

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
February 10, 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/86013394365?pwd=OV13lqoUgleCeFadyc5jjZcUI7vJeG.1>

Meeting ID: 860 1339 4365
Passcode: 530490

One tap mobile
+13462487799,,86013394365#,,, *530490# 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/palestinetx](https://www.facebook.com/palestinetx)

WORK SESSION

1. First reading of a resolution approving and authorizing a project of the Palestine Economic Development Corporation, a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC's Community Development Grant Program. Christophe Trahan, EDC Director
2. First reading of a resolution approving and authorizing a project of the Palestine Economic Development Corporation, a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC's Economic Development Grant to Palestine Mall Redevelopment, LLC. Christophe Trahan, EDC Director
3. Discuss proposed amendments to the City Charter. Teresa Herrera, City Manager
4. 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. Black History Month Proclamation. Mitchell Jordan, Mayor

E. CONFLICT OF INTEREST DISCLOSURES

F. CITY MANAGER'S REPORT

1. November/December 2024 Tourism Monthly Report
2. January 2025 Development Services Monthly Report
3. January 2025 Fire Monthly Report
4. January 2025 Library Monthly Report
5. January 2025 Municipal Court Monthly Report
6. January 2025 Parks and Recreation/Facility Maintenance Monthly Report
7. January 2025 Public Works Monthly Report

G. CONSENT AGENDA

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

1. Consider approval of the minutes of the Work Session and Regular Agenda of January 27, 2025. April Jackson, City Secretary
2. Consider approval of a resolution approving agreements for election services between Anderson County, Texas, Palestine Independent School District, Westwood Independent School District, and the City of Palestine, Texas, for the May 3, 2025, General Election and Special Elections. April Jackson, City Secretary
3. Consider approval of an ordinance calling and ordering a General Election to be held on May 3, 2025, for the purpose of electing City Officers. April Jackson, City Secretary
4. Consider authorizing the City Manager to seek sealed bids for asphalt resurfacing on 30 streets in Districts 1 and 2. Jason Shelton, Interim Public Works Director
5. Consider approval of a First Amendment to a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Palestine Community Theater, Inc. Christophe Trahan, EDC Director
6. Consider approval of a resolution authorizing the City to enter into an agreement with the State of Texas for the temporary closure of State Highways for the Dogwood Festival Parade. Cassie Ham, Tourism Marketing Manager

H. REGULAR AGENDA

1. Second reading and possible action regarding a resolution approving and authorizing a project of the Palestine Economic Development Corporation, a Type B Economic Development Corporation, and those project-related expenditures in furtherance of the PEDC's Community Development Grant Program. Christophe Trahan, EDC Director
2. Second reading and possible action regarding a resolution approving and authorizing a project of the Palestine Economic Development Corporation, a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the PEDC's Economic Development Grant to Palestine Mall Redevelopment, LLC. Christophe Trahan, EDC Director
3. Discussion and possible action regarding an Interlocal Agreement between the Palestine Economic Development Corporation and the Texas State Railroad Authority for the development of rail infrastructure improvements. Christophe Trahan, EDC Director
4. Discussion and possible action regarding the General Warranty Deed conveying a 4.000-acre tract of land to the Texas A&M University System. Teresa Herrera, City Manager
5. Discussion and possible action regarding an ordinance calling and ordering a Special Election to be held on May 3, 2025, for the purpose of submitting a proposition on the reauthorization of the local sales and use tax at the rate of one-fourth (1/4) of one percent (1%) to continue providing revenue for the maintenance and repair of municipal streets. April Jackson, City Secretary
6. Discussion and possible action regarding an ordinance calling and ordering a Special Election to be held on May 3, 2025, for the purpose of voting for or against proposed amendments to the Palestine City Charter. April Jackson, City Secretary

I. **MAYOR'S REPORT**

J. **ITEMS FROM COUNCIL**

K. **CLOSED SESSION**

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

1. Section 551.087 deliberation regarding Economic Development negotiations: Palestine Mall Redevelopment, LLC.
2. Section 551.071 consultation with attorney: pending or contemplated litigation or a settlement offer: Palestine Municipal Airport and Laza.

L. **RECONVENE IN REGULAR SESSION**

1. Take any action necessary regarding Palestine Mall Redevelopment, LLC.
2. Take any action necessary regarding Palestine Municipal Airport and Laza.

M. **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, February 7, 2025, at 3:50 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: February 10, 2025
To: City Council
From: Christophe Trahan, Economic Development Director
Agenda Item: First Reading of a Resolution authorizing PEDC Type B Project
Date Submitted: 02/05/2025

SUMMARY:

First reading of a resolution authorizing a PEDC Type B Project of economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds for the Community Development Grant Program.

RECOMMENDED ACTION:

Staff recommends conducting a first reading of a resolution authorizing a PEDC Type B Project of economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds for the Community Development Grant Program.

CITY MANAGER APPROVAL:

Attachments

Resolution Authorizing Type B EDC Project - Community Development Grant Program

RESOLUTION NO. R-_____

RESOLUTION APPROVING AND AUTHORIZING A PROJECT OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION (THE “PEDC”), A TYPE B ECONOMIC DEVELOPMENT SALES TAX CORPORATION, AND THOSE PROJECT-RELATED EXPENDITURES IN FURTHERANCE OF THE PEDC’S COMMUNITY DEVELOPMENT GRANT PROGRAM

WHEREAS, on December 10, 2024, the PEDC declared its intent and desire to continue participating and expand funding general projects offering economic development grants that being the **Community Development Grant Program (“CDG Program”)** by allocating funds to budgeted line items totaling \$150,000 to the CDG Program (the “Project”); and,

WHEREAS, in accordance with Section 505.158 of the Local Government Code, that general type of Project is to include land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the PEDC’s Board of Directors to promote new or expanded business development; and,

WHEREAS, the PEDC desires to offer economic development grants as incentives targeted to community development projects to be considered within the City of Palestine; and,

WHEREAS, the PEDC wishes to participate in the Project during FY 2024-2025 and, through such desire, after careful contemplation, has memorialized, declared, and published its intent to participate in such a project;

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 in Chapter 505 of the Local Government Code, directly incentivizes community development projects in the City of Palestine.

- 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.** The PEDC will receive applications, determine eligibility, hold any public hearings on specific funding agreements as required by Section 505.159 of the Local Government Code, and determine that the funds expended will be used for eligible "costs" of "projects" as those terms are defined in Chapters 501 and 505 of the Local Government Code.
- Section 5.** The PEDC will hereby fund the respective program in accordance with its amended & approved FY 2024-2025 budget as follows:
- A. Community Development Grant Program, in an amount not to exceed \$150,000.
- Section 6.** This Resolution shall take effect immediately upon passage and approval by the City Council.
- Section 7.** 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 8.** All other Resolutions or parts of Resolutions inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED, and ADOPTED on the 10th day of February, 2025.

MITCHELL JORDAN, Mayor

ATTEST:

APRIL JACKSON, City Secretary

APPROVED AS TO FORM:

REZZIN PULLUM, City Attorney



Agenda Date: February 10, 2025
To: City Council
From: Christophe Trahan, Economic Development Director
Agenda Item: First Reading of a Resolution authorizing PEDC Type B Project
Date Submitted: 02/05/2025

SUMMARY:

First reading of a resolution authorizing a Palestine Economic Development Corporation Type B Project of economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds to Palestine Mall Redevelopment LLC in exchange for job creation and capital investment.

RECOMMENDED ACTION:

Staff recommends conducting the first reading of a resolution authorizing a Palestine Economic Development Corporation Type B Project of economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds to Palestine Mall Redevelopment LLC in exchange for job creation and capital investment.

CITY MANAGER APPROVAL:

Attachments

Resolution Authorizing Type B EDC Project - Palestine Mall

RESOLUTION NO. R-_____

RESOLUTION APPROVING AND AUTHORIZING A PROJECT OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION (THE “PEDC”), A TYPE B ECONOMIC DEVELOPMENT SALES TAX CORPORATION, AND THOSE PROJECT-RELATED EXPENDITURES IN FURTHERANCE OF THE PEDC’S ECONOMIC DEVELOPMENT GRANT TO PALESTINE MALL REDEVELOPMENT, LLC.

WHEREAS, on December 10, 2024, the PEDC declared its intent and desire to participate in a project offering an economic development grant to **Palestine Mall Redevelopment, LLC (“the Company”)**, to incentivize the Company to construct, renovate, and lease a retail shopping complex in the City of Palestine (**the “City”**) by granting to the Company certain economic development incentives, those direct cash incentives consisting of the expenditure of sales tax funds, in exchange for the Company’s creation of one hundred and one (101) construction jobs and a capital investment of approximately \$12.637 million within the boundaries of the City of Palestine (**the “Project”**); and,

WHEREAS, in accordance with Section 505.158 of the Local Government Code, that Project is to include land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the PEDC’s Board of Directors to promote new or expanded business development; and,

WHEREAS, the PEDC wishes to participate in the Project during FY 2024-2025 and, through such desire, after careful contemplation, has memorialized, declared, and published its intent to participate in such a project;

WHEREAS, as such, it is anticipated that the Project shall require 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 in Chapter 505 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED, and ADOPTED on the 10th day of February, 2025.

MITCHELL JORDAN, Mayor

ATTEST:

APRIL JACKSON, City Secretary

APPROVED AS TO FORM:

REZZIN PULLUM, City Attorney



Agenda Date: February 10, 2025
To: City Council
From: Cassie Ham, Tourism Marketing Manager
Agenda Item: Tourism Manager's Report - November/December 2024
Date Submitted: 02/03/2025

SUMMARY:

Review the Tourism Manager's Report for the months of November & December 2024. These reports were presented to the Tourism Advisory Board for approval in January 2025, due to intermittent meeting dates of the Tourism Advisory Board during the 2024 holiday season.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

Tourism Report Nov & Dec 2024



TOURISM REPORT – NOVEMBER 2024

Hotel Occupancy Income Tax Collected/STR Reporting

	November 2024	November 2023	+/- to Last Year	Year-to-Date
Occupancy	62%	62.5%	-0.5%	+11.5%
Average Daily Rate (ADR)	\$97.72	\$87.31	+11.9%	+5.2%
Revenue Per Avail. Room (RevPAR)	\$60.59	\$54.58	+11%	+17.4%
Revenue	\$1,286,839	\$1,159,236	+11%	+17.4%

*Census includes 8 hotels, 708 rooms. (8 of 11 hotels reporting or 77% of the market)

Accomplishments, Activities & Successes

- **Install began for Wayfinding Signage Project phase 1**
- **Economic Impact Data received for 2023**
- **Attended Film Friendly Texas and Digital Media Friendly Workshop**
- **Attended regional tourism meeting in Mineola, TX**

Marketing:

- Attended Film Friendly & Digital Media Friendly workshop
- Attended regional tourism meeting in Mineola, Texas
- Opened RFP for a mural in Downtown Palestine (310 W. Oak)
- Assisted in planning the Christmas Parade of Lights 2024

Main Street

- Promotion of Downtown shopping events including Pink Friday & Small Business Saturday
- Coordination services for the Downtown Revitalization Project, focused on contact with downtown businesses

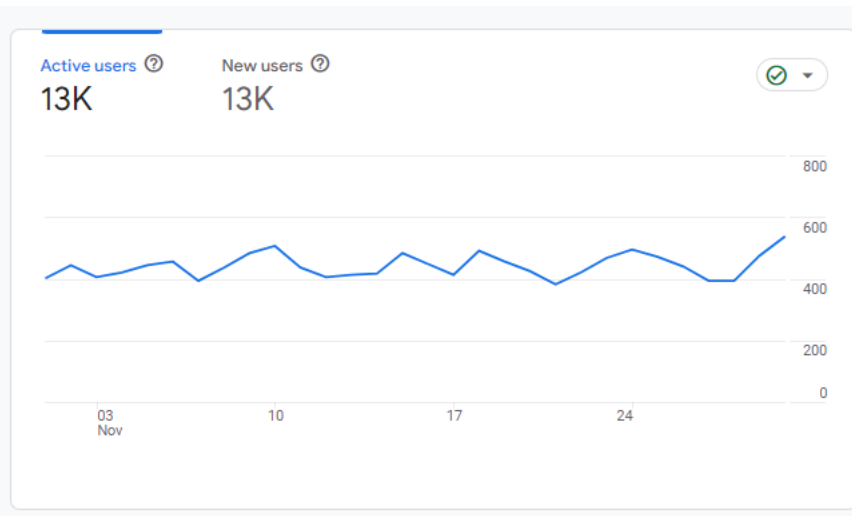
Visitor Center:

- Began distributing a limited-edition Christmas ornament to visitors
- Opened the Visitor Center on Saturdays from 10-3, beginning November 16.
- 284 Contacts in the Visitor Center (recorded). The busiest days for visitors were Saturday, with 61 visitors on 3 Saturdays, followed by Mondays with 43 visitors on those days.

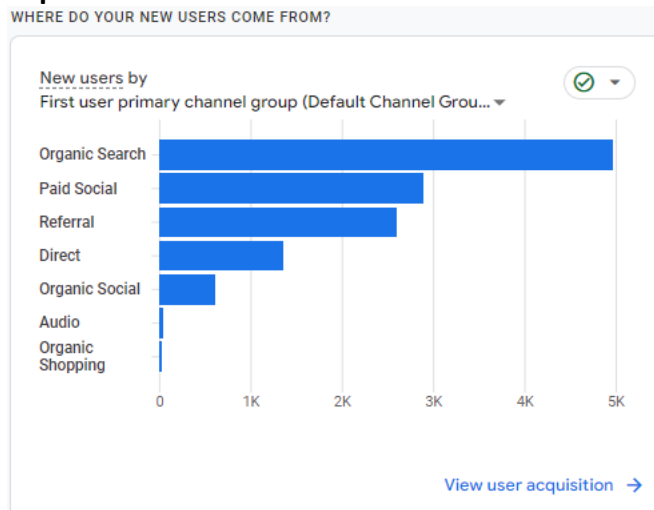
Website Analytics

- Our top visited page was Christmas in Palestine, by far – it was the referral link on all digital media advertising.
- Organic traffic was nearly 2x paid traffic.
- Traffic was steady all month, with nothing out of the ordinary to note.
- We are aware of a few “dead end” or 404 error pages, and are working through our entire site to address those issues. Many are a result of past events that were “deactivated” to avoid confusion. The link exists, but leads nowhere – we plan to reactivate and redirect those links, rather than deactivating.

Active Users all sources:



Top referral sources:



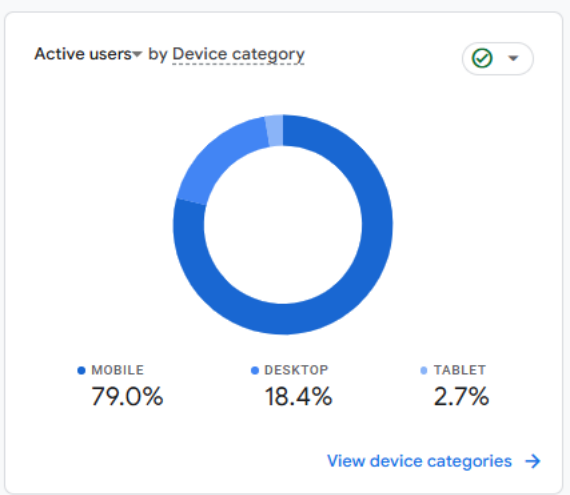
Users by City (top DMAs):

Plot rows		Search...						
	City		Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user
<input checked="" type="checkbox"/>	Total		12,729 100% of total	12,528 100% of total	7,312 100% of total	47.68% Avg 0%	0.57 Avg 0%	50s Avg 0%
<input checked="" type="checkbox"/>	1 Dallas		3,242	3,049	1,909	49.09%	0.59	49s
<input checked="" type="checkbox"/>	2 Houston		1,616	1,576	680	35.88%	0.42	35s
	3 (not set)		1,052	974	685	54.28%	0.65	58s
<input checked="" type="checkbox"/>	4 Palestine		423	359	412	63.19%	0.97	2m 54s
<input checked="" type="checkbox"/>	5 Austin		417	403	171	35.48%	0.41	25s
<input checked="" type="checkbox"/>	6 Fort Worth		358	347	135	31.76%	0.38	23s
<input type="checkbox"/>	7 San Antonio		131	122	58	40.28%	0.44	44s
<input type="checkbox"/>	8 Tyler		131	125	96	63.58%	0.73	57s
<input type="checkbox"/>	9 Chicago		92	87	68	59.13%	0.74	1m 03s
<input type="checkbox"/>	10 College Station		87	84	45	46.88%	0.52	25s

Top Pages:

Views by	
Page title and scree...	
PAGE TITLE AND S...	VIEWS
Christmas in Palesti...	8.9K
Visit Palestine	4.2K
Palestine, TX Events ...	945
404 Not Found	797
TEXAS STATE RAILR...	729
/p/things-to-do/even...	492
Davey Dogwood Park	291
.	
View pages and screens →	

Device Type:



Social Media Reporting:

Visit Palestine, TX Social Media Report

Facebook

Month of 11/01/2024 - 11/30/2024

TOP PERFORMING POST						
11/06/2024 - Christmas Flyer	Reach: 9,452	Impressions: 11,749	Interactions: 120	Reactions: 43	Comments: 13	Shares: 58
		Percentages				
REACH						
Total Reach	179,433	19.30%				
Reach Breakdown						
Followers	7,364	26.80%				
Non-Followers	167,797	20.90%				
Organic	28,584	53.50%				
Ads	150,536	64.90%				
FOLLOWERS						
Total Follows	21,677					
Follows	160					
Un-Follows	56					
Net Follows	104	39.20%				
DEMOGRAPHIC						
Women		Men				
18-24	0.90%	18-24	0.40%			
25-34	8.00%	25-34	2.90%			
35-44	17.20%	35-44	4.20%			
45-54	17.60%	45-54	4.00%			
55-64	17.30%	55-64	3.30%			
65+	20.00%	65+	4.20%			

Visit Palestine, TX Social Media Report

Instagram

11/01/2024 - 11/30/2024

TOP PERFORMING POST					
11/19/2024 - Pint & Barrel Promo		Reach: 734	Impressions: 763	Interactions: 68	Reactions: 66
			Percentages		
REACH					
Total Reach		2,967	3.90%		
Reach Breakdown					
	Organic	2,193	13.80%		
	Ads	813	124.00%		
FOLLOWERS					
Total Follows		8,074			
	Follows	254			
	Un-Follows	51			
Net Follows		203			
DEMOGRAPHIC					
Women			Men		
	18-24	2.60%	18-24	1.60%	
	25-34	15.90%	25-34	5.90%	
	35-44	26.30%	35-44	8.30%	
	45-54	17.00%	45-54	5.50%	
	55-64	8.10%	55-64	2.80%	
	65+	4.60%	65+	1.40%	
TOP CITIES		Percentage of Audience			
Palestine		12.40%			
Houston		6.20%			
San Antonio		3.80%			
Dallas		2.40%			



2024-2025 Campaign Summary

Nov 1, 2024 - Dec 2, 2024

Social Summary

With a 0.9% CTR benchmark for social campaigns, your campaign surpassed the standard by 101%. Additionally, All Clicks rose by 64%, Main Clicks by 49%, and Page Engagement increased by 53% since October 2024.

Impressions	Main Clicks	Clicks (All)	CTR (Main Clicks)	CTR (All Clicks)	Reactions	Saves	Shares	Comments	Page Likes	Page Engagement
235,387	4,271	11,227	1.81%	4.77%	1,020	49	146	43	19	5,548

Native Summary

For a Native campaign, the benchmark for Time on Site (TOS) is 40 seconds. Your campaign achieved an 82 second TOS, exceeding the standard by 105% and improving over last month's performance by 61%. Additionally, all key metrics are on the rise: Clicks increased by 410%, and 2+ Site Interactions surged by 424% compared to October 2024.

Impressions	Clicks	CTR	2+ Site Interactions	TOS (Time on Site)
499,131	3,447	0.69%	3,780	1m 22s

Total November 2024 Campaign Performance

Impressions

734,518

Clicks (All)

14,674

CTR (All)

2.00%

2+ Site Interactions

3,780

Page Engagements

5,548

TOS (Time on Site)

1m 22s



Nov 1, 2024 - Dec 2, 2024

Page Engagement
5,548

The line chart displays the Click-Through Rate (CTR) for main clicks over a period from November 1, 2024, to December 1, 2024. The y-axis represents the CTR percentage, ranging from 0% to 3% in 1% increments. The x-axis shows dates at two-day intervals. The CTR starts at approximately 1.4% on Nov 1, peaks at 2.0% on Nov 3, and then fluctuates between 1.3% and 2.6% for the remainder of the period, ending at approximately 2.2% on Dec 1.

Date	CTR (Main Clicks)
Nov 1, 2024	1.4%
Nov 3, 2024	2.0%
Nov 5, 2024	1.8%
Nov 7, 2024	1.3%
Nov 9, 2024	1.6%
Nov 11, 2024	1.5%
Nov 13, 2024	1.9%
Nov 15, 2024	1.7%
Nov 17, 2024	2.0%
Nov 19, 2024	2.0%
Nov 21, 2024	2.4%
Nov 23, 2024	2.2%
Nov 25, 2024	2.0%
Nov 27, 2024	2.0%
Nov 29, 2024	1.8%
Dec 1, 2024	1.5%
Dec 3, 2024	2.0%
Dec 5, 2024	2.2%
Dec 7, 2024	1.6%
Dec 9, 2024	2.2%

4.77%

Map of Mexico showing the number of clicks for the word "Mexico" by state. The map uses a green color scale where darker shades represent higher click counts. The Gulf of Mexico is to the east. Surrounding countries and states are labeled: Colorado, Kansas, Missouri, Oklahoma, Arkansas, Mississippi, Louisiana, Texas, New Mexico, Chihuahua, Coahuila, Nuevo Leon, Durango, and Tamaulipas. A Google logo is in the bottom left, and a legend at the bottom shows "Clicks (All)" with a range from 0 to 4,415.

Age Group	Impressions	Main Clicks	CTR (Main Clicks)
25-34	~15,000	~1,000	1.15%
35-44	~25,000	~1,500	1.42%
45-54	~40,000	~2,000	1.49%
55-64	~70,000	~3,000	1.66%
65+	~85,000	~4,000	2.33%

Impressions Main Clicks CTR (Main Clicks)

200K 150K 100K 50K 0

3% 2% 1% 0%

female male unknown

1.9% 1.55% 2.08%

Category	Impressions	Main Clicks	CTR (Main Clicks)
female	~175K	~3.3K	1.9%
male	~60K	~0.9K	1.55%
unknown	~2K	~0.4K	2.08%



Social Creative - Oct 16-Dec 2, 2024

Nov 1, 2024 - Dec 2, 2024



Unwrap the Magic of Palestine, TX_Santa
5.02% CTR (All)

Unwrap the Magic of Palestine, TX_Train
4.72% CTR (All)



Visit Palestine, Texas
Sponsored · 

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



VISITPALESTINE.COM

Unwrap the Magic of Palestine, TX
Plan Your Visit Today

[Learn more](#)

 Like

 Comment

 Share



Visit Palestine, Texas
Sponsored · 

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



VISITPALESTINE.COM

Unwrap the Magic of Palestine, TX
Plan Your Visit Today

[Learn more](#)

 Like

 Comment

 Share



NATIVE PERFORMANCE

Nov 1, 2024 - Dec 2, 2024

Impressions
499,131

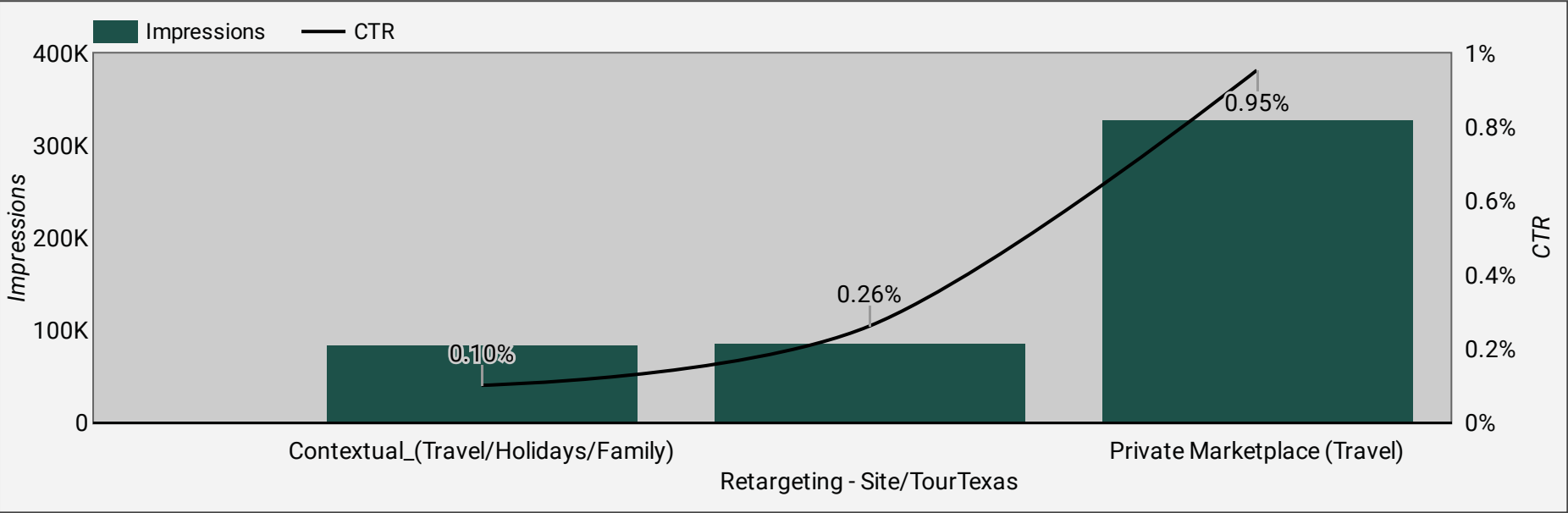
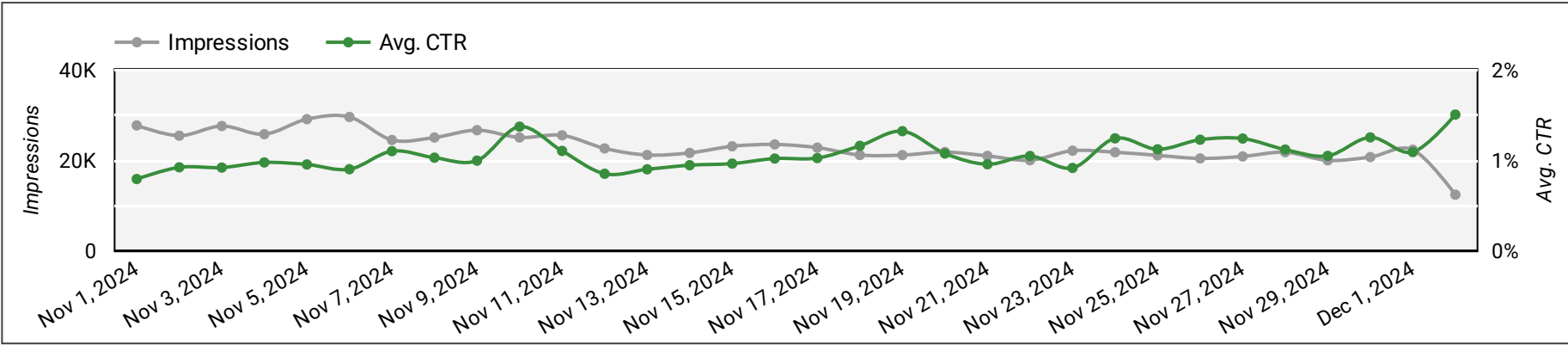
Clicks
3,447

CTR
0.69%

2+ Site Interactions
3,780

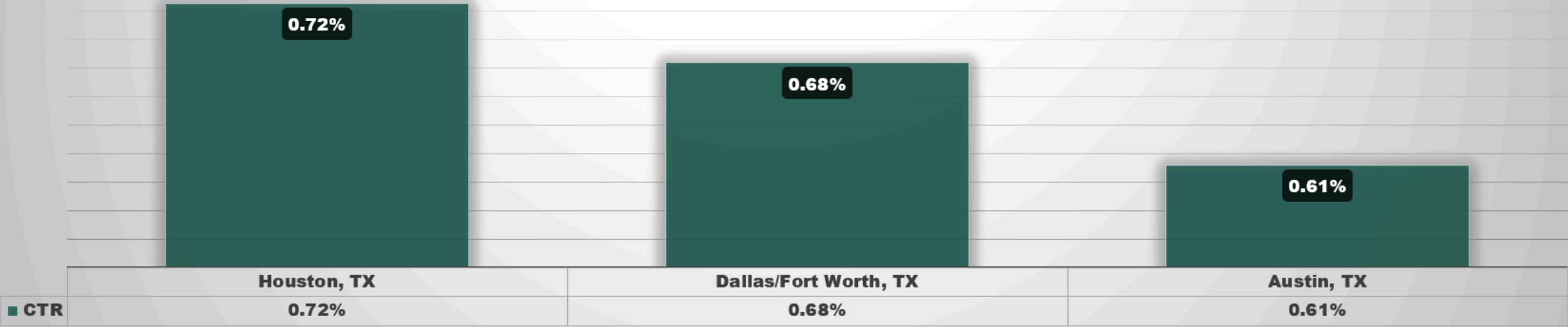
TOS (Time on Site)
1m 22s

Strategy	Impressions	Clicks	CTR ▾
Private Marketplace (Travel)	328,617	3,137	0.95%
Retargeting - Site/TourTexas	85,658	224	0.26%
Contextual_(Travel/Holidays/Family)	84,856	86	0.10%
Grand total	499,131	3,447	0.69%



Campaign	Creative	Impressions	Clicks	CTR ▾
Palestine_Native_Oct 16-Dec 2, 2024	Visit Palestine_Native Oct-Dec 24_1200x627 _Grinch	128,554	1,433	1.11%
Palestine_Native_Oct 16-Dec 2, 2024	Visit Palestine_Native Oct-Dec 24_1200x627_Tree	195,170	1,506	0.77%
Palestine_Native_Oct 16-Dec 2, 2024	Visit Palestine_Native Oct-Dec 24_600x600_Train	123,647	431	0.35%
Palestine_Native_Oct 16-Dec 2, 2024	Visit Palestine_Native Oct-Dec 24_600x600_Santa	51,760	77	0.15%
Grand total		499,131	3,447	0.69%

Top DMA's by CTR





Native Creative - Oct 16-Dec 2, 2024

Nov 1, 2024 - Dec 2, 2024

Visit Palestine_Native Oct-Dec 24_ 1200x627 _Grinch

1.11% CTR



Visit Palestine TX

Unwrap the Magic of Palestine, TX

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

Visit Palestine_Native Oct-Dec 24_ 600x600_Santa

0.15% CTR



Visit Palestine TX

Unwrap the Magic of Palestine, TX

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

Visit Palestine_Native Oct-Dec 24_ 600x600_Train

0.35% CTR



Visit Palestine TX

Unwrap the Magic of Palestine, TX

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

Visit Palestine_Native Oct-Dec 24_1200x627_Tree

0.77% CTR



Visit Palestine TX

Unwrap the Magic of Palestine, TX

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

Native URL ▾

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

1 - 1 / 1 < >



TOURISM REPORT – DECEMBER 2024

Hotel Occupancy Income Tax Collected/STR Reporting

	December 2024	December 2023	+/- to Last Year	Year-to-Date
Occupancy	52.1%	56.4	-7.6%	+9.7%
Average Daily Rate (ADR)	\$98.01	\$90.45	+8.4%	+5.5%
Revenue Per Avail. Room (RevPAR)	\$51.11	\$51.02	+0.2%	+15.8%
Revenue	\$1,151,802	\$1,149,911	+0.2%	+15.8%

*Census includes 8 hotels, 727 rooms. (8 of 12 hotels reporting or 66.7% of the market)

Accomplishments, Activities & Successes

- **Palestine named one of the top-6 “Small Town Christmases Worth the Drive”**
- **Christmas in Palestine – the Visitor Center was open every Saturday to provide information to visitors during the busy Christmas season.**
- **Completed Wayfinding phase 1**
- **Recorded a Christmas in Palestine commercial (and raw footage) to be used for future promotions.**

Marketing:

- Coordinated Palestine Christmas experience package for the winner from the State Fair of Texas
- Submitted early spring 2025 advertising
- Developed a work plan to update the Visit Palestine website
- Assisted Main Street with Parade of Lights

Main Street

- Organization & promotion of Christmas on Main & Parade of Lights
- Coordination services for the Downtown Revitalization Project, including preparations to move to Phases 3&4
- Coordination services for the Railroad Heritage Center exterior remodel (project funded by a Community Development Grant from PEDC)
- Downtown Palestine now offers the Safe Haven Baby Box

Visitor Center:

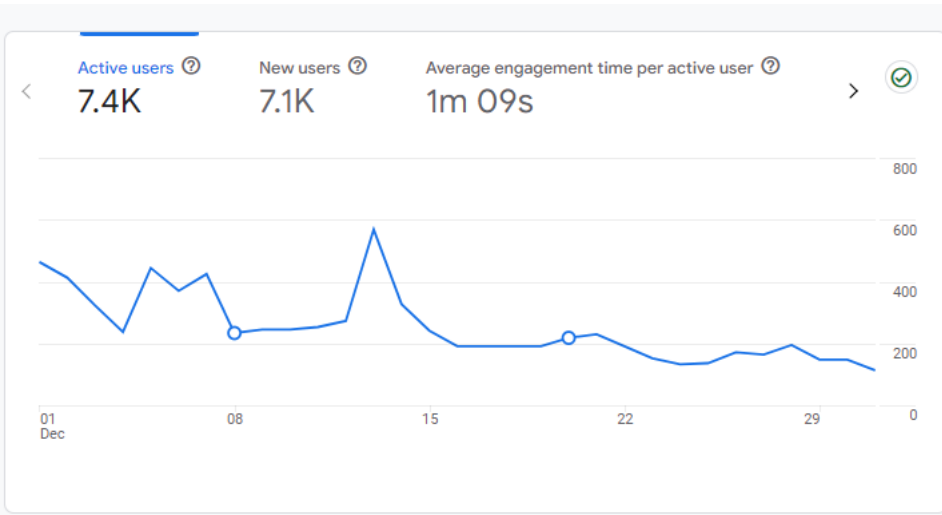
- Hosted open house for the Chamber of Commerce Holiday Tour of Homes

- At least 538 contacts in the Visitor Center. The day of the week with the highest number of visitors was Saturday with 154 total visitors, followed by Friday with only 58 people visiting on that day during the month of December.

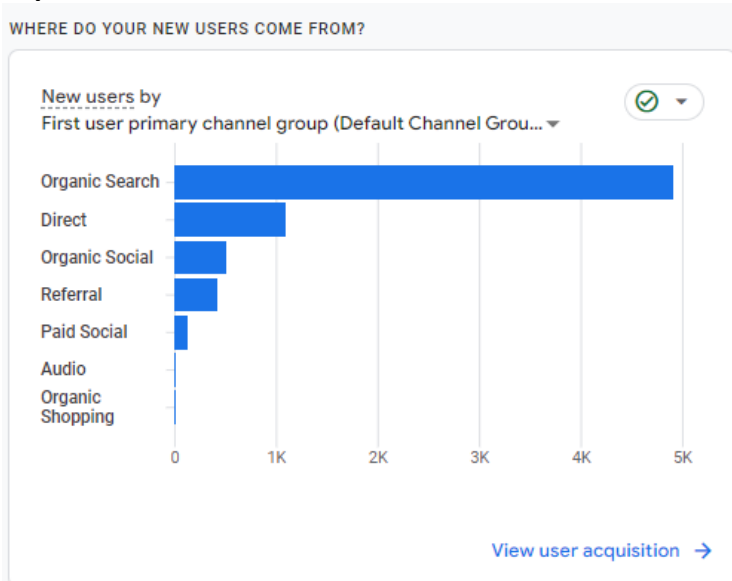
Website Analytics

- Traffic was down from the month prior, due to lack of paid social media advertising; however, organic traffic was up from November 2024.
- Dallas, Houston and Fort Worth continue to be our largest Markets for visitors.
- We saw traffic spikes for a few days prior to December 7, which was the original day for our Christmas Parade of Lights, and again on December 13, which was the rescheduled day of the parade, due to inclement weather.

Active Users all sources:



Top referral sources:



Users by City (top markets):

Plot rows

Search...

	City	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user
<input checked="" type="checkbox"/>	Total	7,351 100% of total	7,082 100% of total	5,584 100% of total	58.69% Avg 0%	0.76 Avg 0%	1m 09s Avg 0%
<input checked="" type="checkbox"/>	1 Dallas	2,243	2,062	1,748	58.19%	0.78	1m 06s
	2 (not set)	782	687	579	60.19%	0.74	1m 04s
<input checked="" type="checkbox"/>	3 Palestine	530	448	487	61.03%	0.92	1m 38s
<input checked="" type="checkbox"/>	4 Houston	460	437	344	60.35%	0.75	1m 12s
<input checked="" type="checkbox"/>	5 Fort Worth	180	160	126	58.88%	0.70	1m 04s
<input checked="" type="checkbox"/>	6 Austin	140	133	101	62.73%	0.72	1m 16s
<input type="checkbox"/>	7 Tyler	108	106	89	71.77%	0.82	1m 01s
<input type="checkbox"/>	8 The Woodlands	79	64	54	56.84%	0.68	59s
<input type="checkbox"/>	9 New York	68	64	24	30.77%	0.35	42s
<input type="checkbox"/>	10 Atlanta	57	45	39	58.21%	0.68	1m 08s

Top Pages:

Views by

Page title and screenshot

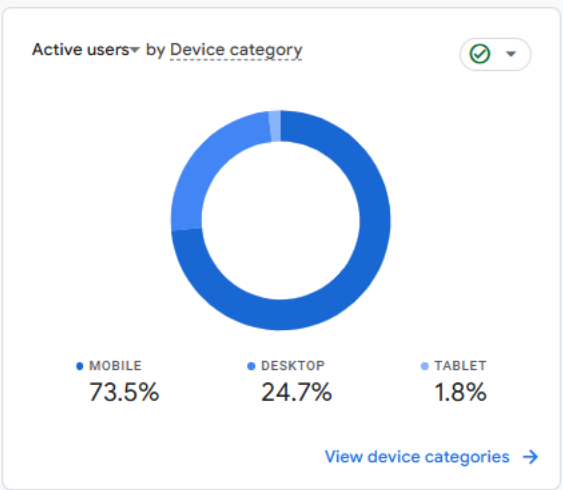
PAGE TITLE AND SCREENSHOT

VIEWS

Visit Palestine	4K
Christmas in Palestine	1.9K
Unwrap a Small Town	1.2K
Palestine, TX Events	1.1K
Palestine, TX Events	971
TEXAS STATE RAILROAD	633
/p/things-to-do/evening	572

View pages and screens

Device Type:



Social Media Reporting:

Visit Palestine, TX Social Media Report						
Facebook						
Month of 12/01/2024 - 12/31/2024						
TOP PERFORMING POST						
12/09/2024 - WGOIP	Reach: 5,471	Views: 10,367	Interactions: 45	Reactions: 16	Comments: 8	Shares: 21
		Percentages				
REACH						
Total Reach	27,447	84.70%				
Reach Breakdown						
Followers	5,477	25.60%				
Non-Followers	22,408	86.60%				
Organic	19,026	33.40%				
Ads	9,620	93.60%				
VIEWS						
Total Views	105,298	69.10%				
Followers	48%	182.40%				
Non-Followers	52%	37.30%				
Organic	90%	164.70%				
Ads	10%	84.80%				
FOLLOWERS						
Total Follows	21,708					
Follows	100					
Un-Follows	50					
Net Follows	50	51.90%				
DEMOGRAPHIC						
Women			Men			
18-24	0.90%		18-24	0.40%		
25-34	7.90%		25-34	2.90%		
35-44	17.10%		35-44	4.20%		
45-54	17.60%		45-54	3.90%		
55-64	17.40%		55-64	3.30%		
65+	20.10%		65+	4.30%		

Visit Palestine, TX Social Media Report

Instagram

12/01/2024 - 12/31/2024

TOP PERFORMING POST						
12/03/2024 - Happy Trails Promo		Reach: 840	Views: 1,026	Interactions: 40	Reactions: 32	Comments: 3
			Percentages			
REACH						
Total Reach		2,344	21.00%			
Reach Breakdown						
Organic	2,307	5.20%				
Ads	30	96.30%				
VIEWS						
Total Views		10,569	1.00%			
Organic	100%	11.10%				
Ads	0%	100.00%				
FOLLOWERS						
Total Follows		8,082				
Follows	65	74.40%				
Un-Follows	54	5.90%				
Net Follows		11				
DEMOGRAPHIC						
Women			Men			
	18-24	2.60%	18-24	1.60%		
	25-34	15.60%	25-34	5.80%		
	35-44	26.40%	35-44	8.40%		
	45-54	17.10%	45-54	5.50%		
	55-64	8.10%	55-64	2.90%		



Agenda Date: February 10, 2025
To: City Council
From: Susan Davis, Planning Technician
Agenda Item: Development Services Report for January 2025
Date Submitted: 02/03/2025

SUMMARY:

Development Services Report for January 2025.

RECOMMENDED ACTION:

No action necessary.

CITY MANAGER APPROVAL:

Attachments

Department Report



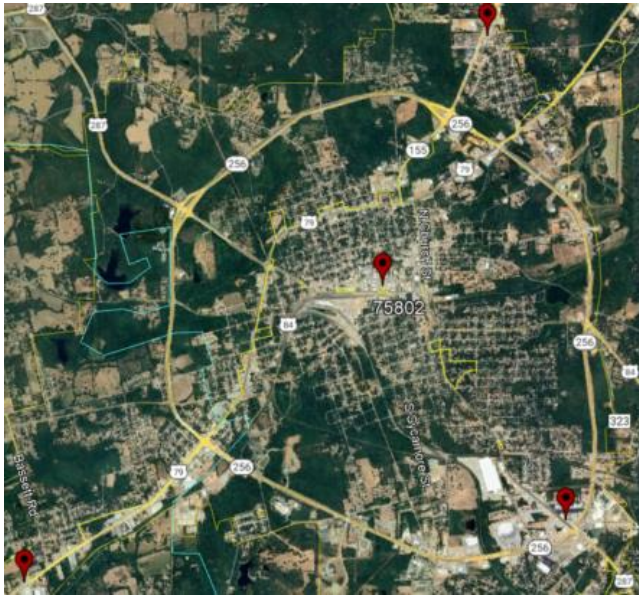
**DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
JANUARY 1-31, 2025**

PERMITTING TOTALS

BUILDING and LICENSE PERMITS

Permit Type	January Permit Count	January Permit Fees	Permit Count / Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	16	\$17,938.03	47	\$140,834.03
CERTIFICATE OF OCCUPANCY	4	\$280	22	\$1,650
DRIVEWAY	1	\$50	3	\$150
FENCE	2	\$50	6	\$300
ROOFING	1	\$52.50	17	\$1,288.17
DEMOLITION	3	\$300	11	\$675
RIGHT OF WAY	1	\$250	4	\$1,550
COMMERCIAL ELECTRICAL	6	\$753.95	14	\$1,803.95
RESIDENTIAL ELECTRICAL	9	\$945	63	\$8,064
MECHANICAL	2	\$210	6	\$630
GAS TEST	5	\$525	32	\$3,360
PLUMBING	7	\$630	19	\$1,928
SIGN	2	\$100	10	\$700
SPECIFIC USE	1	\$300	3	\$525
CONTRACTOR LICENSE	8	\$1,000	25	\$3,125
HEALTH PERMITS	31	\$9,000	75	\$18,850
ZONING VERIFICATION LETTERS	1	\$30	4	\$120
PLAT	2	\$351	7	\$1,351
COMMERCIAL FILMING	0	0	1	\$0
Totals:	102	\$32,815.48	269	\$186,904.15

CERTIFICATE OF OCCUPANCY ISSUED Name	Address	Description
BRETT STANFIELD INSURANCE	2040 CROCKETT RD STE 102	INSURANCE SALES OFFICE
DA KICK BACK	112 W OAK ST	EVENT CENTER
TIRE STORE SERVICE CENTER	2420 HWY 155	TIRE SHOP
REYNALDO ORDONEZ	4405 W OAK ST	CLEAN AND SHOW ONLY

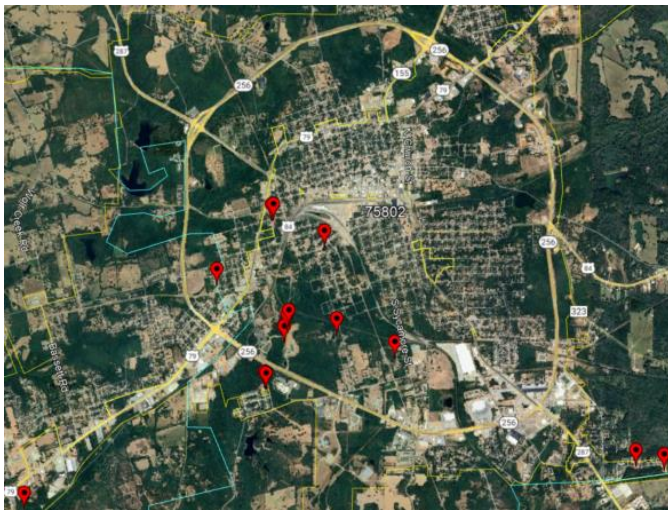


PERMITTING PROJECTS / NEW BUSINESS OCCUPANCIES

RESIDENTIAL CONSTRUCTION IN PROGRESS

Address	Square Feet	Estimated Value
404 Cedarvale	4400	\$200,000
108 Elmwood Cir.	3295	\$225,000
110 Elmwood Cir.	3295	\$225,000
5475 W Oak St	Unknown	\$150,000
108 Cartmell Dr	2379	\$212,000
114 Richland Dr	3297	\$375,000
510 W Hamlett St	936	\$130,000
502 W Hamlett St	936	\$130,000
199 Victory St	1304	\$72,000
1613 S Magnolia St-Duplex	4800	\$200,000

1305 Cummins-Duplex	1960	\$175,000
103 Holly Tree	3970	\$275,000
800 Giraud-Duplex	2448	\$260,000
117 Cartmell Dr	2355	\$210,000
121 Cartmell Dr	2355	\$210,000
107 Cartmell Dr	2355	\$210,000
Total		\$3,259,000



COMMERCIAL CONSTRUCTION UNDER REVIEW

Name	Address	Description
GRACE & TRUTH	924 N ESPLANADE	ADDITION
FOXHOUSE	3814 W OAK ST	DECK ADDITION
FOODIE RUSH	1103 E PALESTINE AVE	REMODEL
REDEEMED CHRISTIAN CHURCH OF GOD	4101 N LOOP 256	NEW BUILD CHURCH
DOMINO'S PIZZA	3913 W OAK ST	FINISH OUT FOR NEW TENANT

BUREAU VERITAS SUBMISSIONS

Project	Status
DOGWOOD CAFE	PENDING-AWAITING RESPONSE TO COMMENTS
TEXAS ONCOLOGY	APPROVED-PERMIT ISSUED
TRISTAR #20	APPROVED-WAITING FOR CUSTOMER TO PULL PERMIT

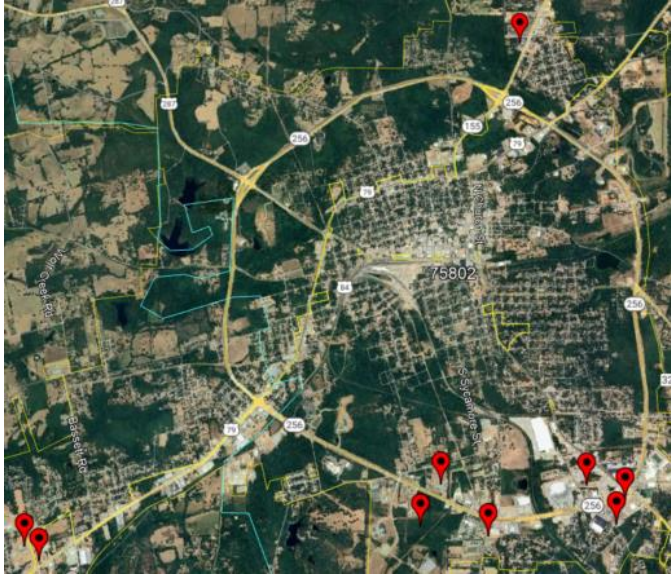


**DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
JANUARY 1-31, 2025**

TRISTAR #19	APPROVED-WAITING FOR CUSTOMER TO PULL PERMIT
FOODIE RUSH	PENDING SUBMITTERS' RESPONSE TO COMMENTS
FOXHOUSE DECK ADDITION	PENDING SUBMITTERS' RESPONSE TO COMMENTS
REDEEMED CHRISTIAN CHURCH OF GOD	PENDING SUBMITTERS' RESPONSE TO COMMENTS
HIDDEN HILLS SUBDIVISION	MAJOR PLAT-SUBDIVISION CIVIL REVIEW
199 VICTORY ST	NEW BUILD SINGLE FAMILY RESIDENCE
118 CARTMELL	NEW BUILD SINGLE FAMILY RESIDENCE

COMMERCIAL CONSTRUCTION IN PROGRESS

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



DEMOLITIONS

OWNER/CITY DEMOLISHED	ADDRESS
OWNER DEMOLISHED	616 DORRANCE ST
OWNER DEMOLISHED	813 COTTAGE ST





Agenda Date: February 10, 2025
To: City Council
From: Shannon Davis, Fire Department Chief
Agenda Item: Monthly Fire Report
Date Submitted: 02/05/2025

SUMMARY:

Monthly Incident Report January 2025

RECOMMENDED ACTION:

No action required

CITY MANAGER APPROVAL:

Attachments

Fire Report



Monthly Call Report - 2025

INCIDENT TYPE	COL_1
100 - Fire, other	1
111 - Building fire	3
143 - Grass fire	1
154 - Dumpster or other outside trash receptacle fire	1
311 - Medical assist, assist EMS crew	109
320 - Emergency medical service incident, other	28
322 - Motor vehicle accident with injuries	4
324 - Motor vehicle accident with no injuries.	7
400 - Hazardous condition, other	1
410 - Combustible/flammable gas/liquid condition, other	1
411 - Gasoline or other flammable liquid spill	1
412 - Gas leak (natural gas or LPG)	1
440 - Electrical wiring/equipment problem, other	1
444 - Power line down	1
460 - Accident, potential accident, other	1
500 - Service Call, other	2
510 - Person in distress, other	1
540 - Animal problem, other	1
550 - Public service assistance, other	7
553 - Public service	1
561 - Unauthorized burning	4
600 - Good intent call, other	3
611 - Dispatched & canceled en route	8
651 - Smoke scare, odor of smoke	1
700 - False alarm or false call, other	15
740 - Unintentional transmission of alarm, other	2
Total	206



Agenda Date: February 10, 2025
To: City Council
From: Ana Sanchez, Library Director
Agenda Item: January 2025 Library Monthly Report
Date Submitted: 02/03/2025

SUMMARY:

Review the Library Director's report, including statistics and charts usage report for January 2025. Included is the February 2025 Calendar of Events. PAVE registered 14 new GED students on January 27th and 29th. Evening classes began Monday, February 3rd. Morning and evening classes are held in the Redlands Annex from 10:00 a.m. to 1:00 p.m. and 5:30 p.m. to 8:00 p.m. For more information, contact PAVE of East Texas at 903-533-0330 or visit their website <https://www.paveetx.org>.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

JAN25ST
JAN25CH
FEB25CAL

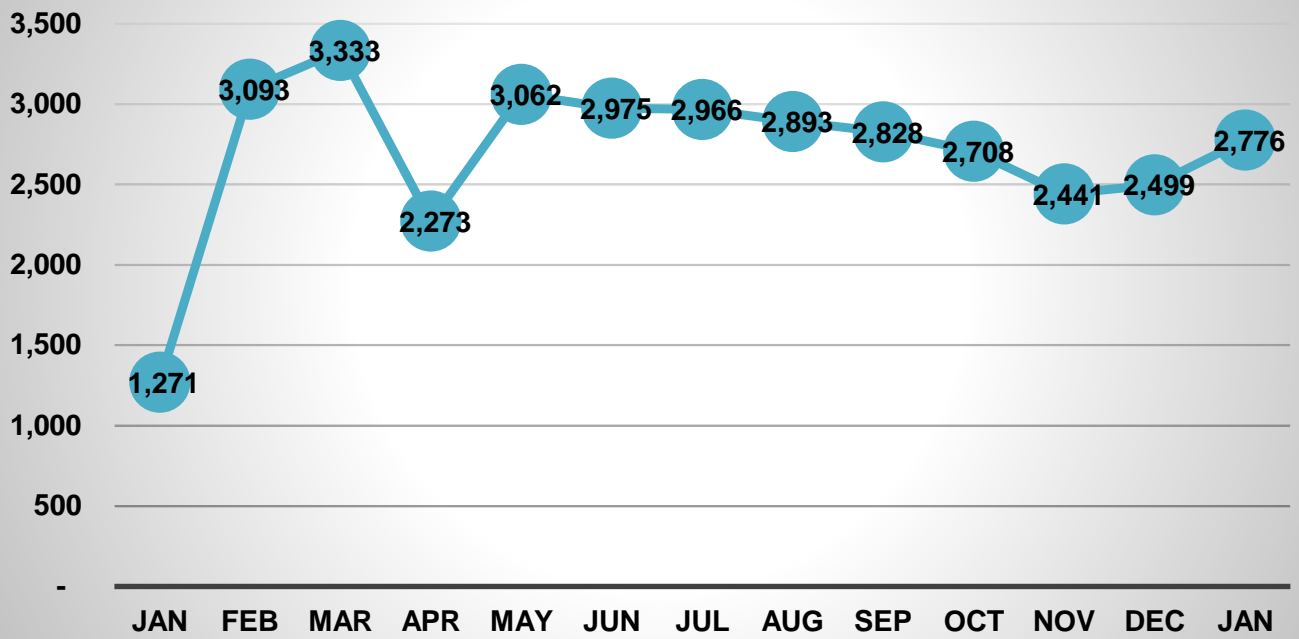
Library Usage Report

Operating Statistics	2024												2025	TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	
Items circulated-Physical Materials (includes check out, check in, renewals, in-house)	5,750	6,186	5,391	5,803	5,730	7,205	6,924	6,093	5,141	4,788	4,893	4,449	4,769	73,122
Print	4,750	5,116	4,462	4,978	4,817	6,245	5,865	5,183	4,199	3,917	3,470	3,609	3,770	60,381
Audio	317	294	190	150	180	189	157	126	141	144	119	122	113	2,242
Video	683	776	739	675	733	771	902	784	801	727	522	718	886	9,717
Downloadable audio/ebook usage	1,271	3,093	3,333	2,273	3,062	2,975	2,966	2,893	2,828	2,708	2,441	2,499	2,776	35,118
Total Circulation Transactions	7,021	9,279	8,724	8,076	8,792	10,180	9,890	8,986	7,969	7,496	6,552	6,948	7,545	99,913
Downloadable checkouts as % of total checkouts	18.10%	33.33%	38.20%	28.15%	34.83%	29.22%	29.99%	32.19%	35.49%	36.13%	37.26%	35.97%	36.79%	35.15%
In-House Use	355	501	414	387	501	568	440	359	253	361	340	359	413	5,251
Holds placed on items	38	50	19	24	30	29	35	32	23	24	37	20	28	389
Fines paid	\$708.08	\$774.30	\$523.99	\$ 460.91	\$ 638.84	\$ 671.99	\$ 708.70	\$ 377.99	\$ 329.46	\$ 343.19	\$ 266.84	\$ 479.05	\$ 406.52	6,690
Overdue notices sent	172	194	125	143	202	286	426	279	240	308	192	123	86	2,776
Items added	70	242	89	72	60	75	67	52	32	74	49	64	93	1,039
Items deleted	111	350	378	276	11	8	191	234	184	4	18	24	12	1,801
New library cards issued	93	82	89	85	102	145	105	77	85	74	64	53	100	1,154
Reference questions answered	1,374	1,754	1,595	1,704	1,491	1,793	1,631	1,325	1,071	1,037	782	880	1,139	17,576
Interlibrary Loan Borrow/Loan	18	17	9	26	10	6	6	13	10	15	11	10	11	162
Library visits	1,476	2,375	2,622	2,971	2,906	3,443	3,033	2,668	2,368	2,757	2,216	2,290	2,510	33,635
Youth/Family programs attendance	69	174	290	416	394	1,141	77	75	190	238	252	137	183	3,636
Adult programs attendance	62	47	67	316	43	29	50	51	78	153	83	229	77	1,285
Computer usage	391	368	519	522	470	546	511	427	476	480	347	459	527	6,043
Wireless usage	3,748	2,988	2,722	3,061	4,034	5,937	6,357	4,771	3,789	7,415	8,172	6,425	7,059	66,478

Program Attendance	
Youth-Passive	10
Youth -Active	170
Total	180
Teen-Passive	0
Teen Active	3
Total	3
Adult-Passive	0
Adult Active	77
Total	77
Total Programs Attendance	260

GED Class attendance 34
GED Registration attendance 17

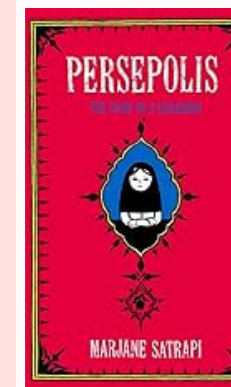
Downloadable E-content



FEBRUARY 2025

SUNDAY CLOSED	MONDAY 10-6	TUESDAY 10-6	WEDNESDAY 10-6	THURSDAY 10-7	FRIDAY 10-6	SATURDAY 10-1
						1 Tai Chi 10:00AM
2	3 Open Play 1-2:30 Lego Block Party 4:30-5:30	4 Stitched with Love 10-12	5 Storytime 10:30 & 1:00	6 Art Night 5:30-6:30 in Youth	7 Device Advice 10-11 Felt Valentine Craft 4-6pm	8 Tai Chi 10:00AM Paper Craft 10:30-12:30
9	10 Chess Meet-Up 4-5:45	11 Stitched with Love 10-12 Valentine Crafts 4-6pm	12 Storytime 10:30 & 1:00	13 Teen Night D&D 5:30-7:00 @ Annex	14 Device Advice 10-11 Family Movie 4-6pm	15 Closed
16	17 Closed Presidents' Day	18 Stitched with Love 10-12	19 Storytime 10:30 & 1:00	20 Craft Night 5-7PM Brown Bag Lunch book talk@Noon	21 Device Advice 10-11	22 Tai Chi 10:00AM
23	24	25 Stitched with Love 10-12	26 Storytime 10:30 & 1:00	27 Teen Night D&D 5:30-7:00 @ Annex	28 Device Advice 10-11	Tai Chi Meeting at Muscle Madness Gym 99 Chestnut St Saturdays @ 10:00 AM

NOTES



February's
brown-bag
book talk
choice
Persepolis by
Marjane Satrapi

February 20th
Craft Night
(bracelet making)
5:00-7:00
in Youth



Agenda Date: February 10, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: January 2025 Municipal Court Monthly Report
Date Submitted: 02/06/2025

SUMMARY:

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

- January's case volume (charges filed) and revenue increased from the previous fiscal year, as shown in the attached activity graphs.
- 137 warrants were issued.
- 86 warrants were cleared.
- 2 trials were conducted.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

January 2025 Monthly Report

City of Palestine
Official Municipal Court Monthly Report
Month of January 2025

		Traffic Misdemeanors		Non-Traffic Misdemeanors		Total
		Non-Parking	Parking	State Law	Ordinance	
1	New Cases Filed During Month	243	1	48	27	319

<u>Caseload Reporting - Primary Activity of the Court</u>	
---	--

2	<u>Dispositions Prior to Trial:</u>					
A	Bonds Forfeited	0	0	0	0	0
B	Fined	65	1	21	3	90
C	Cases Dismissed	2	0	2	0	4
	Total Dispositions Prior to Trial	67	1	23	3	94

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

A	Plea of Guilty or Nolo Contendere	99	0	20	9	128
B1	Guilty by Judge	1	0	0	0	1
B2	Not Guilty by Judge	0	0	0	0	0
C1	Guilty by Jury	0	0	0	0	0
C2	Not Guilty by Jury	0	0	0	0	0
D	Dismissed at Trial	4	0	6	3	13
	Total Dispositions at Trial	104	0	26	12	142

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

A	After Driver Safety Course	13	0	0	0	13
B	After Deferred Disposition	8	0	0	1	9
C	After Proof of Financial Responsibility	3	0	0	0	3
D	Compliance Dismissal	66	0	1	0	67
	Total Categorized Dismissals	90	0	1	1	92

5	Community Service Ordered:	0	0	16	0	16
---	-----------------------------------	---	---	----	---	----

6	Cases Appealed	0	0	0	0
	Totals 2,3,4,5	261	1	66	344

Warrant Activity	
------------------	--

7	<u>Total Warrants Issued</u>	137		<u>Value of Warrants Issued</u>		\$51,084.40
8	<u>Total Warrants Cleared</u>	86		<u>Value of Warrants Cleared</u>		\$30,580.43

Juvenile Activity and Other Magistrate Functions	
--	--

9	Juvenile Activity				
A	ABC Code Offenses (Non-Driving)	1		10. DL Suspension Hearings	0
B	DUI Alcohol	0		11. Property Hearings	0
C	Health and Safety Code (Tobacco)	2		12. Search Warrants Issued	0
D	Transportation Code	0		13. Total Magistrate Warnings Given	29
E	Non-Traffic Offenses	0		A. Class C Misdemeanors Only	29
F	Waive Jurisdiction on Non-Traffic	0		B. Felonies/A and B Misdemeanors	0
G	Drug Paraphernalia	0			
				Total Court Fines and Fees	\$ 52,154.53

The Total Court Fine and Fees amount includes both City Revenue and State Revenue.		
--	--	--

City of Palestine Municipal Court Activity Report - FY 2024 - 2025

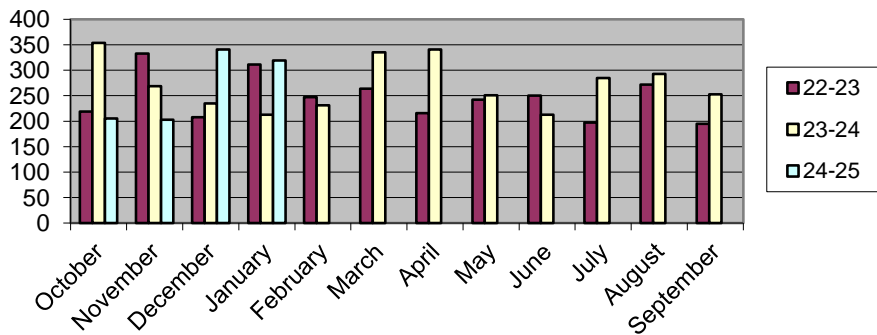
Charges Filed All Tickets and Other Complaints

	22-23	23-24	24-25
October	219	354	205
November	333	269	203
December	208	235	341
January	311	213	319
February	247	231	
March	264	335	
April	216	341	
May	242	251	
June	250	213	
July	197	285	
August	272	293	
September	195	253	
Total	2954	3273	1068

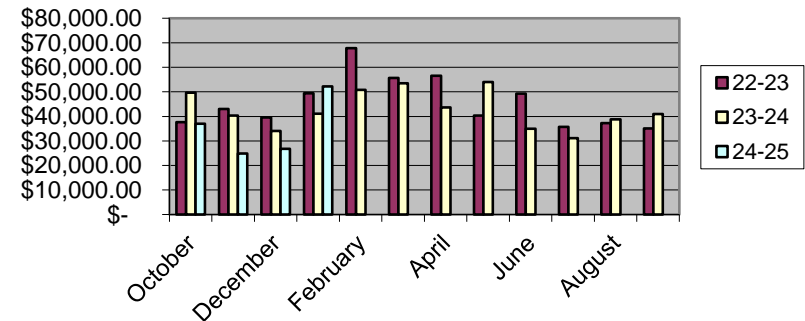
Revenue

	22-23	23-24	24-25
October	\$ 37,620.46	\$ 49,619.84	\$ 37,033.64
November	\$ 43,003.81	\$ 40,377.93	\$ 24,876.73
December	\$ 39,549.76	\$ 34,022.00	\$ 26,746.80
January	\$ 49,458.48	\$ 41,034.04	\$ 52,154.53
February	\$ 67,843.30	\$ 50,782.19	
March	\$ 55,648.71	\$ 53,497.58	
April	\$ 56,502.49	\$ 43,584.43	
May	\$ 40,308.43	\$ 54,059.13	
June	\$ 49,331.30	\$ 34,928.90	
July	\$ 35,699.02	\$ 31,068.54	
August	\$ 37,304.07	\$ 38,726.26	
September	\$ 35,107.46	\$ 40,918.55	
Total	\$ 547,377.29	\$ 512,619.39	\$ 140,811.70

Charges Filed in Municipal Court

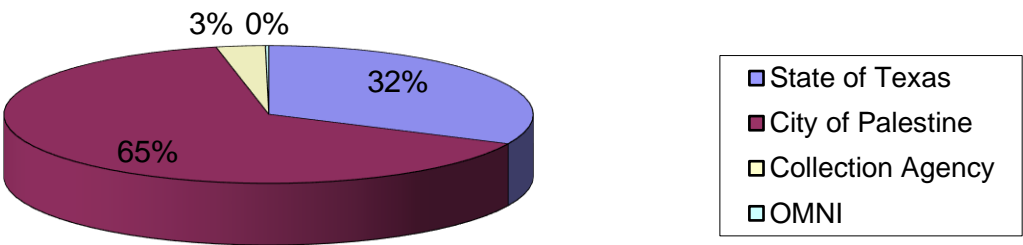


Revenue By Month



Where the Money Goes:

State of Texas	\$	16,712.62
City of Palestine	\$	33,773.03
Collection Agency	\$	1,560.03
OMNI	\$	108.75
Total Collections		\$ 52,154.43





Agenda Date: February 10, 2025
To: City Council
From: Patsy Smith, Parks and Recreation Director
Agenda Item: January Monthly Report
Date Submitted: 02/04/2025

SUMMARY:

January 2025 Parks and Recreation/Facility Maintenance Monthly Report

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

Jan Monthly 2025

Parks and Recreation Department

January 2025

Overview

The Parks and Recreation Department incorporates the following divisions.

Parks
Cemeteries
Lakes
Facilities Maintenance

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

Administration

- Prepared timesheets and turned in invoices for month
- Did monthly report for month of December for council meeting
- Met with parks and wildlife to do survey on fishing in city lakes
- Went to Blue Lake and handed out bait for Trout Fishing Day
- Met with Cody with CW Texas Fireworks to discuss him doing fireworks for city
- Repaired rips in two inflatables that were out on display at library
- Met with Fastenal to get delivery of water to warehouse
- Took two phone calls from two citizens wishing to know limit on trout at Blue Lake, they were advised to follow TPWD rules and regs
- Attended staff meeting at 10 AM 1-9-25
- Met with Oncor, Mary Ann, J&K Electrical at farmers market to discuss electrical being moved
- Began putting together 3' letters for MLK float for council
- Cut out silhouettes for float out of coroplast
- Met with Collen in streets to get two decals made for float
- Met with Mike with Lion's Club to get a new check for the trout at Blue Lake and discussed being a sponsor again for next year
- Met with Collen in Streets to have a metal sign made for overhead door at fleet to not block door
- Installed two decals on float with assistance from Casey CM Asst.
- Painted 2 sets of 3' letters for MLK and bracketed onto trailer platform
- Painted arches on trailer in between foil curtains
- Casey helped to paint letters for I Have A Dream and silhouette's for float
- Met with CR on getting drop receivers for all new trucks due to trailers not being level when pulled
- Met with Bill Kiml from Rotary regarding new project for Upper Lake this year

- Attended council meeting on Monday 1-13-25
- Asst. Director and I met at Calhoun Park to discuss location of placement for playground equipment
- Attended bi-weekly meeting for cemetery mapping and sent email to team on discussion for meeting
- Put skirting on bottom of float for MLK parade
- Went with facilities to change out bulbs in basement area of museum
- Met with Mike in Streets to get estimate for gravel to be dropped at Upper Lake for Rotary project
- Did quick repair to MLK float due to wind damage
- Followed parks guy to courthouse for MLK parade
- Met with Asst. Chief Johnson regarding rock for impound yard
- Met with Mike in Streets to get quote on having 4" rock base put in impound yard
- Ordered more winter gear for parks guys
- Asst. Director attended staff meeting
- Spoke with Phil with Aqua Rec regarding when we will un winterize pool for swim season
- Asst. Director took care of a disciplinary issue within department
- Asst. Director took photos of damage to new vehicle and met with CR to get estimate for repair
- Did safety meeting with parks guys
- Asst. Director met with Neches Plumbing to get spigot removed from Larry Street restrooms
- Asst. Director met with welder at Calhoun to have gates reworked due to unknown person popping locks
- Received call from Ernie with Aqua Rec concerning a pipe that was leaking which he stated he would replace next week
- Worked with 1 parks guy to design a handrail for float so people can stand if they preferred on float
- Began dismantling float from MLK and preparing for Mardi Gras float
- Went to each city owned park and facility to raise flags back to full staff
- Took 5 barricades to library and setup so new lettering could be installed on outside of building
- Met with fleet at PD impound yard to see about getting air bags on box car inflated so it could be removed
- Attended a 2nd zoom meeting for cemetery mapping
- Cleaned out old truck and moved over into new truck
- Repainted PVC arches on float to blue and gold for Mardi Gras
- Called 3 different tree services to get bids for removal of 7 trees around visitor center to Phillips Park
- Put blue and gold tinsel on one arch of council float
- Called fleet to come get parks truck unstuck at Steven Bennett Park

Goals: To place ADA equipment in all major parks.

Parks

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

Lakes

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

Cemeteries

- Get brick walls repaired due to damage over years
- Make signs for sections of cemeteries to make it easier for families to find loved ones: **(LONG TERM GOAL)**.
- See about having creek area cleared with large equipment

Parks, Cemeteries, Lakes

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

PARKS MONTHLY REPORT JANUARY 2025
LOCATIONS MOWED

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

PARKS PROJECTS COMPLETED JANUARY 2025

2 parks guys used lift to take down large Christmas tree on Spring St.	4 parks guys took down remainder of Christmas decorations around city
Parks guys cleaned around lake and walking trail upper lake	Parks guys picked up limbs around various city owned properties
2 Parks guys filled in washout area at Reagan Park on Park Street side	2 parks guys finished building a second set of benches for council float
3 parks guys removed wreaths from windows of library and placed in storage	1 parks guys assisted facility in installing two heaters in pump room at pool
Parks crew cleaned waterfront of Wolf Creek Lake	Parks crew cleaned waterfront at Lower Lake and Blue Lake
Parks crew removed 7 dead stumps Wolf Creek Lake	1 parks guy installed brackets for PVC arches
1 parks guy installed sides on float for storage area	2 parks guys cleaned out their old truck moved tool boxes to new truck

1 parks guy installed metal sign on overhead door by fleet	Parks crew put out barricades for MLK parade
3 parks guys worked MLK parade and 1 drove truck with float in parade	2 parks guys replaced rotted boards on two piers at upper lake
1 parks guy marked several trees on upper lake trail that will need to be cut down	Parks crew began clearing out waterfront by float dock
1 parks guy began rebuilding signs for lakes, parks and cemeteries	1 parks guy painted wheels and tongue of trailer for float
2 parks guys picked up barricades and cones from MLK parade	Parks crew cut downed tree at Willie Myers Park
Parks crew went to Memorial Cemetery to repair hog damage around headstones	Parks guys power washed and sanitized park restrooms
Parks crew pulled all blue trash cans from parks, lakes and power washed and put back out	Parks crew weeded and dragged 4 ball fields
1 parks guy assisted facility with hanging bulletin board in library	1 parks guys built new handrails and painted on float

MAJOR ISSUES WHERE CONTRACTORS USED

Peace of Mind camera issues Public Works	Neches Plumbing to repair leak Larry Street Park
Neches Plumbing to fix sensor on faucet Mitchell Campbell	Neches Plumbing to fix faucet Upper restrooms Reagan Park
J&K Electrical light replace Upper restrooms Reagan Park	

SAFETY ISSUES

1 parks guy struck a stump with bumper of truck	
---	--

Rentals and Special Events

Rentals:

Facilities	Number of Rentals
Pavilion Rentals	0
Pavilion Non-Payment/Cancelled	
Athletic Fields (Mitchell Campbell/Calhoun)	1
Total Rentals Paid	1
Refunds Given	
Total Revenue Collected	\$30.00

Activities:

Special Events: NONE

Facility Maintenance Projects Completed JANUARY 2025

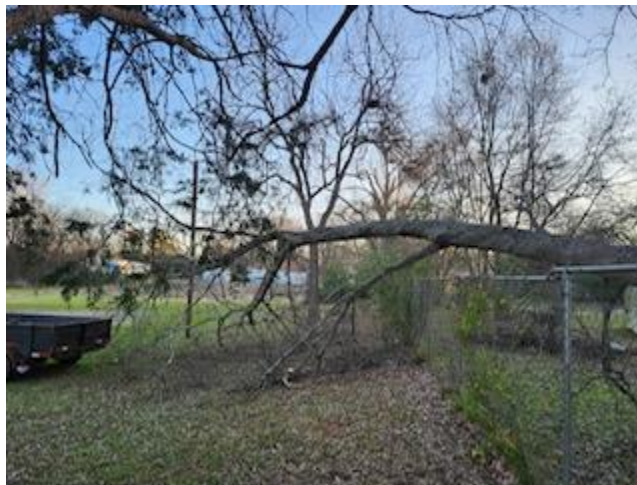
- Assisted parks crew with taking down large Christmas Tree and learning how to operate lift
- Assisted parks crew with painting benches for float
- Changed air filters at library with parks guy assistance
- Unclogged toilet at men's restroom upper portion Reagan Park
- Went to library and found cut off for water to sprinklers on side
- Delivered trash bags to customer service at city hall
- Went to get bulbs for auction warehouse area will need lift to replace bulbs
- Went to streets and picked up two bags of salt to put on boardwalk at Reagan
- Assisted parks guy with installing new steps on float for council
- Went to check toilet at city hall after complaint that toilet is rocking no issues found
- Got supplies for cleaning lady
- Assisted parks guy with installing arches on float
- Met with director at museum and replaced lights on basement floor
- Met with Ben Campbell to provide him with a second set of keys for museum
- Called Neches Plumbing to come fix leak at Larry Street, faucet Reagan and Mitchell Campbell
- Replaced POW flag at Veteran's Park
- Changed batteries in soap dispensers city hall
- Took supplies to library and annex
- Went to Visitor Center to pickup a tote with decorations and brought back to warehouse for storage
- Went to pool and checked water level and heaters
- Looked for contractor to replace awning at PD at sally port area
- Cleaned out old truck and moved items into new one
- Put salt out on back walkway of library
- Took new flag rope and flags to Chris at complex
- Attended safety meeting at city hall
- Called Peace of Mind to install new battery on alarm system concession 1
- Got supplies for wastewater treatment plant
- Met with animal control at museum to pickup carcass
- Changed out Texas flag Phillips park
- Changed out water filters in all water fountains city hall and PD
- Called J&K electrical to come fix lights at upper restrooms Reagan Park
- Washed and detailed truck
- Removed old hand soap dispenser at lower restroom Reagan Park due to damage
- Delivered water to customer service

Trout Day 2025





Fallen Tree Willie Myers Park





Flag Rope Replacement PD



Repair Ginger Blowup





Repair Santa Blowup





Beginning of MLK Float





Facility Maintenance Projects Completed DECEMBER 2024

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

- Attended Christmas gathering at city hall
- Brought dolly to city hall so hams and turkeys could be moved
- Called door company to come fix sliding doors city hall
- Assisted director with taking down Christmas tree city hall and storing in warehouse



Agenda Date: February 10, 2025
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Public Works January 2025 Monthly Report
Date Submitted: 02/05/2025

SUMMARY:

Public Works January 2025 Monthly Report

RECOMMENDED ACTION:

No required action.

CITY MANAGER APPROVAL:

Attachments

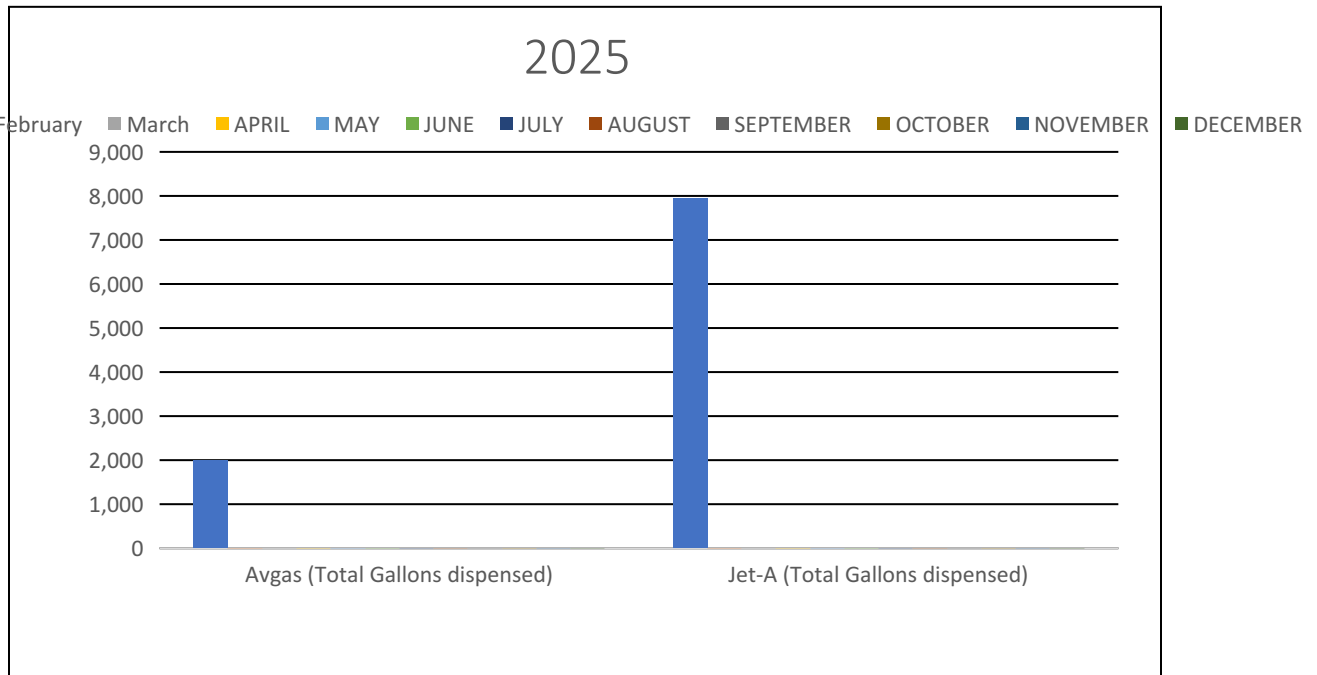
PW Monthly Report



AIRPORT MONTHLY REPORT – January 2025

Jet-A: 1,148,392.6

Avgas: 40,562



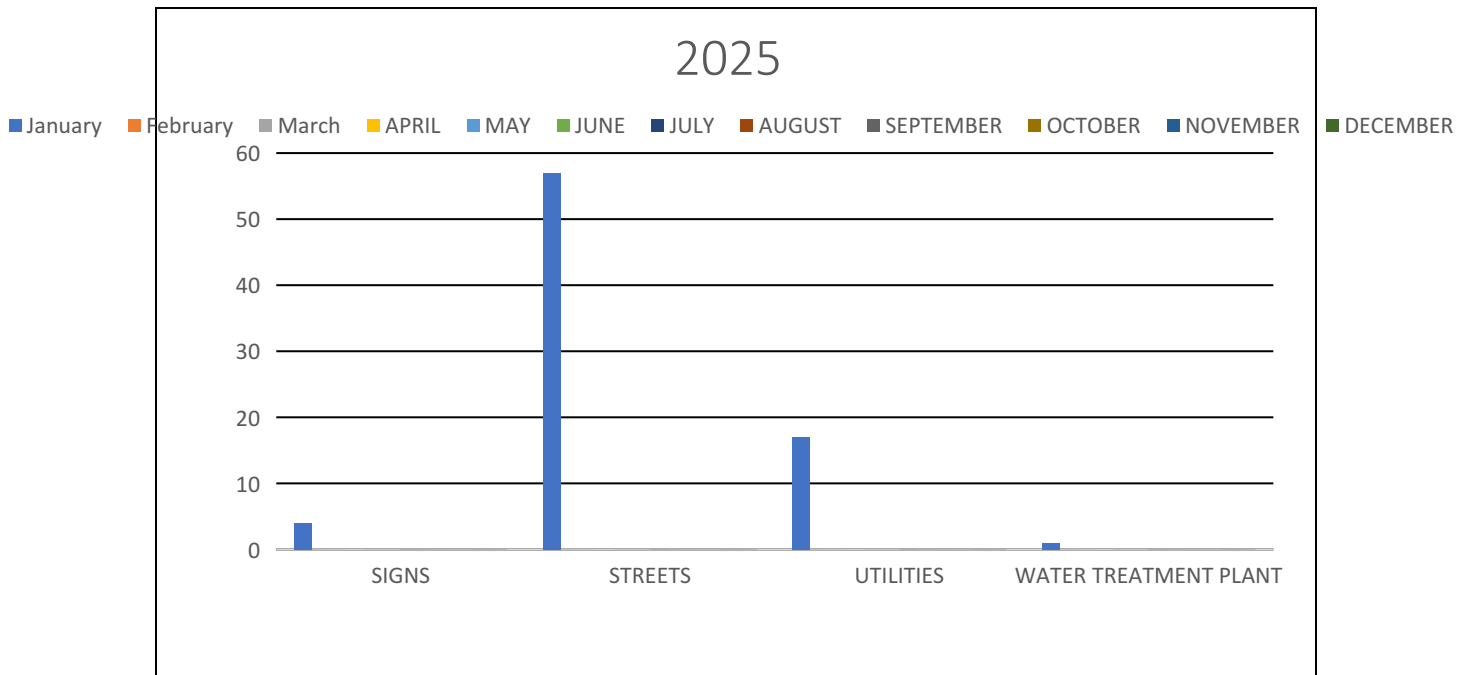


PUBLIC WORKS REPAIR AND MAINTENANCE REQUESTS – January 2025

DEPARTMENT

NUMBER OF REPORTS

- **SIGNS** **4**
- **STREETS** **57**
- **UTILITIES** **17**
- **WATER TREATMENT PLANT** **1**



Utilities Monthly Report January 2025

Water Distribution	
Call Outs:	30
Taps Made:	5
Taps Repaired:	3
Feet of Lines Placed:	160 feet
Water Leaks Repaired:	2
Fire Hydrants Flushed / Gal. ; Water Loss:	35,000 gal
Fire Hydrants Repaired / Installed:	1
Valve box located:	2
Valve box installed:	6
Incerta Valve installed:	1
Gate Valve replaced / Installed:	1
Meters	
Meter Valves replaced / Installed:	1
Meter box Replaced / Installed:	10
On Call Meters turned off:	18
On Call Meters turned on:	6
Meters Located:	
Meters Installed:	
3/4"	
1"	1
1 1/2"	3
2"	7
Bigger than 2"	
Wastewater Collection	
Sewer Basin's Cleaned:	5,272 feet
Sewer lines camera:	4
Trouble spots ran:	5
Sewer Mains Repaired:	
Manhole Installed:	
Manholes Changed/Repaired:	5
Sewer Stoppage City:	15
Sewer Stoppage Private:	11
New Sewer Tap Installed:	3
Sewer Services Repaired:	
Sewer pipe installed (ft):	
Haul Dirt / Concrete Rip Rap:	12
ROW Mowed / Cleared:	
On Call Trees:	
Vegetation Management:	

Hydro Excavate:	5
Engineering:	
Line Locates (ft):	7,000 feet
Tap application:	5

STREETS MONTHLY REPORT January 2025

Asphalt	
Square feet of Asphalt Laid	1,138
Utility Cuts	2
Potholes filled	347
Square Feet of Chipseal Laid	0
Right of Way's	
Feet mowed of Street Right of Way	0/ 0 miles
Utility Right of Ways mowed / cleared	0
Trees removed from road / Right of Way	3
Compost Sight	
Number of Customers	229
Number of loads of Concrete Hauled	0
Number of loads of Illegal dumping Hauled	0
Number of loads of Dirt Hauled	0
Drainage	
Feet of drainage repaired	2712
Feet of Drainage Installed	0
Feet of ditches dug out	2212
Sweeping	
Feet of Street's Swept	121,649/ 23.25 miles
Day's assisting other Departments	
Utilities	0
Parks	2
Water Treatment Plant	0
Wastewater Treatment Plant	0
Code Enforcement	2



Agenda Date: February 10, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: Approval of Minutes
Date Submitted: 02/06/2025

SUMMARY:

Consider approval of the minutes of the Work Session and Regular Agenda of January 27, 2025.

RECOMMENDED ACTION:

Staff recommends approval of the minutes as presented.

CITY MANAGER APPROVAL:

Attachments

January 27, 2025, Minutes

DRAFT



MINUTES

The City Council of the City of Palestine convened for a regular meeting on January 27, 2025, at 4:00 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; Andrew Sibai, Finance Director; Shannon Davis, Fire Chief; Lisa Cariker, Human Resource Director; Ana Sanchez, Library Director; Susan Davis, Planning Tech.; Mark Harcrow, Police Chief; Richard Johnson, Assistant Police Chief; Jason Shelton, Interim Public Works Director

WORK SESSION

With a quorum present, Mayor Jordan called the Work Session to order at 4:01 p.m.

1. Discuss the Charter Review Committee's recommended changes to the City Charter. Teresa Herrera, City Manager

City Manager Herrera reviewed the proposed amendments from the Charter Review Committee with Council for each article of the City Charter. Council discussed several recommended amendments, including the designation of certain sections as reserved and the referral of those sections to state law, the appropriate use of gender-neutral terminology, the addition of a resign-to-run provision in Section 4.8, and the process for appointing individuals to boards and commissions.

Additionally, Council discussed a proposed amendment to Section 11.9 of the Charter that would permit the sale of distilled spirits for off-premise consumption throughout the city. Currently, such sales are only allowed on certain streets in downtown. Some Council members expressed concerns that expanding sales might negatively impact existing downtown businesses that are authorized to sell distilled spirits. Other members highlighted the convenience this change would bring, as it would eliminate the need for individuals to travel downtown for these purchases.

Mayor Jordan expressed his concerns about the Charter language in Section 6.1, referencing the City Manager as the chief administrative and executive officer of the city.

2. Discuss the possibility of a new city hall and the future of the Reagan School Building.
Mitchell Jordan, Mayor

Mayor Jordan discussed the challenges associated with the current City Hall building and suggested utilizing the Reagan School as a new City Hall. Since there was limited time for discussion before the Regular Agenda, he recommended adding this topic to the agenda for a future work session for further consideration.

With no other business to come before Council, the Work Session was adjourned at 5:25 p.m.

REGULAR MEETING

A. CALL TO ORDER

Mayor Jordan called the Regular Meeting to order at 5:36 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. PROPOSED CHANGES OF AGENDA ITEMS

Council Member Gibbs requested that Item H3 be pulled from the Consent Agenda and moved to the Regular Agenda for discussion and consideration.

D. PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS

Richard Farris Jr. spoke about the appointment of members to the Main Street Advisory Board who do not own real estate in the Main Street District. He also addressed the Main Street Sign Ordinance and the denial of his sign permit application for 112 E. Oak Street.

Barbara Jordan spoke regarding the proposal for the sale and development of the Old Memorial Hospital Lot and requested that the City staff consider expanding the scope for soliciting proposals.

1. Recognition of City Secretary April Jackson for completing the Texas Municipal Clerks Certification Program. Teresa Herrera, City Manager

City Manager Herrera recognized City Secretary April Jackson for her completion of the Texas Municipal Clerks Certification Program.

2. Recognition of new Police Officers Jared Blackstock and Jamie Delorio. Mark Harcrow, Police Chief

Assistant Police Chief Richard Johnson recognized new Police Officers Jared Blackstock and Jamie Delorio. Officer Blackstock was pinned by his wife, Brittany Blackstock, and Officer Delorio was pinned by her sister, Tiffany Taylor.

E. CONFLICT OF INTEREST DISCLOSURES

No action was taken.

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.

Staff was approached by a realtor representing the owner of several lots adjacent to the railroad tracks. Previously, these lots were designated as R-3, which allocated the southern side of the tracks for residential use and the northern side for light industrial purposes. However, following a rezoning process conducted a few years ago, the entire area has since been designated for industrial use.

The Planning and Zoning Commission unanimously recommended approval of the rezoning request as presented. Notifications were sent to property owners within a 200-foot radius of the proposed zoning change, resulting in one comment in favor of the change, with no opposition received.

Mayor Jordan opened the public hearing at 5:54 p.m. and asked for anyone speaking for or against the request to do so. With no one speaking, Mayor Jordan closed the public hearing at 5:55 p.m.

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.

Ms. Davis reported receiving a request for a Specific Use Permit for 112 W. Oak Street to be used as an event center. She confirmed that staff had sent notices to property owners within 200 feet of the request. Three notices were returned in favor, and three were received in opposition. Those in favor supported growth and development in downtown, whereas those opposed expressed concerns about the limited availability of parking. The Planning and Zoning Commission unanimously approved the Specific Use Permit request.

Mayor Jordan opened the public hearing at 5:57 p.m. Terrance Thompson and Richard Farris Jr. spoke in favor, and no one expressed opposition. Mayor Jordan closed the public hearing at 5:59 p.m.

G. CITY MANAGER'S REPORT

City Manager Herrera reported on the following: free GED classes at the Palestine Public Library, installation of the Palestine Public Library sign, applications for a place on the ballot for the upcoming General Election, ongoing drone mapping of city cemeteries, and the progression of the Downtown Revitalization Project. She also announced the official approval of the GLO grant.

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

The following departmental reports were provided:

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 (Item was moved to the Regular Agenda)
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 (**Ordinance No. O-02-25**)
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

Motion by Mayor Pro Tem Ava Harmon, seconded by Council Member Sean Conner to approve the Consent Agenda as presented, excluding Item H3, adopting **Ordinance No. O-02-25**.

Vote: 6 - 0 - Unanimously

Other: Council Member Kenneth Davidson (ABSENT)

I. **REGULAR AGENDA**

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 (**Resolution No. R-03-25**)

Council Member Gibbs requested clarification on how the steering committee operated, the duration of the committee's term, and the process by which the eleven cents per capita figure was determined. City Manager Herrera addressed all of these questions.

Motion by Council Member Christopher Gibbs, seconded by Council Member James Smith to approve the item as presented, adopting **Resolution No. R-03-25**.

Vote: 6 - 0 - Unanimously

Other: Council Member Kenneth Davidson (ABSENT)

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

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

Vote: 6 - 0 - Unanimously

Other: Council Member Kenneth Davidson (ABSENT)

2. 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. **(Ordinance No. O-03-25)**

Susan Davis advised that any rezoning requests should align with the City's Comprehensive Plan. She informed the Council that the official zoning map indicates that 111 Kentucky and 115 Kentucky are located in the Industrial zoning district, while 0 Ohio is split-zoned as both Industrial and Mixed Residential. Previously, the southern side of the rail tracks was zoned as R-3 Single Family Detached High-Density District, and the northern side was zoned as I-1 Light Industrial District. Ms. Davis also noted that the applicant has not submitted specific plans for the property, which is currently for sale.

Council expressed concerns that rezoning to Mixed Residential would allow the placement of manufactured homes. Ms. Davis confirmed that any placement of manufactured homes would require a specific use permit, which must be approved by City Council. Council also requested clarification on the waiting period following a denial. City Attorney Rezzin Pullum informed Council that a denial with prejudice has a waiting period of two years, while a simple denial has a six-month waiting period.

Motion by Council Member Christopher Gibbs, seconded by Council Member James Smith to approve as presented.

Vote: 0 - 6

NAY: Mayor Mitchell Jordan
Mayor Pro Tem Ava Harmon
Council Member Sean Conner
Council Member James Smith
Council Member Angela Woodard
Council Member Christopher Gibbs

Other: Council Member Kenneth Davidson (ABSENT)

The motion failed.

Motion by Council Member Sean Conner, seconded by Mayor Mitchell Jordan to approve **Ordinance No. O-03-25** amending the official zoning map providing for a change from I, Industrial to MR, Mixed Residential for the following properties south of the railroad tracts: 111 Kentucky Street, Yokum & Hearn, Block 1, Lot 3 and Lot 4B; a portion of 115 Kentucky Street, John Arthur Survey, A-4, Block 883, Tract 47; and 0 Ohio Street, John Arthur Survey, A-4, Block 882, Tract 13 and Tract 14, excluding the property north of the railroad tracks from the rezoning, which includes part of 115 Kentucky Street, John Arthur Survey, A-4, Block 883, Tract 36.

Vote: 5 - 0

Other: Council Member Kenneth Davidson (ABSENT)

Council Member Christopher Gibbs (ABSTAIN)

3. 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.
(Ordinance No. O-04-25)

Motion by Council Member Christopher Gibbs, seconded by Mayor Mitchell Jordan to approve the item as presented, adopting **Ordinance No. O-04-25**.

Vote: 6 - 0 - Unanimously

Other: Council Member Kenneth Davidson (ABSENT)

4. Discussion and possible action regarding the request for proposals for the sale and development of the Old Memorial Hospital Lot. Susan Davis, Planning Tech.

Ms. Davis informed Council that a request for proposals regarding the sale and development of the Old Memorial Hospital Lot was published in the Palestine Herald Press twice in November 2024 and was also made available on the City's website. The proposal remained open for sixty days to allow potential developers to submit their proposals. Only one response was received, which came in the form of a letter that included a cash offer and plans to develop eight cottage-style homes. However, this proposal did not meet the submission requirements outlined in the request. Staff requested guidance from Council on whether to resubmit the proposal or to consider making changes to the proposal.

Motion by Mayor Pro Tem Ava Harmon, seconded by Council Member Angela Woodard to republish the request for proposals for an additional 60 days. If, at that time, there is no concrete interest, Council will revisit the proposal.

Vote: 6 - 0 - Unanimously

Other: Council Member Kenneth Davidson (ABSENT)

5. Discussion and possible action regarding the Charter Review Committee's recommended changes to the City Charter. Teresa Herrera, City Manager

Council voted to continue reviewing the proposed amendments to Articles VII through XI from the Charter Review Committee rather than postpone the discussion to a special meeting.

Council considered the Charter Review Committee's recommendation to eliminate Section 7.13(c) due to its redundancy, as the City Manager's authority is already addressed in the City of Palestine Purchasing Policy. Council decided to retain the language in the City Charter.

Mayor Jordan requested following the 2018 Charter Review Committee's recommendation to raise the Mayor's salary to \$2,400 and Council Members' salaries to \$1,600, as the proposition on the 2018 Charter Amendment Election ballot failed by just one vote.

Council also discussed the Charter Review Committee's recommendation to allow the sale of distilled spirits for off-premise consumption throughout the city. Ms. Herrera confirmed that while the sale of beer and wine is permitted citywide, the sale of distilled spirits is currently restricted to certain streets in downtown.

Staff proposed the following revised language for Section 11.9, which updates the current wording while maintaining existing restrictions: "The retail sale of distilled spirits for off-premise consumption is permitted only in the following areas: Spring Street between Tennessee Avenue and Houston Street; Main Street, between Tennessee Avenue and where it intersects with Avenue A; Oak Street, between Tennessee Avenue and where it intersects with Avenue A; Sycamore Street, between the Missouri-Pacific Railroad and where it intersects with Spring Street; Avenue A, and that portion of Church Street, between its intersection with Avenue A and its intersection with Lacy Street, and including the 100 North and 200 North blocks of Church Street".

Council received public comments from Charlie Smith regarding the boundaries for the sale of distilled spirits for off-premise consumption and how permitting the sale throughout the city would affect existing business owners.

Motion by Council Member Sean Conner, seconded by Council Member Christopher Gibbs to proceed with the review of Articles VII through XI.

Vote: 5 - 1

NAY: Mayor Mitchell Jordan

Other: Council Member Kenneth Davidson (ABSENT)

Motion by Council Member Christopher Gibbs, seconded by Council Member Sean Conner to use the language City staff recommended for Section 11.9 to prepare the ballot language.

Vote: 5 - 2

NAY: Mayor Mitchell Jordan

Council Member James Smith

Motion by Council Member Sean Conner, seconded by Council Member Christopher Gibbs to allow the City Attorney to prepare the ballot language using the language recommended by the Charter Review Committee.

Vote: 7 - 0 - Unanimously

J. MAYOR'S REPORT

Mayor Jordan expressed his gratitude to everyone for attending the MLK Parade. He also discussed the LEAD Black History Program scheduled for February 27, 2025.

K. ITEMS FROM COUNCIL

Council Member Conner congratulated City Secretary April Jackson and new Police Officers Jared Blackstock and Jamie Delorio.

Council Member Smith reported on attending a ribbon-cutting ceremony at Trinity Valley Community College. He expressed appreciation to the Chamber of Commerce and EDC Director Christopher Trahan. Additionally, Mr. Smith recognized the Building and Standards Commission and Planning Technician Susan Davis for their contributions.

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 7:40 p.m.

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

Mayor Jordan reconvened Council into Open Session at 8:19 p.m.

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

No action was taken.

N. ADJOURNMENT

With no other business to come before Council, the meeting was adjourned at 8:19 p.m.

PASSED AND APPROVED THIS 10TH DAY OF FEBRUARY 2025.

Mitchell W. Jordan, Mayor

ATTEST:

April Jackson, City Secretary



Agenda Date: February 10, 2025

To: City Council

From: April Jackson, City Secretary

Agenda Item: Approval of Agreements for Elections Services, Palestine I.S.D., and Westwood I.S.D.

Date Submitted: 02/06/2025

SUMMARY:

The City of Palestine has scheduled general and special elections for Saturday, May 3, 2025. Both the Palestine Independent School District (PISD) and the Westwood Independent School District (WISD) will hold elections on the same date. Under state law, PISD and WISD are allowed to contract with the City of Palestine for this purpose.

To ensure an efficient process, the City, PISD, and WISD plan to conduct these elections together in accordance with Chapter 271 of the Texas Election Code. Additionally, the City intends to contract with the Anderson County Elections Administrator to oversee and manage the City elections, as outlined in Chapter 31 of the Texas Election Code.

The City, the County, the PISD, and the WISD are seeking to establish separate agreements that define the responsibilities of each party involved.

RECOMMENDED ACTION:

Staff recommends approval of the resolution as presented.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. R- -25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, APPROVING AGREEMENTS FOR ELECTION SERVICES BETWEEN ANDERSON COUNTY, TEXAS, THE PALESTINE INDEPENDENT SCHOOL DISTRICT, WESTWOOD INDEPENDENT SCHOOL DISTRICT, AND THE CITY OF PALESTINE, TEXAS RESPECTIVELY FOR THE MAY 3, 2025, GENERAL ELECTION AND SPECIAL ELECTIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palestine (“City”) has called a general election and special elections for Saturday, May 3, 2025; and

WHEREAS, the Palestine Independent School District (“PISD”) and the Westwood Independent School District (“WISD”) are both conducting elections on the same date; and

WHEREAS, the PISD and the WISD are authorized by state law to contract with the City of Palestine; and

WHEREAS, the City, the PISD, and the WISD desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code; and

WHEREAS, the City desires to contract with the Anderson County, Texas (“County”) Elections Administrator for the coordination, supervision, and conducting of the City elections pursuant to Chapter 31 of the Texas Election Code; and

WHEREAS, the City, the County, the PISD, and the WISD desire to enter into separate agreements setting out the respective responsibilities of the Parties.

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

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

SECTION 2. The City Council of the City of Palestine hereby authorizes the City of Palestine to enter into separate agreements with the County, the PISD, and WISD respectively for the May 3, 2025 General Election and Special Elections.

SECTION 3. The City Manager is hereby authorized to execute agreements with the County, the PISD, and WISD respectively for the May 3, 2025 General Election and Special Elections. The agreement for the County is attached hereto and incorporated herein as Exhibit A. The agreement for the PISD is attached hereto and incorporated herein as Exhibit B. The agreement for the WISD is attached hereto and incorporated herein as Exhibit C.

SECTION 4. Should any of the clauses, sentences, paragraphs, sections, or parts of this

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

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

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

SECTION 7. This Resolution shall take effect immediately upon its passage, and it is so resolved.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Palestine on this 10th day of February, 2025.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY

EXHIBIT A
Election Services Contract Agreement with County



ELECTION SERVICES CONTRACT AGREEMENT

City of Palestine [May 3, 2025 [General Election [April Jackson, City Secretary



JANUARY 30, 2025
CASEY BROWN - ANDERSON COUNTY ELECTIONS ADMINISTRATOR
703 N Mallard, Suite 116, Palestine TX 75801

January 30, 2025

Casey Brown
Anderson County Elections Administrator
703 N Mallard, Suite 116
Palestine, TX 75801
903 723-7855

May 3, 2025
General Election-Local Entities
Election Service Contract Agreement

**Elections Administrator of
Anderson County
703 N Mallard Street, Palestine TX 75801
&**

**City of Palestine
504 N Queen Street, Palestine TX 75801**

Table of Contents

I.....	Principal Duties and Services of the Elections Administrator
II	Principal Duties and Services of the City
III	Cost of Services
IV	General Provisions

Attachments

Attachment A	Early Voting Schedule and Polling Locations
Attachment B	Election Day Schedule and Polling Locations
Attachment C	Estimate Cost of Services

**STATE OF TEXAS
COUNTY OF ANDERSON & CITY OF PALESTINE**

CONTRACT FOR ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the **CITY OF PALESTINE** (the "City"), the and the **ELECTIONS ADMINISTRATOR OF Anderson County** (the "EA"), pursuant to the authority in Subchapter D, Section 31.091, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City General Election to be held on May 3, 2025.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. PRINCIPAL DUTIES AND SERVICES OF THE EA. The EA shall be responsible for performing the following duties and shall furnish the following services and equipment:

- A. The EA shall arrange for appointments, notification (including the writ of election), and training of all Election Clerks.
 - 1. The EA shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The EA recommends providing up to four (4) election workers, Judge, Alternate, and clerks. The Presiding Election Judge of each polling place, however, will use his/her discretion to determine the working hours of the election workers during normal and peak voting hours. The EA will determine the number of clerks to work in the Tabulation Room and the number of clerks to work on the Balloting Board.
 - 2. Election judges and clerks shall attend the EA's school of instruction to be held on a date determined by the EA. The Elections school shall provide training in standard procedures as set forth by the Secretary of State.
 - 3. Election judges shall be responsible for picking up from and returning election supplies to the Anderson County Election Administrator's office located at **703 N Mallard, Palestine, Texas**.
- B. The EA shall procure, prepare, and distribute Anderson County's Election Equipment, all election supplies, official ballots, sample ballots, voter registration list and other materials used by the election judges at the voting locations as required by law.
 - 1. Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The EA shall provide the necessary voter registration information, instructions and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

C. The EA will serve as the Early Voting Clerk for the **City**.

1. The EA shall supervise and conduct early voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the **City's** May 3, 2025, General Election shall be conducted during the time period and at the locations listed in Attachment A attached and incorporated by reference into this contract.
3. All applications for an Early Voting mail ballot shall be received and processed by the Anderson County Elections Administrator's office located at 703 N Mallard, Suite 116, Palestine, TX 75801.
 - (a) Applications for mail ballots erroneously mailed to the **City** shall immediately be faxed to the EA for timely processing. The original application shall then be forwarded to the EA for proper retention.
4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared or processed for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the EA. The Board shall meet for preparation of the early voting ballots at a time agreed to between the EA and the Early Voting Ballot Board Judge.

D. The EA shall be responsible for establishing and operating the Tabulation Room to receive the ES&S Optical Scan Ballots.

1. The EA shall prepare, test and run the County's Tabulation System in accordance with the statutory requirements.
2. The Public Logic and Accuracy Test of the electronic voting system shall be conducted by the EA and notice of the date shall be posted in local newspapers & website.
3. Early Voting Totals will be released once the Polls close at 7:00pm on election night.
4. Election Day **unofficial** cumulative totals shall be released upon all precincts counted, (includes all contracting entities). The EA will distribute returns by posting to the Anderson County Website and or emailed copies, as soon as practicable. Results will not be released at any Polling Location. Provisionals ballots will be processed after election night in accordance with the law.
5. The EA shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State; if applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(e) of the aforementioned code.

II. **PRINCIPAL DUTIES AND SERVICES OF THE POLITICAL SUBDIVISION.**

Each Entity shall assume the following responsibilities:

A. The **City** shall prepare the election **orders** or resolutions, **notice of election**, official canvass and other pertinent documents required by the Texas Election Code by the appropriate office or body.

B. The **City** shall design and provide the EA with the ballot layout and Spanish interpretation in an

Election Service Contract – May 3, 2025, City of Palestine

Electronic format.

1. Each Entity shall furnish the EA with a list of candidates or propositions showing the order and exact way the candidate names or proposition(s) are to appear on the official ballot, including titles of offices in Spanish & English. Each Entity shall be responsible for proofing of the ballot. In the event an Entity identifies an error after approval & final printing, the Entity will be responsible for the full cost of reprogramming for a joint or single election, whichever applies.
- D. The **City** shall compensate the EA for any additional verified cost incurred in the process of running this election or for a manual count of this election, if required, consistent with charges and rates shown on Attachment **C** for required services. These costs will be invoiced for reimbursement.
- E. The **City** shall reimburse Anderson County for its portion of the printing costs of any and all related materials for ballots, early voting, election day voting, election kits, pursuant to an Election Service Agreement as shown in Attachment **C** attached and incorporated by reference into this contract.
- F. The **City** shall reimburse Anderson County for its portion of the rental of all electronic marking devices, precinct scanners, election sticks and any other equipment required to complete the counting of votes pursuant to an Election Service Agreement as shown in Attachment **C** attached and incorporated by reference into this contract. The **City** agrees to reimburse the County for the cost of repairing or replacing damaged voting Equipment.
1. The **City** and shall pay a base fee of \$1000, 30 days prior to Early Voting, by March 24, 2025. The sum of the base charge will be subtracted from the total of all costs before allocating the remaining costs to each participating entity.
- F. The **City** shall each reimburse the EA for an administrative fee not to exceed ten percent (10%) of the total cost of the election.
- G. The final costs of the election along with the ten percent (10%) administration fee will be prepared on a format and invoiced as soon as reasonable possible after the election. The invoice is due and payable 30 days after receipt by the **City**.
- H. The **City**, in the event of a contested election, agrees to provide competent legal counsel and representation for the EA and her staff, covering any and all legal fees and costs as a result of this elections process. The expenses of a new election ordered by a court of competent jurisdiction or participating entity will be paid for and by the participating entity in accordance with Texas Election Code 221.014.
- I. The **City**, in the event of a recount, agrees to reimburse any expenses incurred by the EA's office not covered by the charges assessed to the person requesting the recount. This would include but not be limited to the compensation costs of any Anderson County Election personnel required to work beyond regular office hours in order to conduct said recount of this election.
- J. The EA and or the **City** shall be the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
- K. **The City shall be responsible for direct payment of all Election workers, Early Ballot Board Members and Delivery Drivers upon the EA submitting Compensation sheets soon after the Election. All other invoices will be invoiced separately at a later date. Please mail individual checks to the Anderson County Elections Office.**

III. COST OF SERVICES
Attachment "C"

IV. GENERAL PROVISIONS.

- A. The **City** agrees to save and hold harmless the EA from any and all claims arising out of the failure or omission of the City to perform its obligations under this contract.
- B. The EA agrees to save and hold harmless the **City** from any and all claims arising out of the failure or omission of the County and EA to Perform their obligations under this contract.
- C. Nothing contained in this contract shall authorize or permit a change in the officer with whom Or the place at which any document or record relating to the **City's** May 3, 2025, General Election is to be filed or the place at which any function is to be carried out, or any Nontransferable functions specified under Section 31.063 of the Texas Election Code.
- D. Upon request, the EA shall provide copies of all invoices, cost reports and other charges incurred in the process of running said election for the City.
- E. The EA shall file copies of this contract with the County Auditor and the County Treasurer of Anderson County, Texas.
- G. Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.
- H. Any Participating Entity may withdraw from this Contract and the Joint Election should it cancel its election in accordance with the Sections 2.051-2.053 of the Texas Election Code.

Elections Agreement - Signature Page

❖ ELECTIONS ADMINISTRATOR

Casey Brown, Elections Administrator
Anderson County, Texas

Witness by my hand this the _____ day of _____ 2025

❖ POLITICAL SUBDIVISION

Name of Participating Authority: **City of Palestine**

Approved By Signature: _____

Approved By Printed Name: _____

Official Title: _____

Witness by my hand this the _____ day of _____ 2025

Attachment "A"

General Election
May 3, 2025-City of Palestine

Main Early Voting Location

Anderson County Courthouse Annex
703 N Mallard, Suite 103A
Palestine, TX 75801

Early Voting Hours of Operation

Weekday	Date	Time
April 21, 2025 (First Day)	Monday--CLOSED	Legal Holiday – San Jacinto Day, Early Voting will not be conducted (Secs. 1.006, 85.005)
April 22, 2025	Tuesday	8:00 AM to 5:00 PM
April 23, 2025	Wednesday	8:00 AM to 5:00 PM
April 24, 2025	Thursday	8:00 AM to 5:00 PM
April 25, 2025	Friday	8:00 AM to 5:00 PM
April 26, 2025	Saturday	Closed
April 27, 2025	Sunday	Closed
April 28, 2025	Monday	8:00 AM to 5:00 PM
April 29, 2025 (Last Day)	Tuesday	8:00 AM to 5:00 PM

Attachment “B”

General Election
May 3, 2025 – City of Palestine

Election Day Hours of Operation

Weekday	Date	Time
Saturday	May 3, 2025	7:00 AM to 7:00 PM

DISTRICT 1 FREEDOM FELLOWSHIP, 125 KICKAPOO STREET, PALESTINE TX

DISTRICT 2 NEW FELLOWSHIP CHRISTIAN CHURCH, 1500 W REAGAN, PALESTINE TX

DISTRICT 3 WASHINGTON EARLY CHILDHOOD, 1020 HAMLETT STREET, PALESTINE TX

DISTRICT 4 WESTWOOD BAPTIST CHURCH, 1809 BASSETT RD, PALESTINE TX

DISTRICT 5 PISD ADMINISTRATION OFFICE, 1007 E PARK ST, PALESTINE TX

DISTRICT 6 PALESTINE HIGH SCHOOL, 1601 S LOOP 256, PALESTINE TX

Attachment "C"

COST OF SERVICES-CITY OF PALESTINE (ESTIMATE ONLY 2025)

	Quantity	Unit Cost	Subtotal Costs	Extended Costs
Coding-Programming-Ballots-Layout-Audio			Estimate	\$2500.00
Supplies				
Early Voting Election Kits	1	20.00	20.00	\$ 20.00
Election Day Kits	6	20.00	120.00	\$120.00
Absentee Kits	1	25.00	25.00	\$ 25.00
Equipment Rental				
ExpressVote	11 Units	33.25 each	Base Charge	\$ 365.75
DS200 Precinct Counters	7 Units	143.75 each	1500.00	\$1006.25
Pollbook Programming	8 Units	20.00 each unit	160.00	\$ 160.00
Polling Place Rental (6 Locations)				
P-1 Freedom Fellowship		125.00	125.00	\$ 125.00
P-2 New Fellowship Christian Church		200.00	200.00	\$ 200.00
P-3 Washington		-----	-----	0
P-4 Westwood Baptist Church		200.00	200.00	\$ 200.00
P-5 PISD Admin		-----	-----	0
P-6 Palestine High School		-----	-----	0
Newspaper Notices				
Notice of Tabulation Testing	1	135.00	135.00	\$ 135.00
Compensation				
Early Voting Workers	5	\$12 @ 56hrs each	\$672x5	\$3360.00
Election Day Judges & Alternates	12	\$12 @ 14hrs each	\$168x12	\$2016.00
Election Day Clerks	12	\$10 @ 14hrs each	\$140x12	\$1680.00
Additional Fee for Presiding Judge for Pickup-Delivery *if applicable	6	\$25 each or split With Alternate Judge	\$150.00	\$ 150.00
Early Ballot Board	2 days	\$12 each	4hrs daily	\$ 384.00
Early Ballot Board Peace Officer	2 days	Salary or City Officer Volunteer		\$ 300.00
Central Count Station Clerks	6			\$ 400.00
Compensation of County Employee				
Overtime if applicable				\$ 100.00
Equipment Delivery				
U-Haul Rental	2 Days	\$132.00		\$ 128.00
Delivery Drivers-Labor	2 Man Job	\$75 each per trip		\$ 300.00
Postage (Media, Training, Writ of Election, Mail Ballots)				\$ 34.00
Total Contract Cost				\$ 13,709.00
Administration Fee (10% calculated on final bill)				\$ 1,370.90
Final Cost				\$15,079.90

COST WILL INCREASE OR DECREASE according to final report

Cost would decrease if election were held jointly with other entities sharing the same territory

Vendor Rates Increased – Programming, Ballot Cards & Paper Ballots

Election Service Contract – May 3, 2025, City of Palestine

EXHIBIT B
Joint Election Agreement with PISD

JOINT ELECTION AGREEMENT

Between
The City of Palestine (the “City”)
And
Palestine Independent School District (the “District”)

This agreement establishes the terms under which the City and the District will conduct a joint election on May 3, 2025, in accordance with the provisions of the Texas Election Code and the Texas Education Code.

The City and the District will conduct early voting independently from April 22, 2025, to April 29, 2025.

- The City will hold early voting at the Anderson County Annex, 703 N. Mallard Street, Suite 103A, Palestine, Texas.
- The District will hold early voting at Palestine I.S.D. Administrative Offices, 1007 E. Park Avenue, Palestine, Texas.

On the uniform election date of May 3, 2025, the City and the District shall share the following polling locations:

- Freedom Fellowship Church, 125 Kickapoo Street
- New Fellowship Christian Church, 1500 W. Reagan Street
- Washington Early Childhood Center, 1020 Hamlett Street
- Palestine I.S.D. Administrative Offices, 1007 E. Park Avenue
- Palestine High School, 1601 S. Loop 256

The City and the District shall share equally the expenses applicable to the shared election day polling locations. Expenses unique to one entity shall be billed solely to that entity.

In the event of a canceled election due to unopposed candidates, the entity canceling the election will not be liable for election costs incurred in accordance with Section 2.053 of the Texas Election Code.

The City and the District agree to name and maintain separate election officers for early voting. Each entity will be responsible for compensating the individuals it employs as its election officers during early voting. The City and the District agree to share election officers on the uniform election date on May 3, 2025. Each entity shall equally share the expense for compensation of the individuals employed as election officers on election day.

The City and the District will maintain separate ballot boxes.

The City and the District agree to name and maintain a separate custodian of election records and bear any costs of these tasks separately.

The City and the District agree to maintain separate election forms and records.

The City and the District agree to separately be responsible for their election orders, resolutions, notices, pre-clearance submissions to the Department of Justice, official canvass, and other necessary documents for adoption by the appropriate office or body.

This agreement will be effective immediately upon the date of signing.

APPROVED BY THE BOARD OF TRUSTEES OF THE PALESTINE INDEPENDENT SCHOOL DISTRICT in its meeting held on the ____ day of _____ 2025 and executed by its authorized representative.

Michael Garcia, President
Palestine I.S.D. Board of Trustees

Date

PASSED, APPROVED, and APPROVED by the City Council of the City of Palestine, Texas, in its meeting held on the ____ day of _____ 2025 and executed by its authorized representative.

Mitchell Jordan, Mayor
City of Palestine

Date

EXHIBIT C
Joint Election Agreement with WISD

JOINT ELECTION AGREEMENT

Between
The City of Palestine (the “City”)
And
Westwood Independent School District (the “District”)

This agreement establishes the terms under which the City and the District will conduct a joint election on May 3, 2025, in accordance with the provisions of the Texas Election Code and the Texas Education Code.

The City and the District will conduct early voting from April 22, 2025, to April 29, 2025, at the Anderson County Annex, 703 N. Mallard Street, Suite 103A, Palestine, Texas.

On the uniform election date of May 3, 2025, the City and the District shall share the following polling locations:

- Westwood Baptist Church, 1809 Bassett Road

The City and the District shall share equally the expenses applicable to the shared early voting and election day polling locations. Expenses unique to one entity shall be billed solely to that entity.

In the event of a canceled election due to unopposed candidates, the entity canceling the election will not be liable for election costs incurred in accordance with Section 2.053 of the Texas Election Code.

The City and the District agree to name and maintain separate election officers for early voting. Each entity will be responsible for compensating the individuals it employs as its election officers during early voting. The City and the District agree to share election officers on the uniform election date on May 3, 2025. Each entity shall equally share the expense for compensation of the individuals employed as election officers on election day.

The City and the District will maintain separate ballot boxes.

The City and the District agree to name and maintain a separate custodian of election records and bear any costs of these tasks separately.

The City and the District agree to maintain separate election forms and records.

The City and the District agree to separately be responsible for their election orders, resolutions, notices, pre-clearance submissions to the Department of Justice, official canvass, and other necessary documents for adoption by the appropriate office or body.

This agreement will be effective immediately upon the date of signing.

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

APPROVED BY THE BOARD OF TRUSTEES OF THE WESTWOOD INDEPENDENT SCHOOL DISTRICT in its meeting held on the ____ day of _____ 2025 and executed by its authorized representative.

Carolyn Booker, President
Westwood I.S.D. Board of Trustees

Date

PASSED, APPROVED, and APPROVED by the City Council of the City of Palestine, Texas, in its meeting held on the ____ day of _____ 2025 and executed by its authorized representative.

Mitchell Jordan, Mayor
City of Palestine

Date



Agenda Date: February 10, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: General Election for Electing City Officers
Date Submitted: 02/03/2025

SUMMARY:

Consider approval of an ordinance calling and ordering a general election to be held on May 3, 2025. This election will be held for the purpose of electing a Mayor, one Council Member from District #2, one Council Member from District #4, and one Council Member from District #6 for a term of 2 years.

Candidates may file their sworn applications for a place on the ballot until no later than February 14, 2025.

Early Voting by Personal Appearance will be conducted each day at the Anderson County Courthouse Annex, 703 N. Mallard Street, Suite 103A, Palestine, Texas, between the hours of 8:00 a.m. and 5:00 p.m. beginning on April 22, 2025, and ending on April 29, 2025.

On Election Day, May 3, 2025, polling places will be open from 7:00 a.m. to 7:00 p.m. The designated polling locations are as follows:

- District 1 – Freedom Fellowship Church, 125 Kickapoo Street
- District 2 – New Fellowship Christian Church, 1500 W. Reagan Street
- District 3 – Washington Early Childhood Center, 1020 Hamlett Street
- District 4 – Westwood Baptist Church, 1809 Bassett Road
- District 5 – Palestine I.S.D. Administrative Offices, 1007 E. Park Avenue
- District 6 – Palestine High School, 1600 S. Loop 256

RECOMMENDED ACTION:

Staff recommends approval of the ordinance as presented.

CITY MANAGER APPROVAL:

Attachments

Ordinance

ORDINANCE NO. O- -25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, CALLING AND ORDERING A GENERAL ELECTION TO BE HELD ON MAY 3, 2025 FOR THE PURPOSE OF ELECTING CITY OFFICERS; PROVIDING FOR THE CONDUCT OF THE ELECTION; PROVIDING FOR NOTICE OF GENERAL ELECTION; PROVIDING FOR EARLY VOTING; PROVIDING FOR POLLING PLACES; PROVIDING FOR OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTIONS; PROVIDING FOR PROPER NOTICE AND MEETING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas provide that on May 3, 2025, there shall be a general election for municipal officers; and

WHEREAS, the following municipal officers shall be elected:

Mayor, for a term of 2 years;
District 2 Councilmember, for a term of 2 years;
District 4 Councilmember, for a term of 2 years;
District 6 Councilmember, for a term of 2 years; and

WHEREAS, the Texas Election Code is applicable to said election, and in order to comply with said Code, an ordinance should be passed calling the election, establishing the procedures to be followed in said election, and designating the voting place for said election.

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

SECTION 1. In accordance with and pursuant to the provisions and requirements of the laws of the State of Texas and of the Palestine City Charter, a General Election is hereby ordered to be held on May 3, 2025, for the purpose of electing a Mayor, one Council Member from District #2, one Council Member from District #4, and one Council Member from District #6 for a term of 2 years.

SECTION 2. The General Election shall be held in accordance with the Election Code of this State and only qualified voters of the City shall be eligible to vote at the election.

SECTION 3. The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004, and 85.007 of the Election Code, and Section 9.004 of the Local Government Code, and all necessary orders and writs for the election shall be issued by the proper authority. Returns of the election shall be made to the City Council immediately after the closing of the polls.

SECTION 4. Candidates shall file their sworn application for a place on the ballot in compliance with and as provided by the laws of Texas beginning on January 15, 2025, and no later than February 14, 2025, at 5:00 p.m. It is further found and determined that in accordance with the order of this governing body, the City Secretary will post notice of the date to hold the drawing for a place on

the ballot on the bulletin board located at the City Hall, a place convenient and readily accessible to the general public, and the notice will be posted and remain posted continuously for at least seventy-two (72) hours preceding the scheduled time of the meeting. A copy of the return of the posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

SECTION 5. Early Voting by personal appearance will be conducted each day at the Anderson County Courthouse Annex, 703 N. Mallard Street, Suite 103A, Palestine, Texas, between the hours of 8:00 a.m. and 5:00 p.m. beginning on April 22, 2025, and ending on April 29, 2025, with extended hours to be determined.

SECTION 6. Applications for ballot by mail shall be mailed to: Casey Brown, Anderson County Elections Administrator, 703 N. Mallard Street, Suite 116, Palestine, Texas, 75801.

SECTION 7. Applications for ballot by mail must be received no later than the close of business on April 22, 2025.

SECTION 8. The polling places listed below will be opened from 7:00 a.m. to 7:00 p.m. on May 3, 2025, for voting:

District 1 – Freedom Fellowship Church, 125 Kickapoo Street
District 2 – New Fellowship Christian Church, 1500 W. Reagan Street
District 3 – Washington Early Childhood Center, 1020 Hamlett Street
District 4 – Westwood Baptist Church, 1809 Bassett Road
District 5 – Palestine I.S.D. Administrative Offices, 1007 E. Park Avenue
District 6 – Palestine High School, 1600 S. Loop 256

SECTION 9. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10. This Ordinance shall take effect and be in full force immediately upon passage and approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Palestine, Texas, on the 10th day of February 2025.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY

DRAFT

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE PALESTINE, TEXAS, QUE CONVOCA Y ORDENA LA CELEBRACIÓN DE ELECCIONES GENERALES EL 3 DE MAYO DE 2025 CON EL PROPÓSITO DE ELEGIR A LOS FUNCIONARIOS DE LA CIUDAD; PROVEER PARA LA REALIZACIÓN DE LA ELECCIÓN; PROPORCIONAR LA NOTIFICACIÓN DE LAS ELECCIONES GENERALES; PROVEER A LA VOTACIÓN ANTICIPADA; PROPORCIONAR LUGARES DE VOTACIÓN; PREVER OTROS ASUNTOS INCIDENTES Y RELACIONADOS CON DICHAS ELECCIONES; PROPORCIONAR UNA NOTIFICACIÓN Y REUNIÓN ADECUADAS; Y ESTABLECER UNA FECHA DE ENTRADA EN VIGOR.

CONSIDERANDO QUE, las leyes del Estado de Texas estipulan que el 3 de Mayo de 2025 habrá una elección general para funcionarios municipales; y

CONSIDERANDO QUE, serán elegidos los siguientes funcionarios municipales:

Alcalde, por un período de 2 años;
Concejal del Distrito 2, por un término de 2 años;
Concejal del Distrito 4, por un término de 2 años;
Concejal del Distrito 6, por un término de 2 años; y

CONSIDERANDO QUE, el Código Electoral de Texas es aplicable a dicha elección, y para cumplir con dicho Código, se debe aprobar una ordenanza que convoque a la elección, estableciendo los procedimientos a seguir en dicha elección y designando el lugar de votación para dicha elección.

AHORA, POR LO TANTO, SEA ORDENADO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE PALESTINE, TEXAS, QUE:

SECCIÓN 1. De acuerdo con y de conformidad con las disposiciones y requisitos de las leyes del Estado de Texas y de la Carta Constitucional de la Ciudad de Palestine, por la presente se ordena que se celebre una Elección General el 3 de Mayo de 2025, con el propósito de elegir un Alcalde, un Miembro del Concejo del Distrito # 2, un Miembro del Concejo del Distrito # 4, y un concejal del Distrito #6 por un término de 2 años.

SECCIÓN 2. La Elección General se llevará a cabo de acuerdo con el Código Electoral de este Estado y solo los votantes calificados de la Ciudad serán elegibles para votar en la elección.

SECCIÓN 3. El Alcalde notificará esta elección de acuerdo con los términos y disposiciones de las Secciones 4.004, 83.010, 85.004 y 85.007 del Código Electoral, y la Sección 9.004 del Código de Gobierno Local, y todas las órdenes y mandamientos necesarios para la elección serán emitidos por la autoridad correspondiente. Las devoluciones de la elección se harán al Concejo Municipal inmediatamente después del cierre de los lugares de votación.

SECCIÓN 4. Los candidatos deberán presentar su solicitud jurada para un lugar en la boleta electoral de conformidad con las leyes de Texas y según lo dispuesto por ellas a partir del 15 de enero de 2025 y a más tardar el 14 de febrero de

2025 a las 5:00 p.m. Además, se encuentra y determina que, de acuerdo con la orden de este cuerpo directivo, la Secretaria de la Ciudad publicará un aviso de la fecha para realizar el sorteo para un lugar en la boleta en el tablón de anuncios ubicado en el Ayuntamiento, un lugar conveniente y de fácil acceso para el público en general, y el aviso se publicará y permanecerá publicado continuamente durante al menos setenta y dos (72) horas antes de la hora programada de la reunión. Se adjuntará a las actas de esta reunión una copia de la devolución de la publicación y formará parte de la misma a todos los efectos.

SECCIÓN 5. La votación anticipada en persona se llevará a cabo todos los días en el Anexo del Palacio de Justicia del Condado de Anderson, 703 N. Mallard Street, Suite 103A, Palestine, Texas, entre las 8:00 a.m. y las 5:00 p.m. a partir del 22 de abril de 2025 y hasta el 29 de abril de 2025, con horario extendido por determinar.

SECCIÓN 6. Las solicitudes para votar por correo se enviarán a: Casey Brown, Administrador de Elecciones del Condado de Anderson, 703 N. Mallard Street, Suite 116, Palestine, Texas, 75801.

SECCIÓN 7. Las solicitudes para votar por correo deben recibirse a más tardar al cierre de operaciones el 22 de abril de 2025.

SECCIÓN 8. Los lugares de votación que se enumeran a continuación estarán abiertos de 7:00 a.m. a 7:00 p.m. el 3 de mayo de 2025 para votar:

Distrito 1 – Freedom Fellowship Church, 125 Kickapoo Street

Distrito 2 – New Fellowship Christian Church, 1500 W. Reagan Street

Distrito 3 – Washington Early Childhood Center, 1020 Hamlett Street

Distrito 4 – Westwood Baptist Church, 1809 Bassett Road

Distrito 5 – Palestine I.S.D. Administrative Offices, 1007 E. Park Avenue

Distrito 6 – Palestine High School, 1600 S. Loop 256

SECCIÓN 9. Se encuentra, determina y declara oficialmente que la reunión en la que se adopta esta Ordenanza estuvo abierta al público y se dio aviso público de la hora, el lugar y el tema de los asuntos públicos que se considerarán en dicha reunión, incluida esta Ordenanza, todo según lo requerido por el Capítulo 551, según enmendado, del Código de Gobierno de Texas.

SECCIÓN 10. La presente Ordenanza entrará en vigor y entrará en pleno vigor inmediatamente después de su aprobación y aprobación.

APROBADO, APROBADO Y ADOPTADO por el Concejo Municipal de la Ciudad de Palestine, Texas, el día 10 de Febrero de 2025.

MITCHELL JORDAN
ALCALDE

ATESTIGUAR:
FORMA:

APROBADO EN CUANTO A LA

APRIL JACKSON
SECRETARIA DE LA CIUDAD

REZZIN PULLUM
ABOGADO DE LA CIUDAD



Agenda Date: February 10, 2025

To: City Council

From: Kimberly Beckman, Public Works Admin

Agenda Item: Authorization to Seek Sealed Bids for Asphalt Resurfacing on 30 Streets in Districts 1 and 2

Date Submitted: 02/05/2025

SUMMARY:

Consider authorizing the City Manager to seek sealed bids for asphalt resurfacing on 30 streets in Districts 1 and 2.

District 1

- Alabama St, Texas Avenue to Dead end
- Alta Vista Street, N. Jackson Street to Dead end
- Armory Road, Upper Lake Road to W. Spring Street
- Carolina Street, Missouri Street to N. Sycamore Street
- Cedar Street, Coronaca Street to E. Palestine Avenue
- Conrad Street, W. Coronaca Street to Tip Street
- Cottage Avenue, W. Palestine Avenue to Carolina Street
- Del Mar Street, Brooklyn Avenue to Palestine Avenue
- Esplanade Street, Brooklyn Avenue to W. Carolina Street
- Fort Street, Carolina Street to W. Palestine Avenue
- Georgia Street, Texas Avenue to Dead End
- Harrison Street, N. Jackson Street to Dead End
- Jameson, Alta Vista Street to Dead End
- N. Jackson Street, City Limit to Odom Street
- Queen Street, W. Maffitt Street to W. Carolina Street
- Sherry Lane, Old Brushy Creek Road and Ricky Drive
- Coronaca Street, Del Mar Street to Howard Street

District 2

- Birch Street, Fig Street to Moody Street
- Colorado Street, Magnolia Street to Dead End
- Cook Street, S. Sycamore Street to Hickory Street
- Cummins Street, Burkitt Street to Dead End
- Dallas Street, S. Sycamore Street to S. Royall Street
- Elm Street, E. Lacy Street to Avenue A
- Erwin Street, N. Sycamore Street to Dead End
- Granberry Street, Spring Street to Dead End
- Head Street, Dead End to Line Street
- Houston Street, Crawford Street to Avenue A
- Huffsmith Street, S. Sycamore Street to Dead End

- McClellan Street, W. South Street to Giraud Street
- Miller Street, W. Reagan Street to Dead End
- Murchison Street, N. Garland Street to Loop 256
- Queen Street, W. Hoxie Street to Dead End Past Reagan Street
- San Jacinto Street, Railroad Track to S. Dorrance Street
- Seldon Street, Lacy Street to Market Street

These projects will consist of removing existing asphalt, fixing all base failures, and relaying 2 inches of Type D Hot Mix. These are the roads from the pavement study done in 2024 and approved by Council.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to seek sealed bids for asphalt resurfacing on 30 streets in Districts 1 and 2.

CITY MANAGER APPROVAL:



Agenda Date: February 10, 2025

To: City Council

From: Christophe Trahan, Economic Development Director

Agenda Item: First Amendment to Downtown Grant Performance Agreement between PEDC & Palestine Community Theater, Inc.

Date Submitted: 02/05/2025

SUMMARY:

Consider approval of a First Amendment to a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Palestine Community Theater, Inc. The PEDC Board approved this first amendment at its regularly called board meeting on January 14th, 2025, to grant Palestine Community Theater a ninety (90) day extension to the requirement in the Performance Agreement to complete all improvements funded by the grant.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

First Amendment to Downtown Performance Agreement - Palestine Theater Inc.

FIRST AMENDMENT TO DOWNTOWN GRANT PERFORMANCE AGREEMENT

THIS FIRST AMENDMENT TO DOWNTOWN GRANT PERFORMANCE AGREEMENT (“First Amendment”) is made effective the 14th day of January 2025, (“Effective Date”) by and among Palestine Economic Development Corporation, a Texas non-profit Type B economic development corporation (“PEDC”), and Palestine Community Theater, Inc. (“PCT”). The PEDC, and the PCT may be referred to herein as the “Parties” and, each separately, as a “Party.”

RECITALS

A. The Parties entered into that certain Downtown Grant Performance Incentive Agreement executed by PEDC on April 23, 2024 (“Performance Agreement”), which is incorporated herein by reference.

B. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meanings as defined in the Performance Agreement.

C. The PCT has requested a ninety (90) day extension to the requirement in the Performance Agreement that they will secure completion of all the improvements, including replacement of an HVAC system at the business property of The Historic Texas Theater, that being 213 W. Crawford St, Palestine, TX 75801, before January 17, 2025.

D. The PCT understands that payment of the remaining 50% of his total grant award will not be made until a finding of completion of all improvements is made by the PEDC board of directors.

E. The Parties wish to modify the Performance Agreement to extend the deadline to ensure the successful completion of the obligations and requirements under the Performance Agreement.

F. The ultimate purposes and goals of the Performance Agreement for encouraging economic development shall still be met; therefore, the extension of deadlines is warranted to accomplish those purposes and goals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. Section 1.4 of the Performance Agreement is amended as follows:

APPLICANT shall secure completion of the improvements in compliance with its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before April 17, 2025.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the Effective Date.

Palestine Economic Development Corporation
(a Texas non-profit Type B economic
development corporation)

By: _____
Name: Dan Bochsler
Its: President

Dogwood Embroidery

By: _____
Name: Linda McDonald
Its: Board Member

City of Palestine

By: _____
Name: Mitchell Jordan
Its: Mayor

This is the signature page to that certain First Amendment to Performance Agreement effective January 14, 2025.



Agenda Date: February 10, 2025

To: City Council

From: Cassie Ham, Tourism Marketing Manager

Agenda Item: Resolution and TEA 30A Agreement with TxDOT Authorizing Street Closures for Dogwood Festival Parade

Date Submitted: 02/03/2025

SUMMARY:

The Palestine Area Chamber of Commerce has submitted its request to route the Dogwood Festival Parade onto Spring Street between Avenue A and Queen Street. The appropriate city staff has approved the parade request, and staff are drafting the proper documents to be submitted to TxDOT for approval. Staff will complete the attached Traffic TEA30A document with the final map before submitting it to TxDOT.

RECOMMENDED ACTION:

Staff recommends approval of a resolution authorizing the City to enter into an agreement with TxDOT for the temporary closure of Spring Street for the Dogwood Festival Parade on March 22, 2025.

CITY MANAGER APPROVAL:

Attachments

Resolution for Road Closure Dogwood 2025

TEA30A Agreement Dogwood 2025

RESOLUTION NO. R--25

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS FOR THE TEMPORARY CLOSURE OF STATE HIGHWAYS FOR THE DOGWOOD FESTIVAL PARADE IN PALESTINE.

WHEREAS, the State of Texas (“State”) owns and operates a system of highways for public use and benefit through the Texas Department of Transportation, including those systems in the City of Palestine, Texas (“City”) and Anderson County, Texas (“County”); and

WHEREAS, the City has requested the temporary closure of certain State Highways for the purposes of the Dogwood Festival Parade in Palestine; and

WHEREAS, the event will be located within the City’s incorporated area; and

WHEREAS, the City hereby assures the State that there will be appropriate passage allowance for emergency traffic.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Palestine, Texas, that the Mayor of the City of Palestine is hereby authorized to execute an agreement with the State for the temporary closure of State Highways for the Dogwood Festival Parade in Palestine.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, on the 10th of February, 2025.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY

STATE OF TEXAS §
COUNTY OF ANDERSON §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Palestine, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS the State owns and operates a system of highways for public use and benefit, including Palestine, in Anderson, County; and

WHEREAS the local government has requested the temporary closure of W. Spring Street between Avenue A and N. Queen Street, and N Church Street and Mallard St. between Market and Crawford and for the purpose of the Dogwood Festival Parade, from 9:30 a.m. to 11:45 a.m. as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 10 day of February 2025, the Palestine City Council passed **Resolution No. R- -25**, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway

numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit A."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed, and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for

the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Palestine 504 N Queen Street Palestine, Texas 75801 	Texas Department of Transportation

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF PALESTINE

Executed on behalf of the local government by:

By _____ Date _____
Mitchell Jordan, Mayor

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Dogwood Festival Parade Route 2024

Palestine, TX – March 22, 2025

Event Description:

The Palestine Area Chamber of Commerce will be hosting the annual Dogwood Festival Parade on March 22, 2025. The festival will begin at 9:00 a.m. and close at 6:00 p.m. and will be hosted in the Palestine Main Street District. The Parade will begin at 10:00 a.m. and the request to locate it along Spring Street will allow more spectators to find space along the route and will provide a safer distance between spectators and moving vehicles in the parade. The parade typically lasts about an hour to an hour and a half and Spring Street will reopen immediately after the final float turns onto Queen Street. Palestine Police Department vehicle barricades will be parked at each crossing intersection because these are the main access points to the roads we are closing off. Their job is to make sure cars don't drive past the closures and onto the route behind them.





Agenda Date: February 10, 2025

To: City Council

From: Christophe Trahan, Economic Development Director

Agenda Item: Second reading and possible action regarding a resolution authorizing a PEDC Type B Project.

Date Submitted: 02/05/2025

SUMMARY:

Second reading and possible action regarding a resolution authorizing a project of the Palestine Economic Development Corporation, a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the Palestine Economic Development Corporation's Community Development Grant Program.

RECOMMENDED ACTION:

Staff recommends conducting a second reading and approving a resolution authorizing a project of the Palestine Economic Development Corporation, a Type B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the Palestine Economic Development Corporation's Community Development Grant Program.

CITY MANAGER APPROVAL:

Attachments

Resolution Authorizing Type B EDC Project - Community Development Grant Program

RESOLUTION NO. R-_____

RESOLUTION APPROVING AND AUTHORIZING A PROJECT OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION (THE “PEDC”), A TYPE B ECONOMIC DEVELOPMENT SALES TAX CORPORATION, AND THOSE PROJECT-RELATED EXPENDITURES IN FURTHERANCE OF THE PEDC’S COMMUNITY DEVELOPMENT GRANT PROGRAM

WHEREAS, on December 10, 2024, the PEDC declared its intent and desire to continue participating and expand funding general projects offering economic development grants that being the **Community Development Grant Program (“CDG Program”)** by allocating funds to budgeted line items totaling \$150,000 to the CDG Program (the “Project”); and,

WHEREAS, in accordance with Section 505.158 of the Local Government Code, that general type of Project is to include land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the PEDC’s Board of Directors to promote new or expanded business development; and,

WHEREAS, the PEDC desires to offer economic development grants as incentives targeted to community development projects to be considered within the City of Palestine; and,

WHEREAS, the PEDC wishes to participate in the Project during FY 2024-2025 and, through such desire, after careful contemplation, has memorialized, declared, and published its intent to participate in such a project;

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 in Chapter 505 of the Local Government Code, directly incentivizes community development projects in the City of Palestine.

- 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.** The PEDC will receive applications, determine eligibility, hold any public hearings on specific funding agreements as required by Section 505.159 of the Local Government Code, and determine that the funds expended will be used for eligible "costs" of "projects" as those terms are defined in Chapters 501 and 505 of the Local Government Code.
- Section 5.** The PEDC will hereby fund the respective program in accordance with its amended & approved FY 2024-2025 budget as follows:
- A. Community Development Grant Program, in an amount not to exceed \$150,000.
- Section 6.** This Resolution shall take effect immediately upon passage and approval by the City Council.
- Section 7.** 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 8.** All other Resolutions or parts of Resolutions inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED, and ADOPTED on the 10th day of February, 2025.

MITCHELL JORDAN, Mayor

ATTEST:

APRIL JACKSON, City Secretary

APPROVED AS TO FORM:

REZZIN PULLUM, City Attorney



Agenda Date: February 10, 2025

To: City Council

From: Christophe Trahan, Economic Development Director

Agenda Item: Second reading and possible action of a resolution authorizing a PEDC Type B Project

Date Submitted: 02/05/2025

SUMMARY:

Second reading and possible action regarding a resolution authorizing a PEDC Type B Project of economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds to Palestine Mall Redevelopment LLC in exchange for job creation and capital investment.

RECOMMENDED ACTION:

Staff recommends conducting a second reading and approving a resolution authorizing a PEDC Type B Project of economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds to Palestine Mall Redevelopment LLC in exchange for job creation and capital investment.

CITY MANAGER APPROVAL:

Attachments

Project Authorization Resolution- Palestine Mall

RESOLUTION NO. R-_____

RESOLUTION APPROVING AND AUTHORIZING A PROJECT OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION (THE “PEDC”), A TYPE B ECONOMIC DEVELOPMENT SALES TAX CORPORATION, AND THOSE PROJECT-RELATED EXPENDITURES IN FURTHERANCE OF THE PEDC’S ECONOMIC DEVELOPMENT GRANT TO PALESTINE MALL REDEVELOPMENT, LLC.

WHEREAS, on December 10, 2024, the PEDC declared its intent and desire to participate in a project offering an economic development grant to **Palestine Mall Redevelopment, LLC (“the Company”)**, to incentivize the Company to construct, renovate, and lease a retail shopping complex in the City of Palestine (**the “City”**) by granting to the Company certain economic development incentives, those direct cash incentives consisting of the expenditure of sales tax funds, in exchange for the Company’s creation of one hundred and one (101) construction jobs and a capital investment of approximately \$12.637 million within the boundaries of the City of Palestine (**the “Project”**); and,

WHEREAS, in accordance with Section 505.158 of the Local Government Code, that Project is to include land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the PEDC’s Board of Directors to promote new or expanded business development; and,

WHEREAS, the PEDC wishes to participate in the Project during FY 2024-2025 and, through such desire, after careful contemplation, has memorialized, declared, and published its intent to participate in such a project;

WHEREAS, as such, it is anticipated that the Project shall require 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 in Chapter 505 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED, and ADOPTED on the 10th day of February, 2025.

MITCHELL JORDAN, Mayor

ATTEST:

APRIL JACKSON, City Secretary

APPROVED AS TO FORM:

REZZIN PULLUM, City Attorney



Agenda Date: February 10, 2025
To: City Council
From: Christophe Trahan, Economic Development Director
Agenda Item: Interlocal Agreement between the PEDC & the Texas State Railroad Authority
Date Submitted: 02/05/2025

SUMMARY:

Consider and take possible action regarding an Interlocal Agreement between the Palestine Economic Development Corporation and the Texas State Railroad Authority for the development of rail infrastructure improvements on property owned by the PEDC. This Interlocal Agreement was approved by the PEDC Board of Directors on January 14, 2025, and approved by the TSRA Board of Directors on December 20, 2024.

RECOMMENDED ACTION:

Staff recommends approving the Interlocal Agreement as presented.

CITY MANAGER APPROVAL:

Attachments

PEDC - TSRA Interlocal Agreement (Rail Infrastructure)

INTERLOCAL AGREEMENT
BETWEEN THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION AND
THE TEXAS STATE RAILROAD AUTHORITY

This **INTERLOCAL AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **Palestine Economic Development Corporation**, a Texas non-profit Type B economic development corporation (“**PEDC**”), created and operated pursuant to the provisions of Chapters 501 and 505, Local Government Code, as amended, and the **Texas State Railroad Authority**, a special district created under Section 59, Article XVI, Texas Constitution, and Texas Special District Local Laws Code Chapter 4501 (“**TSRA**”). Collectively, the PEDC and TSRA may be referred to herein as the “**Parties**” and, each separately, as a “**Party**.”

RECITALS

WHEREAS, The Interlocal Cooperation Act (the “Act”), Chapter 791 of the Texas Government Code, as amended, authorizes the PEDC and TSRA to enter into an interlocal agreement to provide a governmental function or service; and

WHEREAS, the PEDC has established policies to adopt and provide for such reasonable projects, as are permitted by law, to attract industry, to create and retain primary jobs, and to promote or develop new or expanded business enterprises within the City of Palestine, Anderson County, Texas (the “**City**”), and, thereby, expand the growth and enhance the economic stability of the City; and,

WHEREAS, pursuant to Texas Local Government Code Chapters 501 and 505, the PEDC may directly incentivize the economic development of the City through the development and diversification of the economy, the elimination of unemployment and underemployment, and the development and expansion of commerce within the State of Texas; and,

WHEREAS, TSRA desires and proposes to invest in the City by constructing rail infrastructure improvements and by performing commercial transloading operations and railcar storage within the City of Palestine, Anderson County, Texas, on the Property as defined below, with a capital investment of \$1.3 million (the “**Project**”); and,

WHEREAS, consistent with its public purpose under Texas Special District Local Laws Code Chapter 4501, TSRA seeks to complete the Project to diversify the economy, lower unemployment and underemployment, and to develop or expand commerce; and

WHEREAS, PEDC is the owner of the Property and desires to grant TSRA access to the Property for the Project, and TSRA desires to obtain access to the Property to facilitate the Project; and

WHEREAS, the PEDC desires and intends to grant TSRA the exclusive right to perform transloading operations and railcar storage in exchange for TSRA’s construction of the Project on the Property; and,

WHEREAS, the Parties entered into a *Non-Binding Letter of Intent*, approved by the PEDC's Board of Directors on February 1, 2024, attached hereto as **Exhibit A**, whereby the Parties negotiated and informally captured the intent and agreement of the Parties pertaining to the Project, which the Parties now intend to formally translate into this Agreement; and,

WHEREAS, the Parties enter this Agreement with the intention of entering into one or more related Economic Development Performance Agreements in the future; and,

WHEREAS, the PEDC's Board of Directors has found that this Agreement and the expenditures proposed hereunder will further economic investment in the City and are required, suitable, and necessary to promote and develop new and expanding business enterprise and to maintain a higher level of employment, economic activity, and stability; and,

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the PEDC and TSRA each agree to as follows:

AGREEMENT

ARTICLE 1 Project

- 1.01 Property.** TSRA shall construct rail infrastructure improvements on the Property, that being approximately 270 acres in Anderson County, Texas, and more specifically described in **Exhibit B** (the "**Property**").
- 1.02 Project Design.** PEDC shall design the Project to serve the needs of prospective commercial cargo enterprises ("**Prospects**") and the construction of railroad improvements and a commercial transloading facility. TSRA shall have the right to designate a rail switching operator ("**Operator**") that may assist with Project Design. PEDC may incorporate feedback and input from the TSRA in the Project Design.

ARTICLE II Authorization and Findings

- 2.01 Recitals.** The foregoing Recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, representations, consideration, and promises that bind the Parties.
- 2.02 Agreement.** The PEDC and TSRA enter into this Agreement in anticipation of the PEDC's provision of a direct incentive to TSRA under the Project which shall be memorialized in a separate formal Economic Development Performance Agreement upon approval of the Project Design and the completion of construction of the Project Design.
- 2.03 Authority of Parties.** Each Party represents and warrants to the other Party that it has all requisite power and authority to execute, deliver, and to perform its obligations under this

Agreement; and, upon execution of this Agreement, this Agreement will constitute valid and binding legal obligations of each party.

- 2.04 Fair Compensation.** The Parties acknowledge and agree that each of the covenants contemplated by this Agreement fairly compensates the performing Party for the services or functions to be performed under this Agreement.

ARTICLE III Definitions

- 3.01 Definitions.** As used in this Agreement, the following terms shall have the meaning set forth below:

- (a) **“Construction Period”** means that period of time that TSRA is required to construct the railroad improvements. The **“Construction Period”** shall begin on the Effective Date of this Agreement and shall continue until all construction is completed which shall be on or before December 31, 2026.
- (b) The **“Cure Period”** is that period during which, upon receipt of written notice of default, the defaulting Party must correct and cure its failure to perform under this Agreement. The Cure Period shall begin upon the date of written notice of the default. The Cure Period shall then last for a period of thirty (30) days thereafter.
- (h) A **“Default”** is a material breach of this Agreement – that allows for the termination of this Agreement – that occurs if TSRA (i) fails to complete construction of the railroad improvements and a commercial transloading facility as specified in the Project Design approved by the PEDC on or before December 31, 2026; (ii) fails to comply with any one or all of the terms of this Agreement; or, (iii) if any representation by TSRA in this Agreement is found to be false or misleading in any respect.
- (i) The **“Effective Date”** of this Agreement as used herein shall mean the date on which this Agreement is last executed by TSRA or the PEDC.
- (j) An **“Event of Bankruptcy or Insolvency”** means the dissolution or termination of TSRA’s existence as an ongoing business, insolvency, the appointment of a receiver for any of TSRA’s property or inventory and such appointment is not terminated within ninety (90) days after such appointment is initially made.
- (m) **“Incentives”** are those exclusive economic development benefits received by TSRA, from the PEDC, as provided for in this Agreement, in consideration for the representations, promises, and covenants of TSRA.

- 3.02 Terms Not Listed.** There may be terms not listed herein this Article that appear in this Agreement. Those terms not listed herein this Article shall be provided those meanings assigned herein this Agreement or as is otherwise obvious or stated.

ARTICLE IV **TSRA's Obligations**

- 4.01 Obligations of TSRA.** In consideration of receiving those economic development incentives provided to TSRA by the PEDC and as described in this Agreement, TSRA agrees it shall:

- (a) *Construction of Rail Improvements and Commercial Transloading Facility.*** TSRA shall build the rail improvements and transloading facility on the Property. TSRA shall have access to the Property solely for the construction of the rail improvements and the commercial transloading facility consistent with the Plan Design during the Construction Period. Access to the Property may include the storage of construction materials, the parking of vehicles and construction equipment, the use of a mobile office, and other related construction activities. During the Construction Period, TSRA shall provide the PEDC a copy of all required documents submitted to the City for the construction of the rail improvements and commercial transloading facility. During the Construction Period, TSRA shall submit a quarterly report, in writing, to the PEDC detailing the progress of the construction.
- (b) *Capital Investment.*** TSRA shall, through its designated Operator, make a capital investment of One Million Three Hundred Thousand Dollars and No Cents (\$1,300,000.00), with Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) committed during Fiscal Year 2024-2025, and Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) committed during Fiscal Year 2025-2026 with such capital investment consisting of real property improvements pursuant to the Project Design (TSRA's "**Capital Investment**"). At the PEDC's request, TSRA shall provide financial records which may include but is not limited to, tax returns, receipts, cancelled checks, and bank statements, evidencing that TSRA or its Operator has expended not less than \$1.3 million in real estate property improvements on or at the Property, with such improvements being on or at the Property and being in conformity with the Project Design and the City's Home Rule Charter and Code of Ordinances.
- (c) *Project Design Approval.*** Prior to commencing construction, TSRA must first obtain all applicable approvals and permits by the City of Palestine and any other regulatory entities.

- (d) ***Assumption of Risk.*** TSRA shall assume all responsibility, risk, and liability for all activities on the Property related to the construction of the Project Design, and the provision of its transloading or railcar storage operations.
- (e) ***Uninterrupted Rail Services.*** TSRA shall ensure that an interchange agreement remains in place between the TSRA's Operator and the Union Pacific Railroad Company. TSRA will ensure that any existing or future interchange agreements between a common carrier and TSRA's Operator or any other business enterprises that utilize TSRA's services on the Property comply with Common Carrier Obligations pursuant to the Interstate Commerce Act of 1887, the Staggers Rail Act of 1980, and U.S. Code Title 49, which are incorporated by reference, by requiring delivery and acceptance of railcars from the TSRA in a timely manner to ensure uninterrupted rail services. Should rail service operations on the Property cease for any reason (except for those reasons outlined in Section 11.08 that would not constitute the need for a replacement operator), the TSRA shall immediately file a petition with the Surface Transportation Board to grant emergency operating authority to a replacement operator to maintain uninterrupted rail services to the Property.
- (f) ***Legal Compliance.*** TSRA, at its sole cost and expense, shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Property, and at its sole cost and expense shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or connected with the Property. TSRA may not use the Property for any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters. During the Construction Period, TSRA may not use the Property for the permanent or temporary storage of any hazardous material which means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this Agreement or later enacted. After the Construction Period, TSRA may only use the Property for the permanent or temporary storage of any hazardous material, as defined herein, in a manner and quantity necessary for the ordinary performance of TSRA's operations, and then in compliance with all applicable laws. TSRA SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PEDC FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF CLEANUP AND REMEDIATION) ARISING FROM TSRA'S FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SECTION. THIS INDEMNITY PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

- (g) ***Maintenance.*** All maintenance of the Property during the Construction Period shall be at TSRA's sole cost and expense.
- (h) ***Surrender of the Property.*** At the end of Term or upon termination of this Agreement pursuant to Article VII, TSRA shall surrender the Property to PEDC in the same or better condition as it was received. TSRA will leave the Property in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- (i) ***Alterations, Additions, and Improvements.*** No clearing, removing of trees, alteration, additions, or improvements to the Property, other than as contained in the approved Project Design, shall be made by TSRA without PEDC's written approval.
- (j) ***Insurance.*** During the Construction Period, TSRA shall procure and maintain, at its sole expense, comprehensive commercial general liability insurance on the Property with minimum policy limits \$1,000,000.00 per claim / \$2,000,000.00 aggregate on account of bodily injuries or death of one or more persons and property damage insurance. TSRA shall designate PEDC as an additional insured on its commercial general liability policy. At the request of PEDC, TSRA shall furnish PEDC with a certificate of insurance reflecting each policy of insurance required to be maintained by TSRA. All required insurance shall continue for at least sixty (60) days after the Construction Period, to include performance of all warranty work. Thereafter, TSRA shall procure and maintain sufficient comprehensive general liability insurance for the operation of the commercial transloading facility.
- (k) ***Waiver of Subrogation.*** It is agreed by the undersigned parties that if the Property shall be damaged or destroyed by an insured peril, then, and to the extent allowable without invalidating such insurance, and whether or not such damage or destruction was caused by negligence of the other party, neither party shall have any liability to any insurer of the other for or in respect of such damage or destruction.
- (l) ***Utility Services.*** During the Construction Period, TSRA shall pay the cost of all utility services during the Term as well as during any period in which TSRA is in possession of the Property.

ARTICLE V

PEDC's Obligations

- 5.01 Property Access.** PEDC shall provide TSRA access to the Property solely for the construction of the rail improvements, the use of the rail improvements, and the commercial transloading facility consistent with the Project Design during the Term of this Agreement. Access to the Property may include the storage of construction materials, the

parking of vehicles and construction equipment, the use of a mobile office, and other related construction activities.

5.02 Exclusive Right to Perform Transloading Operations and Railcar Storage. Upon execution of this Agreement, PEDC shall grant TSRA the exclusive right to perform commercial transloading operations and railcar storage on the Property. During the Term of this Agreement, PEDC shall not recruit any other dedicated commercial transloading or railcar storage operators. Any transloading or railcar storage operations facilitated or required by any business enterprise on the Property are understood by the Parties to be incidental to that business enterprise's operations and not in conflict with TSRA's exclusive rights granted hereunder.

5.03 Assignment. TSRA may assign its exclusive right to perform transloading operations and railcar storage on the Facility Property and its other rights and responsibilities to its Operator, but any assignment must include a provision stating that, in the event TSRA terminates its agreement with said Operator, all rights and responsibilities revert back to TSRA.

ARTICLE VI

Term

6.01 This Agreement shall be effective as of the Effective Date and shall terminate the earlier of: (1) the date TSRA has completed construction on all rail infrastructure improvements in accordance with the Project Design and the PEDC has conveyed all of the Property identified in the Project Design by means of sale or incentive; or (2) as terminated pursuant to Article VII below.

ARTICLE VII

Events of Default; Termination

7.01 Declaration of Default. During the period which this Agreement is effective, TSRA is in default if it: (i) fails to complete construction of the railroad improvements and the commercial transloading facility as specified in the Project Design approved by the PEDC on or before December 31, 2026; (ii) fails to comply with any one or all of the terms of this Agreement; or, (iii) if any representation by TSRA in this Agreement is found to be false or misleading in any respect.

7.02 Notice and Opportunity to Cure. Unless otherwise stated herein this Agreement, if any Party fails to meet its obligations under this Agreement during the Term, the other Party will terminate this Agreement. Prior to such termination, the non-defaulting Party shall provide written notice to the defaulting Party of the default and intent to terminate this Agreement. Upon receipt of written notice of default, the defaulting Party shall be allowed a period of thirty (30) days to correct and cure such failure (**the "Cure Period"**).

7.03 Termination.

- (a) **Default.** In the event TSRA defaults on or causes a default of this Agreement, this Agreement may then be terminated by the PEDC pursuant to Sections 7.01 and 7.02.
- (b) **Discontinuation of Operations.** In the event TSRA discontinues the operation of the commercial transloading and railcar storage facility for any reason other than a force majeure event, as defined in this Agreement, for a period of more than one (1) year during the Term, then this Agreement shall terminate.
- (c) **Bankruptcy or Insolvency.** TSRA shall be deemed in default under this Agreement, which shall be deemed a breach hereunder, if TSRA experiences an Event of Bankruptcy or Insolvency; however, if TSRA retains ownership of its assets and maintains business operations under a bankruptcy reorganization, such event shall not constitute a default or breach of this Agreement.

7.04 Funding. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE VIII

Future Potential Economic Development Incentives

8.01 Consistent with Chapters 501 and 505 of the Texas Local Government Code, particularly that legislative intent expressed in Section 501.004 of the Texas Local Government Code, the Project shall promote and develop new and expanded business enterprises through the development and expansion of business, commerce, and industry and, as a result, maintaining a higher level of employment, economic activity, and stability. The Project, Property, and Project Design are all intended to attract prospective commercial cargo enterprises ("**Prospects**"). To be considered for the receipt of certain economic development incentives, those which may include but not be limited to land and other direct cash incentives consisting of the expenditure, abatement, and rebate of certain tax revenues, a Prospect must (1) make a minimum capital investment of \$1 million, or more, in furtherance of the Project for each acre of Property to be considered as a part of economic development incentives and (2) commit to the creation of, at least, twenty (20) fulltime primary jobs at peak employment. The PEDC shall have the right to approve or deny the provision of any and all economic development incentives, those which may include but not be limited to land and other direct cash incentives consisting of the expenditure, abatement, and rebate of certain tax revenues, to a Prospect or to the TSRA, at the sole discretion of the PEDC's Board of Directors.

- 8.02** Any economic development incentives, those which may include but not be limited to land and other direct cash incentives consisting of the expenditure, abatement, and rebate of certain tax revenues, considered for existing business enterprises that have operations located in the immediate vicinity of the Property will not be subject to the capital investment and job creation requirements outlined in this Agreement. Any economic development incentives considered for these enterprises will be negotiated separately from this agreement and in accordance with Chapters 501 and 505 of the Texas Local Government Code. Those business enterprises are understood to be the TSRA, the TSRA's Operator and Verdant Specialty Solutions US LLC.
- 8.03** If the PEDC enters into negotiations to sell portions of the Property without any economic development incentives, it will only consider the sale of the property at a price equal to or greater than the fair market value at the time of sale, as determined by a Texas Certified General Appraiser selected by the PEDC, and as required by Texas law.

ARTICLE IX

Indemnification

TSRA, IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE PEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE PROJECT DESIGN, CONSTRUCTION, RAILCAR STORAGE, OR OPERATION OF A TRANSLOADING FACILITY ON THE PROPERTY, OPERATOR IMPROVEMENTS OR OPERATIONS, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY. TSRA AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE PEDC, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEY'S FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF, LOSS OF USE OF, OR DAMAGE TO PROPERTY ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF THE PEDC, ITS OFFICERS, AGENTS, OR EMPLOYEES.

ARTICLE X

Access to Information

- 10.01 Access to Information.** TSRA agrees to allow the PEDC, upon request, access to information necessary to ensure compliance with this Agreement.

ARTICLE XI

Miscellaneous Provisions

- 11.01 Mutual Assistance.** TSRA and the PEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out those terms and provisions.
- 11.02 Representation and Warranties.** TSRA represents and warrants to the PEDC that it has the requisite authority to enter into this Agreement. TSRA represents and warrants to the PEDC that it will not violate any Federal, State, or local laws in completing the Project and that all proposed improvements shall conform to all applicable building codes, ordinances, and regulations.
- 11.03 Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 11.04 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.
- 11.05 Entire Agreement.** This Agreement, the Exhibits attached hereto, embody the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party relative to the subject matter hereof, which are not expressly set forth herein.
- 11.06 Amendment.** Except as otherwise provided in this Agreement, this Agreement shall be subject to changes, amendments, or modifications only in writing with the signatures and mutual consent of all Parties hereto.
- 11.07 Beneficiaries.** This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party. Nothing in this Agreement shall be construed to establish any third-party beneficiaries.
- 11.08 Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "**Force Majeure**," as

used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, if any, and any other inability of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

11.09 Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) delivering the same in person to such party; or (iii) utilizing an overnight or messenger delivery service that retains regular records of delivery and receipt. The initial addresses of the parties for the purpose of notice under this Agreement are as follows:

If to the PEDC:

Palestine Economic Development Corporation

Attn: Dan Bochsler, Vice President
100 Willow Creek Parkway, Ste. A
Palestine, Texas 75801

With a copy to:

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

Attn: Heather N. Cook
820 Gessner Road
Suite 1570
Houston, Texas 77024

If to TSRA:

Texas State Railroad Authority

Attn: Ben Campbell, President
C/O City of Palestine Finance Department
504 N. Queen Street
Palestine, TX 75801

11.10 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any Party.

11.11 Venue and Applicable Law. This Agreement and any amendment thereto shall be performable and enforceable in Anderson County, Texas, and shall be construed in accordance with the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be exclusively in a court of appropriate jurisdiction in Anderson County, Texas.

- 11.12 Sovereign Immunity Acknowledged and Retained.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE PEDC AND THE TSRA RETAIN ALL APPLICABLE GOVERNMENTAL IMMUNITIES.
- 11.13 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.
- 11.14 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.
- 11.15 No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a joint venture or any other joint partnership between the Parties.
- 11.16 No Third-Party Beneficiaries.** This Agreement is entered solely by and between the PEDC and the TSRA and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
- 11.16 Alternative Dispute Resolution.** Pursuant to Texas Government Code § 791.015 and Texas Government Code Chapter 2009, in the event of a dispute over the terms and conditions of this Agreement or the Parties' rights, duties, and performance under this Agreement, the Parties agree to submit such dispute to alternative dispute resolution procedures set forth in Texas Civil Practice and Remedies Code Chapter 154.
- 11.17 No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
- 11.18 Modification.** The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the Parties.

[Signature pages to follow]

IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the dates subscribed below:

PEDC:

PALESTINE ECONOMIC DEVELOPMENT CORPORATION

By: _____
DAN BOCHSLER, President

Date of Execution by the PALESTINE ECONOMIC DEVELOPMENT CORPORATION:
_____, 2024

ATTEST:

By: _____
Kim Willmott, PEDC Vice President

STATE OF TEXAS §
§
ANDERSON COUNTY §

This instrument was acknowledged before me on the _____ day of _____ 2024, by **Dan Bochslar, President, Palestine Economic Development Corporation**, on behalf of said municipal corporation.

NOTARY PUBLIC, State of Texas

TSRA:

TEXAS STATE RAILROAD AUTHORITY

By: _____
Ben Campbell, *President*

Date of Execution by TSRA:
_____, 2024

STATE OF TEXAS

§

§

ANDERSON COUNTY

§

This instrument was acknowledged before me on the _____ day of _____
2024, by Ben Campbell, ***President***, **Texas State Railroad Authority**, on behalf of said business
entity.

NOTARY PUBLIC, State of Texas



Agenda Date: February 10, 2025
To: City Council
From: Teresa Herrera, City Manager
Agenda Item: General Warranty Deed - Forest Service
Date Submitted:

SUMMARY:

The City of Palestine, Texas, intends to convey a 4.000-acre tract of land located in the Charles Gatewood Survey, A-312, Anderson County, Texas, to the Board of Regents of the Texas A&M University System. The conveyance is for the stated public purposes of parking, staging, and storing emergency response equipment and resources, as well as other emergency response or educational uses.

The deed includes a reversionary clause stipulating that if the property is not used for the specified public purposes for a period of six (6) consecutive months or longer, ownership will revert to the City of Palestine. The conveyance is subject to all reservations, restrictions, and easements of record.

RECOMMENDED ACTION:

Staff recommends approval of the General Warranty Deed conveying the property to the Texas A&M University System and authorization for the Mayor to execute all necessary documents.

CITY MANAGER APPROVAL:

Attachments

General Warranty Deed

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

GENERAL WARRANTY DEED

DATE: _____, 2025

GRANTOR: **CITY OF PALESTINE, TEXAS**, a Texas municipality (hereafter referred to as “**GRANTOR**”)

GRANTOR'S MAILING ADDRESS: 504 N. Queen Street
Palestine, Texas 75801

GRANTEE: **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas (hereafter referred to as “**GRANTEE**”)

GRANTEE'S MAILING ADDRESS: The Texas A&M University System
Office of Business Affairs
Attn: System Real Estate Office
301 Tarrow St., 5th Floor
College Station, Texas 77840-7896

CONSIDERATION: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged.

PROPERTY CONVEYED (including all improvements): The surface only of 4.000 acres of land in the Charles Gatewood Survey, A-312, Anderson County, Texas, and being more particularly described on attached Exhibit “A”.

RESERVATIONS FROM CONVEYANCE: **GRANTOR**, reserves unto itself, its successors and assigns, all oil, gas and other minerals, in and under that may be produced from the Property; provided, however, **GRANTOR** expressly releases and waives, on behalf of itself and its successors and assigns, all rights of ingress and egress and all rights of every kind and character whatsoever to enter upon or to use the surface of the Property or any part thereof, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals in, on, and under the Property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance is made subject to all reservations, covenants, restrictions, easements, rights of way, and other matters affecting the Property of record in the Official Public Records of the county in which the Property is located, or apparent on the ground.

GRANTOR, for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, **GRANTS, SELLS, and CONVEYS** to **GRANTEE** the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, **TO HAVE AND TO HOLD** the Property to **GRANTEE** and its successors and assigns forever, as long as **GRANTEE** uses the Property for the public purposes of: (i) parking, staging and storing additional equipment and resources for emergency response management; and (ii) emergency response or educational purposes on the Property, which shall constitute a valid public purpose of the **GRANTOR**. Upon failure to use the Property for the public purposes contemplated herein for a period of six (6) consecutive months or longer, the title to the Property shall revert to the **GRANTOR**, its successors or assigns, without having to file a lawsuit to perfect title of the Property. **GRANTOR** hereby binds **GRANTOR** and **GRANTOR'S** successors and assigns to **WARRANT** and **FOREVER DEFEND** all and singular the Property to **GRANTEE** and its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

[Signature page follows]

EXECUTED by **GRANTOR** on the _____ day of _____, 2025.

GRANTOR:

CITY OF PALESTINE, a Texas municipality

By: _____
MITCHELL W. JORDAN, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025 by **MITCHELL W. JORDAN**, Mayor of the City of Palestine, Texas, a Texas municipality.

Notary Public in and for the State of Texas

EXHIBIT "A"

Property Description

All that certain tract or parcel containing 4.000 acres of land in the Charles Gatewood Survey, A-312, Anderson County, Texas, a portion of a tract which was called 304.82 acres (Tenth Tract), and conveyed from Palestine Water Works Company to City of Palestine, by an instrument of record in Volume 122, Page 557, of the Anderson County Deed Records, (ACDR), said 4.000 acres being more particularly described by metes and bounds as follows, basing bearings on the Texas Coordinate System of 1983, (NAD 83) Central Zone, to wit;

COMMENCING FOR REFERENCE from a 1/2" iron rod found for northeast corner of a tract which was called 6.172 acres, Lot 1, Block 1, Fire Sub-Station No. 3 Addition, by an instrument of record in Envelope #197-A, Page 73, of the Anderson County Plat Records, (ACPR), lying in the south right of way (R-O-W) line of Upper Lake Road, a public road;

THENCE N43°16'42"W, 60.21 feet, crossing said 304.82 acre tract and Upper Lake Road to a 5/8" iron rod (stamped Johnson & Pace Inc.) set for northeast corner, lying in the north R-O-W line of Upper Lake Road and PLACE OF BEGINNING of the tract described herein;

THENCE S51°29'08"W, 370.35 feet, continuing across said 304.82 acre tract and north R-O-W line of Upper Lake Road to a 5/8" iron rod set for angle point and the beginning of a curve;

THENCE 57.99 feet, continuing across said 304.82 acre tract and north R-O-W line of Upper Lake Road to an arc of a curve to the right, (Delta= 23°39'03", Radius= 140.49 feet, Chord= S64°18'04"W, 57.58 feet), to a 5/8" iron rod set at the end of curve for an angle point;

THENCE S82°23'39"W, 36.35 feet, continuing across said 304.82 acre tract and north R-O-W line of Upper Lake Road to a 5/8" iron rod set for angle point;

THENCE N81°11'54"W, 45.41 feet, continuing across said 304.82 acre tract and north R-O-W line of Upper Lake Road to a 5/8" iron rod set for southeast corner;

THENCE N75°37'19"W, 325.55 feet, continuing across said 304.82 acre tract and north R-O-W line of Upper Lake Road to a 5/8" iron rod set for southwest corner, from which a 1/2" iron rod found for southwest corner of a tract which was called 1.84 acre and conveyed from City of Palestine to Texas Forest Service, by an instrument of record in Volume 1252, Page 816, of the Anderson County Official Public Records, (ACOPR), bears: S14°30'20"W, 200.21 feet;

THENCE departing Upper Lake Road, N13°59'02"E, continuing across said 304.82 acre tract, at 77.32 feet pass a chain link fence corner post found, and continuing across said 304.82 acre tract, at 267.75 feet pass a chain link fence corner post found, and continuing across said 304.82 acre tract for a distance in all of 307.80 feet to a 5/8" iron rod set for northwest corner, from which a 3/8" iron rod found for most northerly northwest corner of said 304.82 acre tract bears: N21°32'37"W, 3,446.98 feet, lying in the south R-O-W line of Perry Tap Road;

THENCE S79°14'34"E, 675.41 feet, continuing across said 304.82 acre tract to the PLACE OF BEGINNING, containing 4.000 acres of land, more or less. As a part of this professional service, a certified plat has been prepared by Johnson & Pace Incorporated under Job # 5757-001.



Agenda Date: February 10, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: Reauthorization of Street Maintenance Sales Tax
Date Submitted: 02/03/2025

SUMMARY:

Chapter 327 of the Texas Tax Code allows cities to impose a local sales and use tax specifically dedicated to the maintenance and repair of streets, contingent upon the approval of a properly held election. This tax expires on the fourth anniversary of any sales and use tax election unless it is reauthorized. The current Street Maintenance Sales Tax, approved by qualified voters in the City of Palestine in 2021, will expire in May.

With Council approval, a special election will be held to vote for or against a proposition to reauthorize the local sales and use tax in Palestine, Texas, at the rate of one-fourth (1/4) of one percent (1%) to continue providing revenue for maintaining and repairing municipal streets.

This special election will occur in conjunction with the General Election on May 3, 2025. The sales and use tax will only take effect if a majority of qualified voters participating in the election support the proposition.

RECOMMENDED ACTION:

Staff recommends approval of the ordinance as presented.

CITY MANAGER APPROVAL:

Attachments

Ordinance

ORDINANCE NO. O- -25

AN ORDINANCE OF THE CITY OF PALESTINE, TEXAS, CALLING AND ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF SUBMITTING A PROPOSITION ON THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING FOR THE CONDUCT OF THE ELECTION; PROVIDING FOR EARLY VOTING; PROVIDING FOR POLLING PLACES; PROVIDING FOR OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTIONS; PROVIDING FOR PROPER NOTICE AND MEETING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 327 of the Texas Tax Code authorizes cities to impose a local sales and use tax rate for funds dedicated to street maintenance and repair upon a properly held election approving the same; and

WHEREAS, the City Council of the City of Palestine, Texas ("City") hereby finds and determines that an election should be held to determine whether to reauthorize the City to levy and collect a sales and use tax within the City under provisions of Chapter 327, as amended, Texas Tax Code, for the maintenance and repair of municipal streets; and

WHEREAS, the City intends to hold a special election in conjunction with the May 3, 2025 General Election; and

WHEREAS, the sales and use tax will only be effective if the majority of qualified voters voting at the May election on the proposition support the reauthorization to continue providing revenue for maintenance and repair of municipal streets.

WHEREAS, the combined rate of all local sales tax and use taxes imposed by the City and other political subdivisions having territory in the City will not exceed two (2) percent; and

WHEREAS, the Council hereby finds and determines that the holding of this election on the date set forth below is in the best interest of the citizens of the City.

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

That the Registered Voters of Palestine, Texas are hereby notified:

SECTION 1. In accordance with and pursuant to the provisions and requirements of the laws of the State of Texas, and of the Palestine City Charter, an Election is hereby ordered to be held on May 3, 2025, for the purpose of voting for or against a proposition for the reauthorization of the local sales and use tax in Palestine, Texas at the rate of one-fourth (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of any sales and use tax election, unless the imposition of the tax is reauthorized.

SECTION 2. The votes shall be upon official ballots prepared in such a manner as will permit the voters to vote "For" or "Against" the proposition submitted, with the propositions to be expressed on the official ballot in a form substantially as follows:

PROPOSITION A

THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF PALESTINE, TEXAS AT THE RATE OF ONE-FOURTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.

PROPUESTA A

LA REAUTORIZACIÓN DEL IMPUESTO LOCAL SOBRE LAS VENTAS Y USO EN LA CIUDAD DE PALESTINE, TEXAS A UNA TASA DE UN-CUARTO (1/4) DE UN PORCIENTO (1%) PARA CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y LA REPARACIÓN DE LAS CALLES DEL MUNICIPIO. EL IMPUESTO CADUCARÁ EN EL CUARTO ANIVERSARIO DE LA FECHA DE ESTA ELECCIÓN A NO SER QUE DICHO IMPUESTO SEA REAUTORIZADO.

SECTION 3. The Special Election shall be held in accordance with the Election Code of this State and only resident qualified voters of the City shall be eligible to vote at the election.

SECTION 4. The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004, and 85.007 of the Texas Election Code, Section 9.004 of the Local Government Code, and all necessary orders and writs for the election shall be issued by the proper authority. Returns of the election shall be made to the City Council immediately after the closing of the polls.

SECTION 5. Early Voting by Personal Appearance will be conducted at the Anderson County Courthouse Annex, 703 N. Mallard Street, Suite 103A, Palestine, Texas, beginning on April 22, 2025, and ending on April 29, 2025, with hours to be determined.

SECTION 6. Applications for ballot by mail shall be mailed to: Casey Brown, Elections Administrator, 703 N. Mallard Street, Suite 116, Palestine, Texas, 75801.

SECTION 7. Applications for ballot by mail must be received by mail no later than the close of business on April 22, 2025.

SECTION 8. The polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on May 3, 2025, for voting:

District 1 – Freedom Fellowship Church, 125 Kickapoo Street
District 2 – New Fellowship Christian Church, 1500 W. Reagan Street
District 3 – Washington Early Childhood Center, 1020 Hamlett Street
District 4 – Westwood Baptist Church, 1809 Bassett Road
District 5 – Palestine I.S.D. Administrative Offices, 1007 E. Park Avenue
District 6 – Palestine High School, 1600 S. Loop 256

SECTION 9. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10. This Ordinance shall take effect and be in full force immediately upon passage and approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Palestine, Texas, on the 10th day of February 2025.

MITCHELL JORDAN
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON
CITY SECRETARY

REZZIN PULLUM
CITY ATTORNEY

ORDENANZA NO. O- -25

UNA ORDENANZA DE LA CIUDAD DE PALESTINE, TEXAS, CONVOCANDO Y ORDENANDO UNA ELECCIÓN ESPECIAL QUE SE LLEVARÁ A CABO EL 3 DE MAYO DE 2025, CON EL PROPÓSITO DE PRESENTAR UNA PROPOSICIÓN SOBRE LA REAUTORIZACIÓN DEL IMPUESTO LOCAL SOBRE LAS VENTAS Y EL USO A LA TASA DE UN CUARTO (1/4) DEL UNO POR CIENTO (1%) PARA CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y REPARACIÓN DE LAS CALLES MUNICIPALES; PROVEER PARA LA REALIZACIÓN DE LA ELECCIÓN; PROVEER A LA VOTACIÓN ANTICIPADA; PROPORCIONAR LUGARES DE VOTACIÓN; PREVER OTROS ASUNTOS INCIDENTES Y RELACIONADOS CON DICHAS ELECCIONES; PROPORCIONAR UNA NOTIFICACIÓN Y REUNIÓN ADECUADAS; Y ESTABLECER UNA FECHA DE ENTRADA EN VIGOR.

CONSIDERANDO QUE, el Capítulo 327 del Código Tributario de Texas autoriza a las ciudades a imponer una tasa impositiva local sobre las ventas y el uso para los fondos dedicados al mantenimiento y reparación de calles sobre una elección debidamente celebrada que apruebe la misma; y

CONSIDERANDO QUE, el Concejo Municipal de la Ciudad de Palestine, Texas ("Ciudad") por la presente determina y determina que se debe llevar a cabo una elección para determinar si se reautoriza a la Ciudad a imponer y recaudar un impuesto sobre las ventas y el uso dentro de la Ciudad bajo las disposiciones del Capítulo 327, según enmendado, Código Tributario de Texas, para el mantenimiento y reparación de las calles municipales; y

CONSIDERANDO QUE, la Ciudad tiene la intención de celebrar una elección especial junto con las Elecciones Generales del 3 de Mayo de 2025; y

CONSIDERANDO QUE, el impuesto sobre las ventas y el uso solo entrará en vigencia si la Mayoría de los votantes calificados que votarán en las elecciones de Mayo sobre la proposición apoyan la reautorización para continuar proporcionando ingresos para el mantenimiento y reparación de las calles municipales.

CONSIDERANDO QUE, la tasa combinada de todos los impuestos locales sobre las ventas y los impuestos sobre el uso impuestos por la Ciudad y otras subdivisiones políticas que tengan territorio en la Ciudad no excederá el dos (2) por ciento; y

CONSIDERANDO QUE, el Concejo por la presente encuentra y determina que la celebración de esta elección en la fecha establecida a continuación es en el mejor interés de los ciudadanos de la Ciudad.

AHORA, POR LO TANTO, SEA ORDENADO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE PALESTINE, TEXAS:

Que se notifica a los Votantes Registrados de Palestine, Texas:

SECCIÓN 1. De acuerdo con y de conformidad con las disposiciones y requisitos de las leyes del Estado de Texas y de la Carta Constitucional de la Ciudad de Palestine, por la presente se ordena la celebración de una Elección el 3 de

Mayo de 2025, con el propósito de votar a favor o en contra de una proposición para la reautorización del impuesto local sobre las ventas y el uso en Palestine, Texas a razón de un cuarto (1/4) del uno por ciento (1%) para continuar proporcionando ingresos para el mantenimiento y reparación de las calles municipales. El impuesto expira en el cuarto aniversario de la fecha de cualquier elección de impuesto sobre las ventas y el uso, a menos que se vuelva a autorizar la imposición del impuesto.

SECCIÓN 2.

Los votos se efectuarán en papeletas oficiales preparadas de tal manera que permitan a los votantes votar "A favor" o "en contra" de la proposición presentada, y las proposiciones se expresarán en la papeleta oficial de la siguiente forma:

PROPOSICIÓN A

LA REAUTORIZACIÓN DEL IMPUESTO LOCAL SOBRE LAS VENTAS Y EL USO EN LA CIUDAD DE PALESTINE, TEXAS, A UNA TASA DE UN CUARTO (1/4) DEL UNO POR CIENTO (1%) PARA CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y REPARACIÓN DE LAS CALLES MUNICIPALES. EL IMPUESTO EXPIRA EN EL CUARTO ANIVERSARIO DE LA FECHA DE ESTA ELECCIÓN, A MENOS QUE SE VUELVA A AUTORIZAR LA IMPOSICIÓN DEL IMPUESTO.

PROPOSITION A

THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF PALESTINE, TEXAS AT THE RATE OF ONE-FOURTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.

SECCIÓN 3.

La Elección Especial se llevará a cabo de acuerdo con el Código Electoral de este Estado y solo los votantes calificados residentes de la Ciudad serán elegibles para votar en la elección.

SECCIÓN 4.

El alcalde notificará esta elección de acuerdo con los términos y disposiciones de las Secciones 4.004, 83.010, 85.004 y 85.007 del Código Electoral de Texas, la Sección 9.004 del Código de Gobierno Local, y todas las órdenes y mandamientos necesarios para la elección serán emitidos por la autoridad correspondiente. Las devoluciones de la elección se harán al Concejo Municipal inmediatamente después del cierre de las urnas.

SECCIÓN 5.

La Votación Anticipada por Comparecencia Personal se llevará a cabo en el Anderson County Courthouse Annex, 703 N. Mallard Street, Suite 103A, Palestine, Texas, comenzando el 22 de Abril de 2025 y finalizando el 29 de Abril de 2025, con horarios por determinar.

SECCIÓN 6. Las solicitudes para votar por correo se enviarán a: Casey Brown, Administrador de Elecciones, 703 N. Mallard Street, Suite 116, Palestine, Texas, 75801.

SECCIÓN 7. Las solicitudes para votar por correo deben recibirse por correo a más tardar al cierre de operaciones el 22 de Abril de 2025.

SECCIÓN 8. Los lugares de votación que se enumeran a continuación estarán abiertos de 7:00 a.m. a 7:00 p.m. el 3 de Mayo de 2025 para votar:

Distrito 1 – Freedom Fellowship Church, 125 Kickapoo Street
Distrito 2 – New Fellowship Christian Church, 1500 W. Reagan Street
Distrito 3 – Washington Early Childhood Center, 1020 Hamlett Street
Distrito 4 – Westwood Baptist Church, 1809 Bassett Road
Distrito 5 – Palestine I.S.D. Administrative Offices, 1007 E. Park Avenue
Distrito 6 – Palestine High School, 1600 S. Loop 256

SECCIÓN 9. Se encuentra, determina y declara oficialmente que la reunión en la que se adopta esta Ordenanza estuvo abierta al público y se dio aviso público de la hora, el lugar y el tema de los asuntos públicos que se considerarán en dicha reunión, incluida esta Ordenanza, todo según lo requerido por el Capítulo 551, según enmendado, del Código de Gobierno de Texas.

SECCIÓN 10. La presente Ordenanza entrará en vigor y entrará en pleno vigor inmediatamente después de su aprobación y aprobación.

APROBADO, APROBADO Y ADOPTADO por el Concejo Municipal de la Ciudad de Palestine, Texas, el día 10 de Febrero de 2025.

MITCHELL JORDAN
ALCALDE

ATESTIGUAR:

PROBADO EN CUANTO A LA FORMA:

APRIL JACKSON
SECRETARIA DE LA CIUDAD

REZZIN PULLUM
ABOGADO DE LA CIUDAD



Agenda Date: February 10, 2025
To: City Council
From: April Jackson, City Secretary
Agenda Item: Charter Amendment Election
Date Submitted: 02/03/2025

SUMMARY:

The City Attorney will present propositions to City Council for consideration, which will then be submitted to the voters of Palestine in a Special Election scheduled for May 3, 2025. These propositions are developed from proposed amendments to the City Charter by the Charter Review Committee and the City Council. Additionally, City Council will consider an ordinance to order the Special Election, during which voters will have the opportunity to vote for or against these propositions.

This election will be held in conjunction with the General Election on May 3, 2025.

RECOMMENDED ACTION:

Staff recommends that City Council review the propositions intended for voter consideration.

CITY MANAGER APPROVAL:
