Distribution by Investment Type

	Book Value	Percent
Cash	\$4,646,145	13.8%
US Agencies & Instrumentalities	2,000,000	5.9%
Eligible Investment Pools	14,326,177	42.4%
Certificates of Deposit	10,892,830	32.3%
US Treasury Bills / Notes / Bonds	1,500,000	4.4%
Money Market Mutual Funds	398,470	1.2%
Repurchase Agreements	-	0.0%
	<u>\$ 33,763,623</u>	<u>100.0%</u>






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

Transaction Information		010	200	215	240	250	251	252
Description	Security Type	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECON. DEV. CORP. (PEDC)	AIRPORT FUND	MUNICIPAL COURT - BLDG. SECURITY	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY
TexSTAR	Investment Pool	\$ 1,775,902	\$ 211,149	\$ 496,016	\$ 64,057	\$ 14,365	\$ 11,257	23,360
FNC/Pershing	Cash, Money Funds, & Bank Dep.	\$ 53,733	\$ 6,389	\$ 315,259	\$ 1,938	\$ 435	\$ 341	707
CD's	Certificates of Deposit	\$ 5,690,002	\$ 676,522	\$ 2,081,237	\$ 205,241	\$ 46,025	\$ 36,069	74,846
Total of Investments		7,519,638	894,059	2,892,512	271,236	60,825	47,667	98,913
Cash		1,460,420	658,187	52,678	11,813	9,258	19,210	23,158
Total Investments & Cash		8,980,057	1,552,247	2,945,190	283,049	70,083	66,877	122,071

Transaction Information		260	270	271	280	281	290	310
Description	Security Type	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
TexSTAR	Investment Pool	28,161	163,354	29,373	3,922	-	216,846	55,078
FNC/Pershing	Cash, Money Funds, & Bank Dep.	852	4,943	889	119	-	6,561	1,666
CD's	Certificates of Deposit	90,228	523,388	94,112	12,567	-	694,775	176,471
Total of Investments		119,241	691,685	124,374	16,608	-	918,182	233,216
Cash		24,155	173,639	3,226	-	-	178,324	134,335
Total Investments & Cash		143,396	865,324	127,600	16,608	\$ -	\$ 1,096,506	367,551

Transaction Information		400	610	620	740	770	TOTAL
Description	Security Type	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION	EQUIPMENT REPLACEMENT FUND	FLEET FUND	
TexSTAR	Investment Pool	10,904,306	385,454	(42,569)	-	(13,855)	14,326,177
FNC/Pershing	Cash, Money Funds, & Bank Dep.	522	5,825	(1,288)	-	(419)	398,470
CD's	Certificates of Deposit	3,054,614	616,879	(136,392)	-	(44,393)	13,892,193
Total of Investments		13,959,441	1,008,158	(180,249)	-	(58,668)	28,616,840
Cash		(11,394)	385,306	(35,007)	45,294	14,181	3,146,783
Total Investments & Cash		\$ 13,948,047	\$ 1,393,464	\$ (215,256)	\$ 45,294	\$ (44,487)	\$ 31,763,623



City of Palestine, Texas

Summary of Investment Earnings by Fund

For the Month Ending: December 31, 2024

Description	010	200	215	240	250	251	252
	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECONOMIC DEV. CORP. (PEDC)	AIRPORT	MUNICIPAL COURT - BLDG SECURITY FUND	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY FEES
Bank Interest	676.04	80.38	475.72	24.39	5.47	4.29	8.89
TexSTAR	6,856.39	815.20	1,915.01	247.31	55.46	43.46	90.19
FNC/Pershing	481.69	57.27	478.21	17.37	3.90	3.05	6.34
CD's	21,091.78	2,507.74	8,728.18	760.79	170.61	133.70	277.44
Total	29,105.91	3,460.59	11,597.12	1,049.86	235.43	184.50	\$ 382.86

Description	260	270	271	280	281	290	310
	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
Bank Interest	10.72	62.19	11.18	1.49	-	82.55	20.97
TexSTAR	108.72	630.68	113.40	15.14	-	837.20	212.65
FNC/Pershing	7.64	44.31	7.97	1.06	-	58.82	14.94
CD's	334.46	1,940.10	348.86	46.58	-	2,575.40	654.15
Total	461.54	2,677.27	481.41	64.29	-	3,553.96	902.70

Description	400	610	620	740	770	TOTAL
	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION FUND	EQUIPMENT REPLACEMENT FUND	FLEET FUND	
Bank Interest	6.56	73.29	(16.21)	-	(5.27)	1,522.65
TexSTAR	42,100.91	1,488.18	(164.35)	-	(53.49)	55,312.07
FNC/Pershing	4.68	52.22	(11.55)	-	(3.76)	1,224.16
CD's	26,057.86	2,286.66	(505.58)	-	(164.56)	67,244.17
Total	\$ 68,170.01	\$ 3,900.35	\$ (697.68)	\$ -	\$ (227.08)	\$ 125,303.05

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



Andrew Sibai
Finance Director



Agenda Date: January 27, 2025
To: City Council
From: Mark Harcrow, Chief of Police
Agenda Item: Police Department Monthly Reports
Date Submitted: 01/22/2025

SUMMARY:

December 2024 Police Monthly Reports

RECOMMENDED ACTION:

Report only.

CITY MANAGER APPROVAL:

Attachments

CID Stats 12/24
PLACE Team Stats 12/24
PPD Stats 12/24



PALESTINE POLICE DEPARTMENT

CID Council Report

Printed on January 6, 2025

Offense	Disposition	Disposition Date
Closed		
RUNAWAY	Closed	12/10/24
INJURY TO A CHILD/ELDERLY/DISABLED	Closed	12/17/24
FRAUD	Closed	12/17/24
DECEASED PERSON	Closed	12/17/24
DECEASED PERSON	Closed	12/31/24
AGENCY ASSIST	Closed	12/18/24
Closed Total: 6		
DA Ready		
INJURY TO A CHILD/ELDERLY/DISABLED	DA Ready	12/10/24
SHOTS FIRED	DA Ready	12/17/24
SEX OFFENSE	DA Ready	12/19/24
DA Ready Total: 3		
Referred to DA		
ASSAULT	Referred to DA	12/17/24
THEFT	Referred to DA	12/17/24
SEX OFFENSE	Referred to DA	12/17/24
HIT & RUN	Referred to DA	12/17/24
DECEASED PERSON	Referred to DA	12/17/24
DECEASED PERSON	Referred to DA	12/17/24
VIOLATION OF PROTECTIVE ORDER	Referred to DA	12/17/24
SEX OFFENSE	Referred to DA	12/17/24
Referred to DA Total: 8		
Total Records: 17		



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

504 North Queen Street
Palestine, Texas 75801

December 2024

Code Violations

Maintenance of Property	20
Trash / Rubbish	12
Tall Weeds and Grass	13
Vehicles / Trailers	34
Other Violation	84
Animal Control	15
Illegal Dump Sites	16
Estimated Total Weight	4945

Violation Status

Compliant upon Contact	105
Non-Compliance	98
Citations	0
Municipal Court	2

Known Expenditures

Properties Cleaned	0
Property Liens	0
Community Service Persons	1
Total Accumulated Hours	3

Litter Abatement

Total # Dump Sites	0
Estimated Total Weight	0 lbs

Animal Control

Total Calls for Month	155
Bites / Quarantine	2
Emergency Calls – OT	3
Citations	9
Warnings	5
Animal Intake	41

Palestine Police Department Monthly Activity Report

Date Reported: 12/1/2024 – 12/31/2024



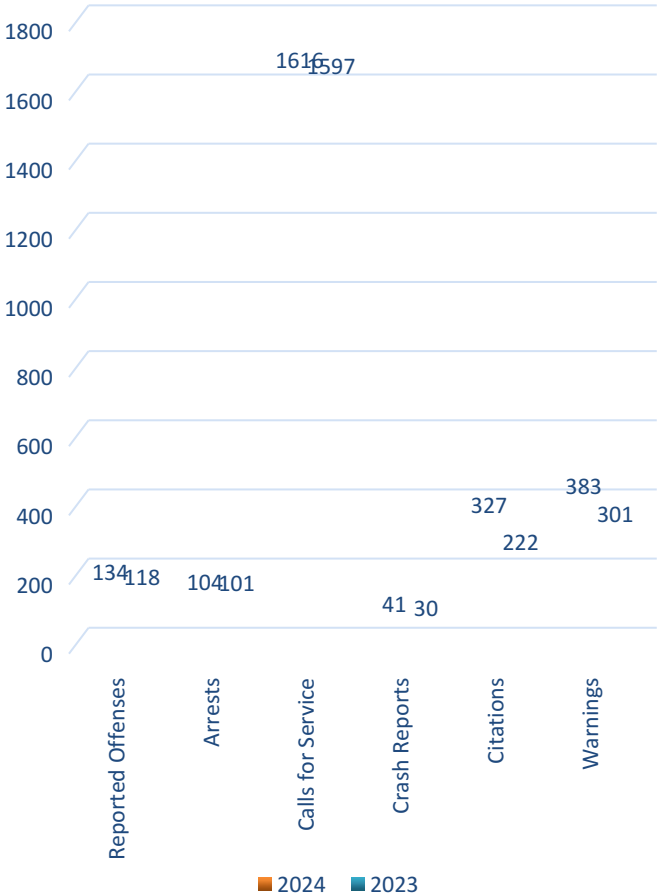
Palestine Police Department
504 N Queen St
Palestine, TX 75801
(903) 729-2254

MONTH

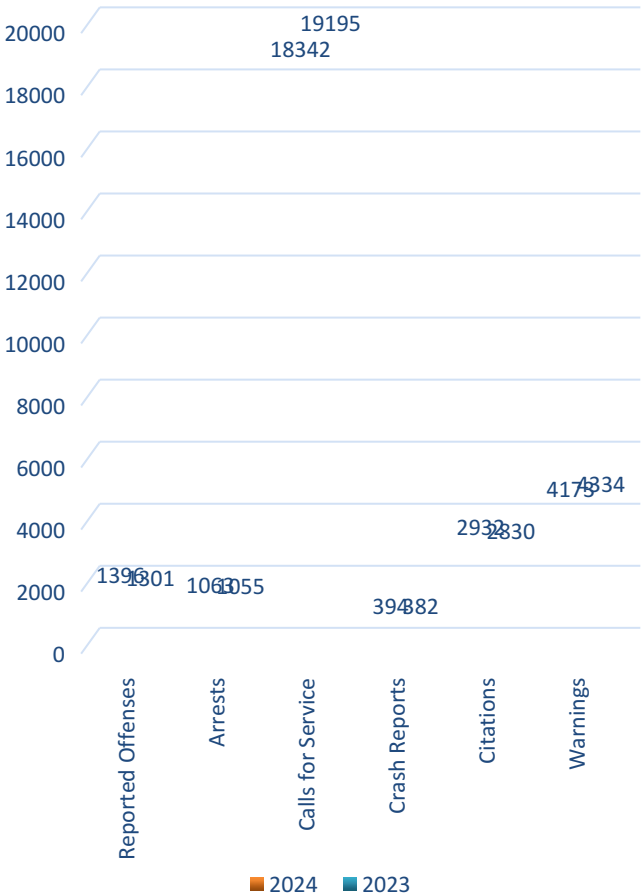
YEAR TO DATE

Reported Offenses	December 2024	December 2023	% Diff	December 2024	December 2023	% Diff
	134	118	12%	1396	1301	7%
Arrests	December 2024	December 2023	% Diff	December 2024	December 2023	% Diff
	104	101	3%	1063	1055	1%
Calls for Service	December 2024	December 2023	% Diff	December 2024	December 2023	% Diff
	1616	1597	1%	18,342	19,195	5%
Traffic	December 2024	December 2023	% Diff	December 2024	December 2023	% Diff
Crash Reports	41	30	27%	394	382	3%
Citations	327	222	32%	2932	2830	3%
Warnings	383	301	21%	4173	4334	4%

Month Comparison



Year Comparison





Agenda Date: January 27, 2025
To: City Council
From: Christophe Trahan, Economic Development Director
Agenda Item: PEDC Monthly Report December 2024/January 2025
Date Submitted: 01/23/2025

SUMMARY:

December 2024/January 2025 Economic Development Monthly Report

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

PEDC Report Dec 2024 - Jan 2025
ETEX/PEDC Revenue Share Report Q3 2024



Economic Development Activities- December/January 2024-2025

Business Retention & Expansion

- Coordinated meeting with community leaders to discuss a potential expansion of the Sanderson Farms processing facility on 12/16
- Conducted a BRE visit with Greenbrier Nursing Home on 12/19.

New & Small Business Development

- Met with Small Business Development Center representatives to discuss feasibility of re-establishing a revolving loan fund program in Palestine on 12/16.
- Met with and assisted a local entrepreneur with site selection for a new business on 12/17.
- Met with Chronos Energy to discuss potential sites in Palestine/Anderson County for site selection on 1/9.

Targeted Marketing & Attraction

- Presented & secured TSRA approval of interlocal agreement to develop Industrial Rail Park on 12/20.
- Completed drafting of Community Development Grant Agreement for Tri-County Meals on Wheels to support the expansion of their meeting/convention space.

Incentives/Infrastructure & Quality of Life

- Secured city council approval of city incentives for the Palestine Mall project on 12/18.
- Drafting & Negotiation of incentives for Palestine Mall project.
- Contract drafting & administration of Downtown Capital Improvement Grant Program.

Prospects

PEDC December leads: 0

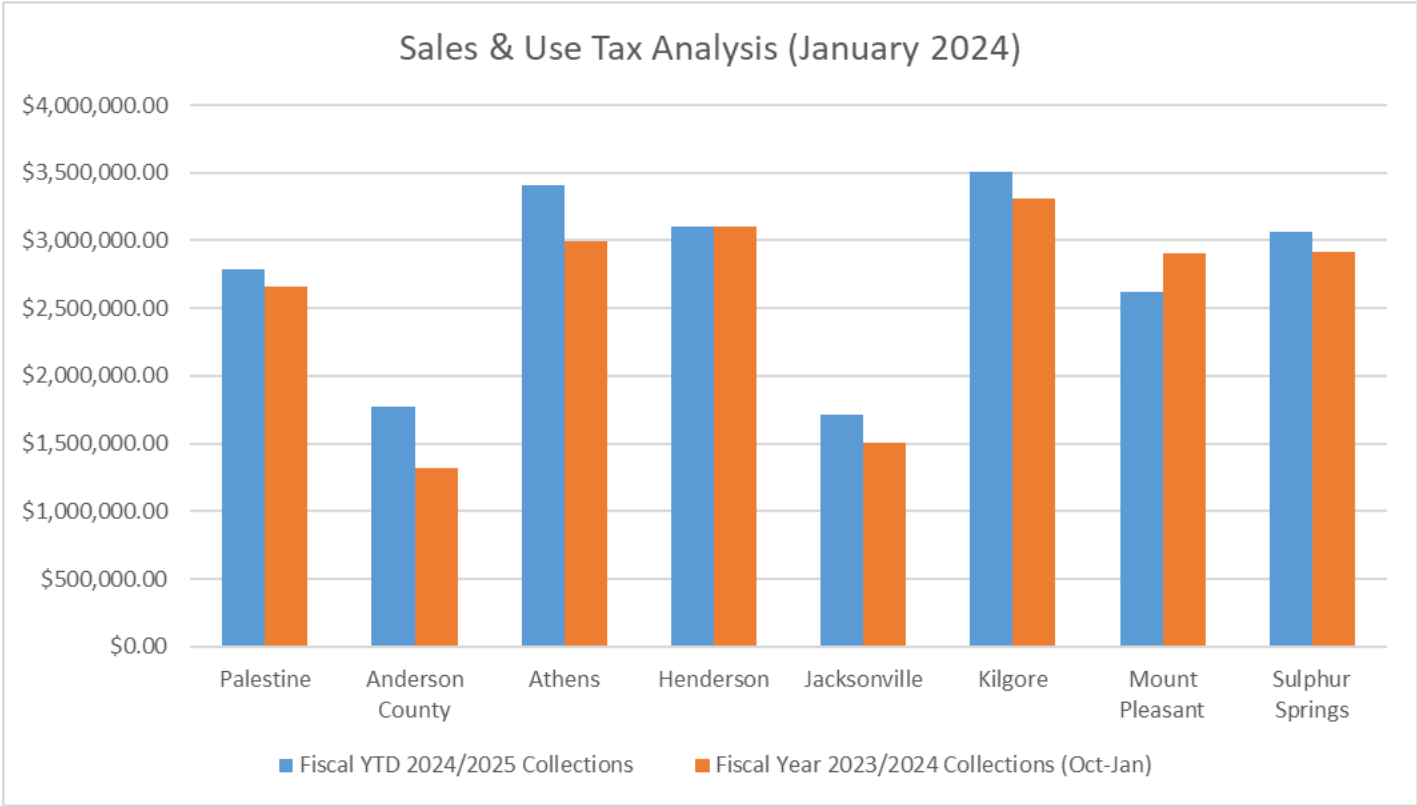
No. of open leads

14

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	Jan	\$672,718.49	\$700,319.79	-4.1%
	Fiscal YTD	\$2,791,293.87	\$2,662,854.17	4.6%
Anderson County	Jan	\$407,783.34	\$325,765.78	20.1%
	Fiscal YTD	\$1,770,113.68	\$1,315,578.01	25.7%
Athens	Jan	\$786,891.06	\$722,232.04	8.2%
	Fiscal YTD	\$3,409,953.66	\$2,997,716.94	12.1%
Henderson	Jan	\$735,301.19	\$817,217.79	-11.1%
	Fiscal YTD	\$3,098,644.87	\$3,102,337.93	-0.1%
Jacksonville	Jan	\$430,641.61	\$385,490.54	10.5%
	Fiscal YTD	\$1,718,156.64	\$1,504,176.68	12.5%
Kilgore	Jan	\$772,084.82	\$737,203.13	4.5%
	Fiscal YTD	\$3,506,293.28	\$3,313,791.20	5.5%
Mount Pleasant	Jan	\$630,740.57	\$680,934.43	-8.0%
	Fiscal YTD	\$2,624,447.95	\$2,902,420.37	-10.6%
Sulphur Springs	Jan	\$785,116.86	\$772,963.13	1.5%
	Fiscal YTD	\$3,061,341.74	\$2,919,120.19	4.6%

* 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 – November 2024:

Anderson County – 3.9%

State of Texas – 4.2%

Henderson County – 4.1%

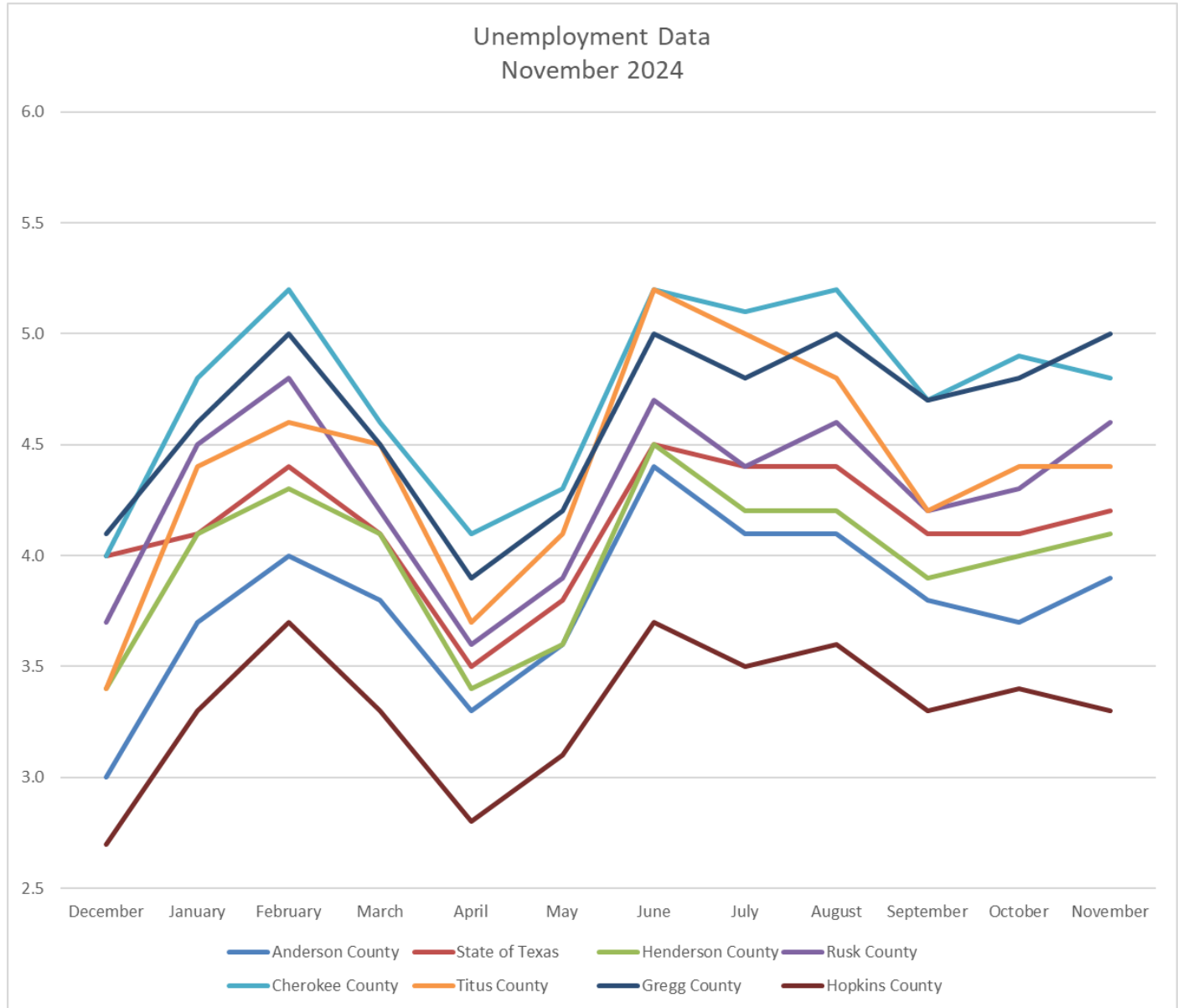
Rusk County – 4.6%

Cherokee County – 4.8%

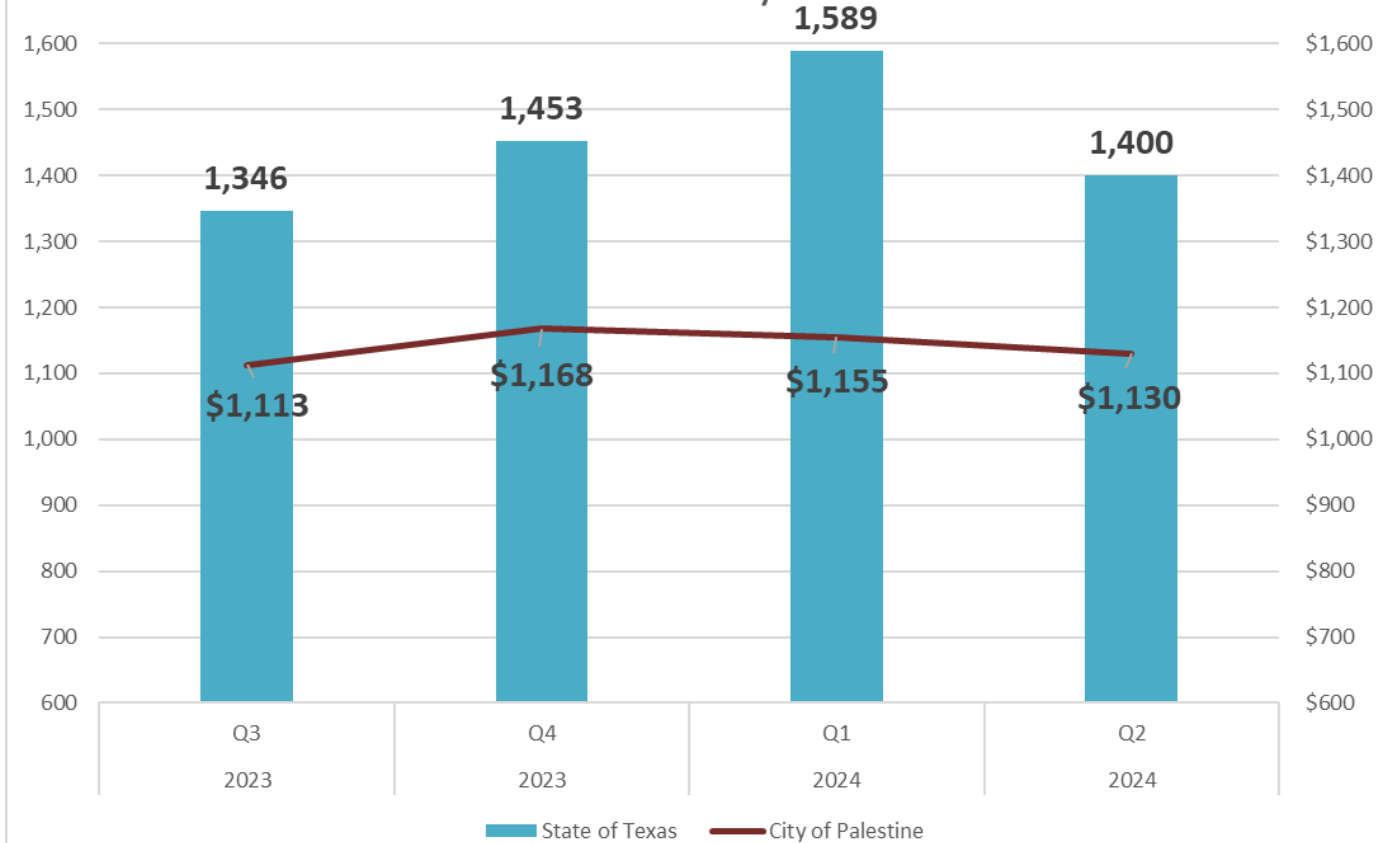
Titus County – 4.4%

Gregg County – 5.0%

Hopkins County – 3.3%



Average Weekly Private Sector Wage Data State of Texas & City of Palestine



Source: Texas Labor Market Information



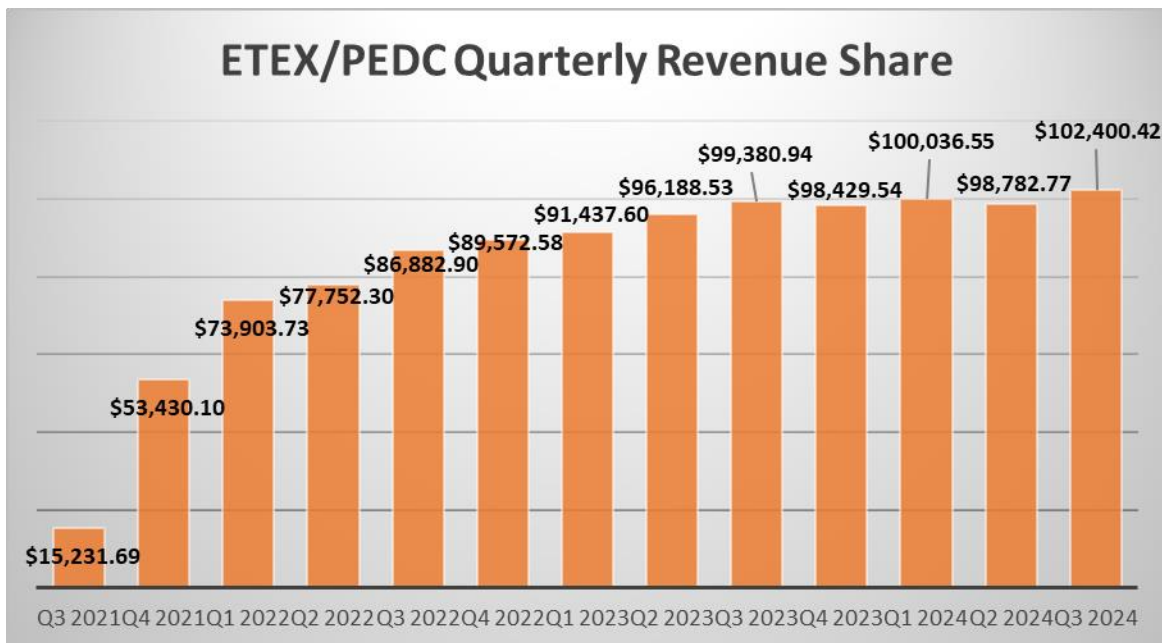
ETEX/PEDC Broadband Initiative Revenue Share Report

As of Q3 2024

Initial investment payback period: 5 years

Approximate investment payback period based on current revenues: 3.5 years

PEDC Revenue Budget		ETEX Quarterly Revenue Share	
Q3 2021	\$ 50,000.00	Q3 2021	\$ 15,231.69
Q4 2021	\$ 37,500.00	Q4 2021	\$ 53,430.10
Q1 2022	\$ 37,500.00	Q1 2022	\$ 73,903.73
Q2 2022	\$ 37,500.00	Q2 2022	\$ 77,752.30
Q3 2022	\$ 37,500.00	Q3 2022	\$ 86,882.90
Q4 2022	\$ 37,500.00	Q4 2022	\$ 89,572.58
Q1 2023	\$ 37,500.00	Q1 2023	\$ 91,437.60
Q2 2023	\$ 37,500.00	Q2 2023	\$ 96,188.53
Q3 2023	\$ 37,500.00	Q3 2023	\$ 99,380.94
Q4 2023	\$ 95,000.00	Q4 2023	\$ 98,429.54
Q1 2024	\$ 95,000.00	Q1 2024	\$ 100,036.55
Q2 2024	\$ 95,000.00	Q2 2024	\$ 98,782.77
Q3 2024	\$ 95,001.00	Q3 2024	\$ 102,400.42





As a result of the revenue share agreement, PEDC receives revenue from clients serviced with the funded infrastructure located in the cities of Jacksonville and Palestine. The following are quarterly breakdowns of revenue share received by city.

2021

Q3 2021				
City	July	August	September	Location Totals
JACKSONVILLE	\$ 161.42	\$ 89.98	\$ 242.94	\$ 494.34
PALESTINE	\$ -	\$ 7,449.04	\$ 7,120.48	\$ 14,569.52

Q4 2021				
City	October	November	December	Location Totals
JACKSONVILLE	\$ 391.92	\$ -	\$ 519.89	\$ 911.81
PALESTINE	\$ 18,160.22	\$ 16,922.67	\$ 17,436.28	\$ 52,519.17

2022

Q1 2022				
City	January	February	March	Location Totals
JACKSONVILLE	\$ 1,119.36	\$ 1,571.28	\$ 1,098.20	\$ 3,788.84
PALESTINE	\$ 23,074.41	\$ 21,242.20	\$ 25,398.28	\$ 69,714.89

Q2 2022				
City	April	May	June	Location Totals
JACKSONVILLE	\$ 1,340.40	\$ 1,225.68	\$ 1,225.18	\$ 3,791.25
PALESTINE	\$ 24,058.96	\$ 24,418.52	\$ 25,483.58	\$ 73,961.05

Q3 2022				
City	July	August	September	Location Totals
JACKSONVILLE	\$ 1,370.81	\$ 1,324.15	\$ 1,324.15	\$ 4,019.11
PALESTINE	\$ 26,410.62	\$ 28,280.68	\$ 28,172.50	\$ 82,863.80

Q4 2022				
City	October	November	December	Location Totals
JACKSONVILLE	\$ 1,324.15	\$ 1,324.15	\$ 1,324.15	\$ 3,972.45
PALESTINE	\$ 28,387.26	\$ 28,354.90	\$ 28,857.97	\$ 85,600.13



2023

Q1 2023				
City	January	February	March	Location Totals
JACKSONVILLE	\$ 1,324.15	\$ 1,361.65	\$ 1,324.15	\$ 4,009.95
PALESTINE	\$ 28,879.02	\$ 29,209.09	\$ 29,339.54	\$ 87,427.65

Q2 2023				
City	April	May	June	Location Share
JACKSONVILLE	\$ 1,324.15	\$ 1,324.15	\$ 1,324.15	\$ 3,972.45
PALESTINE	\$ 31,921.26	\$ 29,644.57	\$ 30,650.26	\$ 92,216.08

Q3 2023				
City	July	Aug	Sep	Location Share
JACKSONVILLE	\$ 1,324.15	\$ 1,324.15	\$ 1,324.15	\$ 3,972.45
PALESTINE	\$ 31,705.69	\$ 30,906.12	\$ 32,796.69	\$ 95,408.50

Q4 2023				
City	October	November	December	Location Share
JACKSONVILLE	\$ 1,255.85	\$ 1,255.85	\$ 1,253.35	\$ 3,765.05
PALESTINE	\$ 31,677.83	\$ 31,282.92	\$ 31,703.74	\$ 94,664.49

2024

Q1 2024				
City	January	February	March	Location Share
JACKSONVILLE	\$ 1,205.85	\$ 1,205.85	\$ 1,205.85	\$ 3,617.55
PALESTINE	\$ 31,776.19	\$ 32,352.14	\$ 32,290.66	\$ 96,418.99

Q2 2024				
City	April	May	June	Location Share
JACKSONVILLE	\$ 1,173.38	\$ 1,173.38	\$ 1,173.38	\$ 3,520.13
PALESTINE	\$ 31,552.77	\$ 31,829.76	\$ 31,880.11	\$ 95,262.99

Q3 2024				
City	July	August	September	Location Share
JACKSONVILLE	\$ 1,173.38	\$ 1,173.38	\$ 1,092.89	\$ 3,439.65
PALESTINE	\$ 32,923.83	\$ 32,613.57	\$ 33,423.37	\$ 98,960.77



Agenda Date: January 27, 2025

To: City Council

From: April Jackson, City Secretary

Agenda Item: Approval of Minutes of the Work Session and Regular Agenda of January 13, 2025

Date Submitted: 01/22/2025

SUMMARY:

Consider approval of the minutes of the Work Session and Regular Agenda of January 13, 2025.

RECOMMENDED ACTION:

Staff recommends approval of the minutes as presented.

CITY MANAGER APPROVAL:

Attachments

January 13, 2025, Minutes

DRAFT



MINUTES

The City Council of the City of Palestine convened for a regular meeting on January 13, 2025, at 3:30 p.m. for the Work Session and at 5:30 p.m. for the Regular Meeting in the Council Chambers at City Hall, 504 N. Queen Street, Palestine, Texas, with the following members present:

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

Also Present: Teresa Herrera, City Manager; 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 3:32 p.m.

1. Discussion regarding the final report of the Charter Review Committee. Teresa Herrera, City Manager

City Manager Herrera reported that the City of Palestine operates under a Charter that requires a review at least once every five years. The most recent amendment to the Charter was made in 2018. On March 12, 2024, the City Council established a Charter Review Committee by Resolution No. R-13-24. This committee reviewed the Charter and made recommendations for consideration by the City Council.

Charter Review Committee Chair Dan Bochsler discussed the committee's recommendation to permit the sale of distilled spirits for off-premise consumption throughout the city outside the designated downtown area. He also made himself available to answer any questions from the Council regarding the proposed amendments.

Council discussed the possibility of moving the general election to the uniform election date in November instead of holding it in May, along with the proposed sale of distilled spirits for off-premise consumption. City Attorney Rezzin Pullum recommended moving the language in Section 11.9, which pertains to the areas where the sale of alcoholic beverages is allowed, from the Charter to an ordinance. He explained that this change would allow for greater flexibility in making amendments, as the Charter can only be amended during the official charter amendment process. Mayor Pro Tem Harmon reported conflicting language regarding the city depository in Section 7.16 and Section 8.10. Staff recommended removing Section 8.10 and designating it as reserved.

Council discussed the proposed timeline for approving the proposed amendments and ordering the special election.

2. Discussion regarding possible partnership with Meals on Wheels. Mitchell Jordan, Mayor

Discussion was held during the Regular Agenda due to the Mayor's absence from the Work Session.

With no other business to come before Council, the Work Session was adjourned at 4:42 p.m.

REGULAR MEETING

A. CALL TO ORDER

Mayor Jordan called the Regular Meeting to order at 5:30 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Youth Minister Wayne Glover 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

A.D. Ethridge spoke regarding the case of Jerry Laza v. the City of Palestine, Texas.

E. CONFLICT OF INTEREST DISCLOSURES

No action was taken.

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

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

Vote: 7 - 0 - Unanimously

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 **(Resolution No. R-01-25)**
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 **(Resolution No. R-02-25)**
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 **(Ordinance No. O-01-25)**

Motion by Council Member Christopher Gibbs, seconded by Mayor Pro Tem Ava Harmon to approve the Consent Agenda as presented, adopting **Resolution No. R-01-25, Resolution No. R-02-25, and Ordinance No. O-01-25.**

Vote: 7 - 0 - Unanimously

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

EDC Director Christophe Trahan advised Council that the Downtown Performance Agreement between the Palestine Economic Development Corporation and Mollard Properties, LTD, for power washing and repainting portions of the exterior of the Redlands Hotel had a total project cost of \$53,475.00. He also confirmed that the Palestine Economic Development Corporation Board of Directors approved the grant amount of \$40,106.25.

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

Vote: 7 - 0 - Unanimously

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

Interim Public Works Director Jason Shelton requested Council approval for the development of seven pad sites at the Palestine Municipal Airport for future hangars. On January 7, 2025, the Airport Advisory Board approved the proposed plans submitted by SPI for this hangar development. City Manager Herrera informed Council that staff will present a budget amendment to transfer \$260,000.00 from the fund balance to finance the project. Ms. Herrera clarified that the City will not be constructing the hangars themselves, only the pad sites. Additionally, staff confirmed that the City has received three letters of intent from potential builders interested in constructing hangars.

Motion by Mayor Mitchell Jordan, seconded by Mayor Pro Tem Ava Harmon to approve the proposed plans by SPI for hangar development at the Palestine Municipal Airport and allow the City Manager to seek sealed bids for the project.

Vote: 7 - 0 - Unanimously

3. Discussion and possible action regarding possible partnership with Meals on Wheels. Mitchell Jordan, Mayor

Mayor Jordan requested that Council consider partnering with Meals on Wheels to use their facility. Mr. Jordan discussed creating a contract to use their building during natural disasters and emergencies.

Council addressed concerns about the building's lack of a generator, to which the Mayor confirmed that Meals on Wheels is actively seeking resources to acquire one. Police Chief Mark Harcrow addressed the emergency response plan annexes, noting that Meals on Wheels is already included to provide support and was last updated on December 18, 2024. City Manager Herrera reported that the management of Meals on Wheels had

requested financial support from the City of Palestine to use their facility. However, due to the absence of a generator, discussions between staff and Meals on Wheels management regarding its use as an emergency facility did not continue.

Council requested a formal proposal concerning the partnership. In response, Mayor Jordan proposed that the City Manager and the Emergency Management Coordinator coordinate with Meals on Wheels to prepare the contract.

Motion by Council Member Sean Conner, seconded by Council Member Kenneth Davidson to authorize the City Manager to add Meals on Wheels to the list of volunteer groups under the list of local organizations and groups found in Appendix 1 to Annex O of the Emergency Management of the City of Palestine, Texas.

Council Member Sean Conner rescinded his motion.

Motion by Mayor Mitchell Jordan, seconded by Council Member Kenneth Davidson to authorize the City Manager and Emergency Management Coordinator to draft a written agreement with Meals on Wheels for emergency services and present it to the City Council for approval.

Vote: 6 - 1

NAY: Council Member Sean Conner

J. MAYOR'S REPORT

Mayor Jordan wished everyone a Happy New Year. He also spoke concerning the upcoming MLK parade and the event following it, which will address the historical significance of Martin Luther King Jr. Day. Mr. Jordan also spoke about the Mayor's Ball and expressed gratitude to those who attended.

K. ITEMS FROM COUNCIL

Council Member Gibbs wished everyone a Happy New Year. He recognized the staff and first responders for their efforts during the recent inclement weather and their preparedness in case of any disasters. Mr. Gibbs requested a follow-up regarding the ordinance addressing vacancies in downtown.

Council Member Woodard also extended Happy New Year wishes and commended the Mayor's Ball.

Council Member Davidson discussed the creation of an emergency relief fund for donations to assist those affected by the wildfires in California.

Council Member Smith wished everyone a Happy New Year and expressed gratitude to those who sent birthday well wishes. Mr. Smith also mentioned that Brown Oasis received the Entrepreneur of the Year award from District 27. Additionally, he acknowledged Coach John Absalom for becoming the winningest coach in Texas soccer history and thanked the Public Works Department for their hard work.

Council Member Conner wished everyone a Happy New Year and thanked the Texas State Railroad for its impact on increasing sales tax revenues in December.

Mayor Pro Tem Harmon publicly thanked the Charter Review Committee for their assistance in reviewing the City Charter. She also expressed appreciation to Police Chief Mark Harcrow and the Police Department for addressing concerns in District 2.

Mayor Jordan discussed the importance of being prepared for any potential disaster.

L. CLOSED SESSION

Mayor Jordan announced that Council would go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 6:30 p.m.

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

Mayor Jordan reconvened Council into Open Session at 7:16 p.m.

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.

Motion by Council Member Christopher Gibbs, seconded by Council Member Kenneth Davidson to authorize the City Manager to execute an agreement with Waste Connections for trash services.

Vote: 7 - 0 - Unanimously

N. ADJOURNMENT

With no other business to come before Council, the meeting was adjourned at 7:16 p.m.

PASSED AND APPROVED THIS 27TH DAY OF JANUARY 2025.

Mitchell W. Jordan, Mayor

ATTEST:

April Jackson, City Secretary



Agenda Date: January 27, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: Participation and Release Form for Kroger Opioid Settlement
Date Submitted: 01/24/2025

SUMMARY:

The Kroger opioid settlement requires Kroger to pay \$83 million to Texas and its local governments. This settlement is separate from previous agreements with other companies, including Teva, Endo, Janssen, the Distributors, JNJ, Allergan, CVS, Walgreens, and Walmart. The City Council has adopted the Texas Term Sheet as part of its participation in these earlier settlements. The only remaining requirement for the City is to complete and submit the participation form.

By joining the Kroger opioid settlement, the City is expected to receive a direct payment of approximately \$13,406.86, along with access to additional regional trust funds that could total up to \$2,471,708.94. There is no specified timeline for using the direct payment funds, and there are no accounting or reporting obligations associated with them. These direct payments may be used for any purpose related to opioid abatement, including any past, present, or future expenditures on this issue.

RECOMMENDED ACTION:

Staff recommends that City Council authorize the City Manager to execute the Texas Settlement Subdivision Participation and Release Form for the Kroger Texas Settlement.

CITY MANAGER APPROVAL:

Attachments

Participation and Release Form
Resolution R-31-21
List of Opioid Remediation Uses

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. R-31-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, SUPPORTING THE ADOPTION AND APPROVAL OF THE STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET (THE "TEXAS TERM SHEET") IN ITS ENTIRETY; SUPPORTING IN ITS ENTIRETY AND ADOPTING THE ALLOCATION METHOD FOR OPIOID SETTLEMENT PROCEEDS AS SET FORTH IN THE TEXAS TERM SHEET; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS INCIDENT TO APPLYING FOR, SECURING AND EXPENDING ALLOCATIONS OF SAID PROCEEDS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Palestine obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the County; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit "A"; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City of Palestine City Council support the adoption and approval the Texas Term Sheet in its entirety.

NOW, THEREFORE, BE IT RESOLVED that we, the City Council of the City of Palestine, Texas:

Section 1. That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. That the City of Palestine, acting by and through the Palestine City Council, hereby supports the adoption and approval the Texas Term Sheet in its entirety.

Section 3. That the City Council of the City of Palestine, Texas, finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Palestine; and

b. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

Section 4. That the City Manager or the City Manager's designee is hereby authorized to execute all necessary documents, as approved by the City Attorney's Office, incident to applying for, securing and expending said settlement funds referenced herein from the State of Texas and the Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet.

Section 5. That the City of Palestine will use any settlement funds received pursuant to this resolution only for the purposes for which they are intended under the program.

Section 6. That activities funded by the funds received pursuant to this resolution only for the

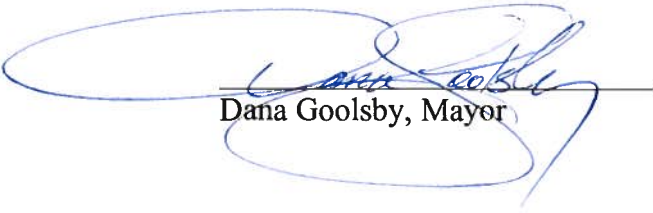
purposes for which they are intended under the program.

Section 7. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 8. That this resolution shall be effective immediately from and after its date of passage.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 11th day of October 2021.

CITY OF PALESTINE, TEXAS


Dana Goolsby, Mayor

ATTEST:


April Jackson, Assistant City Secretary



EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO
REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B

Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



Agenda Date: January 27, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: 2025 Steering Committee of Cities Served by Oncor Assessment Resolution
Date Submitted: 01/15/2025

SUMMARY:

The City of Palestine is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of an eleven-cent (\$0.11) per capita fee to fund the activities of the Steering Committee.

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemaking, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC, within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

RECOMMENDED ACTION:

Staff recommends approval of the resolution as presented.

CITY MANAGER APPROVAL:

Attachments

Master List of Members
OCSC Year in Review
2025 OCSC Invoice
Memorandum
Resolution

OCSC Master List of Members (169 Total)

1. Addison	57. Forest Hill	112.New Chapel Hill	167.Wilmer
2. Allen	58. Forney	113.North Richland Hills	168.Woodway
3. Alvarado	59. Fort Worth		169.Wylie
4. Andrews	60. Frisco	114. Northlake	
5. Anna	61. Frost	115.Oak Leaf	
6. Archer	62. Gainesville	116.Oak Point	
7. Argyle	63. Garland	117.Odessa	
8. Arlington	64. Garrett	118.O'Donnell	
9. Azle	65. Glenn Heights	119.Ovilla	
10. Bedford	66. Grand Prairie	120.Palestine	
11. Bellmead	67. Granger	121.Pantego	
12. Belton	68. Grapevine	122.Paris	
13. Benbrook	69. Gunter	123.Parker	
14. Beverly Hills	70. Haltom	124.Plano	
15. Big Spring	71. Harker Heights	125.Pottsboro	
16. Breckenridge	72. Haslet	126.Prospers	
17. Bridgeport	73. Henrietta	127.Ranger	
18. Brownwood	74. Hewitt	128.Red Oak	
19. Buffalo	75. Highland Park	129.Rhome	
20. Burkburnett	76. Honey Grove	130.Richardson	
21. Burleson	77. Howe	131.Richland Hills	
22. Caddo Mills	78. Hudson Oaks	132.River Oaks	
23. Cameron	79. Hurst	133.Roanoke	
24. Canton	80. Hutchins	134.Robinson	
25. Carrollton	81. Hutto	135.Rockwall	
26. Cedar Hill	82. Iowa Park	136.Rosser	
27. Celina	83. Irving	137.Rowlett	
28. Centerville	84. Jolly	138.Royse	
29. Cleburne	85. Josephine	139.Sachse	
30. Coahoma	86. Justin	140.Saginaw	
31. Colleyville	87. Kaufman	141.Sansom Park	
32. Collinsville	88. Keene	142.Seagoville	
33. Colorado	89. Keller	143.Seymour	
34. Comanche	90. Kemp	144.Sherman	
35. Commerce	91. Kennedale	145.Snyder	
36. Coppell	92. Kerens	146.Southlake	
37. Copperas Cove	93. Killeen	147.Springtown	
38. Corinth	94. Krum	148.Stephenville	
39. Cross Roads	95. Lake Worth	149.Sulphur Springs	
40. Crowley	96. Lakeside	150.Sunnyvale	
41. Dallas	97. Lamesa	151.Sweetwater	
42. Dalworthington Gardens	98. Lancaster	152.Temple	
43. De Leon	99. Lavon	153.Terrell	
44. Denison	100.Lewisville	154.The Colony	
45. DeSoto	101.Lindale	155.Trophy Club	
46. Duncanville	102.Lindsay	156.Tyler	
47. Early	103.Little River Academy	157.University Park	
48. Eastland	104.Malakoff	158.Venus	
49. Edgecliff Village	105.Mansfield	159.Waco	
50. Ennis	106.McKinney	160.Watauga	
51. Euless	107.Mesquite	161.Waxahachie	
52. Everman	108.Midland	162.Westover Hills	
53. Fairview	109.Midlothian	163.Westworth Village	
54. Farmers Branch	110.Murchison	164.White Settlement	
55. Fate	111.Murphy	165.Wichita Falls	
56. Flower Mound		166.Willow Park	

2024 OCSC Newsletter

Steering Committee of
Cities Served by
Oncor

2024 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2024 events and looks ahead to 2025.



ONCOR 2024 YEAR IN REVIEW

PUC Approves Oncor Resiliency Plan in 2024; OCSC Negotiates Improvements

A \$3 billion resiliency plan submitted by Oncor, the north Texas electric utility, received approval Nov. 14 by the Texas Public Utility Commission.

The plan, which includes pro-consumer modifications negotiated by OCSC and other intervenors, marks a first. Several other utilities have also submitted resiliency plans to the PUC as authorized by House Bill 2555, enacted by the Texas Legislature in 2023. The resiliency plans are intended to harden the grid against extreme weather events, wildfires, cybersecurity, and physical threats.

Oncor said its planned upgrades will reduce the impact of severe weather outages and address other physical and cybersecurity risks. Investments include those for overhead and underground lines, smart grid technologies, enhanced wildfire mitigation, additional vegetation management, improved physical security, and improved cybersecurity risk mitigation.

Oncor based its plan on two decades of weather and grid data. The improvements will “substantially reduce outage minutes,” Oncor CEO Allen Nye said in a statement.

However, because the plan was the first of its kind, it lacked some of the technical data common to some other rate filings. As such, OCSC, during settlement talks, focused on obtaining commitments from Oncor to improve its metrics so parties can better evaluate the plan’s success and have a baseline to judge the success of plans in the future.

Oncor’s current plan covers the three-year period from 2025 to 2027. The company will recover implementation costs through interim rate adjustment mechanisms, such as the Distribution Cost Recovery Factor. Details of the settlement agreement, which was reached after multiple meetings between Oncor, the OCSC, and other intervenors, can be found on the PUC website, under PUC Docket No. 56545.

The PUC's approval allows Oncor to begin implementing its resiliency measures and — as specified in House Bill 2555 — allows the utility to recover the costs associated with the improvements through rates applied to their customers' future electric bills.

PUC Adopts Ancillary Services Rules with OCSC Input

On Dec. 19, the Public Utility Commission adopted a new set of rules governing Ancillary Services, a key component of the ERCOT-managed energy market employed to help maintain system reliability.

The rules included considerations of recommendations forwarded by OCSC and other intervenors and were adopted as part of a study of the state's Ancillary Services posture mandated by Texas lawmakers in the aftermath of Winter Storm Uri. In approving the Ancillary Services Study in December, the PUC made two significant AS policy decisions as detailed below.

ERCOT Confirms—and Maintains—Recent “Conservative Operations”

During the AS study process, ERCOT confirmed a recent shift in its operational practices. Before Winter Storm Uri, ERCOT acquired AS quantities necessary to avoid load shed or blackout events. After Winter Storm Uri, ERCOT acquired greater quantities of AS so as also to avoid emergency “Watches.” OCSC and an allied municipal coalition, the Texas Coalition for Affordable Power, argued that this new conservative posture is unnecessary and inflates consumer costs and that ERCOT's AS new acquisition procedures are ambiguous and require supporting cost analysis.

However, the PUC directed ERCOT to continue conservative operations until ERCOT produces the cost analysis necessary to compare competing operating postures. ERCOT will now develop cost analysis related to various operating postures before 2027 when the Commission will update the AS Study. In 2027, cost analysis may compel ERCOT to adjust its operating

posture to a less conservative, more consumer-friendly, approach.

PUC Broadens the Scope of AS Objectives

The Commissioners, in its adopted AS Study, also directed ERCOT to develop the Dispatchable Reliability Reserve Service — that is, ERCOT's newest AS — in a manner that both promotes operational reliability and resource adequacy initiatives. Cities argued that resource adequacy initiatives are outside the scope of AS policy and could possibly inflate DRRS costs. Nonetheless, in large part due to ongoing resource adequacy concerns, the PUC directed ERCOT to develop DRRS in a manner that preserves “optionality”— i.e., the ability to deploy DRRS for operational reliability *and* resource adequacy. ERCOT stakeholders, including Cities, will now determine to what extent DRRS should serve as a resource adequacy initiative.

The rulemaking comes in response to Senate Bill 3 from 2021, under which the PUC, ERCOT, and ERCOT's Independent Market Monitor (IMM) were charged with conducting a top-to-bottom examination of Ancillary Services in the ERCOT region. This examination includes the type, volume, and cost of ancillary services, whether those services continue to meet the needs of the ERCOT region, and whether additional services are needed for reliability, with an emphasis on dispatchable generation.

More information about this rulemaking can be found on the PUC website, under Project No. 55845, *Review of Ancillary Services in ERCOT*. More information about Ancillary Services can be found in the OCSC ERCOT glossary, found online on the OCSC website.



Oncor Receives Approval for Multiple DCRF Increases

On Oct. 24, the PUC adopted another Oncor Distribution Cost Recovery Factor rate increase —the fourth since June 2023 — bringing the total increases over that period to more than \$377 million.

Under the newest increase, the per-customer DCRF charge will increase from .003472 per kilowatt hour approved in its most recent DCRF case to .004553. This new charge amounts to more than \$71 per year for a typical customer consuming 1,300 kWh of power per month.

The repeated rate hikes are a result of state laws adopted in 2011 and 2023 that created and then modified the DCRF ratemaking process. Under it, transmission and distribution utilities can file for rate increases at the Public Utility Commission to recover capital expenditures on their distribution systems in an expedited fashion.

Texas lawmakers initially adopted Senate Bill 1693 in 2011 that laid out initial DCRF guidelines and included rules barring utilities from filing more than one DCRF per year. Then, in 2023, the Texas Legislature adopted Senate Bill 1015 that allowed electric utilities to seek DCRF rates hike twice annually.

However, Oncor has taken advantage of an otherwise trivial semantic distinction— that is, the difference in meaning between “calendar year” and “every 12 months” — to file a total of four rate cases within 14 months. That is, the company filed two rate cases during the 2023 calendar year and two during the 2024 calendar year, making for a total of four rate hikes since the law took effect in June 2023.

Under DCRF rules, the PUC reviews the rate requests in an accelerated fashion, and interested parties, such as the Steering Committee of Cities Served by Oncor, can intervene in those reviews.

Details of Oncor’s four recent rate filings include:

Docket No. 55190

- Application filed on June 29, 2023.
- Distribution revenue requirement increase requested by utility: \$152,777,465.
- Distribution revenue requirement increase granted: \$152,508,937 (\$268,528 decrease from request).

Docket No. 55525

- Application filed on September 15, 2023.
- Distribution revenue requirement increase requested by utility: \$56,536,428.
- Distribution revenue requirement increase granted: \$53,536,428 (\$3 million decrease from request).

Docket No. 56306

- Application filed on March 1, 2024.
- Distribution revenue requirement increase requested by utility: \$81,323,815.
- Distribution revenue requirement increase granted: \$81,323,815.

Docket No. 56963

- Application filed on August 16, 2024.
- Distribution revenue requirement increase requested by utility: \$90,288,143.
- Distribution revenue requirement increase granted: \$90,288,143.



Find out more about ERCOT, the non-profit corporation that oversees the state’s electric power grid, in the glossary and primer from the Steering Committee of Cities Served by Oncor. The 18-page document includes definitions of key ERCOT terms, plus information about the organization’s history, structure and board structure. You can find the publication, “Coming to Terms with ERCOT,” in PDF form on the OCSC Report page at this [link](#).

OCSC Advocates for Consumers in 2024 Securitization Proceeding

Although facing years of Winter Storm Uri-related debt, residential and commercial customers should end up shouldering a smaller portion of it thanks in part to regulatory recommendations made by cities.

Adopted Aug. 29 by the Public Utility Commission as part of a broader set of debt-financing rules, the recommendations should result in indirect benefits for residential and commercial customers. At the same time, certain industrial energy users could end up paying comparatively more.

The Background

In 2021, the Texas Legislature funded several debt-financing programs to soften the short-term pain of spiraling gas and electric energy costs during Winter Storm Uri. Known as “securitized” financing or “securitization,” the programs allow for large fiscal obligations to be retired over time with interest.

As has been widely reported, wholesale prices exceeded a regulatory threshold during Winter Storm Uri because of emergency orders issued by the PUC. One such securitization program is designed to address \$2.1 billion in excess market costs associated with those controversial regulatory decisions. The securitization program would provide short-term relief for retail electric providers and other “Load Serving Entities” (such as electric cooperatives and municipal utilities) affected by those high prices, with the cost of that relief generally borne by market participants.

One of the recommendations from the OCSC adopted by the PUC would increase the relative share of that burden borne by certain industrial customers. This, in turn, would indirectly lessen the burden on retail electric

providers and other LSEs that serve residential and small commercial users.

The Details

In more specific terms, ERCOT, under the program will assess securitization charges to each Load Serving Entity in accordance with their actual, real-time energy usage. However, transmission voltage customers — that is, certain large industrial users — have the option to “opt-out” of the program. Those that do so wouldn’t be eligible to benefit from payments under it nor would they have to make payments to support it.

Under the Aug. 29 PUC ruling, transmission-voltage customers who have had a transfer in ownership will lose the ability to opt-out. All else equal, this should benefit other load serving entities. The OCSC and PUC staff recommended this regulatory interpretation.

Regulatory History

PUC staff earlier filed a petition seeking a declaratory order that transmission-voltage customers, after a transfer in ownership, lose their securitization opt-out status. OCSC also took that position in agency proceedings, arguing that that interpretation was consistent with legislative directives while simultaneously avoiding a disproportionate assessment of securitization charges to residential ratepayers.

Texas Industrial Energy Consumers, a coalition including transmission voltage customers, argued otherwise. Because many transmission voltage customers are owned by the same parent company, TIEC’s interpretation would have almost certainly reduced cost savings for non-industrial customers.

Oncor Loses Appeal in Rate Case

On February 22, a District Court Judge denied “with prejudice” an Oncor legal objection relating to a 2022 rate case, a legal action representing the final determination in the case.

The History and Background

Oncor’s 2022 rate case resulted in a June 2023 PUC Order on Rehearing that set a 6.65 percent rate of return and ordered a reduction to Oncor’s revenues. In September 2023, Oncor filed a petition in District Court in Travis County appealing the PUC’s June Order on Rehearing.

In November 2023, the PUC, represented by attorneys with the Texas Attorney General, filed a “Plea to the Jurisdiction” arguing that Oncor failed to meet the requirements for an administrative appeal. On February 22, 2024, a District Court Judge granted the PUC’s Plea to the Jurisdiction. Oncor’s petition for review of the PUC’s decision was denied with prejudice, meaning this is the final determination in the case and Oncor cannot re-file its appeal.

Oncor Reports Increased Revenues in 2024, Anticipates More Spending Going Forward

Oncor reported year-to-date earnings of \$800 million, as compared to the \$683 million during last year's corresponding nine-month period, according to information released to investors on Nov. 6.

The \$117 million increase was driven by overall higher revenues primarily attributable to updated interim rates and new base rates implemented in May 2023, according to the company.

As of September 30, Oncor had 884 active generation and LC&I transmission points of interconnection requests in queue. Generation customers represented 505 of the active requests, of which 44 percent are solar, 44 percent are storage, 7 percent are wind, 4 percent are gas and 1 percent are other.

Oncor also expects to announce a new five-year

capital expenditure plan for 2025 through 2029 during the first quarter of 2025 that will project a 40-50 percent increase over its previously announced 2024 through 2028 capital plan of \$24.2 billion. The increase is largely driven by the forecasted growth of customer demand within ERCOT, according to Oncor.

About Oncor

Headquartered in Dallas, Oncor Electric Delivery Company operates the largest transmission and distribution system in Texas. The company delivers electricity to more than 4 million homes and businesses and operates more than 143,000 circuit miles of transmission and distribution lines. While Oncor is owned by two investors (indirect majority owner, Sempra, and minority owner, Texas Transmission Investment LLC), it is managed by a separate board of directors.

Arlington City Attorney Molly Shortall Named OCSC Chair



Molly Shortall

OCSC welcomed a new chair in 2024, Arlington City Attorney Molly Shortall. Prior to being named City Attorney in 2022, Ms. Shortall was an assistant city attorney for 15 years. Ms. Shortall has been a licensed attorney since 2006. Congratulations Ms. Shortall!

Ms. Shortall replaced Paige Mims, City Attorney for the City of Plano, who stepped down as OCSC chair at the end of 2023 after serving nine years in the position. Ms. Mims has been a tireless advocate for the organization, and OCSC thanks her for her years of leadership.



Paige Mims

2025 OCSC Meetings
March 6
June 12 (virtual only)
September 11
December 11 (virtual only)

OCSC Officers
Chair—Molly Shortall
Vice Chair—Don Knight
Secretary—Lupe Orozco
Treasurer—David Johnson

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Jamie Mauldin
(512) 322-5890
jmauldin@lglawfirm.com

Oncor Cities Steering Committee

C/O City of Arlington
Attn: Brandi Stigler
PO Box 90231
Arlington, TX 76004

Invoice

Date	Invoice #
12/30/2024	25-111

Bill To
City of Palestine

Item	Population	Per Capita	Amount
2025 Membership Assessment	19,372	0.11	2,130.92
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, C/O City of Arlington, Attn: Brandi Stigler, PO Box 90231, Arlington, Texas 76004		Total	\$2,130.92

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor
FROM: Molly Shortall, Chair
DATE: January 13, 2025
RE: **Action Needed – 2025 Membership Assessment Invoice**

Enclosed please find the 2025 Steering Committee of Cities Served by Oncor (“Steering Committee”) membership assessment invoice and draft resolution. These items are discussed below. We ask that your city please take action on the membership assessment as soon as possible.

Although the Steering Committee does not require that your city take action by resolution to approve the assessment, some members have requested a resolution authorizing payment of the 2025 membership assessment. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the Steering Committee participation agreement.

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Steering Committee of Cities Served by Oncor, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004. Checks should be made payable to: *Steering Committee of Cities Served by Oncor, c/o City of Arlington*. If you have any questions, please feel free to contact me at (817-459-6878) or Thomas Brocato (tbrocato@lglawfirm.com, (512/914-5061).

Membership Assessment Invoice and Resolution

The Steering Committee is the most active consumer group advocating the interests of cities and residential and small commercial customers within the cities to keep electric transmission and distribution (*i.e.*, wires) rates reasonable. Steering Committee activities protect the authority of municipalities over the regulated wires service and rates charged by Oncor Electric Delivery Company, LLC (“Oncor”).

The work undertaken by the Steering Committee has saved cities and ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice before the Public Utility Commission of Texas (“Commission” or “PUC”), ERCOT, the Legislature, and in the courts, the Steering Committee must have your support. The membership assessment is deposited in an account which funds Steering Committee activities.

On December 12, 2024, the Steering Committee approved the 2025 assessment for Steering Committee membership. Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2025 is a per capita fee of \$0.11 based upon the population figures for each city shown in the latest TML Directory of City Officials. The enclosed invoice represents your city’s assessment amount.

To assist you in the assessment process, we have attached several documents to this memorandum for your use:

- OCSC 2024 Year in Review

- Model resolution approving the 2025 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Steering Committee members
- 2025 Assessment invoice
- 2024 Assessment invoice and statement (only if not yet paid)
- Blank member contact form to update distribution lists

RESOLUTION NO. R- -25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF ELEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Palestine is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2024 meeting set a budget for 2025 that compels an assessment of eleven cents (\$0.11) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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. That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Palestine and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

SECTION 3. The City is further authorized to pay its assessment to the Steering Committee of eleven cents (\$0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

SECTION 4. A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor, c/o City of Arlington*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, Mail Stop 630300, PO Box 90231, Arlington, Texas 76004.

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

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

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 Texas Local Government Code.

PASSED, APPROVED, AND ADOPTED on this the 27th day of January, 2025, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Palestine, Texas.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY



Agenda Date: January 27, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: Budget Amendment for Palestine Municipal Airport
Date Submitted: 01/15/2025

SUMMARY:

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 at the Palestine Municipal Airport. This amendment provides \$260,000.00 in funding from the Fund Balance to the Airport Fund.

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. Council at its meeting on January 13th approved the project.

RECOMMENDED ACTION:

Staff recommends approval of the ordinance as presented.

CITY MANAGER APPROVAL:

Attachments

Ordinance
Exhibit A
Exhibit B

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 FOR PALESTINE MUNICIPAL AIRPORT, 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 "Exhibits A and B" 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 and B" attached hereto and made a part hereof.

SECTION 3. The amendment, as shown in words and figures in Exhibits "A and B," 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 27th 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>Airport Fund</u>		BDH#: PACKET:
DATE: <u>1/15/2025</u>		POSTED:
FROM: Account Number	Account Title	D= Rev C=Exp Amount
240-49010	TRANSFER FROM GENERAL FUND	\$ (260,000.00)
TOTAL FROM AMOUNT		\$ (260,000.00)
TO: Account Number	Account Title	C = Rev D = Exp Amount
240-100-58030	IMPROVEMENTS	\$ 260,000.00
TOTAL TO AMOUNT		\$ 260,000.00
REASON: To provide funding for Airport Hangar lot improvements estimated cost is \$260,000 		

DEPARTMENT HEAD: _____

DATE: _____

FINANCE DEPT. _____

DATE: _____

CITY MANAGER: _____

DATE: _____

COUNCIL APPROVED _____

DATE: _____

THE CITY OF
PALESTINE
TEXAS • 1846

DEPARTMENT HEAD: _____ DATE: _____

FINANCE DEPT. _____ DATE: _____

CITY MANAGER: _____ DATE: _____

COUNCIL APPROVED _____ DATE: _____



Agenda Date: January 27, 2025
To: City Council
From: Ana Sanchez, Library Director
Agenda Item: Hoopla Agreement
Date Submitted: 01/10/2025

SUMMARY:

Consider authorizing the City manager to renew the 24-month agreement with hoopla Digital Media for digital services for the Palestine Public Library. This platform provides downloadable or streaming services for library users, such as audiobooks, E-books, comics, TV programs, movies, and music. Hoopla provides instant on-demand delivery; limited to 5 items per month per library card user. The cost per checkout ranges from \$0-\$ 2.99. In 2024, the checkout cost averaged \$1.48. This will be the 4th year of providing Hoopla services. Staff has evaluated the service and recommends approval, as all costs incurred are strictly for content, and no platform or service fees are required. This service will not have a future impact on the budget as long as the checkout limits are maintained.

RECOMMENDED ACTION:

Staff recommends approval to renew a 24-month agreement with hoopla Digital Media services for the Palestine Public Library.

CITY MANAGER APPROVAL:

Attachments

Hoopla25

hoopla® Digital Media Agreement

This hoopla Digital Media Agreement (“Agreement”) is made as of this 27th day of January, 2025 (“Effective Date”) by and between City of Palestine Public Library (the “Library”), and Midwest Tape, LLC.

WHEREAS, Midwest Tape’s hoopla Digital Media Platform (“hoopla,” the “Platform,” or the “hoopla Platform”) allows participating libraries to provide their users with access to digital media content using smart phones, tablets, computers, streaming devices, and web browsers; and

WHEREAS, the Platform is designed to be accessible 24/7 and offers various licenses to media content in multiple formats, including, without limitation, movies, television programs, music, audiobooks, eBooks, and comics, subject to circulation limits (if any) and other settings established by the user’s library system; and

WHEREAS, the Library wishes to make hoopla available to its authorized users (“Patrons”);

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a “Party” and collectively the “Parties”) agree as follows:

1. DEFINITIONS. The following definitions apply wherever these terms appear in this Agreement, including the Appendices:

1.1 “Digital Media Platform” means one or more computer programs or applications owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the hoopla Application, hoopla Website, and Library Administration Website.

1.2 “Digital Titles” means any and all digital media content that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

1.3 “Flex Borrow” or “Flex Circulation” means an OCOU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, a Flex Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title that is at that time available to that user in the form of a one-copy/one-user (“OCOU”) license owned or controlled by the Library.

1.4 “Flex License” means a one-copy/one user license (“OCOU License”), as set forth in the attached Appendix 2.

1.5 “hoopla Application” means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.

1.6 “hoopla Website” means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, and/or return Digital Titles.

1.7 “Instant Borrow” or “Instant Circulation” means a PPU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title (or to obtain access to a “Binge Pass”) pursuant to a pay-per-use (“PPU”) license that is paid for by the Library.

1.8 “Instant License” means a pay-per-use license (“PPU License”), as set forth in the attached Appendix 2.

1.9 “Intellectual Property Rights” means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under any applicable laws.

1.10 “Library Administration Website” means one or more Midwest Tape website(s) (currently available at www.midwesttapes.com) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

1.11 “Library Online Catalog” means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

1.12 “Marks” means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

1.13 “Midwest Tape” means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform.

1.14 “Pre-Owned Content” has the meaning set forth in Appendix 2.

1.15 “Service Partners” means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

1.16 “Title Summary and Promotional Data” means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

1.17 “Vendor” means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

2. Library RIGHTS & OBLIGATIONS.

2.1 Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform, including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

2.2 Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by or on behalf of Midwest Tape with respect to any Intellectual Property Rights and the Marks.

2.3 No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles under the terms of this Agreement. Accordingly, the Library may not offer any Digital Titles as a performance to Patrons or the general public, sponsored by the Library or otherwise.

2.4 General Obligations. To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

2.5 Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

2.6 Use of the Library Administration Website. The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed and in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (e.g., limitations on circulations, content restrictions, reporting preferences, etc.).

2.7 Library Online Catalog. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Platform.

2.8 Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

2.9 No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, express or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

2.10 Compliance with Applicable Laws and Regulations. The Library will comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with its performance under this Agreement.

2.11 Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

3. FEES, PAYMENTS & REPORTING.

3.1 Invoicing and Payment. Except for purchases of Flex Licenses (which will be invoiced to the Library by Midwest Tape after each purchase), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance.

3.2 Reporting. Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

3.3 Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term of this Agreement (the “Term”) begins on the Effective Date and continues for a period of 24 months thereafter. Upon expiration of the Term, this Agreement will automatically renew and the Term will be extended for successive renewal periods of 12 months (each a “Renewal Term”), unless either Party has provided written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Term.

4.2 Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days’ advance written notice prior to the end of the Term.

Due to Breach. Either Party may suspend its performance or, at that Party’s sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party’s material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library’s failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days. If any period of such suspension exceeds 30 days, the non-breaching Party may terminate this Agreement by providing the other Party with written notice of such action.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Title Summaries and Promotional Data; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

5.1 The hoopla Platform. During the Term, Midwest Tape and/or its Service Partners will provide for the following: (a) hosting of and support for the Platform as provided in this Agreement; (b) designation of an implementation specialist (“hoopla Coordinator”) to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) Library access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings and user-advisory settings, usage dashboard, and reporting.

5.2 Ownership of Vendors’ Intellectual Property. Subject to the provisions of this Agreement, hoopla Vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

5.3 Ownership of Midwest Tape's Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

5.4 Modifications to Digital Media Platform. The Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla may be modified at any time by Midwest Tape in its sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality.

5.5 Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

5.6 Promotion of the Platform. Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

5.7 Support. To support the Platform, Midwest Tape will (a) maintain help files, information, and other appropriate documentation and training materials; (b) undertake reasonable efforts to help the Library perform its obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Platform; (c) supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform; and (d) make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the "Secondary Support"). It is acknowledged and agreed that Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided to Patrons will be in its sole discretion.

During the Term, Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside its control. Scheduled down time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

6. MISCELLANEOUS.

6.1 Indemnities. Each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and its parents, subsidiaries, and Service Partners from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its representations and warranties as stated in this Agreement (collectively, "Indemnifiable Claims"), including but not limited to all damages, costs, expenses, reasonable attorneys' fees, judgments, and settlements resulting from such Indemnifiable Claims; provided, however, that no Indemnifiable Claim may be settled without the express written consent of the Indemnifying Party.

6.2 Indemnity Process. The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Indemnifiable Claim for which indemnification will be sought. The Indemnifying Party may elect to control the defense and settlement of any Indemnifiable Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party's defense against the Indemnifiable Claims. If any Indemnifiable Claim is covered in part but not entirely by a Party's indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion.

6.3 DISCLAIMER OF WARRANTIES. MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LIBRARY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE.

6.5 Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order; or (ii) to the receiving Party's professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any

right or interest in or to any such Confidential Information. This Section 6.5 shall not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

6.6 Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

6.7 Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:

Midwest Tape, LLC:
1417 Timberwolf Dr.
Holland, Ohio 43528
info@midwesttapes.com
1 (800) 875-2785

To Library:

Palestine Public Library
502 N. Queen St
Palestine, TX 75801
asanchez@palestine-tx.org
903-729-4121

6.8 Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

6.9 Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

6.11 Entire Agreement/Non-Reliance. This Agreement constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

6.12 Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

City of Palestine (Palestine Public Library)

By: _____

Print Name: _____

Print Title: _____

Date Signed: _____

ACCEPTED AND AGREED

MIDWEST TAPE, LLC

By: _____

Print Name: _____

Print Title: _____

Date Signed: _____

Appendix 2

hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape's hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

	Instant Borrows	Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
Circulations / Borrows	An Instant Title is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via PPU Circulations , otherwise referred to as Instant Borrows , each of which allows a user to stream, download, and/or access the chosen Instant Title, or collection of Titles (e.g., a "Binge Pass", described below), for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one Instant License to authorize that particular borrow. A " Binge Pass " is an Instant Borrow that provides the borrower access to a collection of titles, either directly through hoopla or through a third-party website or application.	A Flex Title is only available to one user at a time, via a digital OCOU Circulation , otherwise referred to as a Flex Borrow . If the Library has an available Flex License to a Flex Title, a Patron may activate a Flex Borrow and that license is digitally checked out and considered "in use." Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user.
Available formats	All formats (audiobooks, eBooks, comics, movies, television, music, and magazines). Binge Passes are available only for select titles and may not be available for all formats.	Currently available only for audiobooks and eBooks.
Payment obligations	A PPU-Circulation Fee is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged regardless of whether	Where available, Flex Licenses may be ordered via the hoopla Digital Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).

	Instant Borrows	Flex Borrows
(continued)	the borrowed content is actually accessed, viewed, streamed, or downloaded by the user. Fees for Instant Borrows are invoiced monthly.	
Borrow priority	To optimize Libraries' media purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible. Therefore, if a user requests an Instant Title, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply. (Note that this priority does not apply to Instant Borrows of Binge Passes. Users may borrow Binge Passes regardless of whether select titles within the Binge Pass may be available as Flex Licenses.)	Same. To optimize Libraries' purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible.
Metering restrictions	N/A	A Flex License may be either perpetual, or "metered." Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
Pre-Owned Content	N/A	If the Library has acquired OCOU Licenses from another source (Pre-Owned Content), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library's use hereunder. The Library is responsible for (1) providing an accurate list of Pre-Owned Content for Midwest Tape's review (consistent with Appendix 3), and (2) notifying the owner and/or licensor of such Pre-Owned Content when the Pre-Owned Content is to be removed. The format to be used for listing the Library's Pre-Owned Content, including the required certification, is set forth on Schedule 1 to Appendix 3.

Appendix 3

Procedure for Pre-Owned Content ("POC")

<p>1. Library to provide inventory of POC.</p> <p>Promptly on or after the Effective Date, Library shall provide to Midwest Tape a written inventory of Pre-Owned Content (if any) that the Library has obtained prior to the Effective Date or otherwise outside the scope of this Agreement.</p>
<p>2. Format of inventory and additional information regarding POC.</p> <p>The written inventory shall be provided in table format as set forth in Part 1 of Schedule 1, or in another mutually agreeable format, and shall include the following information, <u>for each license</u> comprising Library's Pre-Owned Content:</p> <ol style="list-style-type: none"> (1) the title, format (eBook or Audiobook), author(s), street date, publisher, ISBN number; (2) the date of purchase of the license, and the license type (<i>e.g.</i>, Perpetual license, Limited Borrows license, Limited Time Period license, Limited Borrows & Time Period license); (3) the rights that Library has to that copy of the work, including the term and expiration date (if any) of the license and any other metering or other limitations on the term of the license (<i>e.g.</i>, borrow limit), including the amount of time and/or number of borrows already used, as well as number of borrows remaining available, for the license as of the date of transfer; and (4) the name and contact information of the company or other entity from which Library obtained the license (or, if the Library owns the copyright in a work, a statement identifying Library's ownership of such work). <p>Library agrees to work in good faith to effectuate the assignment and transfer of Library's rights in such Pre-Owned Content to Midwest Tape, including, but not limited to notifying the owner and/or licensor of such Pre-Owned Content when the content is transferred. Upon request, Library also shall provide Midwest Tape with copies of any licenses, purchase orders, agreements, or any other documents reflecting Library's purchase or license of any Pre-Owned Content.</p> <p>Warranty by Library regarding POC Rights: Library represents and warrants that it owns the rights and licenses in and to the Pre-Owned Content set forth in Schedule 1 to Appendix 3, and that unless specifically stated in the Schedule, Library is authorized to assign or otherwise transfer such Pre-Owned Content to Midwest Tape as provided for under the terms of this Agreement.</p>
<p>3. Assignment by Library of Rights in POC</p> <p>As set forth on Schedule 1 to this Appendix 3, to the extent that Library has licensed any Pre-Owned Content, Library assigns and transfers its rights in or to such Pre-Owned Content to Midwest Tape for the purpose of allowing Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the hoopla Platform. Similarly, if and to the extent that Library owns the copyright to any content that may be made available to Patrons via the Digital Media Platform, Library hereby grants Midwest Tape a fully paid, royalty-free license to include such content in the Digital Media Platform and to make such content available via the Digital Media Platform without charge, and Library represents and warrants that such content does not infringe the copyright, trademark, or other rights of any third party. To the extent that Library cannot assign or otherwise transfer its rights in or to any Pre-Owned Content to Midwest Tape, Library grants Midwest Tape the exclusive right to negotiate with the owner and/or licensor of such Pre-Owned Content on Library's behalf, to obtain an assignment, transfer, license or any other rights necessary to allow Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the Digital Media Platform.</p>
<p>4. Efforts to include POC on the hoopla Platform to the extent possible.</p> <p>Upon receipt of the Library's inventory of Pre-Owned Content, Midwest Tape will work to assess the extent to which it can include some or all of the Pre-Owned Content via the Platform. Library acknowledges and agrees that: (i) Midwest Tape's ability to offer Pre-Owned Content on the Platform depends upon factors outside of Midwest Tape's control, including without limitation the scope and assignability of the Pre-Owned Content; and (ii) Midwest Tape does not represent or warrant that any or all Pre-Owned Content can or will be made available through the Platform. If Midwest Tape determines, in its sole discretion, that any Pre-Owned Content may be made available to Library's Patrons on the Platform, Midwest Tape will arrange to provide such Pre-Owned Content subject to the terms and conditions set forth in Library's existing licenses for such Pre-Owned Content or on such other terms and conditions that Midwest Tape may obtain from the owner of such Pre-Owned Content.</p>

Schedule 1 to Appendix 3 of hoopla® Digital Media Agreement

Certified List of Pre-Owned Content to be Transferred to Midwest Tape

Part 1 – List Format: Library to provide a table, in Excel or CSV format, listing each OCOU License to be transferred to Midwest Tape as Pre-Owned Content. The table shall include the fields shown below:

Field
Library Name
Book Title
Format (eBook, Audiobook)
Edition
Series Name (if applicable)
Author/Creator 1
Author/Creator 2 (if applicable)
Street Date
Publisher
Vendor
Vendor Content ID
ISBN
Bib ID
License Number
Date Purchased
License Type: (Perpetual; Limited Borrows; Limited Time Period; Limited Borrows & Time Period)
License Period Start date (if applicable)
License Period Expiration Date (if applicable)
Borrows Permitted (if applicable)
Borrows Used (if applicable)
Borrows Remaining (if applicable)

Part 2 – Delivery of List: Library to complete the table below prior to email delivery of list to Midwest Tape:

Filename:	N/A
Sent From:	N/A
To:	N/A
Date & Time:	N/A

Part 3 – Certification: To be completed and signed by an authorized representative of Library. Attach a copy of this completed and signed Schedule 1 to the email noted in Part 2, above:

The list provided as set forth above is, as of the date set forth below, a complete and accurate account of the Library's Pre-Owned Content as defined herein. With respect to Pre-Owned Content provided here or subsequently added by mutual written consent of the Parties, the Library hereby assigns and transfers to Midwest Tape any and all rights, title, and interests in the licenses necessary in order to enable Midwest Tape to make the Pre-Owned Content available to the Library's Patrons via the hoopla Platform, including as set forth in Section 2 and/or Appendix 3 of the Agreement. The undersigned certifies that they are a representative of the Library and duly authorized to make the foregoing representations on its behalf.

Signature: _____ Title: _____

Print Name: _____ Date: _____

Library Name: _____



Agenda Date: January 27, 2025
To: City Council
From: Andrew Sibai, Finance Director
Agenda Item: Via Rail Engineering Proposal for PEDC Business Park Rail Improvements
Date Submitted: 01/22/2025

SUMMARY:

City Council approved Resolution R-07-24 on February 12, 2024, authorizing the acquisition of land by the PEDC for the development of a rail-served business park. This resolution also authorized expenditures for infrastructure improvements related to the project, which include streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, and overall site improvements. On March 28, 2024, the PEDC approved a proposal from Via Rail Engineering to design the rail infrastructure improvements to be constructed on the property. The total cost for these engineering services is \$54,900, and it is exempt from the bidding process under the Professional Services Procurement Act, as professional engineering qualifies as a "professional service" according to the Act's definition.

RECOMMENDED ACTION:

Staff recommends approval as presented to allow the project authorized under R-07-24 to proceed in a manner consistent with that prior approval.

CITY MANAGER APPROVAL:

Fiscal Impact

Fiscal Year: 2025
Budgeted Y/N: Y
Account #: 215-100-53030
Amount Requested: 54900.00

BUDGETARY IMPACT:

This item has been budgeted and planned for in the PEDC budget just needs approval for the specific dollar amount and firm performing the work

Attachments

Engineering Proposal
Rail development resolution



March 6, 2024

Christophe Trahan
Executive Director
Palestine Economic Development Corporation
100 Willow Creek Parkway, Suite A,
Palestine, TX 75801
edcdirector@palestine-tx.org

Re: Palestine EDC – Rail Park Project

Dear Christophe Trahan,

Via Rail Engineering Inc. (Via Rail) is pleased to submit this proposal for your consideration. We understand that Palestine Economic Development Corporation (PEDC) would like to consider rail engineering design services for their facility in Palestine, TX. The facility is served by Texas Eastern Railroad (TSR), parent company Jaguar Transport (JAG) and the purpose of this proposal is to address providing additional rail engineering design services for infrastructure to serve their Rail Park.

We understand that PEDC would like to expand their rail park. PEDC submitted track plans, Lidar topography, survey and landscape drawings during the scoping call that took place. As depicted in the conceptual layout provided by Bruce Carswell at Lonestar Railroad Solutions, LLC (Lonestar), Phase 1 is shown as a double ended track parallel to the JAG main line, Phase 2 is shown as a proposed lead track along east side of property to building sites to north, and Phase 3 is shown as a proposed additional transload spur to northeast. Proposed design and Opinion of Probable Construction Cost (OPCC) scope will include Phase 1 and Phase 2 trackage. Our construction cost estimating will be based on preliminary engineering design drawings as requested by Lonestar. BNSF Industry Track Standards will be utilized for design work per Lonestar.

With this information, the following outlines the tasks necessary to meet project objectives.

TASK 1 – Conceptual Track Layout and Iteration Via Rail will proceed by performing an onsite inspection to study the site, encumbrances, and opportunities. Via Rail will then begin developing an electronic aerial base map for two total conceptual track layouts. Concept layout one will address design for Phase I and Phase II. Concept two layout will address design for Phase III. Concept development will include up to three iterations, and once acceptable to PEDC, Via Rail will submit said concepts to JAG for informal review and feedback. After review and iteration, Via Rail will revise the concept plan to a “Preferred Alternative”. Once approved by PEDC, the “Preferred Alternative” can serve as a basis for completion of an engineered 10% Concept Plan that may be

Via Rail Engineering Inc.
14727 Maribel Rd. Maribel, WI 54227
Direct Phone: 682-429-2298; HQ: 920-367-2000

*Railroading
since 1973*

Founded in 2005

*100% Employee-
Owned since 2017*

*Over 2000 projects
delivered for our
Clients*

*Comprising over 12.5
million feet of track*

*Licensed engineering
in 40+ US States*

*Consulting in Canada
with Project
Collaborators*

*Broad network of
subject matter expert
Strategic Partners*

*Extensive contractor
network*

submitted to TSR for formal review and approval. BNSF Industry Track Standards will be utilized for design work per Lonestar.

TASK 2 – 10% Concept Plan, JAG Submittal With the completion of a “Preferred Alternative” and operations plan, Via Rail will prepare a 10% Concept Plan for PEDC to review and approve for submittal to JAG. The concept plan will be in accordance to the “Preferred Alternative”, PEDC objectives and BNSF industrial track standards (as directed by Lonestar) and JAG submittal requirements. Via Rail will shepherd the JAG review process from 10% Concept Plan submittal and approval in order to proceed to preliminary and final design.

TASK 3 – 30% Preliminary Engineering Design Following completion of the “Preferred” conceptual track layout and 10% Concept Plan approval from JAG, Via Rail will utilize the base mapping and survey information provided by PEDC to complete 30% preliminary engineering design, railroad geometric horizontal and vertical design, typical sections, preliminary grading, and any other rail and site design germane to the construction of the proposed tracks. The preliminary design plan set will incorporate PEDC objectives and adhere to BNSF industrial track standards and checklist of submittal requirements to JAG for review and approval. If addition survey data is required, Via Rail can provide this under a Change Order.

In addition, during the preliminary design process, Via Rail will investigate any utility mitigation that might be necessary and in accordance with utility company, the American Railway Engineering and Maintenance-of- Way Association (AREMA) and JAG requirements; and, any demolition planning necessary, in coordination with PEDC.

TASK 4 – Quantity Take-Off (QTO) and Opinion of Probable Construction Costs (OPCC) Via Rail will complete single QTO and OPCC based on Phase I & Phase II conceptual track layouts for track construction and any other rail related infrastructure. Said QTO/OPCC will be provided to PEDC and Lonestar for the feasibility study and will be based upon the 30% Preliminary Engineering Design prepared above. The track construction cost estimate will be considered to a 10% +/- accuracy, and the site civil will be considered to a 25% +/- accuracy.

Deliverables

1. Conceptual Track Layout, 11x17” formatted full color PDF
2. 10% Concept Plan, 11x17” formatted full color PDF
3. 30% Preliminary Design Plan Set, 11x17” formatted full color PDF
4. QTO/OPCC, formatted for 8-1/2x11” PDF and XLSX

Timetable Upon Notice to Proceed, Via Rail will initiate work promptly and progress the work consistently each week. Site due diligence, base mapping and a conceptual track layout will be completed within one week of notice to proceed. Dependent upon any iteration, Via Rail will finalize a “Preferred” conceptual track layout for PEDC approval within a week. Following completion “Preferred” conceptual track layout Via Rail will continue with finalization of a 10% concept plan and submittal to JAG within one week. Following the approved 10% concept plan, and after receiving required survey information from PEDC, Via Rail will proceed with 30% preliminary design. 30% preliminary design will be completed within three weeks and will be

submitted to PEDC and Jaguar review and approval. Once the 30% has been approved, Via Rail will proceed with completing the QTO/OPCC within one to two weeks.

Assumptions and Exclusions No additional due diligence or design engineering are included except for what is delineated above in the proposed scope of work. Via Rail may submit a future change order to address additional rail engineering design services such as site survey, final design engineering, contractor bidding services, construction management and inspections if requested by PEDC for consideration.

PLEASE NOTE ALL TASKS ARE LUMP SUM FIRM BID AS LONG AS SCOPE OF WORK DOES NOT CHANGE.

Professional/Construction Fees Via Rail proposes to complete this work for a lump sum firm bid price as itemized as follows:

TASK	DESCRIPTION OF WORK	FEES
1	Conceptual Track Layout and Iteration	\$ 4,000
2	10% Concept Plan	\$ 4,000
3	30% Preliminary Engineering Design	\$ 45,400
4	QTO and OPCC	\$ 1,500
	Total Fees:	\$ 54,900

Via Rail will invoice on a monthly basis for work performed during the billing cycle. Our scope of services and professional fee includes necessary and typical project review meetings by phone and/or screen share.

To accept this proposal please complete the bottom portion, scan and email back. Thank you for the opportunity to earn your business; we thrive on long-term relationships. I can be reached at (682) 429-2298.

Sincerely,

Daniel Guido

Dan "Guido" Guido
Via Rail Engineering, Inc.
14727 Maribel Road
PO Box 137
Maribel, WI 54227

Accepted by _____

Print Name: _____

Title: _____

Date: _____

Prepared by Samuel Rosenberg
Cc. Brian Denmark, Michelle Wotachek

RESOLUTION NO. R-07-24

RESOLUTION APPROVING AND AUTHORIZING A PROJECT OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION (THE “PEDC”), REGARDING THE ACQUISITION OF LAND VALUED AT \$2,384,000, AND THOSE PROJECT-RELATED EXPENDITURES IN FURTHERANCE OF THE PROJECT

WHEREAS, on June 13, 2023, the PEDC declared its intent and desire to participate in a project, that being the acquisition of approximately 333 acres of land, that being valued at \$2,384,000, found by the PEDC’s Board of Directors to promote or develop new or expanded business enterprises, those being the development, retention, and expansion of manufacturing, industrial, research and development, transportation, sewage or solid waste disposal, distribution, warehouse, or regional or national corporate headquarters facilities that will lead to the creation or retention of primary jobs, (the “Project Property”); and,

WHEREAS, the project also included those certain associated infrastructure improvement projects found by the PEDC’s Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises on the Project Property, more specifically limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, site improvements, and related improvements, with such infrastructure improvements to be determined at a later date but the value of which is intended to be recaptured by the PEDC in its future negotiations with such new and expanded business enterprises, which such infrastructure improvement projects are intended to benefit and which shall be declared and made public in accordance with and pursuant to Chapters 501 and 505 of the Local Government Code (**collectively, the “Project”**); and,

WHEREAS, in accordance with Section 501.101 of the Local Government Code, that Project is a specific type of project, that consisting of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the PEDC’s Board of Directors to be (1) for the creation of primary jobs and (2) required or suitable for the development, retention, or expansion of manufacturing, industrial, research and development, transportation, sewage or solid waste disposal, distribution, warehouse, or regional or national corporate headquarters facilities; and,

WHEREAS, in accordance with Section 501.103 of the Local Government Code, that Project is a specific type of project, that consisting of certain infrastructure improvement projects found by the PEDC’s Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, more specifically limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, site improvements, and related improvements; and,

WHEREAS, in accordance with Section 505.155 of the Local Government Code, that Project is a specific type of project, that consisting of land, buildings, equipment, facilities, and improvements found by the PEDC’s Board of Directors to promote or develop new or expanded business enterprises that create or retain primary jobs; and,

WHEREAS, as such, it is anticipated that the Project shall require that an expenditure be made by the PEDC in furtherance of the Project; and,

WHEREAS, Article III, Section 9, of the “Amended and Restated By-Laws of the Palestine Economic Development Corporation” states that “all programs and/or projects requiring an expenditure of the [PEDC] must receive the approval of the City Council; otherwise, the program and/or project requiring an expenditure of the [PEDC] is not authorized;”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, that, after two readings of this Resolution, made pursuant to Section 505.158 of the Local Government Code:

SECTION 1. The City Council of the City of Palestine, Texas (**the “City Council”**) finds that the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. The Project, as that term has been defined herein and as it has been defined by Sections 501.101, 501.103, 505.155 of the Local Government Code, directly incentivizes the economic development of the City through the development and diversification of the economy, the elimination of unemployment and underemployment, and the development and expansion of commerce within Texas.

SECTION 3. The City Council, pursuant to Article III, Section 9, of the “Amended and Restated By-Laws of the Palestine Economic Development Corporation” and in accordance with Section 505.158 of the Local Government Code, authorizes the Project and those contemplated expenditures made in furtherance of such Project.

SECTION 4. Project-related expenditures may include those “costs,” as that term is defined in Section 501.152 of the Local Government Code, related to the cost of the acquisition, cleanup, construction, reconstruction, improvement, or expansion of the Project as well as all Project land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements.

SECTION 5. This Resolution shall take effect immediately upon passage and approval by the City Council.

SECTION 6. In the event any clause, phrase, provision, sentence, or part of this Resolution 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 Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and, City Council declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

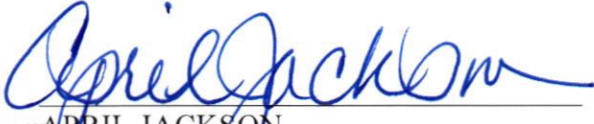
SECTION 7. All other Resolutions or parts of Resolutions inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.


PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, on the 12th day of February, 2024.


MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:


APRIL JACKSON
CITY SECRETARY


REZZIN PULLUM
CITY ATTORNEY





Agenda Date: January 27, 2025

To: City Council

From: Christophe Trahan, Economic Development Director

Agenda Item: Consider approval of a Downtown Grant Performance Agreement between PEDC and Lilly Duncan.

Date Submitted: 01/23/2025

SUMMARY:

Consider approval of a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Lilly Duncan, in an amount not to exceed \$19,730.48.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Downtown Grant Performance Agreement - Lilly Duncan

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 Lilly Duncan ("APPLICANT"), whose current address is 1611 E US HWY 84, 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 December 4, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Twenty-Six Thousand Three Hundred Seven Dollars and Thirty-One Cents (\$26,307.31)** for the purpose of installing new LED lighting, restoring wooden frames and reglazing windows, exterior painting, and rebuilding an awning at the business property of Duncan Depot Antiques, that being 106 W Main 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 **Nineteen Thousand Seven Hundred Thirty Dollars and Forty-Eight Cents (\$19,730.48) ("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 27, 2025.

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

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

2. FUNDING

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

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

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

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

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

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.14. If the business property, that being 106 W Main 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):
Duncan Depot Antiques

By _____ Date _____
Lilly Duncan, Owner

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 27, 2025

To: City Council

From: Christophe Trahan, Economic Development Director

Agenda Item: Consider approval of a Downtown Grant Performance Agreement between PEDC and A. Hugh Summers.

Date Submitted: 01/23/2025

SUMMARY:

Consider approval of a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and A. Hugh Summers in an amount not to exceed \$18,750.00.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Downtown Grant Performance Agreement - A. Hugh Summers

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 A. Hugh Summers ("APPLICANT"), whose current address is 111 West Spring 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 December 19, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Twenty-Five Thousand Dollars and No Cents (\$25,000.00)** for the purpose of replacing three HVAC units at the business property of Old Town Vintage Antiques, that being 306 N. Sycamore 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 **Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

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

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

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

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before October 27, 2025.

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

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

2. FUNDING

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

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

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

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

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

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

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

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

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

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

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

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

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

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

rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

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

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

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

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

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

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

3.14. If the business property, that being 306 N. Sycamore 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):

A. Hugh Summers

By _____ Date _____
A. Hugh Summers, Building Owner

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 27, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: Award of Lacy Street Sewer Line Replacement Project (TDA CDV21-0354)
Date Submitted: 01/24/2025

SUMMARY:

On January 17, 2025, the City received five sealed bids for the Lacy Street Sewer Line Replacement Project (TDA CDV21-0354). The bidders included Bull G Construction, LLC; King Solution Services, LLC; TMS Utility, LLC; Capital Underground Utilities, LLC; and McKinney and Moore of Texas, LLC. The bid amounts varied, with the highest bid totaling \$467,180.31 and the lowest at \$371,967.00.

A detailed bid tabulation prepared by Hayter Engineering is attached for reference.

The Construction Advertisement and Invitation for Bids was published in the Palestine Herald Press on December 14, 2024, and December 21, 2024.

The construction budget for this project is \$465,000.00. Funding will be provided through assistance from the Texas Department of Agriculture (TDA) under the Community Development Block Grant (CDBG) program, which is managed by the U.S. Department of Housing and Urban Development.

RECOMMENDED ACTION:

Staff recommends awarding bid for the Lacy Street Sewer Line Replacement to Bull G Construction, LLC, in the amount of \$371,967.00.

CITY MANAGER APPROVAL:

Attachments

Hayter Engineering Letter of Recommendation



January 22, 2025

HEI # 186001-28.01

Ms. Teresa Herrera, City Manager
City of Palestine
504 North Queen Street
Palestine, Texas 75801

Re: Lacy Street Sewer Line Replacement
Texas Department of Agriculture TxCDBG # TDA CDV21-0354

Ms. Herrera –

This letter is a follow-up on the bid opening of Friday, January 17, 2025 for the above-referenced project.

Bids were received and opened at 11:00 AM at City Hall. Five bids were received. The total base bids ranged from a high of \$467,180.31 down to \$371,967.00. A bid tabulation is attached for your review.

The low bidder was Bull G Construction LLC out of Houston. I reached out to 11 of their references and was able to speak with 9 of them. Without exception, they all said that they had a good experience with Bull G Construction and would not hesitate to hire them again.

The references said that Bull G Construction is experienced with the type of work (pipe bursting sewer line installation) that we will be doing on this job. The references all said that change orders were done in a fair manner, and that Bull G Construction was very responsive to their requests.

The construction budget for this project is \$465,000.00. The bid from Bull G Construction is significantly below this figure. I therefore find no reason not to recommend the award of this project to Bull G Construction LLC for the base bid of \$371,967.00.

I will be at the City Council meeting on Monday to address questions that the council may have regarding this project. Please let me know if you have any questions or concerns at this time.

Sincerely,

HAYTER ENGINEERING

A handwritten signature in blue ink that reads "Michael N. Tibbets".

Michael N. Tibbets, P.E.
President

attachment: bid tabulation



2025-01-22

Practical Infrastructure **Solutions**

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TxEng F-315 | TxSurv F-10028600 | OSBPE/LS #603 | ASBPE #2521 | LA #EF6529

Texas | Oklahoma | Arkansas | Louisiana

Bid Tabulation

City of Palestine
Lacy Street Sewer Line Replacement
TDA CDV21-0354 HEI #186001
January 17, 2025
11:00 a.m.

			Bull G Construction, LLC		King Solution Services, LLC		TMS Utility, LLC		Capital Underground Utilities, LLC		McKinney & Moore of Texas, LLC	
Item	Description	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization.	1 LS	\$15,000.00	\$15,000.00	\$18,500.00	\$18,500.00	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00	\$18,098.49	\$18,098.49
2	Traffic control.	1 LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,032.83	\$6,032.83
3	Project sign.	1 LS	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$2,413.13	\$2,413.13
4	Cleaning and TV inspection of the existing 6" sewer line.	2,418 LF	\$4.00	\$9,672.00	\$3.00	\$7,254.00	\$4.00	\$9,672.00	\$4.00	\$9,672.00	\$1.00	\$2,413.13
5	8" DR 17 HDPE sewer line, installed by pipe bursting, tested, and complete with by-passing and pavement repair at entry points and exit points.	2,198 LF	\$35.00	\$76,930.00	\$50.00	\$109,900.00	\$60.00	\$131,880.00	\$65.00	\$142,870.00	\$15.14	\$33,277.72
6	6" DR 17 HDPE sewer line, installed by pipe bursting, tested, and complete with by-passing and pavement repair at entry points and exit points.	220 LF	\$35.00	\$7,700.00	\$45.00	\$9,900.00	\$85.00	\$18,700.00	\$55.00	\$12,100.00	\$235.01	\$51,702.20
7	Rehabilitate existing 4' Ø manhole up to 6 feet deep, including by-passing, rebuilding invert and benches, and lining walls.	4 EA	\$3,000.00	\$12,000.00	\$7,200.00	\$28,800.00	\$2,500.00	\$10,000.00	\$4,500.00	\$18,000.00	\$11,294.71	\$45,178.84
8	Replace lid and install inflow insert for rehabilitation manhole.	4 EA	\$3,000.00	\$12,000.00	\$1,050.00	\$4,200.00	\$750.00	\$3,000.00	\$640.00	\$2,560.00	\$1,273.22	\$5,092.88
9	Extra manhole depth for rehabilitation.	3 VF	\$300.00	\$900.00	\$560.00	\$1,680.00	\$350.00	\$1,050.00	\$380.00	\$1,140.00	\$999.34	\$2,998.02
10	Replacement manhole up to 6 feet deep, including by-passing and vacuum testing.	1 EA	\$10,000.00	\$10,000.00	\$8,900.00	\$8,900.00	\$8,500.00	\$8,500.00	\$9,200.00	\$9,200.00	\$7,602.50	\$7,602.50
11	Extra depth of replacement manhole.	1 VF	\$275.00	\$275.00	\$150.00	\$150.00	\$220.00	\$220.00	\$270.00	\$270.00	\$1,184.23	\$1,184.23
12	New manhole up to 6 feet deep, including pavement repair, by-passing and vacuum testing.	5 EA	\$10,000.00	\$50,000.00	\$8,500.00	\$42,500.00	\$8,500.00	\$42,500.00	\$9,200.00	\$46,000.00	\$8,795.43	\$43,977.15
13	Extra depth of new manhole.	14 VF	\$275.00	\$3,850.00	\$150.00	\$2,100.00	\$220.00	\$3,080.00	\$270.00	\$3,780.00	\$647.65	\$9,067.10
14	Drop structure for manhole.	3 EA	\$1,000.00	\$3,000.00	\$1,800.00	\$5,400.00	\$2,250.00	\$6,750.00	\$1,200.00	\$3,600.00	\$2,860.35	\$8,581.05
15	Excavation safety at manholes.	10 EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$250.00	\$2,500.00	\$1,200.00	\$12,000.00	\$2,185.46	\$21,854.60
16	External reconnection of the service lateral to the new main.	34 EA	\$600.00	\$20,400.00	\$1,250.00	\$42,500.00	\$750.00	\$25,500.00	\$1,200.00	\$40,800.00	\$1,895.34	\$64,441.56
17	Replacement of existing lateral from main to property line by pipe bursting.	1,020 LF	\$35.00	\$35,700.00	\$40.00	\$40,800.00	\$60.00	\$61,200.00	\$12.00	\$12,240.00	\$0.00	\$0.00
18	Installation of new 2-way cleanout, including pavement repair and sidewalk repair.	34 EA	\$500.00	\$17,000.00	\$780.00	\$26,520.00	\$450.00	\$15,300.00	\$920.00	\$31,280.00	\$1,976.22	\$67,191.48
19	Trench safety at customer service transfers.	34 EA	\$100.00	\$3,400.00	\$100.00	\$3,400.00	\$5.00	\$170.00	\$120.00	\$4,080.00	\$317.53	\$10,796.02
20	Air testing of the new sewer line and services.	1 LS	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,300.00	\$2,300.00	\$18,040.66	\$18,040.66
21	Post-installation TV camera inspection of interior of new 8" sewer line.	2,156 LF	\$2.50	\$5,390.00	\$2.00	\$4,312.00	\$2.50	\$5,390.00	\$4.00	\$8,624.00	\$3.67	\$7,912.52
22	Concrete encasement.	40 LF	\$175.00	\$7,000.00	\$85.00	\$3,400.00	\$50.00	\$2,000.00	\$90.00	\$3,600.00	\$197.77	\$7,910.80
23	0-5' Trenching.	40 LF	\$175.00	\$7,000.00	\$5.00	\$200.00	\$50.00	\$2,000.00	\$1.00	\$40.00	\$37.56	\$1,502.40
REMEDATION FOR SAGS AND GRADE ISSUES												
24	0-5' Trenching.	50 LF	\$175.00	\$8,750.00	\$5.00	\$250.00	\$85.00	\$4,250.00	\$140.00	\$7,000.00	\$75.12	\$3,756.00
25	5-8' Trenching.	50 LF	\$175.00	\$8,750.00	\$5.00	\$250.00	\$95.00	\$4,750.00	\$140.00	\$7,000.00	\$75.12	\$3,756.00
26	8-10' Trenching.	50 LF	\$175.00	\$8,750.00	\$5.00	\$250.00	\$105.00	\$5,250.00	\$140.00	\$7,000.00	\$93.90	\$4,695.00
27	10-12' Trenching.	50 LF	\$175.00	\$8,750.00	\$5.00	\$250.00	\$125.00	\$6,250.00	\$160.00	\$8,000.00	\$112.68	\$5,634.00
28	Trench safety (5' or deeper).	50 LF	\$175.00	\$8,750.00	\$5.00	\$250.00	\$250.00	\$12,500.00	\$12.00	\$600.00	\$66.25	\$3,312.50
29	Install 8" DHPE DR 17 sewer line to correct sags and grade issues.	50 LF	\$175.00	\$8,750.00	\$75.00	\$3,750.00	\$40.00	\$2,000.00	\$85.00	\$4,250.00	\$145.10	\$7,255.00
30	Pavement repair.	50 LF	\$175.00	\$8,750.00	\$125.00	\$6,250.00	\$40.00	\$2,000.00	\$90.00	\$4,500.00	\$30.05	\$1,502.50
	TOTAL BASE BID			\$371,967.00		\$383,166.00		\$431,412.00		\$452,206.00		\$467,180.31
DEDUCTIVE ALTERNATES												
DA1	0-5' trenching to correct sags and grade issues.	50 LF	\$175.00	\$8,750.00	\$5.00	\$250.00	\$85.00	\$4,250.00	\$140.00	\$7,000.00	\$74.00	\$3,700.00
DA2	5-8' trenching to correct sags and grade issues.	50 LF	\$175.00	\$8,750.00	\$5.00	\$250.00	\$95.00	\$4,750.00	\$140.00	\$7,000.00	\$74.00	\$3,700.00
DA3	8-10' trenching to correct sags and grade issues.	50 LF	\$175.00	\$8,750.00	\$5.00	\$250.00	\$105.00	\$5,250.00	\$140.00	\$7,000.00	\$92.50	\$4,625.00
DA4	10-12' trenching to correct sags and grade issues.	50 LF	\$175.00	\$8,750.00	\$5.00	\$250.00	\$125.00	\$6,250.00	\$160.00	\$8,000.00	\$111.00	\$5,550.00
DA5	Trench safety (5' or deeper) associated with correction of sags and grade issues.	50 LF	\$175.00	\$8,750.00	\$5.00	\$250.00	\$250.00	\$12,500.00	\$12.00	\$600.00	\$59.60	\$2,980.00
DA6	Install 8" HDPE DR 17 sewer line to correct sags and grade issues.	50 LF	\$175.00	\$8,750.00	\$75.00	\$3,750.00	\$40.00	\$2,000.00	\$85.00	\$4,250.00	\$82.00	\$4,100.00
DA7	Pavement repair associated with the correction of sags and grade issues.	50 LF	\$175.00	\$8,750.00	\$125.00	\$6,250.00	\$40.00	\$2,000.00	\$90.00	\$4,500.00	\$29.60	\$1,480.00
	TOTAL			\$61,250.00		\$11,250.00		\$37,000.00		\$38,350.00		\$26,135.00
	TOTAL BASE BID LESS DEDUCTIVE ALTERNATES			\$310,717.00		\$371,916.00		\$394,412.00		\$413,856.00		\$441,045.31



Agenda Date: January 27, 2025
To: City Council
From: Susan Davis, Planning Technician
Agenda Item: Request to Rezone Industrial to Mixed Residential-Kentucky and Ohio
Date Submitted: 01/22/2025

SUMMARY:

Discussion and possible action regarding an ordinance amending the official zoning map providing for a change from I, Industrial to MR, Mixed Residential at (1) 111 Kentucky, Yokum & Hearn, Block 1, Lots 3 and 4B; (2) 115 Kentucky, John Arthur Survey, A-4, Block 883, Tracts 36 and 47; and (3) 0 Ohio, John Arthur Survey, A-4, Block 882, Tract 12, 13, and 14. The proposed rezoning area is populated with Single-Family Residential structures and is adjacent to the railroad tracks. On December 11, 2024, eight notices were mailed to property owners within 200 feet of the location of the zoning change application. As of the date of this report, one comment has been returned in favor, and none have been returned in opposition. The Planning and Zoning Commission unanimously voted to approve the rezoning request.

RECOMMENDED ACTION:

Staff recommends approval of the ordinance as presented.

CITY MANAGER APPROVAL:

Attachments

Application
Staff Report
Ordinance



ZONING CHANGE APPLICATION
Fee: \$225.00 (effective 03/18/2024)

PROPERTY DESCRIPTION (LOCATION OF ZONING CHANGE REQUEST)

Address (if available): 111 Kentucky, 115 Kentucky, 0 Ohio
Subdivision Name, Lot, Block): Arthur, John ? Yokum ? Hearn
ACAD Block and Tract #: Block 882 Tr 12, 13, 14; 883 Tr 36, 47; Block I Lot 3, 4B
Deed Restrictions: ☐ Yes (Attach a copy with the application) ☒ No
Current Zoning: Industrial 1 Proposed Zoning: Residential / Multi-use
Current Use of Property: Residential 1
Proposed Use of Property: Residential 1

See Attached Plat: CAD

PROPERTY OWNER INFORMATION

Owner Name: Ram Hasty
Address: 111 Kentucky
City: Palestine State: Tx Zip: 75801
Phone: 903-724-2552 Email: [REDACTED]

Check one of the following:

- ☐ As the owner of the property, I will represent the application; or
☒ I designate Jamie N. Henderson to act as my agent to submit this application.

I acknowledge that all of the information provided in the application is true and correct to the best of my knowledge. Furthermore, I am the legal owner of the property described in the application or, alternatively, that I am authorized to represent all of the owners of the property described in this application.

Owner's or Authorized Representative's Signature: Jamie N Henderson

State of Texas
County of Anderson

On this 5th day of November, 2024, before me, the undersigned notary public, personally appeared Jamie Henderson, known to me to be the person whose name (s) is /are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.



Tabitha Michelle Warner
Notary Public



CITY COUNCIL
AGENDA DATE: January 27, 2025
ITEM PZ-24-03 / STAFF REPORT

REQUEST: Rezone Industrial to Mixed Residential

APPLICANT: Pam Hasty

EXHIBITS: Zoning Maps

PREPARED BY: Susan Davis, Planning Tech

PROPERTY INFORMATION

LOCATION:

- 111 Kentucky, Yokum & Hearn, Block 1, Lots 3 and 4B
- 115 Kentucky, John Arthur Survey, A-4, Block 883, Tracts 36 and 47
- 0 Ohio, John Arthur Survey, A-4, Block 882, Tracts 12, 13, and 14

ZONING: Industrial (I)

OVERLAY ZONES: None

LAND USE: Single-family Residential and Vacant Properties

ADJACENT ZONING: Mixed Residential (MR) and Industrial (I)

ACREAGE: Multiple Tracts

SUBDIVISION:

SUMMARY OF REQUEST

The request for zoning change was requested by Pam Hasty. This area was previously zoned R-3 Single-Family Detached High-Density District prior to the adoption of the current zoning map.

PROPERTY ZONING AND LAND USE

Adjacent zoning districts include Retail Commercial (RC) to the west, Highway Commercial (HC) and Mixed Residential (MR) to the east, and Industrial (I) to the north and south.

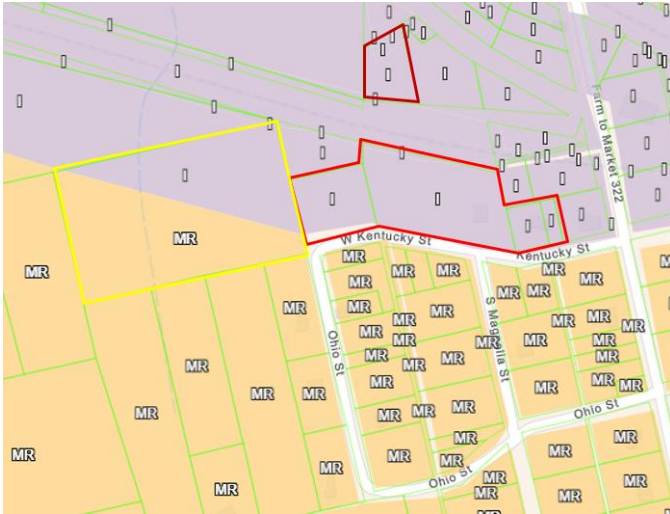
PUBLIC NOTICE

On November 21, 2024, twelve notices were mailed to property owners within 200-feet of the location of 111 Kentucky and 115 Kentucky. No comments were returned in favor or in opposition. Twelve (100%) property owners have not responded. Notice of Public Hearing was published in the Palestine Herald on November 16, 2024.

On December 11, 2024, eight notices were mailed to property owners within 200-feet of the location of 0 Ohio. One (13%) comment was returned in favor, and none were returned in opposition. Seven (87%) property owners did not respond. Notice of Public Hearing was published in the Palestine Herald on December 14, 2024.

ZONING MAP

The official zoning map shows that the 111 Kentucky and 115 Kentucky are in the Industrial zoning district and 0 Ohio is split zoned as Industrial and Mixed Residential.



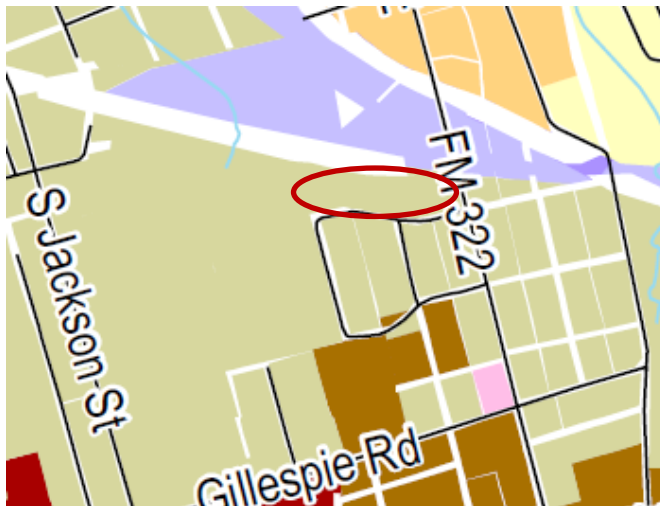
LOCATION MAP



STAFF COMMENTS AND RECOMMENDATION

The proposed rezoning area is populated with single-family residences, including manufactured homes, and is adjacent to the railroad tracks to the north.

The previous Zoning Map (shown below) reflects that the property was in the R-3 Single-Family Detached High-Density District, and I-1 Light Industrial District.



■ R-3 Single Family Detached, High Density

■ I-1 Light Industrial

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission unanimously voted to approve the request to rezone 111 Kentucky, Yokum & Hearn, Block 1, Lots 3 and 4B; 115 Kentucky, John Arthur Survey, A-4, Block 883, Tracts 36 and 47 during its regular meeting held on December 5, 2024.

The Planning and Zoning Commission unanimously voted to approve the request to rezone 0 Ohio, John Arthur Survey, A-4, Block 882, Tracts 12, 13, and 14 during its regular meeting held on January 2, 2025.

ORDINANCE NO. O- -25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AMENDING THE OFFICIAL ZONING MAP PROVIDING FOR A CHANGE FROM I, INDUSTRIAL TO MR, MIXED RESIDENTIAL AT 111 KENTUCKY STREET, 115 KENTUCKY STREET, AND 0 OHIO STREET; AND PROVIDING FOR SEVERABILITY, REPEALER, AN EFFECTIVE, AND PROPER NOTICE & MEETING.

WHEREAS, a public hearing was held before the Planning and Zoning Commission of the City of Palestine, Texas, on the 5th day of December, 2024, and a public hearing was before the City Council of the City of Palestine, Texas, on the 27th day of January, 2025, at 5:30 p.m., where all interested persons were provided with an opportunity to be heard on a proposed application for a zoning change as provided in the Comprehensive Zoning Ordinance of the City of Palestine, Texas, said hearing being held at City Hall, with all notices being given as required by law; and

WHEREAS, the Planning and Zoning Commission gave written notice of such hearing to all real property owners within 200 feet of the hereafter described territory as reflected by the last approved tax roll for the City of Palestine, and notice being more than 10 days prior to the date of said hearing by mailing the same, properly addressed to said owners; and

WHEREAS, the Planning and Zoning Commission considered all of the testimony, and all persons present were given an opportunity to be heard, and made its final report in writing to the City Council; and

WHEREAS, the City Council considered all of the testimony, and all persons were given an opportunity to be heard; and

WHEREAS, the City Council is of the opinion that the following Ordinance should be passed and that the same is in the public interest and necessary for the promotion of health, safety, morals, and general welfare of the City.

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

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

SECTION 2. A change of zoning is granted from I, Industrial to MR, Mixed Residential on 111 Kentucky Street, 115 Kentucky Street, and 0 Ohio Street, which is more particularly described and shown in Exhibit A attached hereto and incorporated by reference, and as provided in the Comprehensive Zoning Ordinance of the City of Palestine, Texas, subject to and governed by the terms of the Ordinance. The City Manager is hereby authorized to promptly not the zoning change on the Official Zoning Map of the City of Palestine, Texas.

- SECTION 3.** To the extent this Ordinance represents any deviation from the City of Palestine Comprehensive Plan (the “Comprehensive Plan”), such plan is hereby amended to conform with this Ordinance.
- SECTION 4.** All other laws, ordinances, or resolutions, or parts of the same, that are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.
- SECTION 5.** In the event any part of this Ordinance is declared to be invalid or unconstitutional, such declaration shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect as if the portion so declared invalid or unconstitutional was not originally a part of the Ordinance.
- SECTION 6.** This Ordinance shall be effective immediately upon passage.
- SECTION 7.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

PASSED, APPROVED, AND ADOPTED this the 27th day of January 2025, by the City Council of the City of Palestine, Texas.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY

EXHIBIT A

Property Description

DRAFT



Agenda Date: January 27, 2025
To: City Council
From: Susan Davis, Planning Technician
Agenda Item: Specific Use Permit for Hall/Reception/Banquet/Meeting use at 112 W. Oak Street
Date Submitted: 01/22/2025

SUMMARY:

Consider approval of an ordinance granting a specific use permit for a hall/reception/banquet/meeting use at 112 W. Oak Street, Original, Block 163, Lot 11, which is zoned Central Business District. The applicant, Terrance Thompson, plans to operate the business Monday through Thursday from 9:00 am to 10:00 pm and Friday through Saturday from 9:00 am to 2:00 am. On November 22, 2024, sixteen notices were mailed to the property owners within 200 feet of the location of the specific use permit request. Three (19%) have been returned in favor of the request, three (19%) have been returned in opposition, and ten (62%) have not responded. On December 5, 2025, the Planning and Zoning Commission unanimously voted to approve the Specific Use Permit.

RECOMMENDED ACTION:

Staff recommends approval of the ordinance as presented.

CITY MANAGER APPROVAL:

Attachments

Application
Staff Report
Ordinance

#240803



SPECIFIC USE PERMIT APPLICATION

APPLICANT INFORMATION

Applicant Name: Terrance Thompson
Address: ~~802 Station~~ / 125 Yupon Dr.
City: Palestine State: TX Zip: 75801
Phone Number: 903 724 2321 Email: [REDACTED]

PROPERTY DESCRIPTION

Address (if available): 112. W oak St. Palestine TX
Subdivision: _____ Lot: _____ Block: _____
Anderson County Appraisal District Block Map # _____ Tract #: _____
Existing Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No
Proposed Deed Restrictions: ☐ Yes (Attach a copy with the application) ☐ No

PRESENT USE OF PROPERTY

Describe how the property is currently being used: next door to a
Bar / was a print company before
my desired use

PROPOSED USE OF PROPERTY

Describe the proposed use of the property (be specific): Hall / reception
Banquet / meeting
mon - Fri 9am - 10pm
Tues. 9am - 10pm
wed. 9am - 10pm
Thurs. 9am - 10pm
Friday 9am - 2am Sat. 9am - 2am

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



CITY COUNCIL
AGENDA DATE: January 27, 2025
ITEM XZ-24-11 / STAFF REPORT

REQUEST:	A specific use permit to allow a hall, reception/banquet/meeting use at 112 West Oak Street
APPLICANT:	Terrance Thompson
EXHIBITS:	Application, Maps and Photos
PREPARED BY:	Susan Davis, Planning Tech

PROPERTY INFORMATION

LOCATION:	112 West Oak Street
ZONING:	CBD, Central Business District
OVERLAY ZONES:	Downtown Historic and Main Street Districts
LAND USE:	Commercial
ADJACENT ZONING:	Central Business District
ACREAGE:	0.0574 acres
SUBDIVISION:	Original

SUMMARY OF REQUEST

The applicant, Terrance Thompson, applied for a specific use permit to allow a hall, reception/banquet/meeting use at 112 West Oak Street, which is in the Downtown Historic and Main Street Districts. Hours of operation will be Monday through Thursday 9:00 am to 10:00 pm, and Friday through Saturday 9:00 am to 2:00 am.

PROPERTY ZONING AND LAND USE

The property where the hall, reception/banquet/meeting use is proposed to be located is zoned Central Business District. Adjacent zoning districts include Central Business District to the north, east, south, and west.



PUBLIC NOTICE

On November 22, 2024, sixteen notices were mailed to property owners within 200 feet of the location of the specific use permit request. Three (19%) have been returned in favor of the request, three (19%) have been returned in opposition, and ten (62%) have not responded.

Comments include:

Favor – Improvements are much needed downtown; need a warm community; in favor of entrepreneurs who want to grow a business if it does not put others in danger.

Opposition – Limited parking.

ZONING AND DEVELOPMENT REQUIREMENTS

Chapter 39, Article II, Section 2-13 of the Code of Ordinances for the City of Palestine requires a Specific Use Permit for a hall, reception/banquet/meeting use in the Central Business zoning district.

SPECIFIC USE PERMIT LOCATION MAP



STAFF COMMENTS

The proposed location is adjacent to Outlaw Country.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On December 5, 2025, the Planning and Zoning Commission unanimously voted to approve the Specific Use Permit.

ORDINANCE NO. O- -25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, GRANTING A SPECIFIC USE PERMIT FOR A HALL/RECEPTION/BANQUET/MEETING USE AT 112 W. OAK STREET, ZONED CENTRAL BUSINESS DISTRICT, PERTAINING TO THE PROPERTY BEING APPROXIMATELY +/- 0.0574 ACRES KNOWN AS ORIGINAL, BLOCK 163, LOT 11, CITY OF PALESTINE, ANDERSON COUNTY, TEXAS; AND PROVIDING FOR SEVERABILITY, REPEALER, AN EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, a public hearing was held before the Planning and Zoning Commission of the City of Palestine, Texas, on the 5th day of December, 2024, and a public hearing was before the City Council of the City of Palestine, Texas, on the 27th day of January, 2025, at 5:30 p.m., where all interested persons were provided with an opportunity to be heard on a proposed application for a Specific Use Permit for a hall/reception/banquet/meeting use at 112 W. Oak Street as provided in the Comprehensive Zoning Ordinance of the City of Palestine, Texas, said hearing being held at City Hall, with all notices being given as required by law; and

WHEREAS, the Planning and Zoning Commission gave written notice of such hearing to all real property owners within 200 feet of the hereafter described territory as reflected by the last approved tax roll for the City of Palestine, and notice being more than 10 days prior to the date of said hearing by mailing the same, properly addressed to said owners; and

WHEREAS, the Planning and Zoning Commission considered all of the testimony, and all persons present were given an opportunity to be heard, and made its final report in writing to the City Council; and

WHEREAS, the City Council considered all of the testimony, and all persons were given an opportunity to be heard; and

WHEREAS, the City Council is of the opinion that the following Ordinance should be passed and that the same is in the public interest and necessary for the promotion of health, safety, morals, and general welfare of the City.

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

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

SECTION 2. That a Specific Use Permit to allow hall/reception/banquet/meeting use be granted to Terrance Thompson for the property known as Original, Block 163, Lot 11, City of Palestine, Anderson County, Texas, at 112 W. Oak Street as provided in the Comprehensive Zoning Ordinance of the City of Palestine, Texas, subject to and governed by the terms of the Ordinance.

- SECTION 3.** To the extent this Ordinance represents any deviation from the City of Palestine Comprehensive Plan (the “Comprehensive Plan”), such plan is hereby amended to conform with this Ordinance.
- SECTION 4.** All other laws, ordinances, or resolutions, or parts of the same, that are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.
- SECTION 5.** In the event any part of this Ordinance is declared to be invalid or unconstitutional, such declaration shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect as if the portion so declared invalid or unconstitutional was not originally a part of the Ordinance.
- SECTION 6.** This Ordinance shall be effective immediately upon passage.
- SECTION 7.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

PASSED, APPROVED, AND ADOPTED this the 27th day of January 2025, by the City Council of the City of Palestine, Texas.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY



Agenda Date: January 27, 2025
To: City Council
From: Susan Davis, Planning Technician
Agenda Item: Sale and Development of the Old Memorial Hospital Lot
Date Submitted: 01/22/2025

SUMMARY:

Discussion and possible action regarding the proposal for the sale and development of the Old Memorial Hospital Lot, which contains 3.1503 acres and is situated in the Reagan & Word Addition, Block 10. On November 11, 2024, City Council approved a Request for Proposal for the development of the Old Memorial Hospital Lot, which included platting of no more than eight lots, the development of one single-family home per lot compatible with the Southside Historic District, and approved by the Historic Landmark Commission. Submission requirements included the following: (1) total price offered for the property; (2) proof of financial ability to purchase the property; (3) proposed timeline for closing and proposed developments; (4) signed statement acknowledging acceptance of the restrictions; and (5) other documents necessary to evaluate the proposal. All bids were due on January 21, 2025, with bid opening scheduled on the same date. There were no bids received that met the submission requirements set forth in the Request for Proposal.

RECOMMENDED ACTION:

Staff recommends that Council discuss and consider the restrictions placed on the Old Memorial Hospital Lot and provide staff with direction regarding the Request for Proposal.

CITY MANAGER APPROVAL:

Attachments

RFP for Old Memorial



This notice is published in the Palestine Herald Press on Saturday, November 23, 2024, and Saturday, November 30, 2024.

CITY OF PALESTINE REQUEST FOR PROPOSALS (RFP)

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

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

I. PURPOSE

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

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

II. SERVICES REQUIRED

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

1. Property Description:

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

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

3. Development Requirements:

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

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

III. MARKET CONDITIONS

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

IV. GENERAL INFORMATION

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

V. SUBMISSION OF RESPONSE

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

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

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

Please include the following on the sealed bid envelope:

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

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

Mailing Address and Hand Delivery Address:

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

Your qualifications shall be governed by the following schedule:

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

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

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

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

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

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

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

VI. QUALIFICATION PROPOSAL INFORMATION

Statement of Qualifications:

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

Qualifications of Experience

1. List the name and all addresses of the location(s) of your company. Which company location will be used to provide services for the development of the Old Memorial Hospital Lot.

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

VII. EVALUATION PROCESS

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

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

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

The RFP will be awarded using the following criteria:

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

VIII. BID AWARD AND PRICING

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

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

Point of Contact

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

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

Notice

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

Palestine Utilities Web Map



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

- Addresses
- Palestine Contours
- Ⓜ Sewer Manhole
- 🔥 Water Fire Hydrant
- Sewer Main
- Water Main
- Abandoned
- Fire
- Service
- Transmission
- ▭ CITY BOUNDARY

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