

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  
March 10, 2025  
Work Session at 5:15 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/81175464029?pwd=HuXa81a1e9rKJl4M8t6LsNUCf84uzQ.1>

Meeting ID: 811 7546 4029  
Passcode: 821570

One tap mobile  
+13462487799,,81175464029#,,, \*821570# 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/palestinetc](https://www.facebook.com/palestinetc)

**WORK SESSION**

1. Update and discussion on the Huey Helicopter Project. Mitchell Jordan, Mayor

**REGULAR MEETING**

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. PROPOSED CHANGES OF AGENDA ITEMS**

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

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

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

**E. CONFLICT OF INTEREST DISCLOSURES**

**F. CITY MANAGER'S REPORT**

1. February 2025 Development Services Monthly Report
2. February 2025 Fire Monthly Report
3. February 2025 Municipal Court Monthly Report
4. February 2025 Library Monthly Report
5. February 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 February 24, 2025. April Jackson, City Secretary
2. Consider approval of a resolution amending Document No. 3.16 - Prohibited Technologies Policy of the City of Palestine Employee Handbook. Lisa Cariker, HR Director
3. Consider authorizing the City Manager to accept a quote from Cla-Val Company for High Service #2 Check Valve at the Water Treatment Plant in the amount of \$28,343.75. Jason Shelton, Interim Public Works Director
4. Consider awarding RFP 2025-002 - Asphalt Resurfacing on 16 Streets in District 1 to AAA Paving LLC in the amount of \$1,496,013.60. Jason Shelton, Interim Public Works Director
5. Consider awarding RFP 2025-003 - Asphalt Resurfacing on 16 Streets in District 2 to McGuffey Contracting Inc. in the amount of \$1,009,295.00. Jason Shelton, Interim Public Works Director
6. Consider authorizing the City Manager and the Palestine Public Library to join the Carnegie Libraries of Texas Coalition. Ana Sanchez, Library Director
7. Consider approval of a three-year contract with ETEX Broadband for Internet service at the Palestine Public Library. Andrew Sibai, Finance Director
8. Consider approval of a Mural Services Contract between the City of Palestine, Deanna Pickett, and Richard Farris Jr. for a mural project at 310 W. Oak Street in an amount not to exceed \$18,000.00. Cassie Ham, Tourism Marketing Manager

**H. REGULAR AGENDA**

**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 551.071 consultation with attorney: pending or contemplated litigation or a settlement offer: Tracy Lynn Starr v. City of Palestine, Palestine Municipal Airport; and legal advice on contract negotiations for trash services and City Pool at Steven Bennett Park Operations Agreement.

**L. RECONVENE IN REGULAR SESSION**

1. Take any action necessary regarding Tracy Lynn Starr v. City of Palestine, Palestine Municipal Airport; and legal advice on contract negotiations for trash services and City Pool at Steven Bennett Park Operations Agreement.

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, March 7, 2025, at 4:30 p.m.**



April Jackson, City Secretary

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



Agenda Date: March 10, 2025  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Development Services Report for February 2025  
Date Submitted: 03/05/2025

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**SUMMARY:**

Development Services Report for February 2025

**RECOMMENDED ACTION:**

No action necessary.

**CITY MANAGER APPROVAL:**

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**Attachments**

Department Report



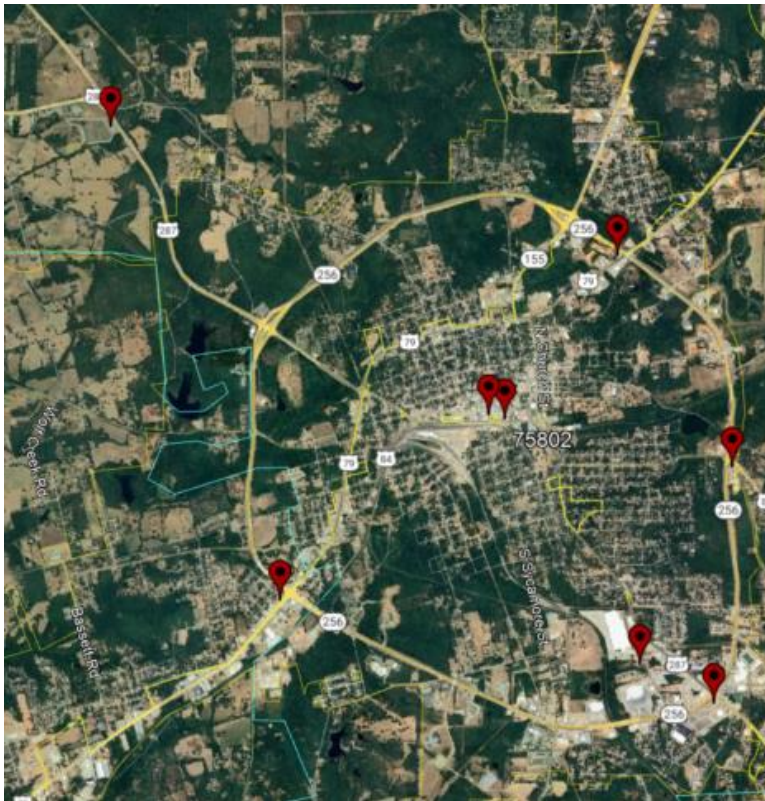
DEVELOPMENT SERVICES DEPARTMENT  
ACTIVITIES REPORT  
February 1-28, 2025

**PERMITTING TOTALS**

**BUILDING and LICENSE PERMITS**

Permit Type	February Permit Count	February Permit Fees	Permit Count / Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	10	\$28,186.54	57	\$169,020.57
CERTIFICATE OF OCCUPANCY	8	\$770	30	\$2,420
DRIVEWAY	0	\$0	3	\$150
FENCE	2	\$100	8	\$400
ROOFING	5	\$336.72	22	\$1,624.89
DEMOLITION	3	\$0	14	\$675
RIGHT OF WAY	0	\$0	4	\$1,550
COMMERCIAL ELECTRICAL	1	\$0	15	\$1,803.95
RESIDENTIAL ELECTRICAL	5	\$756	68	\$8,820
MECHANICAL	2	\$210	8	\$840
GAS TEST	5	\$525	37	\$3,885
PLUMBING	5	\$420	24	\$2,348
SIGN	1	\$50	11	\$750
SPECIFIC USE	3	\$975	6	\$1,500
CONTRACTOR LICENSE	10	\$1,250	35	\$4,375
HEALTH PERMITS	16	\$4,800	75	\$23,650
ZONING VERIFICATION LETTERS	0	\$0	4	\$120
PLAT	1	\$150	8	\$1,501
COMMERCIAL FILMING	0	0	1	\$0
<b>Totals:</b>	<b>77</b>	<b>\$38,529.26</b>	<b>430</b>	<b>\$225,433.41</b>

CERTIFICATE OF OCCUPANCY ISSUED Name	Address	Description
MADISON GRAVES	202 W OAK ST	CLEAN AND SHOW ONLY
CHICK FIL A	1940 S LOOP 256	OWNERSHIP CHANGE
KIM'S #2	1219 E PALESTINE AVE	OWNERSHIP CHANGE
KIM'S #3	2305 W OAK ST	OWNERSHIP CHANGE
KIM'S #8	1000 S LOOP 256	OWNERSHIP CHANGE
KIM'S #45	2585 HWY 19 N	OWNERSHIP CHANGE
KIM'S CONVIENENCE STORES	100 AVENUE A	OWNERSHIP CHANGE
AFRICAN CARIBBEAN MIDDLE EAST	213 OLD ELKHART RD	PREPACKAGED GROCERY SALES



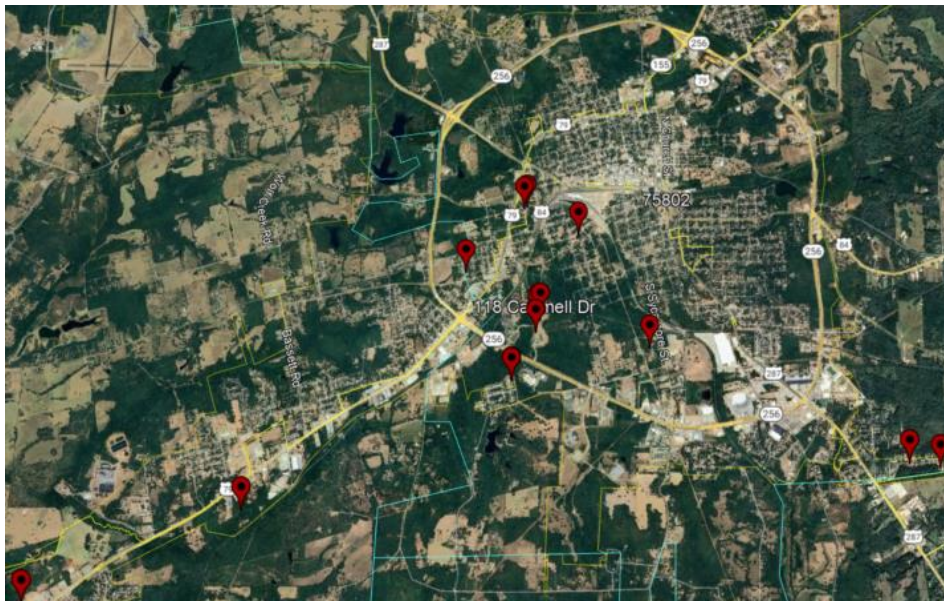
## PERMITTING PROJECTS / NEW BUSINESS OCCUPANCIES

### 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
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
118 Cartmell Dr	2355	\$212,000
<b>Total</b>		<b>\$3,296,000</b>



## COMMERCIAL CONSTRUCTION UNDER REVIEW

Name	Address	Description
GRACE & TRUTH	924 N ESPLANADE	ADDITION
FOODIE RUSH	1103 E PALESTINE AVE	REMODEL



**DEVELOPMENT SERVICES DEPARTMENT  
ACTIVITIES REPORT  
February 1-28, 2025**

REDEEMED CHRISTIAN CHURCH OF GOD	4101 N LOOP 256	NEW BUILD CHURCH
DOMINO'S PIZZA	3913 W OAK ST	FINISH OUT FOR NEW TENANT
BRAKES PLUS	2214 S LOOP 256	NEW BUILD AUTO REPAIR SHOP
WINSTON WATER COOLER	3846 S ST HWY 19	PLUMBING SUPPLY COMPANY
ACADEMY SPORTS AND OUTDOORS	2000 S LOOP 256	FINISH OUT FOR NEW TENANT

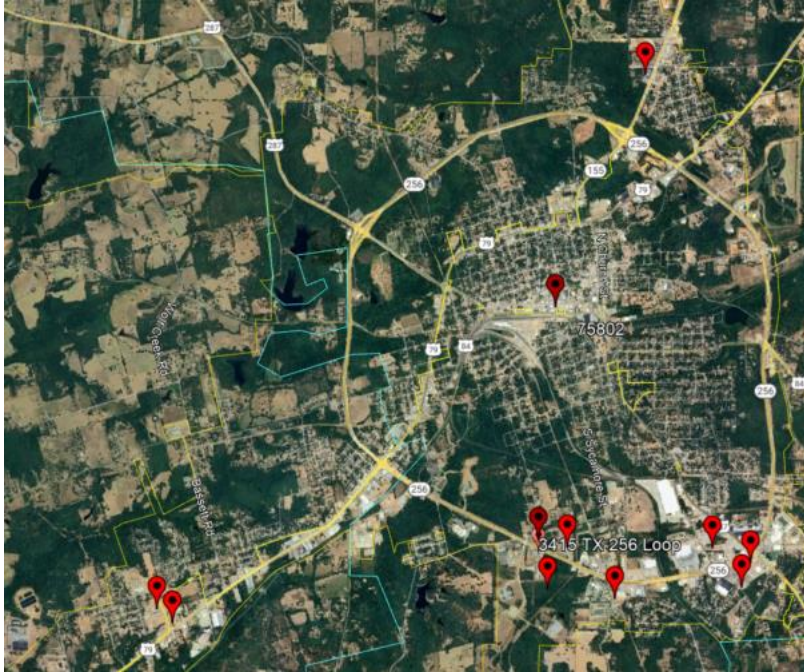
## BUREAU VERITAS SUBMISSIONS

Project	Status
DOGWOOD CAFE	PENDING-AWAITING RESPONSE TO COMMENTS
WINSTON WATER COOLER	PENDING-AWAITING RESPONSE TO COMMENTS
BRAKES PLUS	PENDING-AWAITING RESPONSE TO COMMENTS
ACADEMY SPORTS & OUTDOORS	PENDING-AWAITING REVIEW OR COMMENTS

## COMMERCIAL CONSTRUCTION IN PROGRESS

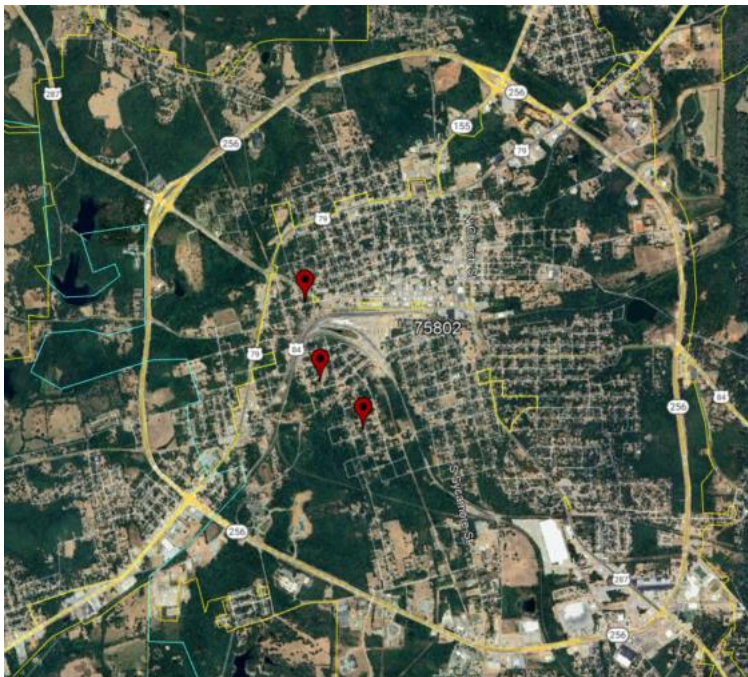
Name	Address	Description	Valuation
ELLIOT CDJR	2321 HWY 155	Car Dealership	\$3,500,000
WESTWOOD JR HIGH	1801 Panther Blvd	School Building	\$31,760,946
PALESTINE SPECIALTY HOSPITAL	3201 S LOOP 256	Medical Services	\$15,000,000
THE RESERVE AT PALESTINE	3308 S Loop 256	Senior Apartments	\$12,300,000
PALESTINE OUTLOT	1960 S Loop 256	2 Suites built to lease	\$1,500,000
PARACHUTE	414 Old Elkhart Rd	Plasma Donations	\$2,888,000
YOUTHFUL REJUVINATIONS	2232 S Sycamore St	Medi-Spa	\$625,000
WESTWOOD ADMISITRATIVE BUILDING	4513 W Oak St	School Offices	\$4,000,000
ASPEN DENTAL	1960 S Loop 256 Ste 200	Tenant Finish Out	\$310,000
TEXAS ONCOLOGY	3415 S LOOP 256	Remodel existing business	\$605,000
<b>TOTAL:</b>			<b>\$72,488,946</b>





## DEMOLITIONS

OWNER/CITY DEMOLISHED	ADDRESS
CITY DEMOLISHED	1000 W SWANTZ
CITY DEMOLISHED	823 S FULTON
CITY DEMOLISHED	1111 W DEBARD ST





Agenda Date: March 10, 2025  
To: City Council  
From: Shannon Davis, Fire Department Chief  
Agenda Item: February 2025 Monthly Fire Report  
Date Submitted: 03/05/2025

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**SUMMARY:**

Monthly Incident Report February 2025

**RECOMMENDED ACTION:**

No action required

**CITY MANAGER APPROVAL:**

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**Attachments**

Fire Report



## Monthly Call Report - 2025

INCIDENT TYPE	COL_1
100 - Fire, other	2
113 - Cooking fire, confined to container	1
131 - Passenger vehicle fire	1
142 - Brush or brush-and-grass mixture fire	1
143 - Grass fire	1
311 - Medical assist, assist EMS crew	86
320 - Emergency medical service incident, other	29
321 - EMS call, excluding vehicle accident with injury	1
322 - Motor vehicle accident with injuries	7
324 - Motor vehicle accident with no injuries.	11
400 - Hazardous condition, other	1
412 - Gas leak (natural gas or LPG)	1
444 - Power line down	1
463 - Vehicle accident, general cleanup	1
540 - Animal problem, other	1
550 - Public service assistance, other	5
553 - Public service	2
554 - Assist invalid	1
561 - Unauthorized burning	3
600 - Good intent call, other	2
611 - Dispatched & canceled en route	3
622 - No incident found on arrival at dispatch address	2
631 - Authorized controlled burning	1
651 - Smoke scare, odor of smoke	3
700 - False alarm or false call, other	18
735 - Alarm system sounded due to malfunction	2
Total	187

**Criteria:** **Creation Date** from 2025-02-01 00:00:00 to 2025-03-01 00:00:00 AND **Incident Type** in (100 - Fire, other, 111 - Building fire, 112 - Fires in structure other than in a building, 113 - Cooking fire, confined to container, 114 - Chimney or flue fire, confined to chimney or flue, 115 - Incinerator overload or malfunction, fire confined, 116 - Fuel burner/boiler malfunction, fire confined, 117 - Commercial Compactor fire, confined to

# Monthly Call Report - 2025

Palestine Fire Department

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



rubbish, 118 - Trash or rubbish fire, contained, 120 - Fire in mobile prop. used as a fixed struc., other, 121 - Fire in mobile home used as fixed residence, 122 - Fire in motor home, camper, recreational vehicle, 123 - Fire in portable building, fixed location, 130 - Mobile property (vehicle) fire, other, 131 - Passenger vehicle fire, 132 - Road freight or transport vehicle fire, 133 - Rail vehicle fire, 134 - Water vehicle fire, 135 - Aircraft fire, 136 - Self-propelled motor home or recreational vehicle, 137 - Camper or recreational vehicle (RV) fire, 138 - Off-road vehicle or heavy equipment fire, 140 - Natural vegetation fire, other, 141 - Forest, woods or wildland fire, 142 - Brush or brush-and-grass mixture fire, 143 - Grass fire, 150 - Outside rubbish fire, other, 151 - Outside rubbish, trash or waste fire, 152 - Garbage dump or sanitary landfill fire, 153 - Construction or demolition landfill fire, 154 - Dumpster or other outside trash receptacle fire, 155 - Outside stationary compactor/compacted trash fire, 160 - Special outside fire, other, 161 - Outside storage fire, 162 - Outside equipment fire, 163 - Outside gas or vapor combustion explosion, 164 - Outside mailbox fire, 170 - Cultivated vegetation, crop fire, other, 171 - Cultivated grain or crop fire, 172 - Cultivated orchard or vineyard fire, 173 - Cultivated trees or nursery stock fire, 200 - Overpressure rupture, explosion, overheat other, 210 - Overpressure rupture from steam, other, 211 - Overpressure rupture of steam pipe or pipeline, 212 - Overpressure rupture of steam boiler, 213 - Steam rupture of pressure or process vessel, 220 - Overpressure rupture from air or gas, other, 221 - Overpressure rupture of air or gas pipe/pipeline, 222 - Overpressure rupture of boiler from air or gas, 223 - Air or gas rupture of pressure or process vessel, 231 - Chemical reaction rupture of process vessel, 240 - Explosion (no fire), other, 241 - Munitions or bomb explosion (no fire), 242 - Blasting agent explosion (no fire), 243 - Fireworks explosion (no fire), 244 - Dust explosion (no fire), 251 - Excessive heat, scorch burns with no ignition, 300 - Rescue, EMS incident, other, 311 - Medical assist, assist EMS crew, 320 - Emergency medical service incident, other, 321 - EMS call, excluding vehicle accident with injury, 322 - Motor vehicle accident with injuries, 323 - Motor vehicle/pedestrian accident (MV Ped), 324 - Motor vehicle accident with no injuries., 331 - Lock-in (if lock out , use 511 ), 340 - Search for lost person, other, 341 - Search for person on land, 342 - Search for person in water, 343 - Search for person underground, 350 - Extrication, rescue, other, 351 - Extrication of victim(s) from building/structure, 352 - Extrication of victim(s) from vehicle, 353 - Removal of victim(s) from stalled elevator, 354 - Trench/below-grade rescue, 355 - Confined space rescue, 356 - High-angle rescue, 357 - Extrication of victim(s) from machinery, 360 - Water & ice-related rescue, other, 361 - Swimming/recreational water areas rescue, 362 - Ice rescue, 363 - Swift water rescue, 364 - Surf rescue, 365 - Watercraft rescue, 370 - Electrical rescue, other, 371 - Electrocution or potential electrocution, 372 - Trapped by power lines, 381 - Rescue or EMS standby, 400 - Hazardous condition, other, 410 - Combustible/flammable gas/liquid condition, other, 411 - Gasoline or other flammable liquid spill, 412 - Gas leak (natural gas or LPG), 413 - Oil or other combustible liquid spill, 420 - Toxic condition, other, 421 - Chemical hazard (no spill or leak), 422 - Chemical spill or leak, 423 - Refrigeration leak, 424 - Carbon monoxide incident, 430 - Radioactive condition, other, 431 - Radiation leak, radioactive material, 440 - Electrical wiring/equipment problem, other, 441 - Heat from short circuit (wiring), defective/worn, 442 - Overheated motor, 443 - Breakdown of light ballast, 444 - Power line down, 445 - Arcing, shorted electrical equipment, 451 - Biological hazard, confirmed or suspected, 460 - Accident, potential accident, other, 461 - Building or structure weakened or collapsed, 462 - Aircraft standby, 463 - Vehicle accident, general cleanup, 471 - Explosive, bomb removal (for bomb scare, use 721), 480 - Attempted burning, illegal action, other, 481 - Attempt to burn, 482 - Threat to burn, 500 - Service Call, other, 510 - Person in distress, other, 511 - Lock-out, 512 - Ring or jewelry removal, 520 - Water problem, other, 521 - Water evacuation, 522 - Water or steam leak, 531 - Smoke or odor removal, 540 - Animal problem, other, 541 - Animal problem, 542 - Animal rescue, 550 - Public service assistance, other, 551 - Assist police or other governmental agency, 552 - Police matter, 553 - Public service, 554 - Assist invalid, 555 - Defective elevator, no occupants, 561 - Unauthorized burning, 571 - Cover assignment, standby, moveup, 600 - Good intent call, other, 611 - Dispatched & canceled en route, 621 - Wrong location, 622 - No incident found on arrival at dispatch address, 631 - Authorized controlled burning, 632 - Prescribed fire, 641 - Vicinity alarm (incident in other location), 650 - Steam, other gas mistaken for smoke, other, 651 - Smoke scare, odor of smoke, 652 - Steam, vapor, fog or dust thought to be smoke, 653 - Smoke from barbecue, tar kettle, 661 - EMS call, party transported by non-fire agency, 671 - HazMat release investigation w/no HazMat, 672 - Biological hazard investigation, none found, 700 - False alarm or false call, other, 710 - Malicious, mischievous false call, other, 711 - Municipal alarm system, malicious false alarm, 712 - Direct tie to FD, malicious false alarm, 713 - Telephone, malicious false alarm, 714 - Central station, malicious false alarm, 715 - Local alarm system, malicious false alarm, 721 - Bomb scare - no bomb, 730 - System malfunction, other, 731 - Sprinkler activation due to malfunction, 732 - Extinguishing system activation due to malfunction, 733 - Smoke detector activation due to malfunction, 734 - Heat detector activation due to malfunction, 735 - Alarm system sounded due to malfunction, 736 - CO detector activation due to malfunction, 740 - Unintentional transmission of alarm, other, 741 - Sprinkler activation, no fire - unintentional, 742 - Extinguishing system activation, 743 - Smoke detector activation, no fire - unintentional, 744 - Detector activation, no fire - unintentional, 745 - Alarm system activation, no fire - unintentional, 746 - Carbon monoxide detector activation, no CO, 751 - Biological hazard, malicious false report, 800 - Severe weather or natural disaster, other, 811 - Earthquake assessment, 812 - Flood assessment, 813 - Wind storm, tornado/hurricane assessment, 814 - Lightning strike (no fire), 815 - Severe weather or natural disaster standby, 900 - Special type of incident, other, 911 - Citizen complaint)



Agenda Date: March 10, 2025  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: February 2025 Municipal Court Monthly Report  
Date Submitted: 03/07/2025

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**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.

- February's volume (charges filed) and revenue increased from the previous month, as shown in the attached activity graphs.
- 87 warrants were issued.
- 154 warrants were cleared.
- 2 trials were conducted.

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

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**Attachments**

February 2025 Monthly Report

<b>City of Palestine</b>
<b>Official Municipal Court Monthly Report</b>
<b>Month of February 2025</b>

		Traffic Misdemeanors		Non-Traffic Misdemeanors		Total
		Non-Parking	Parking	State Law	Ordinance	
1	New Cases Filed During Month	286	0	49	35	370
	<b><u>Caseload Reporting - Primary Activity of the Court</u></b>					
2	<b><u>Dispositions Prior to Trial:</u></b>					
A	Bonds Forfeited	0	0	0	0	0
B	Fined	67	0	28	7	102
C	Cases Dismissed	22	0	7	1	30
	<b>Total Dispositions Prior to Trial</b>	89	0	35	8	132
3	<b><u>Dispositions at Trial:</u></b>					
A	Plea of Guilty or Nolo Contendere	124	0	20	6	150
B1	Guilty by Judge	1	0	0	2	3
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	5	0	4	4	13
	<b>Total Dispositions at Trial</b>	130	0	24	12	166
4	<b><u>Cases Dismissed:</u></b>					
A	After Driver Safety Course	11	0	0	0	11
B	After Deferred Disposition	19	0	1	0	20
C	After Proof of Financial Responsibility	5	0	0	0	5
D	Compliance Dismissal	51	0	5	1	57
	<b>Total Categorized Dismissals</b>	86	0	6	1	93
5	<b><u>Community Service Ordered:</u></b>	0	0	6	0	6
6	<b><u>Cases Appealed</u></b>	0	0	0	0	0
	<b><u>Totals 2,3,4,5</u></b>	305	0	71	21	397

Warrant Activity	

7	<b><u>Total Warrants Issued</u></b>	87		<b><u>Value of Warrants Issued</u></b>		\$29,801.45
8	<b><u>Total Warrants Cleared</u></b>	154		<b><u>Value of Warrants Cleared</u></b>		\$59,430.87

[illegible]

9	<b>Juvenile Activity</b>				
A	ABC Code Offenses (Non-Driving)	0		10. DL Suspension Hearings	0
B	DUI Alcohol	0		11. Property Hearings	0
C	Health and Safety Code (Tobacco)	0		12. Search Warrants Issued	0
D	Transportation Code	8		13. Total Magistrate Warnings Given	40
E	Non-Traffic Offenses	0		A. Class C Misdemeanors Only	40
F	Waive Jurisdiction on Non-Traffic	0		B. Felonies/A and B Misdemeanors	0
G	Drug Paraphernalia	0			
				<b>Total Court Fines and Fees</b>	<b>\$ 66,477.73</b>

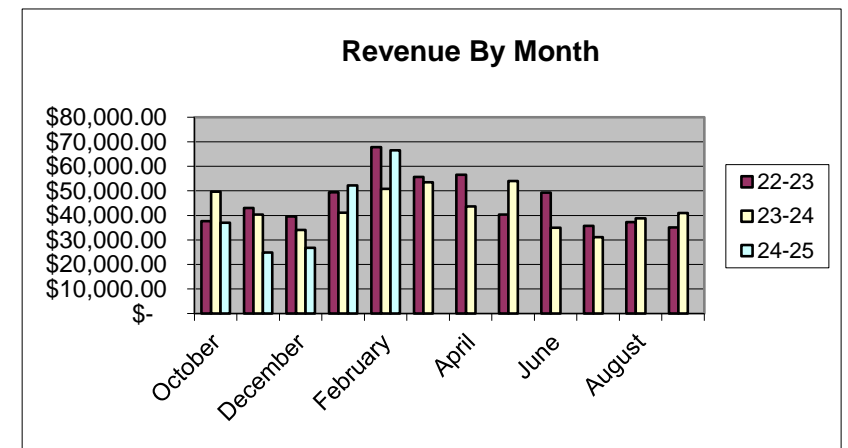
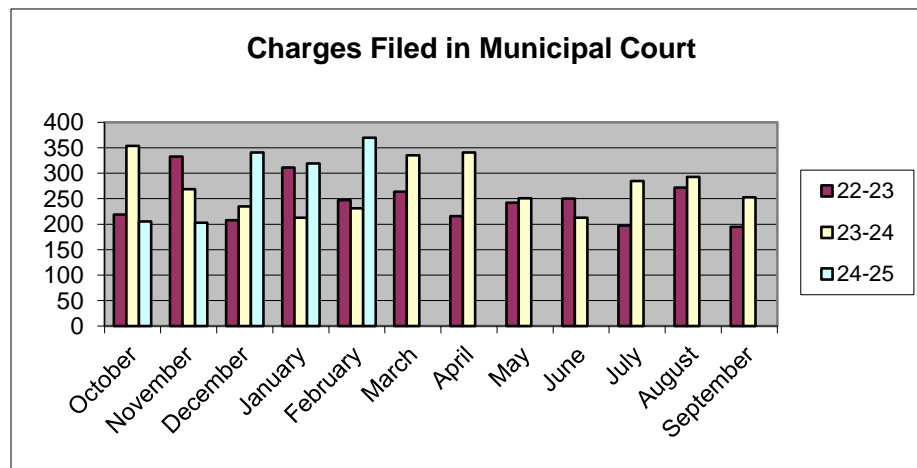
The Total Court Fine and Fees amount includes both City Revenue and State Revenue.		
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# City of Palestine Municipal Court Activity Report - FY 2024 - 2025

Charges Filed All Tickets and Other Complaints			
	22-23	23-24	24-25
October	219	354	205
November	333	269	203
December	208	235	341
January	311	213	319
February	247	231	370
March	264	335	
April	216	341	
May	242	251	
June	250	213	
July	197	285	
August	272	293	
September	195	253	
Total	2954	3273	1438

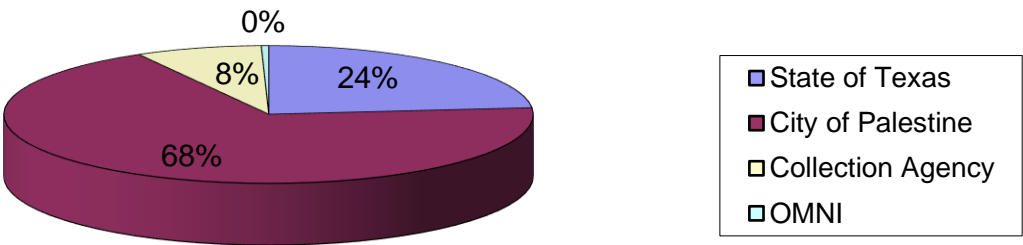
Revenue			
	22-23	23-24	24-25
October	\$ 37,620.46	\$ 49,619.84	\$ 37,033.64
November	\$ 43,003.81	\$ 40,377.93	\$ 24,876.73
December	\$ 39,549.76	\$ 34,022.00	\$ 26,746.80
January	\$ 49,458.48	\$ 41,034.04	\$ 52,154.53
February	\$ 67,843.30	\$ 50,782.19	\$ 66,477.73
March	\$ 55,648.71	\$ 53,497.58	
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	\$ 207,289.43



# Where the Money Goes:

State of Texas	\$	15,612.25
City of Palestine	\$	45,429.30
Collection Agency	\$	5,132.33
OMNI	\$	303.85

Total Collections      \$      66,477.73





Agenda Date: March 10, 2025  
To: City Council  
From: Ana Sanchez, Library Director  
Agenda Item: February 2025 Library Monthly Report  
Date Submitted: 03/04/2025

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**SUMMARY:**

Review the Library Director's report, including the statistics and charts usage report for February 2025. Included is the March 2025 Calendar of Events.

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

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**Attachments**

FEB25ST  
FEB25CH  
MAR25CAL

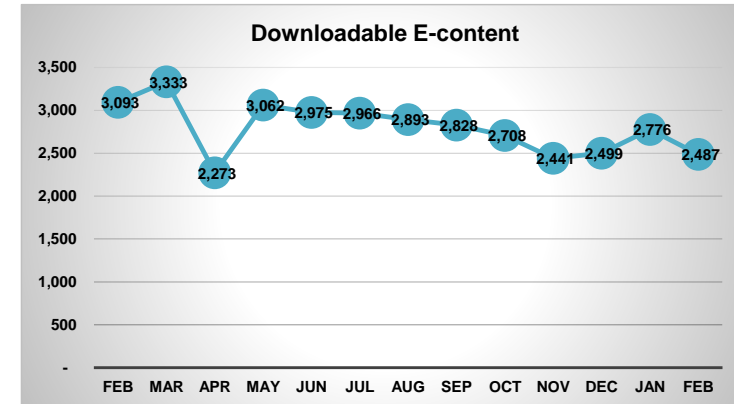
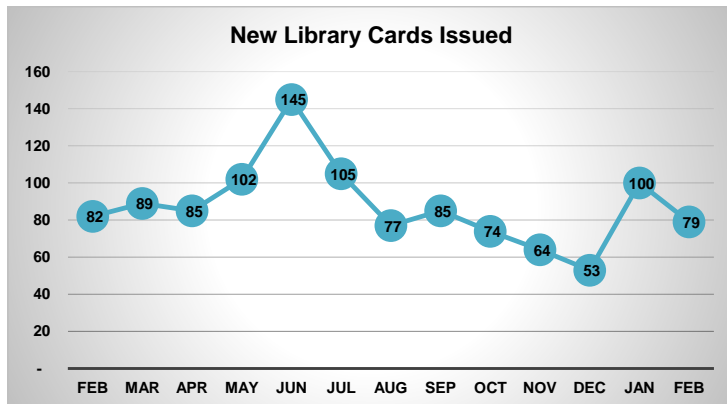
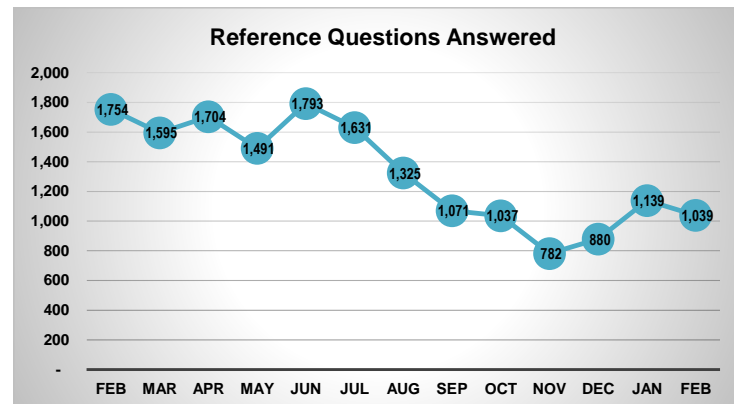
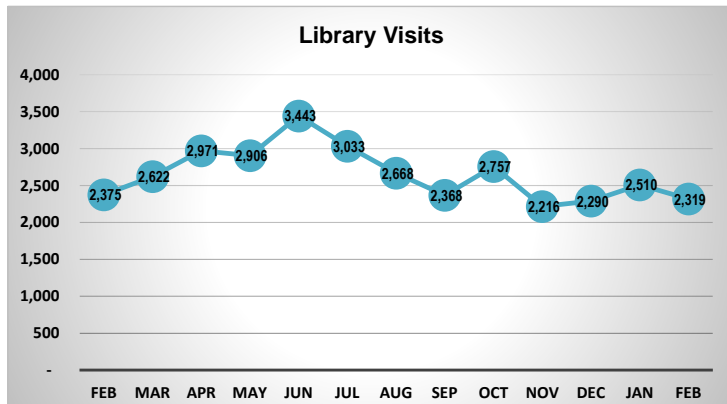
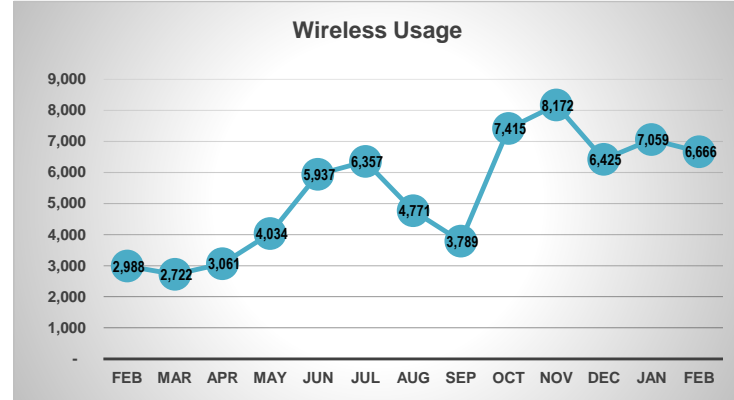
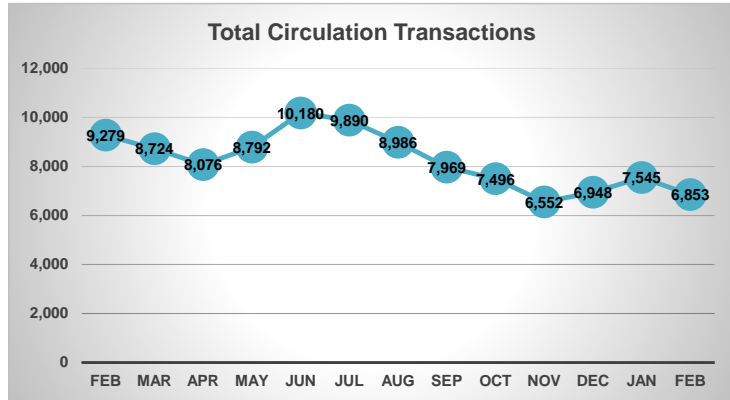
### Library Usage Report

Operating Statistics	2024											2025		
	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
Items circulated-Physical Materials (includes check out, check in, renewals, in-house)	6,186	5,391	5,803	5,730	7,205	6,924	6,093	5,141	4,788	4,893	4,449	4,769	4,366	71,738
Print	5,116	4,462	4,978	4,817	6,245	5,865	5,183	4,199	3,917	3,470	3,609	3,770	3,750	59,381
Audio	294	190	150	180	189	157	126	141	144	119	122	113	130	2,055
Video	776	739	675	733	771	902	784	801	727	522	718	886	486	9,520
Downloadable audio/ebook usage	3,093	3,333	2,273	3,062	2,975	2,966	2,893	2,828	2,708	2,441	2,499	2,776	2,487	36,334
<b>Total Circulation Transactions</b>	<b>9,279</b>	<b>8,724</b>	<b>8,076</b>	<b>8,792</b>	<b>10,180</b>	<b>9,890</b>	<b>8,986</b>	<b>7,969</b>	<b>7,496</b>	<b>6,552</b>	<b>6,948</b>	<b>7,545</b>	<b>6,853</b>	<b>92,892</b>
Downloadable checkouts as % of total checkouts	33.33%	38.20%	28.15%	34.83%	29.22%	29.99%	32.19%	35.49%	36.13%	37.26%	35.97%	36.79%	36.29%	39.11%
In-House Use	501	414	387	501	568	440	359	253	361	340	359	413	507	5,403
Holds placed on items	50	19	24	30	29	35	32	23	24	37	20	28	44	395
Fines paid	\$774.30	\$523.99	\$ 460.91	\$ 638.84	\$ 671.99	\$ 708.70	\$ 377.99	\$ 329.46	\$ 343.19	\$ 266.84	\$ 479.05	\$ 406.52	\$ 385.54	6,367
Overdue notices sent	194	125	143	202	286	426	279	240	308	192	123	86	90	2,694
Items added	242	89	72	60	75	67	52	32	74	49	64	93	96	1,065
Items deleted	350	378	276	11	8	191	234	184	4	18	24	12	43	1,733
New library cards issued	82	89	85	102	145	105	77	85	74	64	53	100	79	1,140
Reference questions answered	1,754	1,595	1,704	1,491	1,793	1,631	1,325	1,071	1,037	782	880	1,139	1,039	17,241
Interlibrary Loan Borrow/Loan	17	9	26	10	6	6	13	10	15	11	10	11	20	164
Library visits	2,375	2,622	2,971	2,906	3,443	3,033	2,668	2,368	2,757	2,216	2,290	2,510	2,319	34,478
Youth/Family programs attendance	174	290	416	394	1,141	77	75	190	238	252	137	183	110	3,677
Adult programs attendance	47	67	316	43	29	50	51	78	153	83	229	77	155	1,378
Computer usage	368	519	522	470	546	511	427	476	480	347	459	527	507	6,159
Wireless usage	2,988	2,722	3,061	4,034	5,937	6,357	4,771	3,789	7,415	8,172	6,425	7,059	6,666	69,396

Program Attendance	
Youth-Passive	0
Youth -Active	150
<b>Total</b>	<b>150</b>
Teen-Passive	0
Teen Active	5
<b>Total</b>	<b>5</b>
Adult-Passive	0
Adult Active	110
<b>Total</b>	<b>110</b>
<b>Total Programs Attendance</b>	<b>265</b>

GED Class attendance 98

## 2024-2025 USAGE REPORT



Celebrating  
Texas History  
Month


# March

Celebrating  
Women's History  
Month

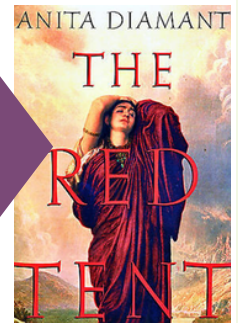
# 2025

**Palestine**  
**Library**  
established 1882

**502 N Queen St**  
**903-729-4121**

SUNDAY CLOSED	MONDAY 10-6	TUESDAY 10-6	WEDNESDAY 10-6	THURSDAY 10-7	FRIDAY 10-6	SATURDAY 10-1
						1 Tai Chi 10 AM
2 	3 Lego Block Party 4:30 PM	4 Stitched with Love 10 AM - 12 PM	5 Bilingual Story Time 10:30 AM & 1 PM	6 Art Night 5:30 PM in Youth 	7 Device Advice 10-11	8 Tai Chi 10 AM
9	10 Chess Meet-Up 4-5:45	11 Stitched with Love 10-12	12 Story Time 10:30 AM & 1 PM	13 Teen D&D 5:30-7:00 @ Annex	14 Device Advice 10-11 Family Movie 4-6 PM	15 Tai Chi 10 AM Paper Craft 10:30-12:30 Speed Friending 10:30-12:30
16	17 Homeschool Hangout 1 PM  HAPPY ST. PATRICK'S DAY	18 Stitched with Love 10-12	19 Story Time 10:30 AM & 1 PM	20 Craft Night 5-7PM in Youth printmaking	21 Device Advice 10-11	22 Tai Chi 10 AM
23	24	25 Stitched with Love 10-12	26 Story Time 10:30 AM & 1 PM	27 Teen D&D 5:30-7:00 Brown Bag Lunch Book Talk 12 PM	28 Device Advice 10-11 	29 Tai Chi 10 AM
30	31		Feeling LUCKY			

This Month's  
Brown Bag  
Talk  
3/27  
@  
noon



The Red Tent  
by: Anita Diamant

Craft Night  
in Youth  
printmaking  
March 20th  
5:00-7:00







Agenda Date: March 10, 2025  
To: City Council  
From: Kimberly Beckman, Public Works Admin  
Agenda Item: Public Works February 2025 Monthly Report  
Date Submitted: 03/04/2025

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**SUMMARY:**

Public Works February 2025 Monthly Report

**RECOMMENDED ACTION:**

No required action.

**CITY MANAGER APPROVAL:**

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**Attachments**

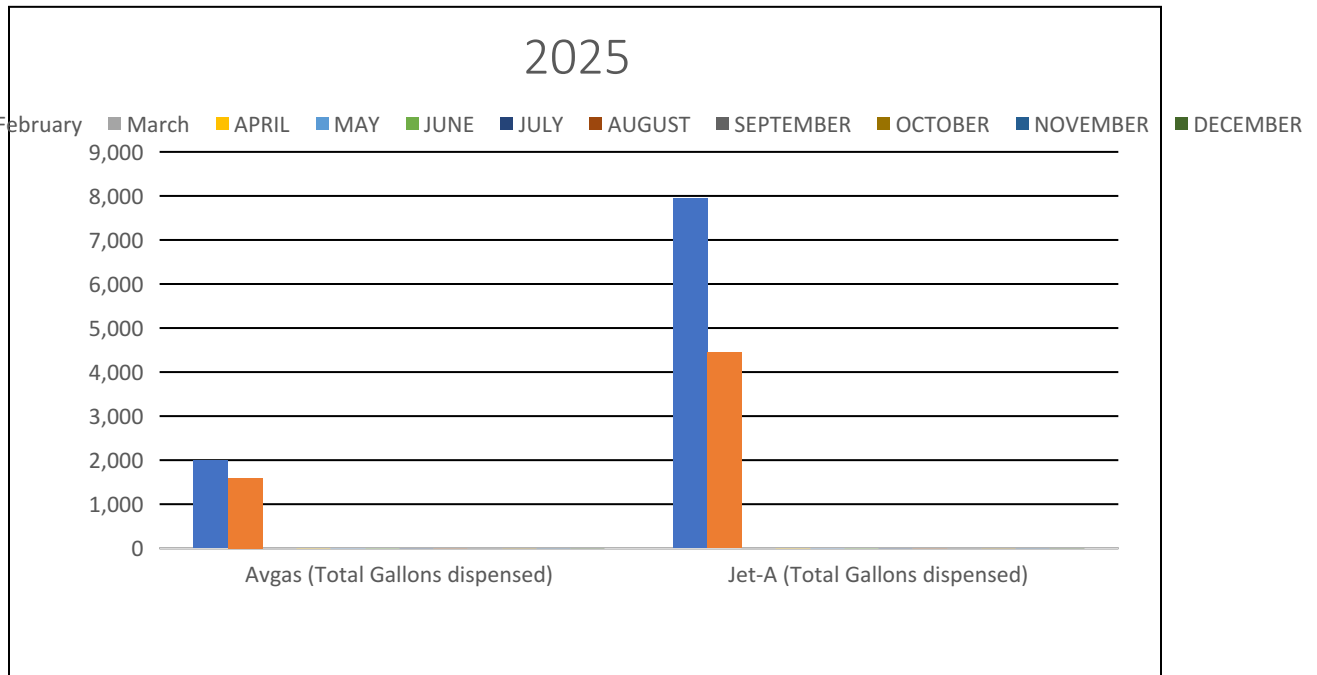
PW Monthly Report



## AIRPORT MONTHLY REPORT – February 2025

Jet-A: 1,152,842.4

Avgas: 42,157





# Utilities Monthly Report      February 2025

<b>Water Distribution</b>	
Call Outs:	<b>46</b>
Taps Made:	
Taps Repaired:	<b>3</b>
Feet of Lines Placed:	
Water Leaks Repaired:	<b>7</b>
Fire Hydrants Flushed / Gal. ; Water Loss:	<b>61,000 gal</b>
Fire Hydrants Repaired / Installed:	<b>1</b>
Valve box located:	<b>6</b>
Valve box installed:	
Incerta Valve installed:	
Gate Valve replaced / Installed:	
<b>Meters</b>	
Meter Valves replaced / Installed:	<b>2</b>
Meter box Replaced / Installed:	
On Call Meters turned off:	<b>12</b>
On Call Meters turned on:	<b>20</b>
Meters Located:	
Meters Installed:	
3/4"	
1"	
1 1/2"	
2"	
Bigger than 2"	
<b>Wastewater Collection</b>	
Sewer Basin's Cleaned:	<b>7,689 feet</b>
Sewer lines camera:	<b>3</b>
Trouble spots ran:	<b>4</b>
Sewer Mains Repaired:	
Manhole Installed:	
Manholes Changed/Repaired:	<b>2</b>
Sewer Stoppage City:	<b>7</b>
Sewer Stoppage Private:	<b>9</b>
New Sewer Tap Installed:	<b>2</b>
Sewer Services Repaired:	<b>1</b>
Sewer pipe installed (ft):	
Haul Dirt / Concrete Rip Rap:	<b>8</b>
ROW Mowed / Cleared:	
On Call Trees:	<b>1</b>
Vegetation Management:	

Hydro Excavate:	<b>7</b>
Engineering:	
Line Locates (ft):	<b>6,500 feet</b>
Tap application:	<b>1</b>

## STREETS MONTHLY REPORT      February

<b>Asphalt</b>	
Square feet of Asphalt Laid	<b>8425</b>
Utility Cuts	<b>10</b>
Potholes filled	<b>1375</b>
Square Feet of Chipseal Laid	<b>0</b>
<b>Right of Way's</b>	
Feet mowed of Street Right of Way	<b>3200/ ,75 miles</b>
Utility Right of Ways mowed / cleared	<b>0</b>
Trees removed from road / Right of Way	<b>2</b>
<b>Compost Sight</b>	
Number of Customers	<b>328</b>
Number of loads of Concrete Hauled	<b>0</b>
Number of loads of Illegal dumping Hauled	<b>3</b>
Number of loads of Dirt Hauled	<b>0</b>
<b>Drainage</b>	
Feet of drainage repaired	<b>770</b>
Feet of Drainage Installed	<b>80</b>
Feet of ditches dug out	<b>51</b>
<b>Sweeping</b>	
Feet of Street's Swept	<b>153.120 / 29 miles</b>
<b>Day's assisting other Departments</b>	
Utilities	<b>0</b>
Parks	<b>0</b>
Water Treatment Plant	<b>0</b>
Wastewater Treatment Plant	<b>0</b>
Code Enforcement	<b>3</b>



Agenda Date: March 10, 2025  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Approval of Minutes  
Date Submitted: 03/05/2025

---

**SUMMARY:**

Consider approval of the minutes of the Work Session and Regular Agenda of February 24, 2025.

**RECOMMENDED ACTION:**

Staff recommends approval of the minutes as presented.

**CITY MANAGER APPROVAL:**

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**Attachments**

February 24, 2025, Minutes



# DRAFT



## MINUTES

The City Council of the City of Palestine convened for a Regular Meeting on February 24, 2025, at 5:10 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:

Council Member Angela Woodard attended via Zoom and did not participate in voting.  
Council Member Kenneth Davidson arrived at 5:12 p.m.

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

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

## WORK SESSION

With a quorum present, Mayor Jordan called the Work Session to order at 5:11 p.m.

1. Discussion regarding the renaming of a street in honor of Curtis Wayne Fitzgerald. Ava Harmon, Mayor Pro Tem

Mayor Pro Tem Harmon requested that City Council consider the possibility of renaming a street in honor of Curtis Wayne Fitzgerald. Ms. Harmon mentioned that several friends and classmates of Mr. Fitzgerald had approached her about the idea. A representative from his family also expressed gratitude for the City's consideration in honoring him. Ms. Harmon proposed renaming Armory Road, specifically the portion between Spring Street and North Jackson Street.

Mayor Jordan spoke about completing the Huey Helicopter Renovation Project as a tribute to Mr. Fitzgerald and veterans.

Council instructed staff to send letters to residents living on that street to gather their opinions about the proposed name change. Council Member Gibbs requested that the letters include a brief biography of Mr. Fitzgerald to help residents understand the reasoning behind the change. Additionally, Mayor Jordan asked staff to add an agenda item for the next City Council meeting regarding his proposal to create a Wall of Honor.

With no further business to come before Council, the Work Session was adjourned at 5:24 p.m.

## **REGULAR MEETING**

### **A. CALL TO ORDER**

Mayor Jordan called the Regular Meeting to order at 5:35 p.m.

### **B. INVOCATION AND PLEDGE OF ALLEGIANCE**

The invocation was given by Pastor Heath Ford of Evangelistic Temple and was followed by the Pledge of Allegiance.

### **C. PROPOSED CHANGES OF AGENDA ITEMS**

There were no proposed changes to agenda items.

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

1. Recognition honoring the life of Curtis Wayne Fitzgerald. Mitchell Jordan, Mayor

Mayor Mitchell Jordan reflected on the life of Mr. Fitzgerald and read a plaque in his honor, which will be presented to Mr. Fitzgerald's family.

### **E. CONFLICT OF INTEREST DISCLOSURES**

Mayor Pro Tem Harmon filed an affidavit on abstention from voting on Item 8 of the Consent Agenda.

Council Member Conner filed an affidavit on abstention from voting on Item 3 of the Regular Agenda.

### **F. PUBLIC HEARINGS**

1. Public hearing regarding a request for a Specific Use Permit for an Impound Vehicle Storage Facility use at 1921 Crockett Road. Susan Davis, Planning Technician

Staff received a request for a specific use permit to operate a towing and vehicle impound facility at 1921 Crockett Road, which is zoned for Retail Commercial use.

Mayor Jordan opened the public hearing at 5:42 p.m. and invited anyone who wished to speak for or against the request. Kayla Doolittle spoke in favor, and no one spoke in opposition. Mayor Jordan closed the hearing at 5:44 p.m.

2. Public hearing regarding an ordinance providing for a change in zoning classification to Urban Residential for a recently annexed tract described as an approximately 18.63-acre tract of land out of the Joseph Jordan Survey, A-33, Block 1226, Tract 17, 17A, 17B, and 17C; amending the Official Zoning Map of the City of Palestine, Texas; and providing for an amendment to the Comprehensive Plan. Susan Davis, Planning Technician

Planning Technician Susan Davis informed Council that any land not designated within a district on the Zoning Map is automatically classified as part of the Residential Estate zoning district until a different classification is approved by City Council. The newly annexed property is adjacent to areas zoned as urban residential, which is the classification recommended by City staff.

Forty-five notices were sent to property owners regarding the zoning change. Of those, one was in favor of the zoning change, while eight were opposed. In response to concerns raised by neighbors of the newly annexed property during the Planning and Zoning Commission meeting on February 6, 2025, City staff held an additional meeting with these individuals on February 20, 2025. During this meeting, staff explained the zoning process and addressed concerns.

Mayor Jordan opened the public hearing at 5:47 p.m. and invited anyone who wished to speak for or against the request to do so. Diane Davis and Cynthia Castleberry spoke in favor of it, and no one opposed. Mayor Jordan then closed the public hearing at 5:55 p.m.

3. Public hearing regarding a Final Plat for the Hidden Hills Addition, Unit 1. Susan Davis, Planning Technician

Ms. Davis reported that City Council approved the preliminary plat on December 9, 2024. She mentioned that the first unit will consist of eighteen lots and is currently undergoing civil plan review. Additionally, the Planning and Zoning Commission approved the final plat on February 6, 2025.

Mayor Jordan opened the public hearing at 5:57 p.m. and invited anyone to speak for or against the request. With no comments received, Mayor Jordan closed the public hearing at 5:58 p.m.

#### G. **CITY MANAGER'S REPORT**

City Manager Herrera announced several upcoming events: the Spring CityWide Cleanup on March 15, 2025; the Dogwood Trails Festival on March 22, 2025, starting with a parade at 10:00 a.m.; and Warrant Reduction Month throughout March.

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

The following departmental reports were provided:

1. Presentation on the Palestine, TX Mobile App. Andrew Sibai, Finance Director
2. January 2025 Financial Statement
3. January 2025 Police Monthly Report
4. January/February 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 February 10, 2025. April Jackson, City Secretary
2. Consider approval of a resolution authorizing membership in the Atmos Cities Steering Committee and the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. Teresa Herrera, City Manager **(Resolution No. R-08-25)**

3. Consider approval of an ordinance amending Ordinance No. O-06-25, 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-eighth (1/8) of one percent (1%) to continue providing revenue for the maintenance and repair of municipal streets. April Jackson, City Secretary **(Ordinance No. O-08-25)**
4. Consider approval of a resolution amending the City of Palestine Investment Policy to comply with the Texas Public Funds Investment Act and providing a review of the investment policy as required by law. Andrew Sibai, Finance Director **(Resolution No. R-09-25)**
5. Consider approval of an ordinance amending Ordinance No. O-03-25, providing for a change in zoning classification for I, Industrial to MR, Mixed Residential at 111 Kentucky Street, 115 Kentucky Street, and 0 Ohio Street; amending the Official Zoning Map of the City of Palestine, Texas; and providing for an amendment to the Comprehensive Plan. Susan Davis, Planning Technician **(Ordinance No. O-09-25)**
6. Consider approval of a Downtown Grant Performance Agreement between the Palestine Economic Development Corporation and Bill Byers, in an amount not to exceed \$13,819.50. Christophe Trahan, EDC Director
7. Consider approval of a Community Development Grant Performance Agreement between the Palestine Economic Development Corporation and Meals on Wheels of Palestine, Inc., in an amount not to exceed \$75,000.00. Christophe Trahan, EDC Director
8. Consider approval of a Community Development Grant Performance Agreement between PEDC and Dogwood Arts Council, Inc., in an amount not to exceed \$75,000.00. Christophe Trahan, EDC Director
9. Consider authorizing the City Manager to execute an Interlocal Agreement with the East Texas Council of Governments (ETCOG) for GoBus Transit for the annual Shuttle Service in 2025 in the amount of \$16,000.00. Cassie Ham, Tourism Marketing Manager
10. Consider approval of the updated operating hours for the Palestine Visitor Center. Cassie Ham, Tourism Marketing Manager

Motion by Council Member Kenneth Davidson, seconded by Council Member James Smith to approve the Consent Agenda as presented, adopting **Resolution No. R-08-25, Resolution No. R-09-25, Ordinance No. O-08-25, and Ordinance No. O-09-25.**

**Vote:** 5 - 0

Other: Mayor Pro Tem Ava Harmon (ABSTAIN)

## I. **REGULAR AGENDA**

1. Discussion and possible action regarding awarding the bid for the Airport Hangars Project. Teresa Herrera, City Manager

Jeff Simmons from Schaumburg & Polk, Inc. informed Council that sealed bids for the Airport Hangar Project were opened on February 18, 2025. A total of eight bids were received. The lowest bid, totaling \$234,796.75, was submitted by Terra Texas Land Company, located in Magnolia, Texas. The second lowest bid came from Dynasty Development, based in Tyler, Texas, at a cost of \$244,158.00. References were checked for both contractors. The engineering estimate for the project was \$250,000.00.

Motion by Council Member Sean Conner, seconded by Council Member Christopher Gibbs to award the bid for the Airport Hangar Project to Terra Texas Land Company in the amount of \$234,796.75.

**Vote:** 6 - 0 - Unanimously

2. Discussion and possible action regarding a Second Amendment to Performance Agreement between the Palestine Economic Development Corporation, Lonestar Oil Tech, LLC, and Texas Futura, LLC. Christophe Trahan, EDC Director

EDC Director Christophe Trahan requested approval of a Second Amendment to the Performance Agreement involving the Palestine Economic Development Corporation, Lonestar Oil Tech, LLC, and Texas Futura, LLC. This amendment extends the construction period for the project to August 31, 2025, while the original deadline was December 31, 2024. The Board of Directors of the Palestine Economic Development Corporation approved this Second Amendment to the Performance Agreement on February 11, 2025.

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

**Vote:** 6 - 0 - Unanimously

3. Discussion and possible action regarding a First Amendment to Performance Agreement between Palestine Economic Development Corporation, Callizo Aromas LLC, and Perfect Life TX LLC. Christophe Trahan, EDC Director

Mr. Trahan requested approval of a First Amendment to the Performance Agreement involving the Palestine Economic Development Corporation, Callizo Aromas LLC, and Perfect Life TX LLC. This amendment extends the project's construction period until April 30, 2025, changing the original deadline, which was March 31, 2025. The Board of Directors of the Palestine Economic Development Corporation approved the Second Amendment to the Performance Agreement on February 11, 2025.

Council Member Sean Conner stepped out at 6:10 p.m. and returned at 6:10 p.m.

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

**Vote:** 5 - 0

Other: Council Member Sean Conner (ABSTAIN)

4. Discussion and possible action regarding an ordinance granting a Specific Use Permit for an Impound Vehicle Storage Facility use at 1921 Crockett Road. Susan Davis, Planning Technician (**Ordinance No. O-10-25**)

Planning Technician Susan Davis informed Council that the Planning and Zoning Commission unanimously approved the request for the Specific Use Permit for an Impound Vehicle Storage Facility use at 1921 Crockett Road. Notices regarding this request were sent out, and three responses were received in favor, while three were received in opposition. The applicant, Kayla Doolittle, confirmed that their license does not permit salvaging, dismantling, or repairing vehicles on the property. She also specified that a six-foot R-panel fence would be installed as required.

Motion by Council Member Sean Conner, seconded by Council Member James Smith to approve the item as presented, adopting **Ordinance No. O-10-25**.

**Vote:** 6 - 0 - Unanimously

5. Discussion and possible action regarding an ordinance providing for a change in zoning classification to Urban Residential for a recently annexed tract described as an approximately 18.63-acre tract of land out of the Joseph Jordan Survey, A-33, Block 1226, Tract 17, 17A, 17B, and 17C; amending the Official Zoning Map of the City of Palestine, Texas; and providing for an amendment to the Comprehensive Plan. Susan Davis, Planning Technician (**Ordinance No. O-11-25**)

Motion by Council Member Sean Conner, seconded by Council Member Christopher Gibbs to approve the item as presented, adopting **Ordinance No. O-11-25**.

**Vote:** 6 - 0 - Unanimously

6. Discussion and possible action regarding a Final Plat for the Hidden Hills Addition, Unit 1. Susan Davis, Planning Technician

George Diaz from JD Building Developers addressed questions from the Council and presented examples of the home styles that will be constructed. Mr. Diaz also provided pictures of previously completed projects. The estimated duration of the project is fifteen months.

Motion by Council Member Sean Conner, seconded by Council Member Kenneth Davidson to approve the item as presented.

**Vote:** 6 - 0 - Unanimously

## J. **MAYOR'S REPORT**

Mayor Jordan announced that the LEAD organization is seeking volunteers for a Cleanup event scheduled for March 15, 2025. He also discussed the LEAD Joyful Noise Black History Concert, which took place on February 22, 2025. Additionally, Mr. Jordan encouraged everyone to attend the Black History Program, hosted by Walmart in partnership with the City of Palestine, on February 25, 2025. He also mentioned the upcoming 4th Annual "He is Risen" Easter Egg Hunt.

## K. **ITEMS FROM COUNCIL**

Council Member Davidson expressed appreciation to Interim Public Works Director Jason Shelton for initiating long-awaited projects in District 4.

Council Member James Smith discussed attending the Salt Works Road Church of Christ Black History Program. He also discussed the restoration efforts at the historic Mt. Vernon A.M.E. Church, the historical marker for Timothy Smith at the Anderson County Courthouse, and the Juneteenth reenactment. Also, he recognized Nancy Taylor for receiving the Yellow Rose of Texas award from Governor Bush.

Mayor Pro Tem Harmon recognized the Police Department for their efforts in addressing issues within her district.



Mayor Jordan invited the community to attend a town hall meeting at Palestine High School on February 28, 2025, to discuss public education priorities during the current legislative session. He also wished Police Chief Mark Harcrow a happy belated birthday.

**L. CLOSED SESSION**

Mayor Jordan announced that Council would go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 6:43 p.m.

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

**M. RECONVENE IN REGULAR SESSION**

Mayor Jordan reconvened Council into Open Session at 7:02 p.m.

1. Take any action necessary regarding Palestine Mall Redevelopment, LLC.

Motion by Council Member Sean Conner, seconded by Mayor Pro Tem Ava Harmon to approve the Economic Development Performance Incentive Agreement for Palestine Mall Redevelopment, LLC.

**Vote:** 6 - 0 - Unanimously

**N. ADJOURNMENT**

With no other business to come before Council, the meeting was adjourned at 7:02 p.m.

PASSED AND APPROVED THIS 10TH DAY OF MARCH 2025.

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Mitchell W. Jordan, Mayor

ATTEST:

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April Jackson, City Secretary



Agenda Date: March 10, 2025  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Employee Handbook Revisions to Prohibited Technologies Policy  
Date Submitted: 03/06/2025

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**SUMMARY:**

On January 31, 2025, Governor Abbott issued a proclamation adding two new applications, Lemon8 and RedNote, to the list of apps banned on all government-owned or leased devices. This action is part of the state's ongoing efforts to enhance cybersecurity and protect sensitive information. It follows the enactment of Senate Bill 1893, which prohibits the use of TikTok on government devices due to concerns about data privacy and security risks associated with foreign-owned applications.

The Prohibited Technologies Policy (Document No. 3.16) in the City of Palestine Employee Handbook has been revised to comply with the proclamation issued by Governor Abbott.

**RECOMMENDED ACTION:**

Staff recommends approval of the resolution as presented.

**CITY MANAGER APPROVAL:**

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**Attachments**

Resolution

**RESOLUTION NO. R- -25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AMENDING THE CITY OF PALESTINE EMPLOYEE HANDBOOK; PROVIDING FOR THE FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.**

**WHEREAS,** the City of Palestine Employee Handbook is formulated to protect the interest of the City of Palestine and ensure consistent treatment of all employees and City Council; and

**WHEREAS,** the Employee Handbook outlines procedures and guidelines for employees; and

**WHEREAS,** the City Council of the City of Palestine desires to amend the City of Palestine Employee Handbook by amending Document No. 3.16 – Prohibited Technologies Policy; and

**WHEREAS,** the City Council of the City of Palestine, Texas, finds that it is in the public interest to make these amendments to the City’s Employee Handbook.

**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.** 3.16 – Prohibited Technologies Policy of the City of Palestine Employee Handbook is hereby amended to read in accordance with *Attachment “A,”* which is attached hereto and incorporated into this Resolution for all intents and purposes.

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

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

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

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

also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED, APPROVED, and ADOPTED** by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 10th day of March, 2025.

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MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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APRIL JACKSON  
CITY SECRETARY

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REZZIN PULLUM  
CITY ATTORNEY

## **ATTACHMENT A**

### **Document No. 3.16 – Prohibited Technologies Policy**

#### **Purpose and Scope**

This implements the City's Prohibited Technologies Policy in compliance with Chapter 620 of the Government Code, added by Senate Bill 1893 of the 88th Texas Legislature. In addition to the State-directed prohibited technologies, the City of Palestine may add other software and hardware products with security concerns to this policy. Throughout this Policy, "Prohibited Technologies" shall refer to the list under Addendum A.

This policy applies to all City of Palestine full and part-time employees including, paid or unpaid interns, and/or any user of the city's network. All City of Palestine employees are responsible for complying with the terms and conditions of this policy. This policy shall be incorporated into the Employee Handbook.

#### **Policy**

##### **A. City-owned Devices**

The download and/or use of prohibited technologies is prohibited on all city-owned devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

The City of Palestine shall identify, track, and control city-owned devices to prohibit the installation of or access to all prohibited technologies.

The City of Palestine shall restrict access to "app stores" or non-authorized software repositories to prevent the install of unauthorized applications and shall deploy secure baseline configurations, for mobile devices, as determined by City Manager.

The Finance Director shall inventory City devices to identify prohibited hardware/equipment manufacturers are in use by the City and report to City Manager with options to transition from these devices.

##### **B. Network Restrictions**

The City of Palestine shall configure all firewalls to block access to prohibited technologies, including local networks (LAN), internet access (WAN), virtual private networks (VPN) and on public Wi-Fi operated by the City. This block of network traffic applies to City-owned devices, personal devices of employees and personal devices of the public who use city public Wi-Fi.

#### **Compliance**

- A. All employees shall acknowledge and confirm their understanding of this policy as a part of the City's Employee Handbook review.
- B. Compliance with this policy will be verified through various methods, including but not limited to, IT/security system reports and feedback to agency leadership.
- C. An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

## **Exceptions**

- A. Exceptions to the ban on prohibited technologies may only be approved by City Manager.
- B. Exceptions to the policy will only be considered when the use of prohibited technologies is required for a specific city business need, such as enabling criminal or civil investigations or for sharing of information to the public during an emergency. To the extent practicable, exception-based use should only be performed on devices that are not used for other city business and on non-city networks.

## **Addendum A – Prohibited Technologies**

The up-to-date list of prohibited technologies is published at <https://dir.texas.gov/information-security/prohibited-technologies>. The following list is current as of August 8, 2023.

### **Prohibited Software/Applications/Developers**

- Alipay
- ByteDance Ltd.
- CamScanner
- Kaspersky
- QQ Wallet
- SHAREit
- Tencent Holdings Ltd.
- TikTok
- VMate
- WeChat
- WeChat Pay
- WPS Office
- RedNote
- Lemon8
- Any subsidiary or affiliate of an entity listed above.

### **Prohibited Hardware/Equipment/Manufacturers**

- Dahua Technology Company
- Huawei Technologies Company
- Hangzhou Hikvision Digital Technology Company
- Hytera Communications Corporation
- SZ DJI Technology Company
- ZTE Corporation
- Any subsidiary or affiliate of an entity listed above.



Agenda Date: March 10, 2025  
To: City Council  
From: Kimberly Beckman, Public Works Admin  
Agenda Item: Quote from Cla-Val Company for Water Treatment Plant  
Date Submitted: 03/04/2025

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**SUMMARY:**

Consider authorizing the City Manager to accept a quote from Cla-Val Company for High Service #2 Check Valve at the Water Treatment Plant in the amount of \$28,343.75. The valve allows the water to pass through the pump and does not allow water to come back out when the pump is turned off.

**RECOMMENDED ACTION:**

Staff recommends authorizing the City Manager to accept a quote from Cla-Val Company for High Service #2 Check Valve at the Water Treatment Plant in the amount of \$28,343.75.

**CITY MANAGER APPROVAL:**

---

**Attachments**

Quote  
Sole Source Letter



8707 Forney Road  
Dallas, TX 75277  
Ph: 214-388-3493  
www.cla-val.com

# Quotation

Please Reference Quote Number on PO

## Quote For

James Martin  
CITY OF PALESTINE

## Prepared By

Tracy Staats  
Central Regional Sales Manager  
tstaats@cla-val.com  
214-762-4678

## Reference

CITY OF PALESTINE - January 09, 2025

## Quote Number

Y25Q10217

Quote Date (mm/dd/yyyy)

01/09/2025

Lead Time (ex factory)

EST 6 to 8 weeks

FOB

Factory

Freight

Prepay and Add

Currency

LN	Qty	Size	Model	Suffix Opt.	Description	IKX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	1	12	60-BT	BCSYKC	BOOSTER PUMP CONTROL VALVE	DS BBB 150# FL GLOBE	\$28,343.75	\$28,343.75	Net
Grand Total								\$28,343.75	





**CLA-VAL** AUTOMATIC CONTROL VALVES

December 1, 2024

To Whom It May Concern;

This letter serves as confirmation that Cla-Val Company, located at 8707 Forney Road, in Dallas Texas, is the sole Municipal Waterworks Representative for the state of Texas.

Cla-Val Company has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the Cla-Val Company brand. Cla-Val Company is fully equipped for local technical and service support.

Regards,

Digitally signed by Tracy Staats  
DN: cn=Tracy Staats, o=Cla-Val,  
ou, email=tracystaats@cla-val.com,  
c=US  
Date: 2016.01.21 11:03:28 -0600

Tracy Staats  
Central Regional Sales Manager



Agenda Date: March 10, 2025  
To: City Council  
From: Kimberly Beckman, Public Works Admin  
Agenda Item: Award of RFP 2025-002-Asphalt Resurfacing on 16 Streets in District 1  
Date Submitted: 03/05/2025

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**SUMMARY:**

Consider awarding RFP 2025-002 - Asphalt Resurfacing on 16 Streets in District 1 to AAA Paving LLC in the amount of \$1,496,013.60.

**RECOMMENDED ACTION:**

Staff recommends awarding RFP 2025-002 - Asphalt Resurfacing on 16 Streets in District 1 to AAA Paving LLC.

**CITY MANAGER APPROVAL:**

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**Attachments**

Bid  
Bid Tab

# AAA Paving LLC

13136 FM 753 Athens, TX, 75751  
(903) 681-1208  
federal@aaapavingllc.com  
www.aaapavingllc.com

## Estimate

Estimate No: 101  
Date: 02/20/2025

For: City Of Palestine District 1  
dalton@aaapavingllc.com  
504 N Queen St  
Palestine, TX, 75801-2733

Description	Sq feet	Rate	Amount
<b>Alabama Street: Texas Avenue to Dead End</b> We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.	13,640	\$3.20	\$43,648.00
<b>Alta vista Street: N. Jackson Street to Dead End</b> We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.	7,860	\$3.20	\$25,152.00
<b>Armory Road: Upper Lake Road to W. Spring Street</b> We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.	35,000	\$3.20	\$112,000.00

Description	Sq feet	Rate	Amount
<p>W. Carolina Street: Missouri Street to N. Sycamore Stree</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving.</p> <p>The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	97,058	\$3.20	\$310,585.60
<p>W. Coronaca street</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	14,400	\$3.20	\$46,080.00
<p>Sherry lane</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	29,750	\$3.20	\$95,200.00
<p>N Queen street</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	37,728	\$3.20	\$120,729.60
<p>N. Jackson street</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Remove concrete under street haul off then add base on street level and compact Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	88,180	\$4.20	\$370,356.00

Description	Sq feet	Rate	Amount
<p>Jameson</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	2,852	\$3.20	\$9,126.40
<p>Harrison street</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	10,098	\$3.20	\$32,313.60
<p>N. Fort street</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	19,116	\$3.20	\$61,171.20
<p>Esplanade street</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	6,552	\$3.20	\$20,966.40
<p>Del Mar street</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	21,186	\$3.20	\$67,795.20

Description	Sq feet	Rate	Amount
<p>Cottage avenue</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	15,740	\$3.20	\$50,368.00
<p>N. Conrad street</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	31,050	\$3.20	\$99,360.00
<p>Cedar street</p> <p>We will communicate with homeowners and business owners that are in the affected area also, we will be working traffic with barricades Combs and flagman to keep traffic moving. The old asphalt will be removed down to the base material. Removing old asphalt will be done by milling it out and hauling off milled material. Any base failures are identified, we will repair or replace the base as needed with txdot white rock base. Set grade that is needed on each road with road grader, once it's set and base is in we will compact with 10 tone steel roller then compact with 12 ton pneumatic roller. We will test compaction by driving loaded water truck and dump trucks to make sure no movement. Spray a primer down over base with asphalt Distributor truck and lay Type D Hot Mix, 3 inches thick, and compacted to 2 inches with 8520 leeboy asphalt paver.</p>	9,738	\$3.20	\$31,161.60

**Payment Instructions**

A <span>0%</span> deposit of <span>\$0</span>.<span>00</span> is required by <span>02/</span><span>20/</span><span>2025</span></span>

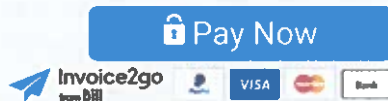
Subtotal \$1,496,013.60

Total \$1,496,013.60

**Total \$1,496,013.60**

Deposit due 02/20/2025

\$0.00

**Comments****List of equipment**

8520 leeboy paver, wirtgen asphalt planer for milling up, 6 ton Dyna pack steel wheel roller, 11 ton pneumatic Dyna pack roller, 570 John deer motor grader, 10 ton steel wheel Dyna pack roller 12 ton pneumatic roller Dyna pack and 3 skid loaders

**CITY OF PALESTINE – PUBLIC WORKS  
TABULATION  
ASPHALT REPLACEMENT ON 16 STREETS IN DISTRICT 1  
RFP 2025-002**

VENDOR	BID PROPOSAL	AWARDED
AAA Paving LLC 13136 FM 735 Athens, Tx 75751	\$1,496,013.60	AAA Paving LLC 13136 FM 735 Athens, Tx 75751
Pineywoods Construction Services, LLC 904 Brenda St Lufkin, Tx. 75901	\$1,121,000.00	Missing required documentation listed on the RFP.
FDC Construction LLC 10015 CR 1208 Athens, Tx. 75751	\$1,650,051.50	
McGuffey Contracting Inc. 10887 FM 19 Frankston, Tx. 75763	\$1,776,825.00	
Texana Land & Asphalt, Inc 5848 CR 1100 Sulpher Springs, Tx 75482	\$1,870,793.10	

Precision Terrain, LLC PO Box 1057 Frankston, TX 75763	\$3,019,840.00	
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Agenda Date: March 10, 2025  
To: City Council  
From: Kimberly Beckman, Public Works Admin  
Agenda Item: Award of RFP 2025-003 - Asphalt Resurfacing on 16 Streets in District 2  
Date Submitted: 03/05/2025

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**SUMMARY:**

Consider awarding RFP 2025-003 - Asphalt Resurfacing on 16 Streets in District 2 to McGuffey Contracting Inc. in the amount of \$1,009,295.00.

**RECOMMENDED ACTION:**

Staff recommends awarding RFP 2025-003 - Asphalt Resurfacing on 16 Streets in District 2 to McGuffey Contracting Inc.

**CITY MANAGER APPROVAL:**

---

**Attachments**

Bid  
Bid Tab

**McGuffey Contracting Inc.**  
**10887 FM 19 Frankston, Tx 75763**  
**903-922-2886**  
**Family owned and operated since 1973**

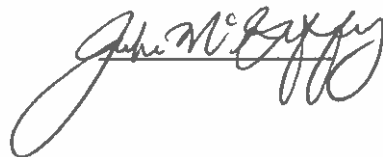
To: City of Palestine

RFP 2025-003 Asphalt resurfacing on 16 Streets District 2

City of Palestine Mayor, City Manager, and Council Members,

Thank you for the opportunity to bid on the Cities asphalt resurfacing projects for 2025. We have thoroughly enjoyed our relationship with the City of Palestine over the past 5 years, and are greatly appreciative of the projects we have been awarded. I am confident that we can speed up production considerably this year. Last summer we had a substantial amount of rainfall which slowed us down, however we are on track to be caught up very soon. I can assure you all that the City of Palestine is our number one priority and we will be able to complete all of these projects in a timely manner. If awarded these streets I am confident we can get started on them in the middle part of next month. Thank you again for considering our proposal. Please feel free to contact me anytime if you have questions or concerns.

Jake McGuffey

A handwritten signature in black ink, appearing to read "Jake McGuffey", with a large, stylized loop at the end.

**Scope of work for all locations that will be resurfaced: Not including Houston St**

- Mill out, remove and haul off old asphalt using a skid steer, asphalt planer, front end loader tractors and 12 yard dump truck.
- Grade existing base with a maintainer/motor grader and a box blade.
- Install new limestone road base in any area where failures have occurred.
- Compact all base with a 7 ton smooth drum pneumatic compactor
- Overlay proposed sq. footage with 3 inches of type D box mix asphalt compacted to a minimum of 2 inches. All asphalt material will be hauled from the Texas Bit Asphalt plant in Palestine, Tx

**Scope of work for Houston St from Crawford to Ave A**

- Demo and haul off existing concrete and asphalt.
- Grade existing base with a maintainer/motor grader and a box blade.
- Install 6 inches of crushed concrete road base to fill void from the removed concrete and prevent base failures.
- Compact all base with a 7 ton smooth drum pneumatic compactor
- Overlay proposed sq. footage with 3 inches of type D box mix asphalt compacted to a minimum of 2 inches. All asphalt material will be hauled from the Texas Bit Asphalt plant in Palestine, Tx

**Birch St from Fig to Moody (20,430 Sq Ft)**

Estimated time of completion 4 business days weather permitting

Total for all labor and materials: \$57,200

**W Colorado St from Magnolia to Dead End (15,300 Sq Ft)**

Estimated time of completion 3 business days

Total for all labor and materials: \$42,840

**W Cook St from Sycamore to Hickory (25,125)**

Estimated time of completion 4-6 business days

Total for all labor and materials: \$94,080

**S Cummins from Burkitt to Dead End (8,100 Sq Ft)**

Estimated time of completion 2 business days

Total for all labor and materials: \$22,680

**N Elm St from E Lacy to Ave A (16,740 Sq Ft)**

Estimated time of completion 3-4 business days

Total for all labor and materials: \$46,870

**Erwin St from N Sycamore to Dead End (13,480 Sq Ft)**

Estimated time of completion 2-3 business days

Total for all labor and materials: \$38,475

Granberry St from Spring St to Dead End (4725 Sq Ft) **(1500 Sq ft of concrete demo and removal)**  
Estimated time of completion 3-4 business days  
Total for all labor and materials: \$25,980

Head St from Line to Dead End (7520 Sq Ft)  
Estimated time of completion 2 business days  
Total for all labor and materials: \$22,560

Houston St from Crawford to Ave A (14,800 Sq Ft)  
Estimated time of completion 5 business days  
Total for all labor and materials: \$109,630

E Huffsmith St from S Sycamore to Dead End (23,940 Sq Ft)  
Estimated time of completion 3-4 business days  
Total for all labor and materials: \$67,200

McCellan from W South to Giraud (19,305 Sq Ft)  
Estimated time of completion 3 business days  
Total for all labor and materials: \$54,050

Miller St from W Reagan to Dead End (16,390 Sq Ft)  
Estimated time of completion 3 business days  
Total for all labor and materials: \$45,890

E Murchison from N Garland to Loop 256 (67,065 Sq Ft)  
Estimated time of completion 5-7 business days  
Total for all labor and materials: \$187,780

S Queen from W Hoxie to Dead End past Reagan (24,775 Sq Ft)  
Estimated time of completion 4 business days  
Total for all labor and materials: \$69,370

San Jacinto St from Railroad Tracks to Dorrance (34,560 Sq Ft)  
Estimated time of completion 4 business days  
Total for all labor and materials: \$96,760

Seldon St from Larry to Market St (9,360 Sq Ft)  
Estimated time of completion 3 business days  
Total for all labor and materials: \$27,930

Total for all 16 Streets: \$1,009,295

**References:**

Darren Keese/ Outsourced Services - 903-216-1542 Britt Bacon/ Bacon Chevrolet - 903-481-9832

Scott McCurley/ Athens Contractors - 903-804-8331 Matt James/ Precision Terrain – 903-922-1153

Many more upon request.

**CITY OF PALESTINE – PUBLIC WORKS  
TABULATION  
ASPHALT REPLACEMENT ON 16 STREETS IN DISTRICT 2  
RFP 2025-003**

VENDOR	BID PROPOSAL	AWARDED
McGuffey Contracting Inc. 10887 FM 19 Frankston, Tx. 75763	\$1,009,295.00	McGuffey Contracting Inc. 10887 FM 19 Frankston, Tx. 75763
Pineywoods Construction Services, LLC 904 Brenda St Lufkin, Tx. 75901	\$1,000,050.00	Missing required documentation listed on the RFP.
AAA Paving LLC 13136 FM 735 Athens, Tx 75751	\$1,018,467.20	
Texana Land & Asphalt, Inc 5848 CR 1100 Sulpher Springs, Tx 75482	\$1,131,315.90	
FDC Construction LLC 10015 CR 1208 Athens, Tx. 75751	\$1,297,324.50	

Precision Terrain, LLC PO Box 1057 Frankston, TX 75763	\$2,266,880.00	
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Agenda Date: March 10, 2025  
To: City Council  
From: Ana Sanchez, Library Director  
Agenda Item: Carnegie Libraries of Texas Coalition  
Date Submitted: 03/05/2025

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**SUMMARY:**

Consider authorizing the City Manager and the Palestine Public Library to join the Carnegie Libraries of Texas Coalition. The City of Samford Mayor James M. Decker and the Samford Carnegie Library director Ann Pippin have formed a loose coalition. They are inviting the Palestine Public Library, one of the five remaining Carnegie working libraries in Texas, to join and be a partner in the submission of an appropriations bill to the Texas Legislature. The appropriation bill requests an additional budget rider of \$5 million. If funded, each Carnegie library may apply for up to \$1 million towards renovation and preservation efforts. There is no cost involved in joining the coalition. Included is the Carnegie Coalition's Final draft of the Bill Proposal.

**RECOMMENDED ACTION:**

Staff recommend authorizing the City manager and the Palestine Public Library to join the Carnegie Libraries of Texas Coalition.

**CITY MANAGER APPROVAL:**

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**Attachments**

CLTC25



# CARNEGIE LIBRARIES OF TEXAS COALITION

c/o City of Stamford, Texas  
201 East McHarg Street  
Stamford, Texas 79553  
Phone: 325-668-4878  
Email: [stamfordtxmayor@gmail.com](mailto:stamfordtxmayor@gmail.com)

February 24, 2025

To whom it may concern:

In the late 19th century, Scottish-American industrialist and philanthropist Andrew Carnegie began funding community libraries across the United States. Carnegie had risen from humble beginnings to be one of the wealthiest men in history. He valued the power of self-improvement and believed that a public library was the best gift for a community, as it gave all of the community's people the opportunity to improve themselves. Andrew Carnegie's generosity would change the nature and accessibility of public libraries forever.

Carnegie would ultimately help fund over 2,500 libraries around the world. 32 Carnegie Libraries were built in Texas. Many have been demolished, and a few are left standing for other purposes, but a remarkable five communities continue to operate their Carnegie property as a community library. Ballinger, Franklin, Jefferson, Palestine, and Stamford each built their library between 1906 and 1913 and continue to operate them over 110 years later.

Today, our communities are all working to renovate our Carnegie Library or otherwise ensure it remains a viable community library for years to come. Our communities value their libraries and we cherish our unique status as keepers of the Carnegie Library heritage in Texas. This mission is important but challenging. Our communities are small and have limited budgets to spread between infrastructure, essential city services, and quality-of-life projects. We must be good stewards of our citizens' money while also remaining good stewards of our heritage and the heritage that we possess on behalf of the entire State of Texas. With that challenge in mind, we formed a loose coalition in late 2024 to discuss a proposal with each Carnegie Library.

Today, we request the addition of a budget rider on the upcoming state budget in the amount of \$5 million, solely devoted to the preservation and renovation of the remaining Carnegie Libraries in Texas. We propose that this rider be incorporated into an education or historic preservation bill, as appropriate. If funded, these resources could be held by a suitable state agency, and, in cooperation with our coalition and other state stakeholders, parameters could be developed by which each Carnegie Library may apply for up to \$1 million towards renovation and preservation efforts.

This is a small sum in the grand picture of the state budget, but it would be enormous to each library and the communities that they serve and uplift. This investment would be transformative for each of our facilities. For decades, we have upheld this unique piece of Texas heritage with limited resources, shouldering the responsibility alone. In many ways, we have done incredible work to keep our facilities alive on our limited budgets. Today, we have an opportunity for the State of Texas to recognize and invest in our heritage so that we can serve as an example for the next 110 years of community libraries in Texas.

Yours very truly,



Mayor James M. Decker  
City of Stamford, Texas



Ann Pippin, Library Director  
Stamford Carnegie Library



Agenda Date: March 10, 2025  
To: City Council  
From: Andrew Sibai, Finance Director  
Agenda Item: E-Rate Library Internet Vendor Award ETEX  
Date Submitted: 03/05/2025

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**SUMMARY:**

This item proposes awarding ETEX Broadband a three-year contract for Internet service at the Palestine Public Library. We currently have a contract with ETEX for the same price and duration, and we are satisfied with the service provided.

The Library conducted a bidding process in conjunction with E-Rate Central, which assists libraries in securing federal funding for internet access. This program will cover a significant portion of the Internet costs through federal grant funds.

The Library received two bids for internet service through E-Rate, and ETEX submitted the lowest bid by a considerable margin. As current customers of ETEX, we feel confident in choosing them again.

ETEX's bid is for 36 months at a rate of \$249.95 per month.

**RECOMMENDED ACTION:**

Staff recommends approval as presented.

**CITY MANAGER APPROVAL:**

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**Fiscal Impact**

**Fiscal Year:** 2025  
**Budgeted Y/N:** y  
**Account #:** 010-620-54503  
**Amount Requested:** \$2,999.40

**BUDGETARY IMPACT:**

\$2,999.40 per year annual internet cost, reimbursed 60% with grant funding

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**Attachments**

ETEX Bid



**“Where we live, we improve our way of life every day. Etex, making the most of technology right here in our hometown.”**

*- Etex Mission Statement*

FORM 470 #250000577  
Palestine Public Library  
ETEX SPIN: 143021933

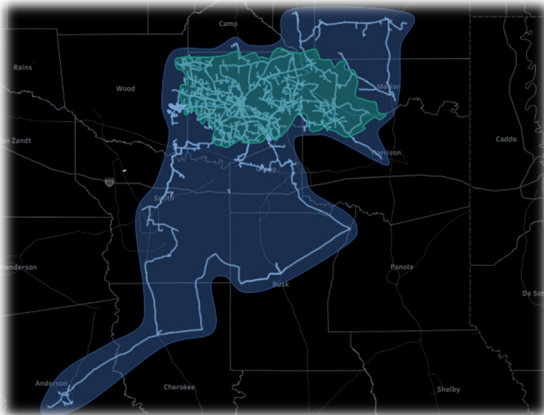


## Investing in rural communities

### HIGHLIGHTS

- Providing broadband, phone, TV and fiber backhaul services in originally 710 square miles and expanded to over 8,000 square miles in 15 counties.
  - Over 7,200 locations have been upgraded to fiber in the last fifteen years.
  - Over 4,500 locations are targeted for fiber in the next five years.
- 70% of our residential customer base is connected by fiber and capable of 1 Gig service.
- Schools, businesses, and cellular towers have fiber services that are capable of 1 Gig and 10 Gig service.
- Providing broadband services to 45 school systems, 12 city or county governments, and over 100 cellular 4G/5G towers.
- Over \$50 million has been invested over the last 5 years in broadband infrastructure.

### CASE STUDY



In 2019, A consortium of 16 schools across 6 counties that make up SUPERNet needed to improve their unreliable broadband network. Etex was selected for that task. Etex engineered and constructed a 210 mile \$7.6M fiber and equipment project. This offers a minimum of 10G service to each school and has redundant data router connections and outage protection.

In 2020, the Palestine Economic Development Board identified broadband as a key economic development issue. They evaluated several providers before selecting Etex. "They (Etex) not only had experience in this arena, but were very open to discussions and thinking outside the box when it came to forming a partnership that would be beneficial for all parties," said Lisa Denton, Economic Development Director for Palestine. Etex constructed a \$2.2M fiber network to the business corridor of Palestine.

### FUNDING OPPORTUNITY

Etex has over 6,000 customers on old copper plant with slow internet speeds under 20Mbps. Etex has prepared preliminary plans to serve these areas and will seek federal and state funding to support the estimated \$40 million in construction costs.

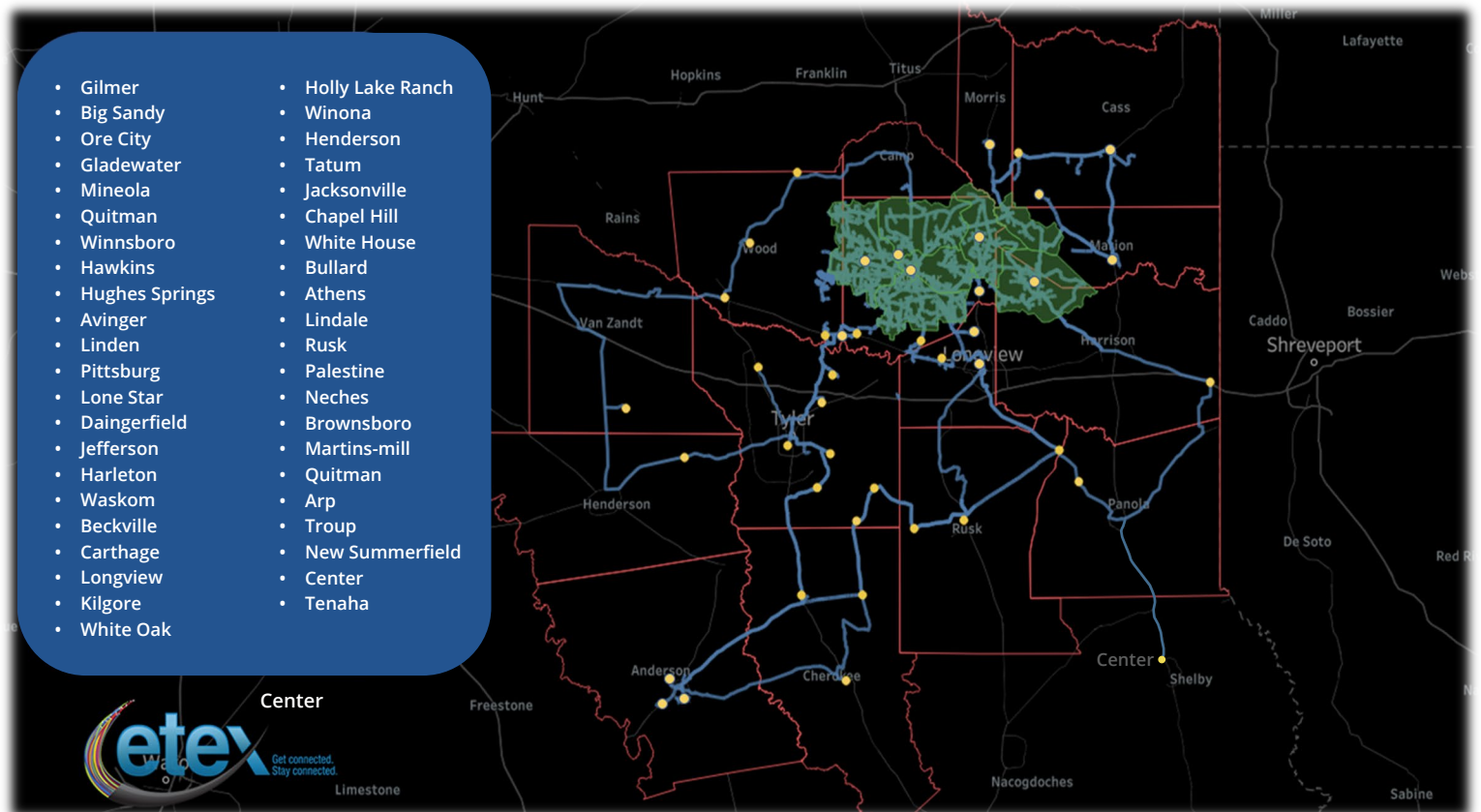
Etex plans to expand our targeted communities list pending development of statewide broadband mapping that will guide us in identifying unserved and underserved areas.

Charlie Cano GM/CEO  
Cell: 903-790-0627  
ccano@etexfiber.net

# OUR SERVICE AREA



- Providing broadband, phone, TV and fiber backhaul services in originally 710 square miles and expanded to over 8,000 square miles in 15 counties.
- The Yellow markers represent the more than 40 Independent School Districts, Universities, Colleges and Charter Schools Etex provides broadband service too.
- The Green highlighted area on the map represents the original 710 square mile Cooperative defined by the PUC in 1952.

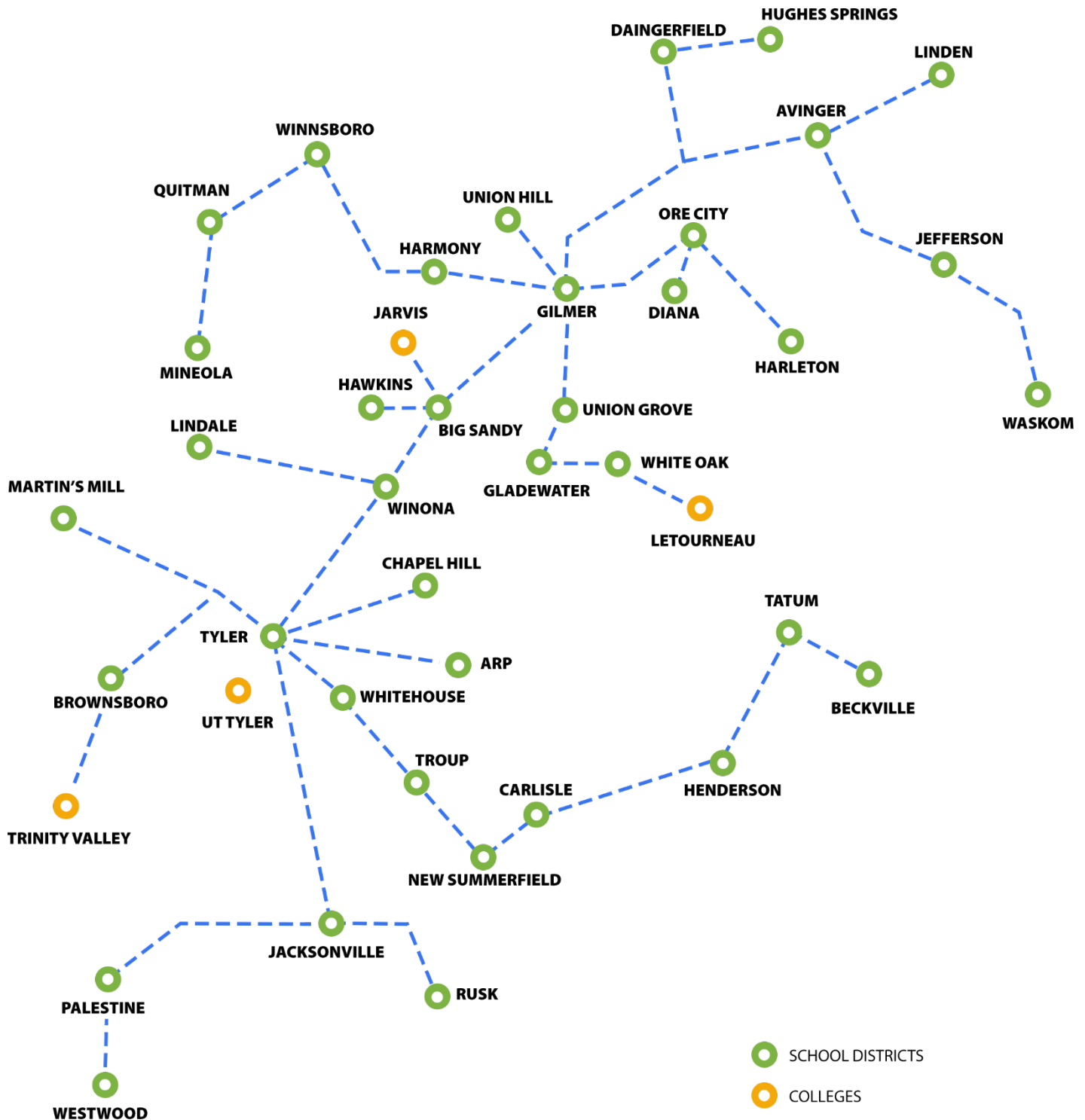


- The Blue lines represent the entire Etex fiber footprint. Though we do have leased fiber projects outside of this map, this is fiber owned and operated by Etex.
- Each of the cities listed represent areas where we currently have active customers.
- There are more than 50 cell towers connected along the fiber footprint shown on this map.

# EDUCATIONAL FACILITIES



Etex Communications proudly provides telecommunications services to the school districts and colleges below.







Technology enables us to reside in the area we call home while enjoying a quality of life that is enhanced by connectivity to business opportunity, educational resources, advanced medical care, and global access. At ETEX, we take our responsibility for your connectivity very seriously. We're East Texas born and raised, started by a group of locals that formed a Cooperative over 65 years ago. It is literally our mission to serve you. What difference does that make? It makes a huge difference in the level of service our customers receive, our commitment to the region and the economic impact of every dollar spent with ETEX. Our company headquarters is based here, creating jobs and contributing to the local tax base. Our employees live here, their salaries spent in the local economy. Their families support local communities, school districts, and businesses. And, so does ETEX. From donations, sponsorships, scholarships, volunteer support to business technology consulting, distance learning and more – you can see ETEX's presence almost everywhere.



We've spent millions of dollars investing in our network to ensure that our customers receive services that rival or exceed those available in urban areas, to ensure there is no "digital disadvantage" to those who choose to call our region home. You may know us best for Internet, TV and Phone service or for our TexPert technical support. But, we do much more than that. Our network powers economic development and serves as the connective force for school districts, telemedicine and cellular service. That's right, without the ETEX network backbone providing connectivity to cell sites, your cell phone wouldn't work. We are also a partner in the statewide network that ensures redundancy in communications in emergency situations. We understand the wants and needs of East Texas, because we call it home too. If it's important to you, it's important to us.

We know you have a choice when it comes to technology providers. We believe your dollars are best spent with the company that provides world-class technology, delivered with East Texas values. That company is ETEX. When given the opportunity to serve you, and we'll work to earn your business every single day.



MT. PLEASANT



PITTSBURG

LONE STAR

HUGHES SPRINGS

LINDEN

QUITMAN

GILMER

ORE CITY

JEFFERSON

HARLETON

BIG SANDY

HAWKINS

GLADEWATER

MARSHALL

LINDALE

WINONA

WHITE OAK

LONGVIEW

KILGORE



TYLER

CHAPEL HILL

TATUM

WHITEHOUSE

ARP

HENDERSON



BULLARD

TROUP

CENTER

JACKSONVILLE

NEW SUMMERFIELD

PALESTINE







## References

- **Cass County**

Sharon Brown  
100 E. Houston St.  
Linden, TX 75563  
903-756-5181  
countyjudge.assistant@gmail.com

- **City of Ore City**

Heidi Weir  
302 E. Main St.  
Ore City, TX 75683  
903-968-2512  
cityadmin@orecitytx.org

- **Upshur County**

Kristen Culberson  
100 W. Tyler St.  
Gilmer, TX 75644  
903-843-4003  
Kristen.culberson@countyofupshur.com

- **City of Big Sandy**

Laura Rex  
100 N. Tyler St.  
Big Sandy, TX 75755  
903-636-4343  
cityadministrator@bigsandytx.gov



## References

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### **Gilmer ISD**

Rusty Ivey / 903-790-7923 / ivelyr@gilmerisd.org

### **Gladewater ISD**

Avon Bateman / 903-452-3053 / batemana@gladewaterisd.com

### **Jefferson ISD**

Jay Patrick / 903-665-2461 / rjpatrick@jeffersonisd.org

### **Customer Testimonials**

[https://www.youtube.com/watch?v=UJe9r4tg0a8&ab\\_channel=EtexFiber](https://www.youtube.com/watch?v=UJe9r4tg0a8&ab_channel=EtexFiber)

[https://www.youtube.com/watch?v=iNO4-P\\_Dm5s&ab\\_channel=EtexFiber](https://www.youtube.com/watch?v=iNO4-P_Dm5s&ab_channel=EtexFiber)

[https://www.youtube.com/watch?v=6KXJ9RpzC6w&ab\\_channel=EtexFiber](https://www.youtube.com/watch?v=6KXJ9RpzC6w&ab_channel=EtexFiber)



## Bandwidth

Bandwidth	36 Month Term/Monthly Recurring*	60 Month Term/Monthly Recurring*
200 Mbps x 200 Mbps	\$249.95	\$224.95
500 Mbps x 500 Mbps	\$750.00	\$450.00
1 Gbps x 1 Gbps	\$1,700.00	\$1,500.00
Construction, installation, and/or connection charges	\$0.00	\$0.00

**Contract start date – July 1, 2025.**

**Pricing includes 2 static IPs at no cost.**

**Applicant can increase bandwidth without extending the contract term.**



## **Terms & Conditions**

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This Agreement shall be in effect for an initial term of Number of Months specified above.

If Customer terminates this Agreement, or any part thereof, prior to the end of the current term they shall pay to ETEX an amount equal to the average monthly amount billed to them for each month remaining in the current term.

### **Act of God Liability Waiver:**

The Company (Etex) shall not be liable for any interruption, failure or degradation of service due in whole or part to causes beyond its control, including, but not limited to: (1) act of God, fires, lightning, flood, or other catastrophes; (2) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or any foreign, state or local government, or any foreign, state or local government; (3) any national emergency, insurrection, riot, war, strike or labor difficulty; (4) any act or omission by any unrelated carrier or other entity affecting the facilities or equipment over which the Company's services are provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.

### **Do-Not-Call Solicitor Notification**

As you are likely aware, the Federal Communications Commission ("FCC") and Federal Trade Commission ("FTC") have established a national Do-Not-Call Registry. As part of the do-not-call initiative, the FCC requires us to notify customers who use our service for making telephone solicitations (telemarketing calls) regarding the national Do-Not-Call rules and regulations. If you are a company, individual, or other entity that makes telemarketing calls, it is very important that you familiarize yourself with the operations of the national Do-Not-Call Registry and the rules requiring checking of the national Do-Not-Call Registry as part of making telemarketing calls. Unless you fall under one of the exceptions established in the FCC/FTC rules (such as the exception for telemarketing by charitable organizations or for prior business relationships), you may not make telemarketing calls to numbers included in the national Do-Not-Call Registry. Before you rely on one of the exceptions, you should consult the rules. For information about the regulations, you may visit the national Do-Not-Call Registry at [www.donotcall.gov](http://www.donotcall.gov). You can find the FCC and FTC rules governing telemarketing and telephone solicitation, at 47 C.F.R. § 64.1200 and 16 C.F.R. Part 310, respectively.

### **Contractual Provisions to Mitigate Illegal Robocalls**

As an Etex customer, it is forbidden to use Etex's services for unlawful purposes such as originating and/or otherwise transmitting calls that violate laws that restrict robocalls or other telemarketing calls, including the federal Telephone Consumer Protection Act ("TCPA") and/or the Pallone-Thune Telephone Robocall Abuse Criminal Enforcement and Deterrence Act ("TRACED Act") and/or the rules promulgated pursuant to these statutes. Etex may, at its sole discretion, suspend or terminate your service immediately, among other remedies for violations of the law. To become more familiar with the TCPA and TRACED Act, please see the following links:

<https://www.fcc.gov/sites/default/files/tcpa-rules.pdf>

<https://www.fcc.gov/TRACEDAct>

**Internet Speed Conditions:** Actual Internet speeds may vary. Internet speed conditions represent maximum speed capabilities and may vary based on many factors including website traffic, content provider capacity, use of other services, network capacity and maximum bandwidth restrictions on customer owned equipment.

If you are a company, individual, or other entity that makes telemarketing calls, it is very important that you familiarize yourself with the operations of the national Do-Not-Call Registry and the rules requiring checking of the national Do-Not-Call Registry as part of making telemarketing calls.



Unless you fall under one of the exceptions established in the FCC/FTC rules (such as the exception for telemarketing by charitable organizations or for prior business relationships), you may not make telemarketing calls to numbers included in the national Do-Not-Call Registry. Before you rely on one of the exceptions, you should consult the rules. For information about the regulations, you may visit the national Do-Not-Call Registry at [www.donotcall.gov](http://www.donotcall.gov). You can find the FCC and FTC rules governing telemarketing and telephone solicitation, at 47 C.F.R. § 64.1200 and 16 C.F.R. Part 310, respectively.

**CPNI PIN Codes and Authorized Users**

The Company (Etex) has established procedures that ensure compliance with the Federal Communications Commission (FCC) regulations concerning the protection of customer proprietary network information (CPNI). As an Etex customer, you are required to create a secure four-digit PIN code that is only shared with your named Authorized User(s) above. This PIN code must be presented by you or your Authorized User(s) upon request for any account information.

*Please note: Choosing to name a Business, such as a Call Center, as your Authorized User(s), is risky. It is your responsibility to ensure that your PIN Code is secure and protected from unauthorized access and that your Authorized User information is kept up to date.*

## Broadband Facts

### Etex Communications

#### G200XG200 36 Month

Fixed Broadband Consumer Disclosure

<b>Monthly Price</b>	<b>\$249.95</b>
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This monthly price is an introductory rate	No
Contract Required	Yes
Length of contract	36 Months
Link to Terms of Contract	<a href="https://www.etex.net/business/terms">https://www.etex.net/business/terms</a>
Terms URL Text	Read our Policy

#### Additional Charges & Terms

Early Termination Fee	\$249.95
Government Taxes Vary	0.00

#### Discounts & Bundles

Visit the link below for available billing discounts and pricing options for broadband service bundled with other services like video, phone, and wireless service, and use of your own equipment.

Bundles URL

Bundles URL Text

#### Speeds Provided with Plan

Typical Download Speed (Mbps)	200
Typical Upload Speed (Mbps)	200
Typical Latency (ms)	10

<b>Data Included with Monthly Price</b>	<b>Unlimited</b>
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Data Usage URL	<a href="https://www.etex.net/etex-privacy-policy/">https://www.etex.net/etex-privacy-policy/</a>
Data Usage Text	Read our Policy

#### Network Management Practices

Network Policy URL	<a href="https://www.etex.net/wp-content/themes/espresso-child/machinecsv/NetworkManagementPolicy.pdf">https://www.etex.net/wp-content/themes/espresso-child/machinecsv/NetworkManagementPolicy.pdf</a>
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Network Policy URL Text	Read our Policy
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#### Privacy Policy

Privacy Policy URL	<a href="https://www.etex.net/etex-privacy-policy/">https://www.etex.net/etex-privacy-policy/</a>
Privacy Policy URL Text	Read our Policy

#### Customer Support

Phone	903-797-4357
Email	<a href="mailto:sales@etexfiber.net">sales@etexfiber.net</a>
Website	<a href="http://www.etex.net">http://www.etex.net</a>
Website Url Text	
Address	PO BOX 130 Gilmer, TX 75644

Learn more about the terms used on this label by visiting the Federal Communications Commission's Consumer Resource Center.

[fcc.gov/consumer](http://fcc.gov/consumer)

Unique Plan Identifier  
F0001665835G0ETE200X20036M

## Broadband Facts

### Etex Communications

#### G200XG200 60 Month

Fixed Broadband Consumer Disclosure

<b>Monthly Price</b>	<b>\$224.95</b>
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This monthly price is an introductory rate	No
Contract Required	Yes
Length of contract	60 Months
Link to Terms of Contract	<a href="https://www.etex.net/business/terms">https://www.etex.net/business/terms</a>
Terms URL Text	Read our Policy

#### Additional Charges & Terms

Early Termination Fee	\$224.95
Government Taxes Vary	0.00

#### Discounts & Bundles

Visit the link below for available billing discounts and pricing options for broadband service bundled with other services like video, phone, and wireless service, and use of your own equipment.

Bundles URL

Bundles URL Text

#### Speeds Provided with Plan

Typical Download Speed (Mbps)	200
Typical Upload Speed (Mbps)	200
Typical Latency (ms)	10

<b>Data Included with Monthly Price</b>	<b>Unlimited</b>
---	------------------

Data Usage URL	<a href="https://www.etex.net/etex-privacy-policy/">https://www.etex.net/etex-privacy-policy/</a>
Data Usage Text	Read our Policy

#### Network Management Practices

Network Policy URL	<a href="https://www.etex.net/wp-content/themes/espresso-child/machinecsv/NetworkManagementPolicy.pdf">https://www.etex.net/wp-content/themes/espresso-child/machinecsv/NetworkManagementPolicy.pdf</a>
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Network Policy URL Text	Read our Policy
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#### Privacy Policy

Privacy Policy URL	<a href="https://www.etex.net/etex-privacy-policy/">https://www.etex.net/etex-privacy-policy/</a>
Privacy Policy URL Text	Read our Policy

#### Customer Support

Phone	903-797-4357
Email	<a href="mailto:sales@etexfiber.net">sales@etexfiber.net</a>
Website	<a href="http://www.etex.net">http://www.etex.net</a>
Website Url Text	
Address	PO BOX 130 Gilmer, TX 75644

Learn more about the terms used on this label by visiting the Federal Communications Commission's Consumer Resource Center.

[fcc.gov/consumer](http://fcc.gov/consumer)

Unique Plan Identifier  
F0001665835G0ETE200X20060M



## Broadband Facts

### Etex Communications

#### 500MX500M 36 Month Term

Fixed Broadband Consumer Disclosure

#### Monthly Price **\$750.00**

This monthly price is an introductory rate	No
Contract Required	Yes
Length of contract	36 Months
Link to Terms of Contract	<a href="https://www.etex.net/business/terms">https://www.etex.net/business/terms</a>
Terms URL Text	Read our Policy

#### Additional Charges & Terms

Early Termination Fee	\$600.00
Government Taxes Vary	0.00

#### Discounts & Bundles

Visit the link below for available billing discounts and pricing options for broadband service bundled with other services like video, phone, and wireless service, and use of your own equipment.

Bundles URL

Bundles URL Text

#### Speeds Provided with Plan

Typical Download Speed (Mbps)	500
Typical Upload Speed (Mbps)	500
Typical Latency (ms)	10

#### Data Included with Monthly Price **Unlimited**

Data Usage URL	<a href="https://www.etex.net/etex-privacy-policy">https://www.etex.net/etex-privacy-policy</a>
Data Usage Text	Read our Policy

#### Network Management Practices

Network Policy URL	<a href="https://www.etex.net/wp-content/themes/espresso-child/machinecsv/NetworkManagementPolicy.pdf">https://www.etex.net/wp-content/themes/espresso-child/machinecsv/NetworkManagementPolicy.pdf</a>
Network Policy URL Text	Read our Policy

#### Privacy Policy

Privacy Policy URL	<a href="https://www.etex.net/etex-privacy-policy/">https://www.etex.net/etex-privacy-policy/</a>
Privacy Policy URL Text	Read our Policy

#### Customer Support

Phone	903-797-4357
Email	<a href="mailto:sales@etexfiber.net">sales@etexfiber.net</a>
Website	<a href="http://www.etex.net">http://www.etex.net</a>
Website Url Text	
Address	PO BOX 130 Gilmer, TX 75644

Learn more about the terms used on this label by visiting the Federal Communications Commission's Consumer Resource Center.

[fcc.gov/consumer](http://fcc.gov/consumer)

Unique Plan Identifier

## Broadband Facts

### Etex Communications

#### 500MX500M 60 Month Term

Fixed Broadband Consumer Disclosure

#### Monthly Price **\$450.00**

This monthly price is an introductory rate	No
Contract Required	Yes
Length of contract	60 Months
Link to Terms of Contract	<a href="https://www.etex.net/business/terms">https://www.etex.net/business/terms</a>
Terms URL Text	<a href="#">Read our Policy</a>

#### Additional Charges & Terms

Early Termination Fee	\$450.00
Government Taxes Vary	0.00

#### Discounts & Bundles

Visit the link below for available billing discounts and pricing options for broadband service bundled with other services like video, phone, and wireless service, and use of your own equipment.

Bundles URL

Bundles URL Text

#### Speeds Provided with Plan

Typical Download Speed (Mbps)	500
Typical Upload Speed (Mbps)	500
Typical Latency (ms)	10

#### Data Included with Monthly Price **Unlimited**

Data Usage URL	<a href="https://www.etex.net/etex-privacy-policy">https://www.etex.net/etex-privacy-policy</a>
Data Usage Text	Read our Policy

#### Network Management Practices

Network Policy URL	<a href="https://www.etex.net/wp-content/themes/espresso-child/machinecsv/NetworkManagementPolicy.pdf">https://www.etex.net/wp-content/themes/espresso-child/machinecsv/NetworkManagementPolicy.pdf</a>
Network Policy URL Text	Read our Policy

#### Privacy Policy

Privacy Policy URL	<a href="https://www.etex.net/etex-privacy-policy/">https://www.etex.net/etex-privacy-policy/</a>
Privacy Policy URL Text	Read our Policy

#### Customer Support

Phone	903-797-4357
Email	<a href="mailto:sales@etexfiber.net">sales@etexfiber.net</a>
Website	<a href="http://www.etex.net">http://www.etex.net</a>
Website Url Text	
Address	PO BOX 130 Gilmer, TX 75644

Learn more about the terms used on this label by visiting the Federal Communications Commission's Consumer Resource Center.

[fcc.gov/consumer](http://fcc.gov/consumer)

Unique Plan Identifier

## Broadband Facts

### Etex Communications

#### 1GbpsX1Gbps 36 Month Term

Fixed Broadband Consumer Disclosure

#### Monthly Price **\$1700.00**

This monthly price is an introductory rate No  
Contract Required Yes  
Length of contract 36 Months  
Link to Terms of <https://www.etex.net/business/terms>  
Contract  
Terms URL Text Read our Policy

#### Additional Charges & Terms

Early Termination Fee **\$1700.00**  
Government Taxes Vary 0.00

#### Discounts & Bundles

Visit the link below for available billing discounts and pricing options for broadband service bundled with other services like video, phone, and wireless service, and use of your own equipment.  
Bundles URL  
Bundles URL Text

#### Speeds Provided with Plan

Typical Download Speed (Mbps) 1000  
Typical Upload Speed (Mbps) 1000  
Typical Latency (ms) 10

#### Data Included with Monthly Price **Unlimited**

Data Usage URL <https://www.etex.net/etex-privacy-policy/>  
Data Usage Text Read our Policy

#### Network Management Practices

Network Policy URL <https://www.etex.net/wp-content/themes/espresso-child/machinecsv/NetworkManagementPolicy.pdf>  
Network Policy URL Text Read our Policy

#### Privacy Policy

Privacy Policy URL <https://www.etex.net/etex-privacy-policy/>  
Privacy Policy URL Text Read our Policy

#### Customer Support

Phone 903-797-4357  
Email [sales@etexfiber.net](mailto:sales@etexfiber.net)  
Website <http://www.etex.net>  
Website Url Text  
Address PO BOX 130 Gilmer, TX 75644

Learn more about the terms used on this label by visiting the Federal Communications Commission's Consumer Resource Center.

[fcc.gov/consumer](http://fcc.gov/consumer)

Unique Plan Identifier  
F000166583500ETE01GX01G36M

## Broadband Facts

### Etex Communications

#### 1GbpsX1Gbps 60 Month Term

Fixed Broadband Consumer Disclosure

#### Monthly Price **\$1500.00**

This monthly price is an introductory rate No  
Contract Required Yes  
Length of contract 60 months  
Link to Terms of <https://www.etex.net/business/terms>  
Contract  
Terms URL Text Read our Policy

#### Additional Charges & Terms

Early Termination Fee \$1500.00  
Government Taxes Vary 0.00

#### Discounts & Bundles

Visit the link below for available billing discounts and pricing options for broadband service bundled with other services like video, phone, and wireless service, and use of your own equipment.  
Bundles URL  
Bundles URL Text

#### Speeds Provided with Plan

Typical Download Speed (Mbps) 1000  
Typical Upload Speed (Mbps) 1000  
Typical Latency (ms) 10

#### Data Included with Monthly Price **Unlimited**

Data Usage URL <https://www.etex.net/etex-privacy-policy/>  
Data Usage Text Read our Policy

#### Network Management Practices

Network Policy URL <https://www.etex.net/wp-content/themes/espresso-child/machinecsv/NetworkManagementPolicy.pdf>  
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[fcc.gov/consumer](http://fcc.gov/consumer)

Unique Plan Identifier  
F000166583500ETE01GX01G60M





Agenda Date: March 10, 2025

To: City Council

From: Cassie Ham, Tourism Marketing Manager

Agenda Item: Consider approval of a Mural Arts Project Agreement between the City of Palestine and Deanna Pickett for a mural located at 310 W. Oak St., in an amount not to exceed \$18,000.00

Date Submitted: 03/05/2025

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#### **SUMMARY:**

On January 8, 2025, the Tourism Advisory Board voted to approve a mural project proposed by Deanna Pickett for 310 W. Oak Street in an amount not to exceed \$18,000.00 for RFP 2024-018.

#### **RECOMMENDED ACTION:**

Staff recommends approving the item as presented.

#### **CITY MANAGER APPROVAL:**

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#### **Attachments**

Contract 310 W. Oak Mural

STATE OF TEXAS

COUNTY OF ANDERSON

**CITY OF PALESTINE  
MURAL SERVICES CONTRACT**

This Mural Services Contract ("Contract") is made and entered into by and between the City of Palestine, Texas ("City"), Deanna Pickett, ("Artist") and Richard Farris, Jr. ("Sponsor").

**I. RECITALS**

**WHEREAS**, CITY seeks to promote Palestine to residents and visitors; and

**WHEREAS**, the City is promoting public art projects in the form of murals to assist in bringing visitors to Palestine and to promote visitors to the city for extended periods of time; and

**WHEREAS**, the City seeks to enhance the image of the community by promoting public art projects and partnering with public and private property owners to sponsor art projects accessible to the public, specifically, the City encourages the placement of murals in locations visible and accessible to the public; and

**WHEREAS**, such murals can serve to beautify individual buildings and neighborhoods and will discourage graffiti and add to the unique charm and character of the City; and

**WHEREAS**, the goal of this Agreement is to attract visitors to the City, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the Texas Tax Code and the City's Hotel Occupancy Tax Use Policy; and

**WHEREAS**, the City Council of the City of Palestine wish to provide a portion of its Hotel Occupancy Tax revenues fund certain mural projects to enhance and promote tourism within the City.

**NOW, THEREFORE**, it is mutually agreed by the City, the Artist and the Sponsor as follows:

**II. TERMS OF AGREEMENT**

2.1. Creation of Mural. The Artist and the Sponsor shall diligently, expeditiously and satisfactorily perform the activities proposed for the creation of a mural (the "Project") as described in Exhibit A and made a part of this Contract for all purposes. The Artist shall provide services and meet his/her obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services that meet generally accepted standards in the community and region for similar projects.

2.2. Project Location. The Project shall be located in an area determined by the City to be visible from a public street, sidewalk, right-of-way or in a location that attracts, or will attract by virtue of the mural, visitors and tourists, as described in Exhibit A.

2.3. Execution of Project. The Project shall start on or before the Effective Date and shall be completed on or before May 8, 2025. The City Manager of the City may approve extensions of time for delays due to unforeseen circumstances such as, but not limited to, inclement weather, unavailability of materials, illness or disability of the Artist or medical issues involving relatives of the Artist.

2.4. Maintenance after Completion. The Sponsor and the Artist shall be responsible for maintenance, repairs, and restoration of the mural, including graffiti abatement, for a period of **60** months after the date the City issues a Letter of Acceptance to the Artist and the Sponsor. After the end of such **60**-month maintenance period, if Sponsor desires to undertake any activity that would result in the removal or alteration of the mural, or that involves the sale of the Sponsor's property where the mural is installed, the Sponsor shall first notify the City of such proposed undertaking in writing and provide the City an opportunity to make recommendations to the Sponsor concerning such undertaking within 30 days of the City's receipt of the Sponsor's written notice. The Sponsor shall also provide a copy of such written notice to the Artist. After the end of said maintenance period, the Sponsor shall continue to be responsible for compliance with applicable ordinances regarding graffiti abatement and property maintenance.

2.5. Project Cost and Payment. The amount awarded for the Project is \$12,750.00 ("Project Award"). The City will pay the Artist the Project Award in two separate, but equal payments as provided herein. The City will tender the first payment equal to fifty percent (50%) of the Project Award, said amount being \$6,375.00, within 30 days after the effective date of this Contract. The City will tender the second payment equal to fifty percent (50%) of the Project Award, said amount being \$6,375.00, within 30 days after the completion of the Project as evidenced by a Letter of Acceptance issued from the City. The City's payment of the Project Award shall be funded solely from the City's Hotel Occupancy Tax revenue to the extent allowed by law, although the City retains the right but not the obligation to pay the Project Award from any legally available source of funds.

- a. Budget. All Artist expenditures shall be in accordance with the Budget section of the Mural Arts Application Form.
- b. Accounting. The Sponsor and the Artist shall maintain complete and accurate financial records of each expenditure of the funds and, at the request of the City Manager or his designee, shall make the records available for inspection and review during normal business hours.
- c. Unspent Funds. Any funds allocated (and tendered to the Artist) by the City which are unencumbered or unexpended due to Artist's failure to complete the Project in accordance with this Contract shall, upon request of the City (to the Artist), be remitted by the Artist to the City within 30 days from the date of such request.
- d. Supplies. The City will not be responsible for purchasing or otherwise providing any materials or supplies to the Sponsor or the Artist for the completion of the Project.

2.6. Preservation and Access to Project Records. The Sponsor and the Artist shall be responsible for collecting and preserving all records, documents, files, invoices, digital media (i.e., email, text messages, photographs, etc.) and other written or digital material (collectively, the "Project Records") related to the Project and this Contract for 60 months from the date the City issues its Letter of Acceptance. The Sponsor and the Artist agree to allow the City to inspect all Project Records related to this Contract. The Sponsor's or Artist's failure to provide access to the Project Records when requested by the City may be deemed a breach of this Contract by the Sponsor and/or the Artist.

2.7. Subcontracts. The Sponsor and the Artist agree not to subcontract any part of this Contract to any other person or organization without the prior written consent of the City Manager of the City.

2.8. Reproduction of Mural. Notwithstanding any claim of ownership or copyright interest in the mural by either the Sponsor or the Artist, the Sponsor and the Artist hereby grant a permanent license to the City to reproduce or utilize photographs and images of the completed mural and the names of the Sponsor and the Artist in any form of publicity, marketing materials, publications, brochures, internet websites, social media or similar fora. The Sponsor and the Artist further agree the completed mural, being supported by public funds, is intended for the enjoyment and benefit of the public and that they shall not charge any fee for viewing or photographing the mural or restrict its visibility.

2.9. Ownership. By signing this contract, the Artist is waiving his/her right to ownership of the Project. A “work of visual art”, which is a painting, drawing, print, sculpture or still photograph must be signed by the artist.

2.10. Political Activity. The Sponsor and the Artist agrees not to use any of the funds received under this Contract for any political activity, including any activity to further the election or defeat of any candidate for public office or any activity undertaken to influence the passage, defeat or final content of legislation.

2.11. Obscenity. The Project shall not include any material that is obscene as defined by Section 43.21 of the Texas Penal Code.

2.12. Tourism Impact. The Sponsor and the Artist agree to notify the City of any scheduled activity, program or event related to the mural that could enhance or promote tourism.

2.13. Compliance with Laws. In executing the Project, the Sponsor and the Artist agree to comply with all applicable laws, ordinances, codes and regulations of the local, state and federal governments including those pertaining to equal employment opportunity and discrimination against participants.

2.14. Termination.

a. Termination for Cause. If the City Manager of the City determines that the Sponsor and the Artist are not executing their performance duties in accordance with this Contract, or that either has breached any provision of this Contract, the City Manager may provide notice in writing of the deficiency. The Sponsor and the Artist shall have 10 business days from the date of the City's written notice to correct the deficiency. If the deficiency is not appropriately corrected in the opinion of the City Manager of the City within the prescribed time, the City Manager may terminate this Contract by providing written notice of termination to the Sponsor and the Artist.

b. Remedies and Refund. If the Contract is terminated under this subsection (a) of this section, the City may pursue any remedy available at law or in equity against the Sponsor and the Artist, including an action to recover all sums paid by the City to the Sponsor and the Artist. Upon termination of this contract under subsection (a) of this section, the Sponsor and the Artist shall remit all funds allocated to it by the City within 30 days from the date of termination.

c. Termination for Convenience. Either party to this contract shall have the right to terminate this contract for convenience before work on the Project has begun or any funds of the City have been expended by providing written notification to the other party at least 30 days prior to the effective date of termination.

2.15. Independent Contractor. It is understood and agreed between the parties that the Sponsor and the Artist are independent contractors. The City assumes no liability or responsibility to the Sponsor or the Artist or any third parties in connection with this Contract or by virtue of the City's issuance of any permits or approval of any plans, specifications or improvements related to the activities under this Contract.

2.16. Joint and Several Liability. For purposes of this Contract, the Sponsor and the Artist shall be deemed to be a joint venture. Accordingly, with regard to the performance obligations of the Sponsor or the Artist, each is jointly responsible for the failure of the other to comply with the terms of this Contract. Thus, breach of this Contract by either the Sponsor or the Artist may be grounds for termination or pursuit of any other remedies available to the City against the Sponsor, the Artist, or both.

2.17. Indemnification. The Sponsor and the Artist shall indemnify, hold harmless and defend City, its employees, officials, and agents from and against any and all obligations, claims, suits, demands and liability or alleged

liability, including costs of suit, attorney's fees, damages, judgments, or settlements and related expenses arising in any manner from the activities under this contract.

2.18. Immunity; No Consent to Suit. Nothing herein shall constitute the City's waiver of its sovereign immunity nor be construed as the City's consent to suit.

**2.19. Assumption of Risk; General Release. The Sponsor and the Artist assume all risks associated with the Project, including but not limited to (i) property damage to the Sponsor's building, facility, structure, or other related improvements where the Project is to be installed, and (ii) bodily harm and injury to the Sponsor and/or the Artist, or their agents, employees, or associates, arising from or relating to the Sponsor's and/or the Artist's performance of the terms of this Contract and the Project. Furthermore, the Sponsor and the Artist expressly waive any claims against the City of Palestine for personal injury or property damage, and expressly release the City of Palestine from any and all liability for damages from any alleged personal injury or property damage arising out of the Sponsor's and/or the Artist's performance of his/her (their) obligations under the terms of this Contract.**

### III. MISCELLANEOUS.

3.1. Entire Agreement. This Contract contains the entire agreement between the parties. Any oral understandings or agreements in conflict with the written provisions of this contract shall be of no force or effect.

3.2. Amendments. Any amendments to the terms of this Contract must be made in writing and executed by all parties, subject to the approval by the Palestine City Council.

3.3. Authority. The Sponsor and the Artist each warrant that they possess the legal authority to enter into and perform this Contract.

3.4. Audit. The City may provide for or conduct an independent audit of the funds received under this contract at any time during the effective term of this contract and for twelve months after Project completion. The Sponsor and the Artist agree to maintain all records related to the activities funded by the City under this Contract for at least twelve months after Project completion.

3.5. Advertising. The Sponsor and the Artist agree to include the statement "Funding provided by the City of Palestine" with any advertising of the mural or the Project.

3.6. Applicable Law; Venue. This Contract shall be construed under the laws of the state of Texas. Venue for any disputes arising under this Contract shall be in the state courts in Anderson County, Texas, or, if in federal court, the United States District Court for the Eastern District of Texas, Austin Division.

3.7. Force Majeure. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond any of the parties' reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other parties prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term "force majeure" shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, order or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages, epidemic or pandemics. The excused party shall use reasonable efforts under the circumstances to avoid or remove

such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, for its employees, officers, agents, or affiliates.

3.8. Prohibition on Contracts with Companies Boycotting Israel. Pursuant to Chapter 2270 and 808, Texas Government Code, Sponsor and Artist certify they are not ineligible to receive the award of or payments under this Contract and acknowledge that the Agreement may be terminated and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

3.9. Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the City from contracting with entities that do business with Iran, Sudan, or a foreign terrorist organization. Sponsor and Artist each hereby certify that they are not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

EXECUTED to be effective (the "Effective Date") on \_\_\_\_\_, 2025.

**City of Palestine**

By: \_\_\_\_\_  
Teresa Herrera, City Manager  
City of Palestine  
504 N. Queen Street (notice address)  
Palestine, Texas 75801  
T: 903-731-8485 (notice telephone)

**Richard Farris, Jr. (Sponsor)**

By: \_\_\_\_\_  
Richard Farris, Jr.  
310 W Oak Street (notice address)  
Palestine, Texas 75801  
E: \_\_\_\_\_  
T: \_\_\_\_\_ (notice telephone)

**Deanna Frye (Artist)**

By: \_\_\_\_\_  
Deanna Frye  
Deanna Pickett Art, LLC  
392 ACR 422  
Palestine, TX 75803 (notice address)  
E: deannapfrye@yahoo.com  
T: 903-724-1671 (notice telephone)

## Exhibit A

The purpose of the project is to create an interactive mural to beautify our downtown/Main Street District. The mural must include the following features:

- Dogwood flowers or trees
- A swing or other interactive theme to encourage people to exit their vehicles and take a photograph with the mural.
- A colorful and/or geometric motif.
- Must include the hashtag #PalestineTX and the Visit Palestine logo
- The artist may include the artist's signature and social media handles

The majority of the subject matter should begin at a minimum height than 3 feet or greater. This mural will be located on a wall with parking spaces directly in front of it, and that should be considered in the design process. All negative space must be finished and included in the mural.



The Canvas measures approximately 850 square feet.

The process by which the artist must complete the project includes:

- Preparing the base of the canvas with primer or appropriate mural material (city will coordinate cleaning the canvas prior to project start.
- Complete design and painting of the mural
- Film the process and provide video of project from start to finish.
- Sealing the mural

The artist stipend for this wall is \$18,000.00. Artists should consider this in their design, materials, and time to be spent on the project. The artist will be responsible for obtaining **ALL** the materials necessary to complete the project. All murals must comply with the City of Palestine Code of Ordinances.

Proposed/Approved Concept



Mural will be located at:  
310 W. Oak St. (facing The Redlands Hotel parking lot)  
Palestine, TX 75801