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
April 14, 2025
Work Session at 4:45 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/82143184354?pwd=DYmBj5kzTwbEOhdSSZQkT5KGw2e2gv.1

Meeting ID: 821 4318 4354
Passcode: 865488

One tap mobile
+13462487799,,82143184354#,,,,*865488# US

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

Follow us live at: facebook.com/palestinetx

WORK SESSION

1. First reading of a resolution approving and authorizing a project of the Palestine Economic Development Corporation, a Type-B Economic Development Sales Tax Corporation, and those project-related expenditures in furtherance of the Palestine Economic Development Corporation's Economic Development Grant to Pearl Gymnastics, LLC. Christophe Trahan, EDC Director
2. Presentation on the Palestine Texas Mobile App. Andrew Sibai, Finance Director
3. Discussion regarding the proposed Budget Calendar for the Fiscal Year 2025-2026. Andrew Sibai, Finance Director

REGULAR MEETING

A. **CALL TO ORDER**

B. **INVOCATION AND PLEDGE OF ALLEGIANCE**

C. **PROPOSED CHANGES OF AGENDA ITEMS**

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

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

1. Medical Laboratory Professionals Week Proclamation. Mitchell Jordan, Mayor

E. **CONFLICT OF INTEREST DISCLOSURES**

F. **CITY MANAGER'S REPORT**

1. January and February 2025 Tourism Monthly Reports
2. February 2025 Financial Statement
3. March 2025 Development Services Monthly Report
4. March 2025 Fire Monthly Report
5. March 2025 Library Monthly Report
6. March 2025 Municipal Court Monthly Report
7. March 2025 Parks and Recreation/Facility Maintenance Monthly Report
8. March 2025 Public Works Monthly Report

G. **BOARD APPOINTMENTS**

1. Consider the appointment of Steven Bockel to vacant Place 6 with a term to expire on September 30, 2026, to the Historical Landmarks Commission. Mitchell Jordan, Mayor
2. Consider the appointment of Rogerick Gill to vacant Place 7 with a term to expire on September 30, 2026, to the Parks Advisory Board. Mitchell Jordan, Mayor
3. Consider the appointment of Johnathan Strange to Place 4, replacing Jennifer Thomason with a term to expire on September 30, 2026, to the Planning and Zoning Commission. Mitchell Jordan, Mayor
4. Consider the appointment of Adrianna OBannon to vacant Place 5 with a term to expire on September 30, 2026, to the Tourism Advisory Board. Mitchell Jordan, Mayor

H. **CONSENT AGENDA**

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

1. Consider approval of the minutes of the Regular Agenda of March 24, 2025. April Jackson, City Secretary
2. Consider approval of an ordinance amending the Code of Ordinances by amending Chapter 2, Administration, Division 2, Records Management. April Jackson, City Secretary
3. Consider authorizing the City Manager to execute an agreement with Gabriel Roeder Smith & Company for actuarial services to compute OPEB (Other Postemployment Benefits) and GASB (Governmental Accounting Standards Board) 75 Valuation Reports to comply with GASB reporting standards for the annual financial reports for fiscal years 2025 and 2026 for the City of Palestine. Andrew Sibai, Finance Director
4. Consider authorizing the City Manager to request sealed bids for new sewer taps on Ohio Street, from S. Sycamore Street west to Magnolia Street. Jason Shelton, Interim Public Works Director

5. Consider authorizing the City Manager to seek sealed bids for new waterline replacement on W. Oak Street between Tile Factory Road and W. Point Tap Road. Jason Shelton, Interim Public Works Director
6. Consider authorizing the City Manager to seek sealed bids for asphalt resurfacing on 38 streets in Districts 3 and 4. Jason Shelton, Interim Public Works Director
7. Consider authorizing the City Manager to accept an additional purchase of Sodium Bisulfite for De-Chlorination at the Wastewater Treatment Plant in an amount not to exceed $34,000.00. Jason Shelton, Interim Public Works Director
8. Consider executing a Letter of Support for the City of Palestine to apply to host the Museum on Main Street Exhibit. Cassie Ham, Tourism Marketing Manager

I. REGULAR AGENDA

1. Second reading and possible action regarding a resolution approving and authorizing a project of the Palestine Economic Development Corporation, a Type-B Economic Development Corporation, and those project-related expenditures in furtherance of the Palestine Economic Development Corporation's Economic Development Grant to Pearl Gymnastics Center, LLC. Christophe Trahan, EDC Director
2. Discussion and possible action regarding a proclamation declaring April 2025 as Fair Housing Month in Palestine, Texas. Teresa Herrera, City Manager
3. Discussion and possible action regarding the State of the City Address. Christopher Gibbs, Council Member

J. MAYOR'S REPORT

K. ITEMS FROM COUNCIL

L. CLOSED SESSION

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

1. Section 551.087 deliberation regarding Economic Development negotiations:
   a. Sanderson Farms
   b. Prospect #1070
2. Section 551.071: Consultation with attorney: pending or contemplated litigation or a settlement offer: legal advice on contract negotiations for trash services and Palestine YMCA Operations Agreement.
3. Section 551.074 personnel matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Palestine Police Department

M. RECONVENE IN REGULAR SESSION

1. Take any necessary action regarding Economic Development negotiations:
   a. Sanderson Farms
   b. Prospect #1070
2. Take any necessary action regarding contract negotiations for trash services and Palestine YMCA Operations Agreement.
3. Take any necessary action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Palestine Police Department.

N. ADJOURNMENT

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

I certify that the above Notice of Meeting was posted on the outdoor bulletin board at the main entrance to City Hall, 504 N. Queen Street, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Friday, April 11, 2025, at 4:45 p.m.**

April Jackson, City Secretary

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

Agenda Date:	April 14, 2025
To:	City Council
From:	Christophe Trahan, Economic Development Director
Agenda Item:	PEDC Economic Development Grant to Pearl Gymnastics Center
Date Submitted:	04/07/2025

SUMMARY:

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

RECOMMENDED ACTION:

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

CITY MANAGER APPROVAL:

Attachments

Resolution

Performance Agreement - Pearl Gymnastics Center LLC

RESOLUTION NO. R- -25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, APPROVING AND AUTHORIZING A PROJECT OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION (THE "PEDC"), A TYPE B ECONOMIC DEVELOPMENT SALES TAX CORPORATION, AND THOSE PROJECT-RELATED EXPENDITURES IN FURTHERANCE OF THE PEDC'S ECONOMIC DEVELOPMENT GRANT TO PEARL GYMNASTICS CENTER, LLC.

WHEREAS, on February 11, 2025, the PEDC declared its intent and desire to participate in a project offering an economic development grant to **Pearl Gymnastics Center, LLC ("the Company"),** to incentivize the Company to commence its business operations in the City of Palestine **(the "City")** by granting to the Company certain economic development incentives, those direct cash incentives consisting of the expenditure of sales tax funds, in exchange for the Company's creation of four (4) part-time jobs and a capital investment of approximately $420 thousand within the boundaries of the City of Palestine **(the "Project");** and

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

WHEREAS, furthermore, in accordance with Section 505.152 of the Local Government Code, that Project is to include land, buildings, equipment, facilities, and improvements found by the PEDC's Board of Directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements; and

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

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

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

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

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

SECTION 2. The Project, as that term has been defined herein and as it has been defined in Chapter 505 of the Local Government Code, directly incentivizes the economic development of the City through the development and diversification of the economy, the elimination of unemployment and underemployment, and the development and expansion of commerce within Texas.

SECTION 3. The City Council, pursuant to Article III, Section 9, of the "Amended and Restated By-Laws of the Palestine Economic Development Corporation" and in accordance with Sections 505.152 and 505.158 of the Local Government Code, authorizes the Project and those contemplated expenditures made in furtherance of such Project.

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

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

SECTION 6. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and, City Council declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

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

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK; SIGNATURES ARE ON THE FOLLOWING PAGE.]

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PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, on the 14th day of April, 2025.

_____
MITCHELL JORDAN,
MAYOR

ATTEST:

_____
APRIL JACKSON,
CITY SECRETARY

APPROVED AS TO FORM:

_____
REZZIN PULLUM,
CITY ATTORNEY

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ECONOMIC DEVELOPMENT PERFORMANCE INCENTIVE AGREEMENT MADE PURSUANT TO SECTION 501.158 OF THE TEXAS LOCAL GOVERNMENT CODE

This *Economic Development Performance Incentive Agreement Made Pursuant to Section 501.158 of the Texas Local Government Code* (the "Agreement") is made and entered into by and between the **Palestine Economic Development Corporation**, a Texas non-profit Type B economic development corporation **(the "PEDC")**, created and operated pursuant to the provisions of Chapters 501 and 505, Local Government Code, as amended, and **Pearl Gymnastics Center, LLC**, a Texas limited liability company duly registered to transact business in the state of Texas, with its principal offices located at 2364 Anderson County Road 404, Palestine, Texas 75803 **("Pearl Gymnastics")**. Collectively, the PEDC and Pearl Gymnastics may be referred to herein as the **"Parties"** and, each separately, as a **"Party."**

RECITALS

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

WHEREAS, pursuant to Section 501.158, Local Government Code, the PEDC may execute performance agreements with certain business enterprises to provide funding or to make expenditures of public funds on behalf of a business enterprise in furtherance of permissive economic development projects; and,

WHEREAS, with certain capital investments and job creation, Pearl Gymnastics desires and proposes to invest in the City by acquiring, constructing, operating, and maintaining a gymnastics studio within the City of Palestine, Anderson County, Texas at the Property, defined below, for six (6) years; and,

WHEREAS, on February 11, 2025, the PEDC passed and approved PEDC Resolution No. R-01-25, declaring its desire and intent to grant Pearl Gymnastics certain economic development incentives in exchange for Pearl Gymnastics' creation of four (4) part-time jobs and a capital investment of $420,000 within the City of Palestine, Anderson County, Texas **(the "Project");** and,

WHEREAS, the Parties entered into a *Non-Binding Letter of Intent*, approved by the PEDC's Board of Directors on February 11, 2025, attached hereto as ***Exhibit A*,** whereby the Parties negotiated and informally captured the intent and agreement of the Parties pertaining to the Project, which the Parties now intend to formally translate into this Agreement; and,

WHEREAS, the PEDC's Board of Directors has found that the expenditures proposed hereunder are an economic investment in the City and are required, suitable, and necessary to promote and

develop new and expanding business enterprise and to maintain a higher level of employment, economic activity, and stability; and,

WHEREAS, the PEDC's Board of Directors has determined that the financial incentives and expenditures proposed pursuant to this Agreement are consistent with and meet the definition of "project," as that term is defined in Sections 505.152, and 505.158, Local Government Code, and meet the definitions of "cost" as that term is defined in Section 501.152, Local Government Code; and,

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

AGREEMENT

ARTICLE 1
Project

1.01 **Project Property.** Pearl Gymnastics shall construct, maintain, and operate a gymnastics studio within the limits of the City, at 201 Salt Works Road, Palestine, Texas 75801, defined and depicted more specifically by metes and bounds in **Exhibit C** (the "**Property**").

1.02 **Project Purpose.** The land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements contemplated for and made a part of the Project are intended (i) to promote new or expanded business development in the City; and (ii) required or suitable for use for professional and amateur sports, including children's sports, and athletic purposes.

ARTICLE II
Authorization and Findings

2.01 **Recitals.** The foregoing Recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, representations, consideration, and promises that bind the Parties.

2.02 **Performance Agreement.** The PEDC and Pearl Gymnastics enter into this Agreement so that the PEDC may provide a direct incentive to Pearl Gymnastics under the Project. In accordance with Section 501.158, Local Government Code, this Agreement contains a schedule of additional jobs to be created or retained through the Project, a description of the capital investment to be made by Pearl Gymnastics as consideration for any direct incentives provided by the PEDC, and the terms under which repayment must be made if Pearl Gymnastics does not meet the performance requirements set forth in this Agreement.

2.03 **New or Expanded Business Development.** Pursuant to Section 505.158, Local Government Code, the PEDC declared this Project to include land, buildings, equipment,

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facilities, expenditures, targeted infrastructure, and improvements found by the PEDC to promote new or expanded business development under PEDC Resolution No. R-01-25.

2.04 **Recreational and Community Facilities.** Under Section 505.152, Local Government Code, the PEDC may participate in this Project. The Project consists of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that have been found by the PEDC's Board of Directors, through PEDC Resolution No. R-01-25. to be required or suitable for use for professional and amateur sports, including children's sports, and athletic facilities.

2.05 **Authority of Parties.** Each Party represents and warrants to the other Party that it has all requisite power and authority to execute, deliver, and to perform its obligations under this Agreement; and, upon execution of this Agreement, this Agreement will constitute valid and binding legal obligations of each party.

ARTICLE III
Definitions

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

(a) The **"Board,"** also known as the PEDC's **"Board of Directors,"** is the governing body of the PEDC, appointed by the City Council, to exercise all such powers of the PEDC and to do all lawful acts and things allowable and not otherwise prohibited by law, the City's Home Rule Charter or Code of Ordinances, or the PEDC's Articles of Incorporation, Certificate of Formation, or Bylaws, as those all may be amended from time-to-time.

(b) **"Capital Investment"** shall mean the Four Hundred Twenty Thousand Dollars and No Cents ($420,000.00) capital investment Pearl Gymnastics shall make in consideration of the economic development incentives provided by the PEDC pursuant to this Agreement. Such capital investment shall consist of approximately Three Hundred Forty-Five Thousand Dollars and No Cents ($345,000.00) in real estate property improvements and an investment of Seventy-Five Thousand Dollars and No Cents ($75,000.00) in personal property.

(c) **"Cash Incentive"** is that payment of Fifteen Thousand Dollars and No Cents ($15,000.00), that the PEDC shall pay directly to Pearl Gymnastics as a cash incentive payment in consideration for Pearl Gymnastics' representations, promises, and covenants in this Agreement, to assist with the installation costs of an HVAC system on the Property.

(d) The **"Cure Period"** is that period during which, upon receipt of written notice of default, the defaulting Party must correct and cure its failure to perform under this

Agreement. The Cure Period shall begin upon the date of written notice of the default. The Cure Period shall then last for a period of thirty (30) days thereafter.

(e) A **"Default"** is a material breach of this Agreement – that allows for the termination of this Agreement – that occurs if Pearl Gymnastics (i) fails to comply with any one or all of the terms of this Agreement or, (ii) if any representation by Pearl Gymnastics in this Agreement is found to be false or misleading in any respect.

(f) The **"Effective Date"** of this Agreement as used herein shall mean the date on which this Agreement is last executed by Pearl Gymnastics or the PEDC.

(g) An **"Event of Bankruptcy or Insolvency"** means the dissolution or termination of Pearl Gymnastics' existence as an ongoing business, insolvency, the appointment of a receiver for any of Pearl Gymnastics' property or inventory and such appointment is not terminated within ninety (90) days after such appointment is initially made.

(h) A **"PTE"** is a part-time employee, which means any individual who works at least sixteen (16) hours a week or, if applicable, eight hundred thirty-two (832) hours per year as a part-time worker for Pearl Gymnastics.

(i) **"Incentives"** are those exclusive economic development benefits received by Pearl Gymnastics, from the PEDC, as provided for in this Agreement, in consideration for the representations, promises, and covenants of Pearl Gymnastics.

(j) The **"Period of Performance"** is the period of time during which Pearl Gymnastics shall establish and maintain ongoing and uninterrupted business operations at the Properties for a period of at least six (6) years, beginning upon the Pearl Gymnastics' acquisition of a certificate of occupancy for the Property and in no case later than August 1, 2025.

(k) **"Project"** means certain economic development incentives, those being direct cash incentives consisting of the expenditure and rebate of sales tax funds, in exchange for Pearl Gymnastics' creation of four (4) part-time jobs, a capital investment of approximately $420,000 within the boundaries of the City of Palestine in Anderson County, Texas, and all other responsibilities of Pearl Gymnastics as contained in this Agreement, including those specifically appearing herein Article IV.

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

ARTICLE IV
Pearl Gymnastics' Obligations

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

(a) ***Purchase of the Property.*** Pearl Gymnastics agrees that it shall purchase, and closing shall occur on the Property, on or before July 31, 2025.

(b) ***Ongoing and Uninterrupted Business Operations.*** Pearl Gymnastics shall maintain ongoing and uninterrupted business operations at the Properties for a period of at least six (6) years, beginning upon the acquisition of a certificate of occupancy for the Property by Pearl Gymnastics for the gymnastics studio **(the "Period of Performance")**. Operations at the gymnastics studio shall begin no later than August 1, 2025.

(c) ***Capital Investment.*** Pearl Gymnastics shall make a capital investment of Four Hundred Twenty Thousand Dollars and No Cents ($420,000.00), with such capital investment consisting of Three Hundred Forty-Five Thousand Dollars and No Cents ($345,000.00) in real property improvements and an investment of Seventy-Five Thousand Dollars and No Cents ($75,000.00) in personal property **(Pearl Gymnastics "Capital Investment")**. At the PEDC's request, Pearl Gymnastics shall provide tax records which may include but is not limited to, tax returns, receipts, cancelled checks, and bank statements, evidencing that Pearl Gymnastics has expended not less than Three Hundred Forty-Five Thousand Dollars and No Cents ($345,000.00)in real estate property improvements and not less than Seventy-Five Thousand Dollars and No Cents ($75,000.00)in personal property improvements on or at the Property, with such improvements being in conformity with the City's Home Rule Charter and Code of Ordinances.

(d) ***Jobs to be Created.*** On or before August 1, 2028, Pearl Gymnastics shall employ at least four (4) Part-Time Employees **("PTEs")** with a gross annual payroll of approximately Seventy Two Thousand Eight Hundred Dollars and No Cents ($72,800.00) in accordance with the schedule below. On or before December 15 of each year of Project operations during the Period of Performance, Pearl Gymnastics shall provide verification of employment for each PTE employed by Pearl Gymnastics and engaged in Project operations during the immediately preceding year using the "Employment Verification Form" attached and incorporated hereto as ***Exhibit D*.**

(i) **Year One.** Within the first year of Project operations, Pearl Gymnastics shall employ a minimum of two (2) PTEs.

(ii) **Year Three.** In the third year of Project operations, Pearl Gymnastics shall employ a minimum of four (4) PTEs.

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(e) ***Annual Report.*** Each year for the first three (3) years of operations, Pearl Gymnastics shall conduct an annual financial review with the Trinity Valley Community College Small Business Development Center and submit to the PEDC an annual report summarizing said review signed by a Trinity Valley Community College Small Business Development Center representative.

(f) ***Business Plan and Review Letter*****.** Prior to requesting payment of the cash incentive, Pearl Gymnastics shall provide the PEDC with a business plan ("Business Plan") and a signed letter of review indicating the business plan was reviewed by a representative of the Trinity Valley Community College Small Business Development Center ("Review Letter").

ARTICLE V
Direct Incentives and Expenditures

5.01 **Cash Incentive.** The PEDC agrees, subject to the terms and conditions of this Agreement, to make one payment of **Fifteen Thousand Dollars and No Cents ($15,000.00)** to Pearl Gymnastics, with such payment acting to assist Pearl Gymnastics with the installation costs for an HVAC system on the Property. Pearl Gymnastics shall submit a written invoice to the PEDC requesting payment and provide documentation evidencing an executed contract between Pearl Gymnastics and the licensed and bonded contractor for the installation of the HVAC system. The PEDC shall tender payment within thirty (30) days after receipt of the Business Plan, Review Letter, the executed contract for installation of the HVAC system, and the written invoice. Pearl Gymnastics covenants and agrees that it is solely responsible for any costs, fees, and expenses for the installation of the HVAC system that exceed the maximum financial obligation of the PEDC, that amount being the Cash Incentive, and that it will not seek or make claim for additional reimbursement from the PEDC.

ARTICLE VI
Term

6.01 This Agreement shall be effective as of the Effective Date and shall terminate at the end of the six (6) year period following the acquisition of a certificate of occupancy for the Property by Pearl Gymnastics, if not terminated earlier as provided herein.

ARTICLE VII
Events of Default; Termination

7.01 **Declaration of Default.** During the period which this Agreement is effective, Pearl Gymnastics is in default if: (i) Pearl Gymnastics fails to comply with any of the terms of this Agreement; or, (ii) if any representation by Pearl Gymnastics in this Agreement is found to be false or misleading in any respect **("Default").**

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

7.03 **Termination.**

(a) ***Default.*** In the event Pearl Gymnastics defaults on or causes a default of this Agreement, this Agreement may then be terminated by the PEDC.

(b) ***Ad Valorem Taxes.*** In the event Pearl Gymnastics allows the *ad valorem* taxes on the Properties to become delinquent and fails to cure within the Cure Period, this Agreement may then be terminated by the PEDC.

(c) ***Discontinuation of Operations.*** In the event the Property is purchased and Pearl Gymnastics discontinues the operation of the gymnastics studio for any reason other than a force majeure event, as defined in this Agreement, for a period of more than one (1) year during the Period of Performance, then this Agreement shall terminate.

(d) ***Bankruptcy or Insolvency***. Pearl Gymnastics shall be deemed in default under this Agreement, which shall be deemed a breach hereunder, if LS Tractor experiences an Event of Bankruptcy or Insolvency. In any bankruptcy proceeding resulting from an Event of Bankruptcy or Insolvency, Pearl Gymnastics agrees to identify, on all bankruptcy schedules, the PEDC as a secured creditor of Pearl Gymnastics to the greatest extent allowed by law.

7.04 **Recapture.** If Pearl Gymnastics fails to meet any of its Performance Obligations as specified in this Agreement, then this Agreement shall terminate. Pearl Gymnastics has the obligation to and shall repay the PEDC the total amount of the Cash Incentive within thirty (30) days of Pearl Gymnastics' receipt of the PEDC's written notice of termination of this Agreement.

ARTICLE VIII
Indemnification

PEARL GYMNASTICS, IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE PEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH PEARL GYMNASTICS' PROPERTY, THE PREMISES, TENANT IMPROVEMENTS, OR ANY OTHER IMPROVEMENTS TO PEARL GYMNASTICS' PROPERTY. PEARL GYMNASTICS AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE

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PEDC, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEY'S FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF, LOSS OF USE OF, OR DAMAGE TO PROPERTY ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF THE PEDC, ITS OFFICERS, AGENTS, OR EMPLOYEES.

ARTICLE IX
Access to Information

9.01 Access to Information. Pearl Gymnastics agrees to allow the PEDC, upon request, access to information necessary to ensure compliance with this Agreement.

ARTICLE X
Miscellaneous Provisions

10.01 Mutual Assistance. Pearl Gymnastics and the PEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out those terms and provisions.

10.02 Representation and Warranties. Pearl Gymnastics represents and warrants to the PEDC that it has the requisite authority to enter into this Agreement. Pearl Gymnastics represents and warrants to the PEDC that it will not violate any Federal, State, or local laws in completing the Project and that all proposed improvements shall conform to all applicable building codes and all other applicable ordinances and regulations.

10.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

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

10.05 Entire Agreement. This Agreement and the Exhibits attached hereto embody the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party relative to the subject matter hereof, which are not expressly set forth herein.

DRAFT

10.06 Amendment. Except as otherwise provided in this Agreement, this Agreement shall be subject to changes, amendments, or modifications only in writing with the signatures and mutual consent of all Parties hereto.

10.07 Beneficiaries. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party. Nothing in this Agreement shall be construed to establish any third-party beneficiaries.

10.08 Force Majeure. In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term **"Force Majeure,"** as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, if any, and any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control or the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

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

If to the PEDC:	**Palestine Economic Development Corporation** *Attn: President* 100 Willow Creek Parkway, Ste. A Palestine, Texas 75801
With a copy to:	**Randle Law Office Ltd., L.L.P.** *Attn: Heather N. Cook* 820 Gessner Road

Suite 1570
Houston, Texas 77024

If to <u>Pearl Gymnastics</u>: **Pearl Gymnastics Center , LLC**
Attn: Fletcher Crimbring, Managing Member
2364 Anderson County Road 404
Palestine, TX 75803

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

10.11 Applicable Law. This Agreement and any amendment thereto shall be performable and enforceable in Anderson County, Texas, and shall be construed in accordance with the laws of the State of Texas. Nothing in this Agreement shall constitute a waiver by the PEDC of its governmental or sovereign immunity, to the extent applicable, nor shall the PEDC's enforcement of any legal right or assertion of any affirmative defense arising out of this Agreement constitute a waiver of the PEDC's governmental or sovereign immunity, to the extent applicable. Nothing in this Agreement shall be construed at the PEDC's express or implied consent to being sued, to the extent said consent is required by law.

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

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

10.14 No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a joint venture or any other joint partnership between the Parties.

[EXHIBIT INDEX]

<u>Exhibit A</u> **–** *<u>Non-Binding Letter of Intent</u>*
<u>Exhibit B</u> **–** Legal Description of the Property
<u>Exhibit C</u> **–** Employment Verification Form
<u>Exhibit D</u> **–** *<u>Additional Declarations and Acknowledgments</u>*

DRAFT

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

PEDC:

PALESTINE ECONOMIC DEVELOPMENT CORPORATION

By: _____
DAN BOCHSLER, President

Date of Execution by the PALESTINE ECONOMIC DEVELOPMENT CORPORATION:
_____ , 2025

ATTEST:

By: _____
Charles Drane, *PEDC Secretary*

STATE OF TEXAS §
§
ANDERSON COUNTY §

This instrument was acknowledged before me on the _____ day of _____ 2025, by **Dan Bochsler, *President,* Palestine Economic Development Corporation,** on behalf of said municipal corporation.

_____
NOTARY PUBLIC, State of Texas

PEARL GYMNASTICS:

PEARL GYMNASTICS CENTER, LLC

By: _____
Fletcher Crimbring, Managing Member

DRAFT

Date of Execution by PEARL GYMNASTICS CENTER, LLC:
_____ , 2025

STATE OF TEXAS	**§**
	§
ANDERSON COUNTY	**§**

This instrument was acknowledged before me on the _____ day of _____ 2025, by **Fletcher Crimbring,** ***Managing Member*****, Pearl Gymnastics Center, LLC,** on behalf of said business entity.

_____
NOTARY PUBLIC, State of Texas

DRAFT

Agenda Date:	April 14, 2025
To:	City Council
From:	Andrew Sibai, Finance Director
Agenda Item:	Palestine TX Mobile App
Date Submitted:	04/09/2025

SUMMARY:

The Palestine Texas Mobile App is now available for download on the iOS App Store and Google Play.

Attached is a presentation outlining the various uses of this app.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

Mobile App Presentation

Palestine TX Mobile App

April 14, 2025

New App!!

- Search “Palestine Texas Mobile” to download the App on the Apple App Store or Google Play

What for?

This App can be used to:

- Pay Utility Bills and Court Fines
- View City Calendar Events
- City Charter
- City Council and Department director contact info
- Department Narratives
- Sign up for Smart 911
- And.....

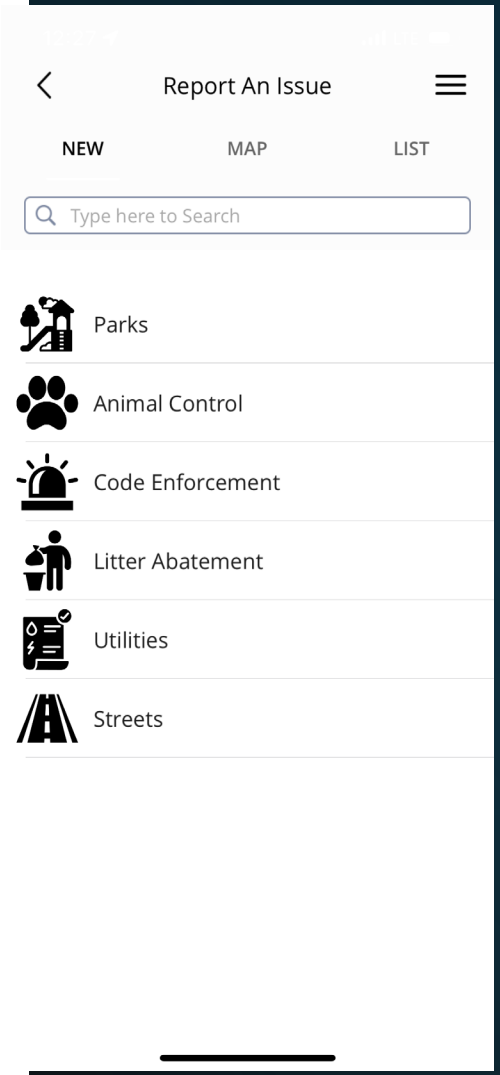
Report an Issue

- This offers citizens an easy way to report issues they notice around the City
- Helps us be more efficient
- Allows a simple way to track issues

New

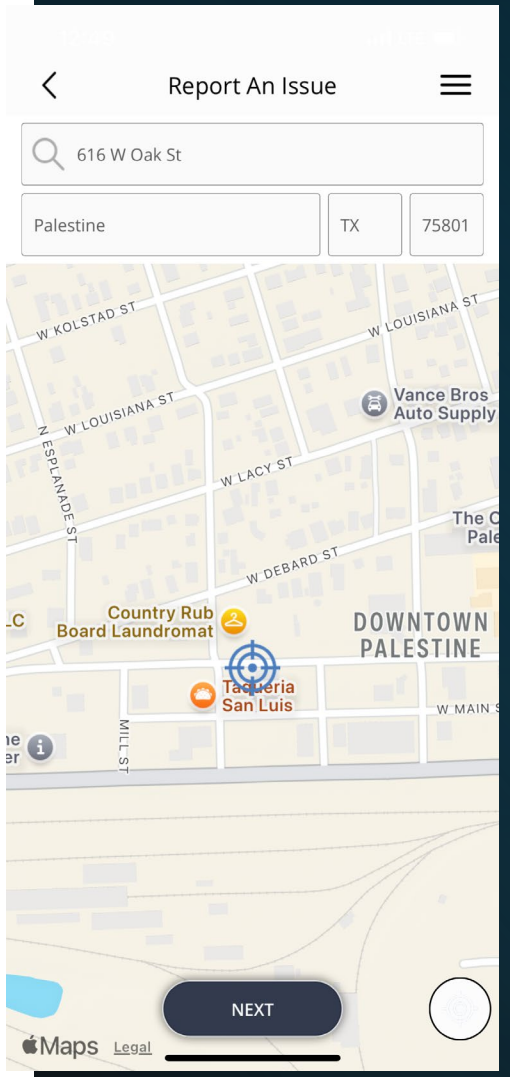
- Choose a department,

- Potholes – Streets
- Tree down over the road – Streets
- Park Graffiti- Parks
- Loose Dog- Animal Control
- Illegal Dumping – Litter Abatement



Map

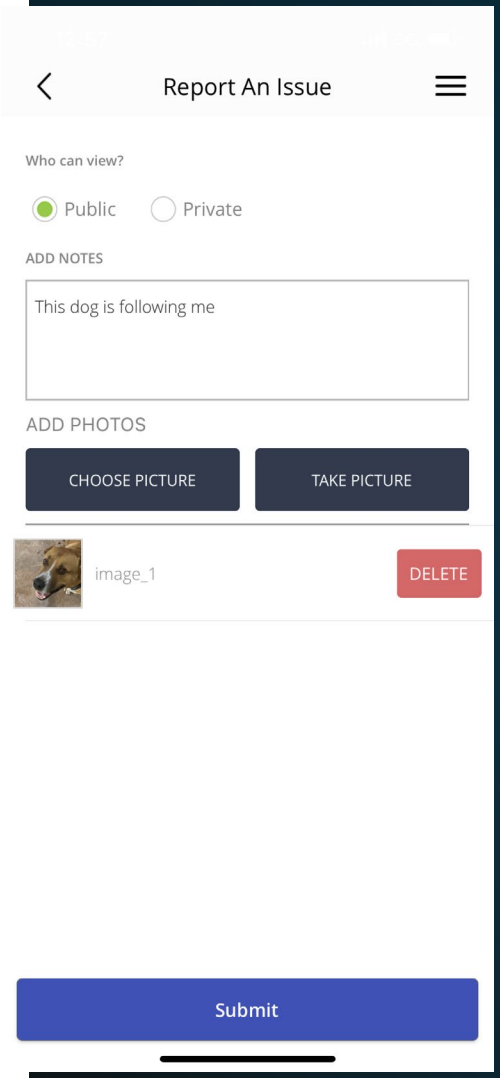
- Show us where the problem is
  - Move the little dot on the screen to where the issue is
  - Type in an address to move the dot



Add a Picture

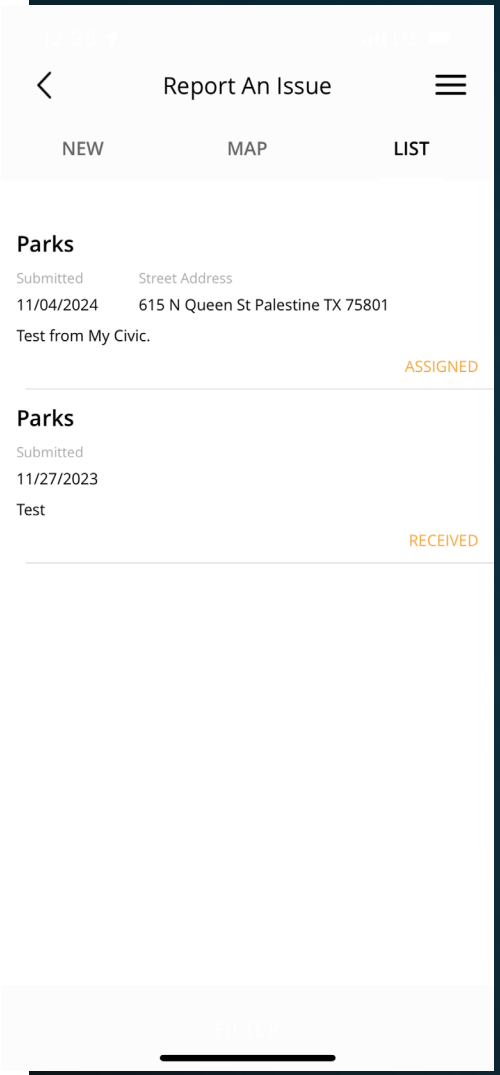
- Easy way to help us identify the problem, add a picture

- Option to keep your issue private or make it public



List

- This is where you can track issues you have reported
- Status updates in real time
- Emails are also sent when you establish the report or there is an update



Any Questions?

Thank you for your time feel free to contact me later with questions

asibai@palestine-tx.org

(903) 731-8439

Agenda Date:	April 14, 2025
To:	City Council
From:	April Jackson, City Secretary
Agenda Item:	Fiscal Year 2025-2026 Proposed Budget Calendar
Date Submitted:	04/10/2025

SUMMARY:

This agenda item is intended to address the proposed Budget Calendar for the Fiscal Year 2025-2026, as well as to establish budget priorities for that fiscal year and for subsequent periods.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

FY 2025-2026 Proposed Budget Calendar

FISCAL YEAR 2025-2026 BUDGET CALENDAR

Date	Activity
April 4, 2025	Budget Kickoff, Department's Budget
May 2, 2025	Budget Entry Complete (First Draft)
May 13-23, 2025	Departmental Budget Review with City Manager
June 9, 2025	Budget Work Session
July 14, 2025	Budget Work Session
	Set dates for Public Hearings on the Proposed Budget and Tax Rate
July 25, 2025	Chief Appraiser delivers Certified Estimate of Taxable Value
July 28, 2025	Budget Work Session
	No-New-Revenue and Voter-Approval Tax Rates Submitted to the City Council (by August 11)
	Tax Rate Record Vote (sets tax rate ceiling)
August 4, 2025	Budget Town Hall Meeting
August 5, 2025	Budget Town Hall Meeting
August 8, 2025	Last day to file Proposed Budget with City Secretary
	Publish Public Hearing Notice for Proposed Budget (18-point font)
	Post the Proposed Budget on the City's website
	Publish Public Hearing Notice for Proposed Tax Rate (18-point font)
	Post the Notice Prominently on the home page of the City's website from the date the Notice is first published until the Public Hearing is concluded
August 11, 2025	Budget Work Session
	No-New-Revenue and Voter-Approval Tax Rates are submitted to City Council (by August 11th)
	Tax Rate Record Vote (sets tax rate ceiling)
	Post the calculated No-New-Revenue and Voter-Approval Tax Rates, along with Certain Debt Information, on the home page of the City's website (by August 11th)
August 12, 2025	Budget Work Session
September 1-8, 2025	Continuous Internet and T.V. Notice of Tax Rate Public Hearing, if applicable, and if the Proposed Tax Rate will exceed the No-New-Revenue Tax Rate
September 8, 2025	Public Hearing on the Proposed Budget and Proposed Tax Rate
	Ratification of Property Tax Revenue Increase
	Tax Rate Adoption
	Final Budget Adoption

Agenda Date:	April 14, 2025
To:	City Council
From:	Cassie Ham, Tourism Marketing Manager
Agenda Item:	Tourism Manager's Report January/February 2025
Date Submitted:	04/09/2025

SUMMARY:

Review the Tourism Manager's report for the months of January and February 2025.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

Tourism Report Jan-Feb 2025

Contact: Cassie Ham
City of Palestine
Phone: (903) 723-3014
Direct: (903) 723-3053

825 W. Spring St.
Palestine, TX 75801
tourism@palestine-tx.org

TOURISM REPORT – JANUARY 2025

Hotel Occupancy Income Tax Collected/STR Reporting

	January 2025	January 2024	+/- to Last Year	Year-to-Date	Running 12-Months
Occupancy	52.1%	56.4	-12.4%	-12.4%	+6.9%
Average Daily Rate (ADR)	$98.01	$90.45	+10.9%	+10.9%	+6.3%
Revenue Per Avail. Room (RevPAR)	$43.97	$45.23	-2.8%	-2.8%	+13.7%
Revenue	$1,151,802	$1,149,911	-2.8%	-2.8%	+13.7%

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

Accomplishments, Activities & Successes

- **Began process to receive Tourism Friendly designation from Travel Texas/Office of the Governor**
- **Hotel use definitions and Specific Use requirements passed Planning and Zoning Commission**
- **Held 1st quarter Hotel & Attraction meeting for 2025 at Hampton Inn & Suites**

Marketing:

- Developed a work plan to update the Visit Palestine website.
- Conducted a site-walk to review locations of all remaining wayfinding signage.
- Attended North East Texas Tourism Council meeting and strategic planning session

Main Street

- Transitioned to phases 3 & 4 of the Downtown Revitalization Project
- Began work on Tennessee Avenue
- Fundraising began for Farmers Market Pavilion
- Submitted 2024 Annual Report for reaccreditation

Visitor Center:

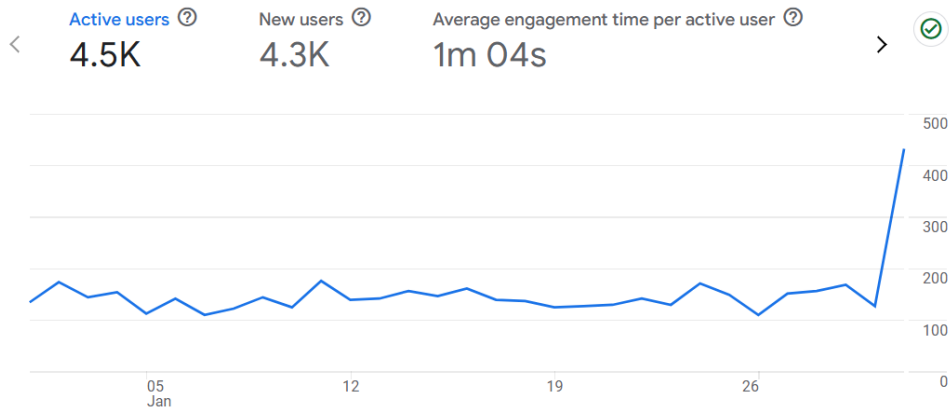
- At least 125 contacts in the Visitor Center during the month of January 2025. Our top day for visitors in the month of January 2025 was Tuesday.
- Reset visitor center opening hours and decorations.
- Replenished stock of Visitor Information, and removed outdated materials.

Website Analytics

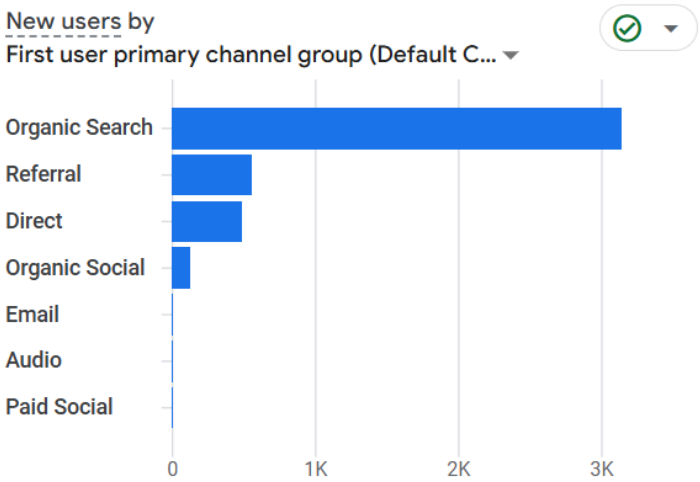
- Website traffic was down month over month due to entering slower tourism season after the holidays.

- We did not run any digital ads during the month of January 2025.
- All traffic was either organic, or referrals from other organic pages/content.
- We had a spike in traffic near the end of the month because of the launch of our Dogwood Trails Celebration information for 2025. Goal for improvement in 2026: Launch by mid-December.

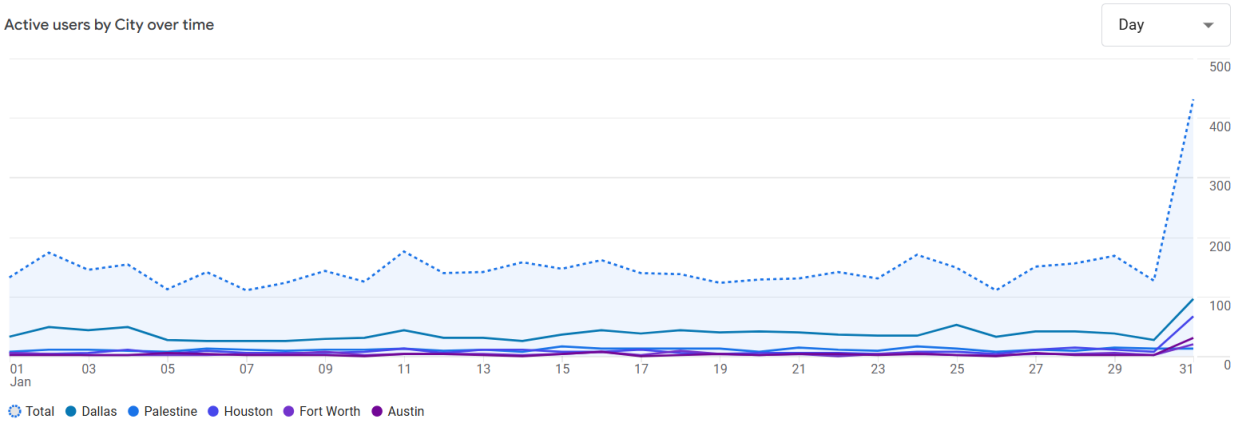
Active Users all sources:



Top referral sources:



Users by City (top markets):



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	City	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event count All events
	Total	4,468 100% of total	4,332 100% of total	3,258 100% of total	60.13% Avg 0%	0.73 Avg 0%	1m 04s Avg 0%	34,087 100% of total
1	Dallas	1,152 (25.78%)	1,088 (25.12%)	832 (25.54%)	61.27%	0.72	50s	8,153 (23.92%)
2	(not set)	288 (6.45%)	268 (6.19%)	191 (5.86%)	59.32%	0.66	49s	1,969 (5.78%)
3	Palestine	285 (6.38%)	247 (5.7%)	302 (9.27%)	61.89%	1.06	4m 12s	3,579 (10.5%)
4	Houston	277 (6.2%)	267 (6.16%)	158 (4.85%)	52.15%	0.57	51s	1,954 (5.73%)
5	Fort Worth	116 (2.6%)	107 (2.47%)	83 (2.55%)	58.45%	0.72	44s	834 (2.45%)
6	Austin	93 (2.08%)	91 (2.1%)	59 (1.81%)	56.73%	0.63	46s	535 (1.57%)

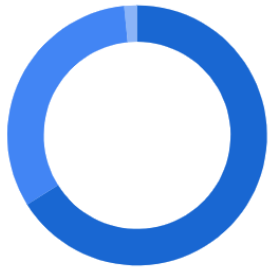
Top Pages:

Views by Page title and screen class

PAGE TITLE AND SCREEN ...	VIEWS
Visit Palestine	2.5K
Palestine, TX Events Calendar	541
TEXAS STATE RAILROAD	463
87th Texas Dogwood Trails ...	416
Davey Dogwood Park	326
Wiggy Thump Festival	174
Fairy Garden Trail	169

Device Type:

Active users by Device category



MOBILE	DESKTOP	TABLET
66.1%	32.3%	1.6%

Social Media Reporting:

Visit Palestine, TX Social Media Report

Facebook

Month of 01/01/2025 - 01/31/2025

TOP PERFORMING POST						
01/22/2025 - One Thing/Palestine	Reach: 4,307	Views: 8,985	Interactions: 211	Reactions: 34	Comments: 174	Shares: 2

		Percentages
REACH		
Total Reach	14,580	46.90%
Reach Breakdown		
Followers	5,786	5.60%
Non-Followers	8,950	60.10%
Organic	14,580	23.40%
Ads	0	100.00%
VIEWS		
Total Views	57,716	45.20%
Followers	59%	22.90%
Non-Followers	41%	21.20%
Organic	100%	11.10%
Ads	0%	100.00%
FOLLOWERS (as of 2/19/2025)		
Total Follows	21,734	
Follows	96	84.60%
Un-Follows	53	3.60%
Net Follows	43	1.5k%

DEMOGRAPHIC			
Women		Men	
18-24	0.90%	18-24	0.40%
25-34	7.80%	25-34	2.80%
35-44	17.10%	35-44	4.20%
45-54	17.60%	45-54	4.00%
55-64	17.40%	55-64	3.30%
65+	**20.20%**	**65+**	**4.30%**

TOP CITIES	Percentage of Audience
Palestine	10.60%
Houston	3.90%
Arlington	2.70%
Elkhart	2.00%
San Antonio	2.00%

Visit Palestine, TX Social Media Report

Instagram

01/01/2025 - 01/31/2025

TOP PERFORMING POST					
01/01/2025 - 2025 Mark Your Calendars	Reach: 634	Views: 762	Interactions: 29	Reactions: 21	Comments: 0

		Percentages
REACH		
Total Reach	1,615	31.10%
Reach Breakdown		
Organic	1,615	30.00%
Ads	0	100.00%
VIEWS		
Total Views	7,022	33.60%
Organic	100%	0
Ads	0%	0
FOLLOWERS (as of 2/19/2025)		
Total Follows	8,095	
Follows	16	23.10%
Un-Follows	57	6.60%
Net Follows	-41	

DEMOGRAPHIC			
Women		Men	
18-24	2.50%	18-24	1.50%
25-34	15.40%	25-34	5.90%
35-44	**26.30%**	**35-44**	**8.30%**
45-54	17.30%	45-54	5.70%
55-64	8.20%	55-64	2.80%
65+	4.70%	65+	1.40%

TOP CITIES	Percentage of Audience
Palestine	12.40%
Houston	5.30%
San Antonio	4.60%
Austin	2.80%
Tyler	2.40%
Dallas	2.10%

Contact: Cassie Ham
City of Palestine
Phone: (903) 723-3014
Direct: (903) 723-3053

825 W. Spring St.
Palestine, TX 75801
tourism@palestine-tx.org

TOURISM REPORT – FEBRUARY 2025

Hotel Occupancy Income Tax Collected/STR Reporting

	February 2025	February 2024	+/- to Last Year	Year-to-Date	Running 12-Months
Occupancy	53.1%	60.3	-11.9%	-12.1%	+4.6%
Average Daily Rate (ADR)	$92.45	$82.52	+13.1%	+12.0%	+7.2%
Revenue Per Avail. Room (RevPAR)	$50.47	$50.64	-0.3%	-1.6%	+12.1%
Revenue	$1,027,312	$1,030,906	-0.3%	-1.6%	+21.5%

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

Accomplishments, Activities & Successes

- **Submitted annual report to the Texas Comptroller of Public Accounts**
- **Began strategic planning process for 2026-2030 with community stakeholders**

Marketing:

- Participated in the CTE Career Day at Palestine High School.
- Submitted advertisements for multiple publications.
- Renewed contract with GoBus for 2025 Season
- Interviewed with Tumbleweed Smith

Main Street

- Fundraising for Farmers Market Pavilion associated with Community Development Grant for Dogwood Arts Council
- Began construction at Farmers Market Pavilion
- Dogwood Festival planning
- Began Imagine the Possibilities tour planning

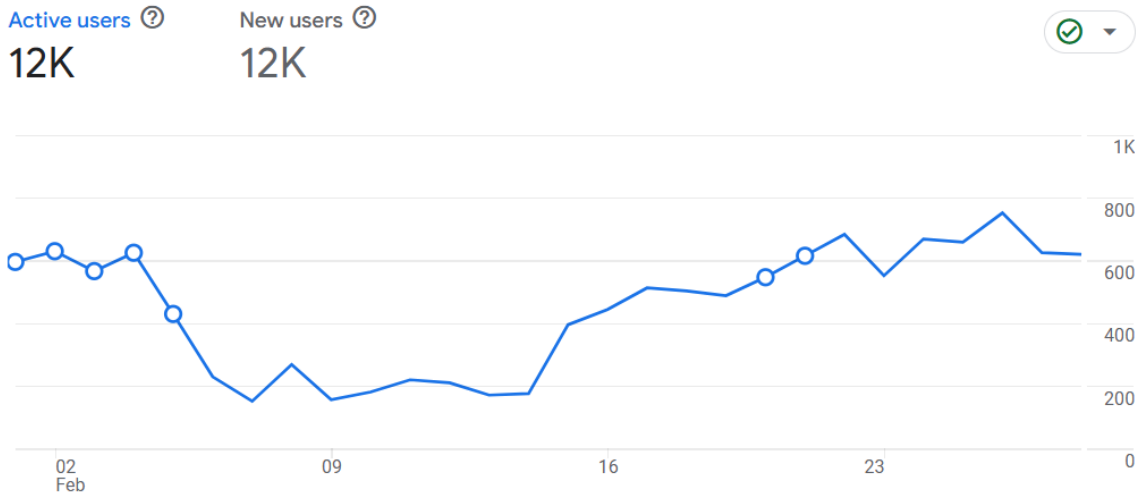
Visitor Center:

- At least 166 contacts in the Visitor Center. The day with the most visitors was Friday.
- Updated the permanent hours of the Visitor Center to include opening hours on Saturday, beginning March 2025.

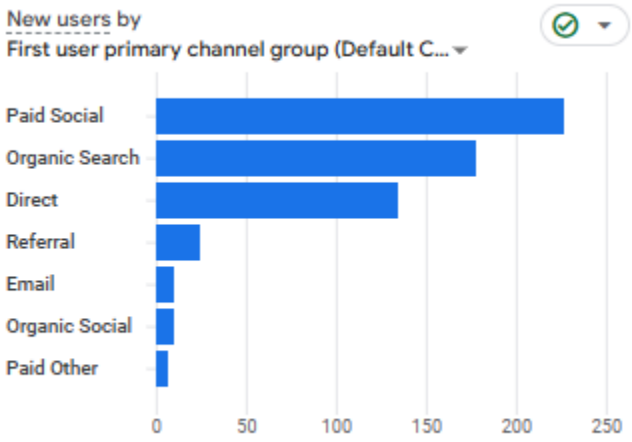
Website Analytics

- **Website traffic is up in the month of February.**
- **Paid social media advertising through AJR and Travel: Taste & Tour**
-

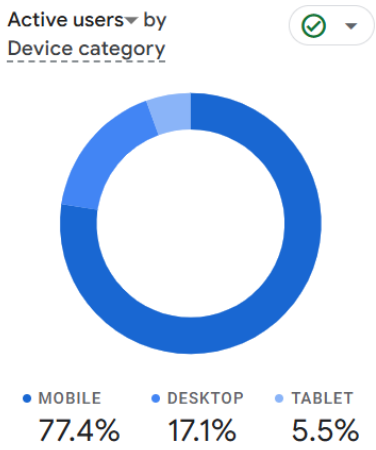
Active Users all sources:



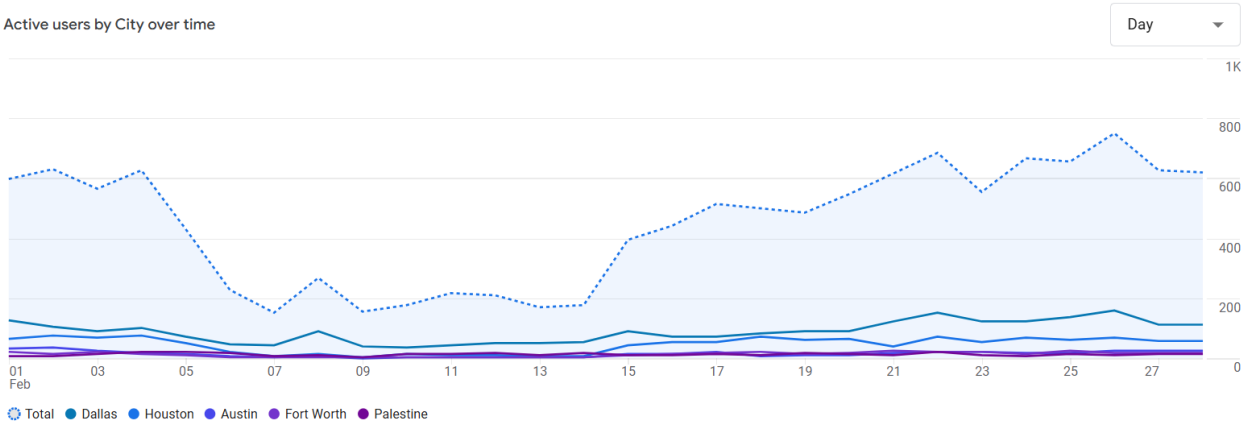
Top referral sources:



Device Type:



Users by City (top markets):



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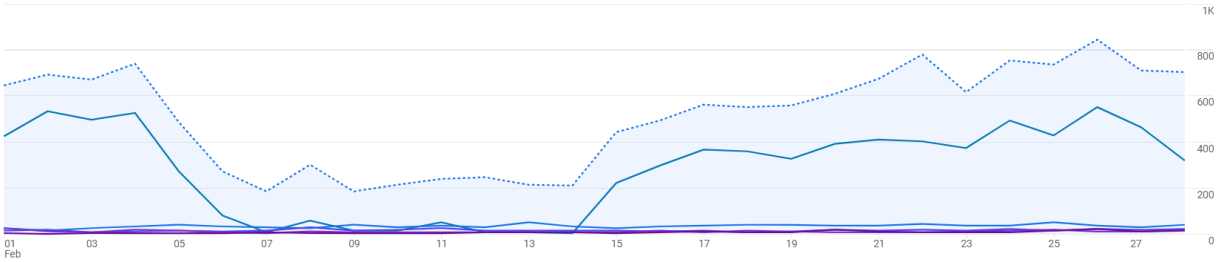
		City	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event count All events
		Total	12,488 100% of total	12,090 100% of total	6,278 100% of total	44.29% Avg 0%	0.50 Avg 0%	43s Avg 0%	75,418 100% of total
1		Dallas	2,457 (19.67%)	2,338 (19.34%)	1,470 (23.42%)	51.34%	0.60	46s	15,789 (20.94%)
2		Houston	1,252 (10.03%)	1,227 (10.15%)	541 (8.62%)	37.7%	0.43	36s	6,875 (9.12%)
3		Austin	404 (3.24%)	389 (3.22%)	166 (2.64%)	36.17%	0.41	32s	2,139 (2.84%)
4		(not set)	393 (3.15%)	382 (3.16%)	177 (2.82%)	41.36%	0.45	38s	2,126 (2.82%)
5		Fort Worth	372 (2.98%)	357 (2.95%)	160 (2.55%)	38.55%	0.43	28s	2,035 (2.7%)
6		Palestine	307 (2.46%)	264 (2.18%)	313 (4.99%)	63.62%	1.02	2m 11s	3,459 (4.59%)

Top Pages:

Sessions by Landing page over time

Day



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		Landing page	Sessions	Active users	New users	Average engagement time per session	Key events All events	Total revenue	Session key event rate All events
		Total	14,174 100% of total	12,488 100% of total	12,090 100% of total	38s Avg 0%	15.00 100% of total	$177.80 100% of total	0.11% Avg 0%
☑	1	/dogwood	7,801 (55.04%)	7,130 (57.09%)	7,057 (58.37%)	24s	9.00 (60%)	$111.76 (62.86%)	0.12%
☑	2	/	958 (6.76%)	855 (6.85%)	808 (6.68%)	1m 22s	3.00 (20%)	$30.48 (17.14%)	0.31%
☑	3	/business/texas-state-railroad	435 (3.07%)	399 (3.2%)	388 (3.21%)	1m 01s	0.00 (0%)	$0.00 (0%)	0%
	4	(not set)	348 (2.46%)	251 (2.01%)	0 (0%)	24s	0.00 (0%)	$0.00 (0%)	0%
☑	5	/business/davey-dogwood-park	313 (2.21%)	262 (2.1%)	241 (1.99%)	1m 04s	0.00 (0%)	$0.00 (0%)	0%
☑	6	/p/things-to-do/festivals--parades/dogwood	207 (1.46%)	148 (1.19%)	137 (1.13%)	1m 39s	0.00 (0%)	$0.00 (0%)	0%

Social Media Reporting:

Visit Palestine, TX Social Media Report

Facebook

Month of 02/01/2025 - 02/28/2025

TOP PERFORMING POST						
02/18/2025 - Pronto's Gyros & Pizza	Reach: 12,700	Views:20,041	Interactions: 145	Reactions: 107	Comments: 28	Shares: 7

		Percentages
REACH		
Total Reach	145,513	1000.00%
Reach Breakdown		
Followers	5,915	4.70%
Non-Followers	139,444	1800.00%
Organic	24,305	90.30%
Ads	122,058	100.00%
VIEWS		
Total Views	262,992	453.60%
Followers	11%	82.50%
Non-Followers	89%	140.50%
Organic	27%	-73.00%
Ads	73%	100.00%
FOLLOWERS (as of 2/28/2025)		
Total Follows	21,785	
Follows	155	176.80%
Un-Follows	50	10.70%
Net Follows	105	100.00%

DEMOGRAPHIC			
Women		Men	
18-24	0.90%	18-24	0.40%
25-34	7.80%	25-34	2.80%
35-44	17.00%	35-44	4.20%
45-54	17.60%	45-54	3.90%
55-64	17.40%	55-64	3.30%
65+	**20.40%**	**65+**	**4.30%**

TOP CITIES	Percentage of Audience
Palestine	13.60%
Houston	3.60%
Elkhart	2.20%
San Antonio	2.00%
Tyler	1.80%

Visit Palestine, TX Social Media Report

Instagram

02/01/2025 - 02/28/2025

TOP PERFORMING POST					
2/18/25 - Pronto's Gyros & Pizza	Reach: 943	Views: 744	Engagement: 35	Likes: 33	Shares: 2
		Percentages		Comments: 1	Saves: 1

REACH		
Total Reach	1,865	36.30%
Reach Breakdown		
Organic	1,648	20.50%
Ads	244	100.00%
VIEWS		
Total Views	7,165	29.10%
Organic	95%	-5%
Ads	5%	100%
FOLLOWERS (as of 2/19/2025)		
Total Follows	8,094	
Follows	54	38.60%
Un-Follows	58	13.40%
Net Follows	-4	

DEMOGRAPHIC			
Women		Men	
18-24	2.50%	18-24	1.50%
25-34	15.40%	25-34	5.70%
35-44	**26.30%**	**35-44**	**8.30%**
45-54	17.40%	45-54	5.70%
55-64	8.30%	55-64	2.80%
65+	4.70%	65+	1.40%

TOP CITIES	Percentage of Audience
Palestine	12.40%
Houston	5.60%
San Antonio	4.70%
Tyler	2.40%
Dallas	2.10%
Austin	2.10%

Agenda Date:	April 14, 2025
To:	City Council
From:	Andrew Sibai, Finance Director
Agenda Item:	February 2025 Financial Statement
Date Submitted:	04/07/2025

SUMMARY:

February 2025 Financial Statement

RECOMMENDED ACTION:

No action required.

CITY MANAGER APPROVAL:

Attachments

Feb 2025 Financial Report

City of Palestine, Texas

Financial Statement

As of February 28, 2025

OVERVIEW

February 28th, 2025 marks the end of the fifth period of the FY 2025 budget year.
Therefore, the year-to-date budget percentage for budgetary comparison is 41.67%.

As of February 28th, 2025, General & Utility Fund combined revenues are $17,789,138.
This is higher than budgeted expectations at 56% of the annual budgeted amount.
FY 2025 revenues are increased $.95 million or 6% more than FY 2024.
This is due to a modest increase along all major revenue sources between FY 2024 and FY 2025.

91.1% of Annual Projection

Property Taxes

46.2% of Annual Projection

Sales Taxes

35.1% of Annual Projection

Water Sales

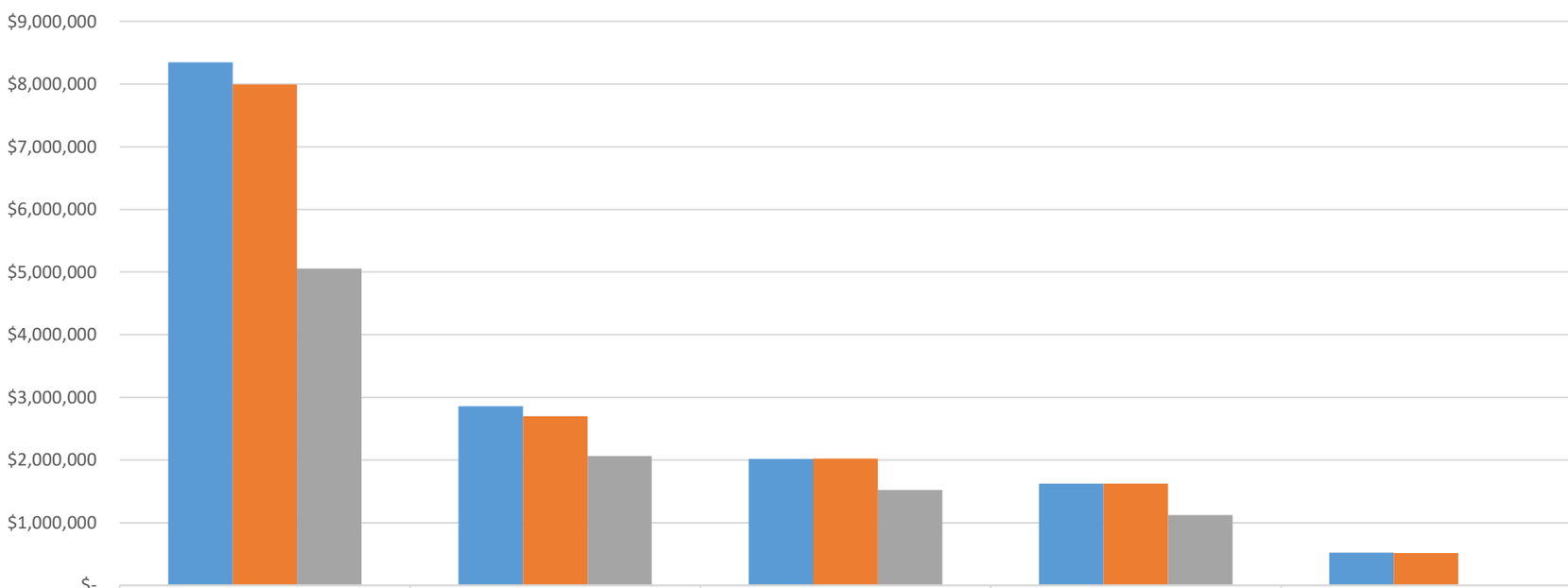
35.6% of Annual Projection

Sanitary Sewer Charges

49.1% of Annual Projection

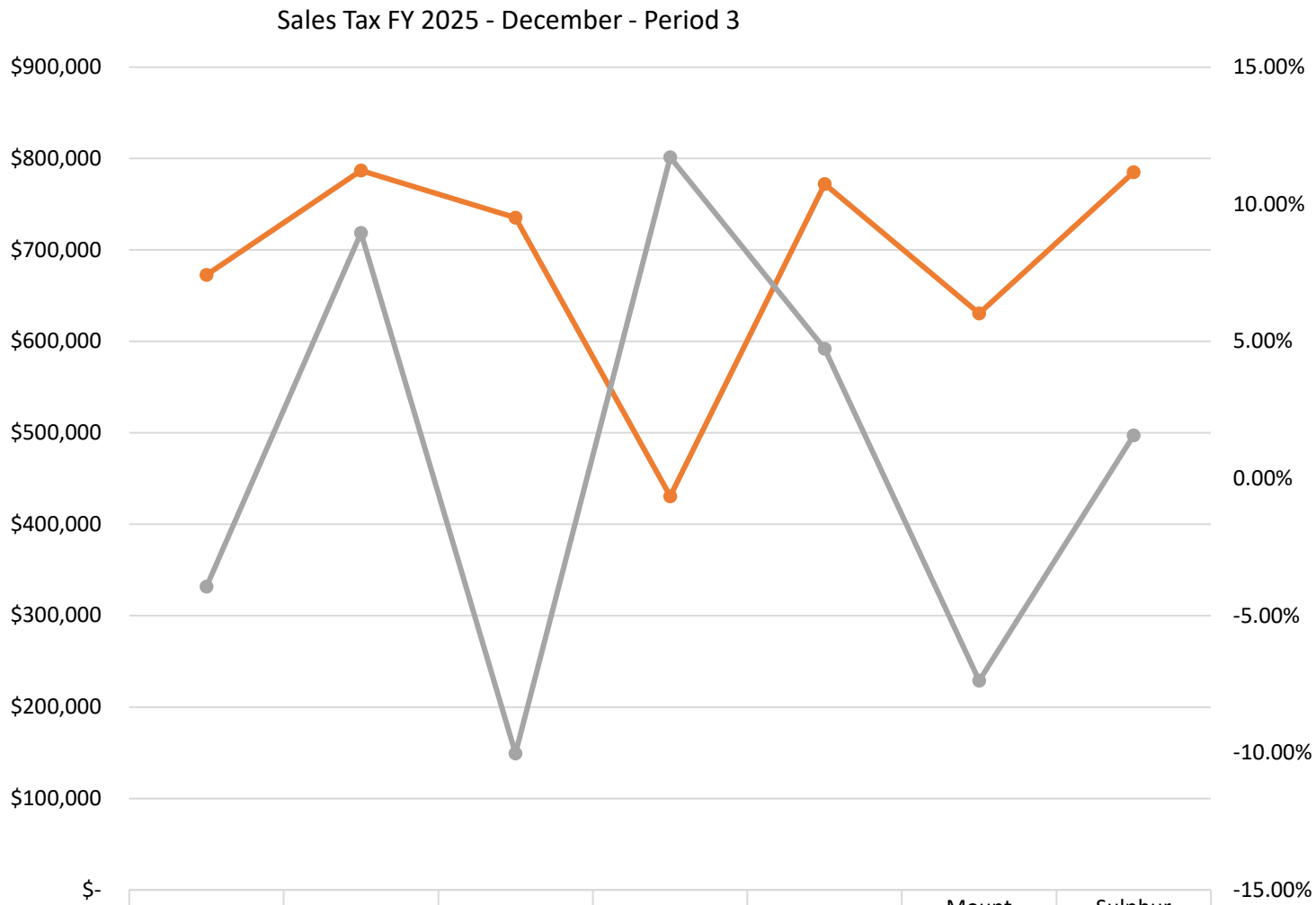
Franchise Taxes

Top 5 Revenue Sources- Comparison to Prior Fiscal Years



	Property Taxes	Sales Taxes	Water Sales	Sanitary Sewer Charges	Franchise Tax
FY 2025	$8,345,035	$2,858,166	$2,018,114	$1,620,473	$523,818
FY 2024	$7,993,258	$2,698,235	$2,021,154	$1,624,155	$516,075
FY 2023	$5,053,673	$2,065,718	$1,522,470	$1,122,112	$3,919

City of Palestine
Financial Statement
As of February 28, 2025



	Palestine	Athens	Henderson	Jacksonville	Kilgore	Mount Pleasant	Sulphur Springs
$ Sales Tax Received January 2025	672,718.49	786,891.06	735,301.19	430,641.61	772,084.82	630,740.57	785,116.86
% Inc(+) Dec(-) from prior year	-3.94%	8.95%	-10.02%	11.71%	4.73%	-7.37%	1.57%

City of Palestine
Financial Statement
As of February 28, 2025

Sales Tax History: Fiscal Years 2023 - 2025

FY 2023

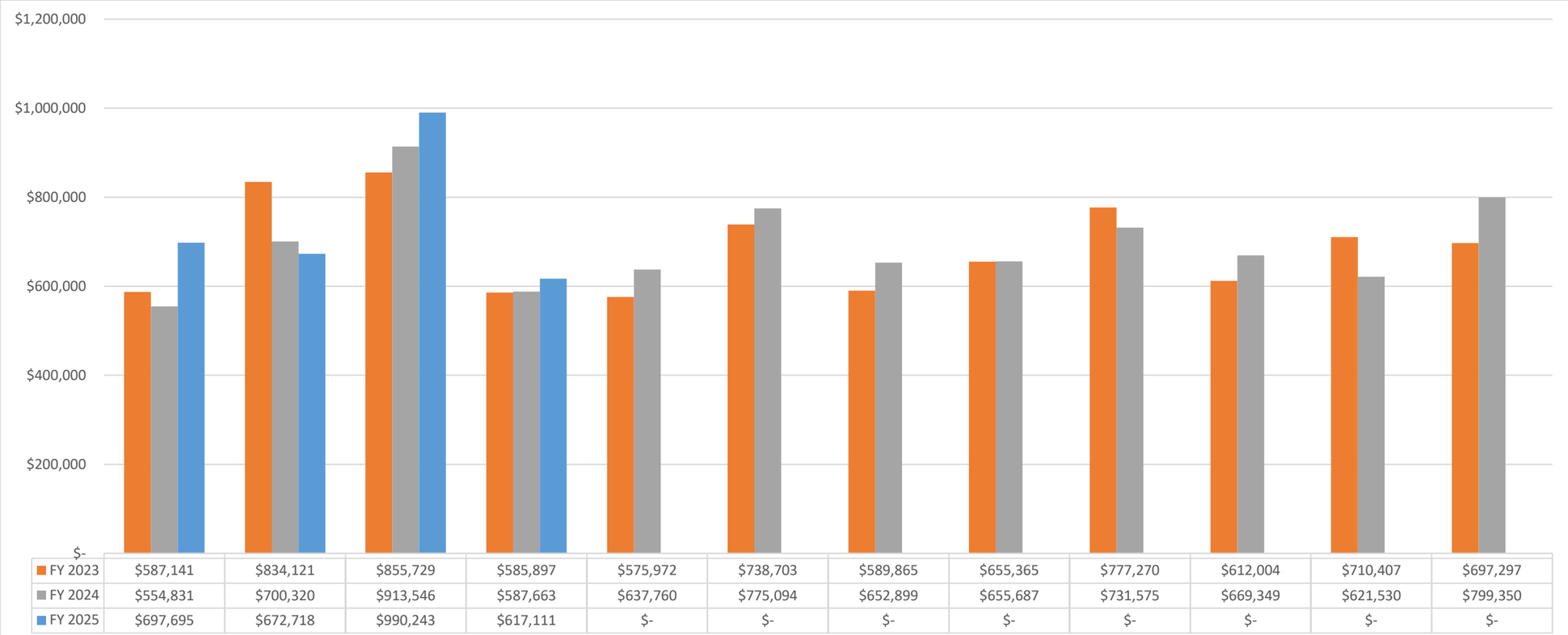
	CITY 83.33%	PEDC 16.67%	TOTAL 100.00%	CUMULATIVE TOTAL
October	$ 489,264	$ 97,876	$ 587,141	$ 587,141
November	695,073	139,048	$ 834,121	1,421,262
December	713,079	142,650	$ 855,729	2,276,991
January	488,228	97,669	$ 585,897	2,862,888
February	479,957	96,014	$ 575,972	3,438,860
March	615,561	123,142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

FY 2024

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

FY 2025

	CITY 83.33%	PEDC 16.67%	TOTAL 100.00%	CUMULATIVE TOTAL
October	$ 581,389	$ 116,306	$ 697,695	$ 697,695
November	560,576	112,142	$ 672,718	1,370,413
December	825,169	165,073	$ 990,243	2,360,656
January	514,238	102,872	$ 617,111	2,977,767
February	-	-	$ -	2,977,767
March	-	-	$ -	2,977,767
April	-	-	$ -	2,977,767
May	-	-	$ -	2,977,767
June	-	-	$ -	2,977,767
July	-	-	$ -	2,977,767
August	-	-	$ -	2,977,767
September	-	-	$ -	2,977,767
	$ 2,481,373	$ 496,394	$ 2,977,767	



City of Palestine, Texas
Financial Statement
As of February 28, 2025

GENERAL FUND REVENUES

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

	February 2025				Year-To-Date				Annual			Prior Year		
	Signal	Actual	Projected	%	Signal	Actual	Projected	%	Actual	Projected	%	Actual	Projected	%
Property Taxes		$ 2,584,811	$ 763,419	338.6%		$ 8,345,035	$ 3,817,095	218.6%	$ 8,345,035	$ 9,161,027	91.1%	$ 7,993,258	$ 7,969,028	100.3%
Sales Tax		746,790	515,169	145.0%		2,858,166	$ 2,575,844	111.0%	2,858,166	6,182,026	46.2%	2,698,235	5,455,077	49.5%
Franchise Tax		184,437	88,917	207.4%		523,818	$ 444,583	117.8%	523,818	1,067,000	49.1%	516,075	1,055,713	48.9%
Permits Licenses & Fees		32,738	22,459	145.8%		243,297	$ 112,294	216.7%	243,297	269,505	90.3%	179,597	104,534	171.8%
Fines & Warrants		49,249	27,946	176.2%		138,046	$ 139,731	98.8%	138,046	335,355	41.2%	138,782	355,460	39.0%
Lease / Rental Revenue		2,434	2,288	106.4%		13,914	$ 11,442	121.6%	13,914	27,460	50.7%	13,513	27,460	49.2%
Charges for Services		45,252	33,032	137.0%		161,371	$ 165,159	97.7%	161,371	396,382	40.7%	24,794	40,400	61.4%
Intergovernmental Revenue		1,046	9,043	11.6%		83,652	$ 45,217	185.0%	83,652	108,520	77.1%	77,431	2,271,622	3.4%
Other Income		62,063	35,925	172.8%		287,297	$ 179,625	159.9%	287,297	431,100	66.6%	262,058	148,152	176.9%
Interfund Activity		224,173	224,173	100.0%		1,120,864	$ 1,120,865	100.0%	1,120,864	2,690,075	41.7%	1,021,590	2,483,757	41.1%
Total Revenues		$ 3,932,993	$ 1,722,371	228.3%		$ 13,775,461	$ 8,611,854	160.0%	$ 13,775,461	$ 20,668,450	66.6%	$ 12,925,332	$ 19,911,203	64.9%

YEAR-TO-DATE OVERVIEW
February 28, 2025 marks the end of the third period of the fiscal year. General Fund revenue of $13,775,461 is around $5,163,606 more than projected and increased 6.58% over last fiscal year mostly due to more permits issued from construction activity and higher property and sales tax .

PROPERTY TAXES
Tax collection of $8,345,035 is around $4.53 million more than projected and increased around $351,777 compared to last year or 4.4% over last fiscal year.

SALES TAX
Through February 28, 2025, $2,858,166 of sales tax revenue has been received. Receipts are around $282,322 more than projected and are increased about $159,931 from last fiscal year.

FRANCHISE TAX
Year-to-date Franchise Taxes total $523,818. Receipts are $79,235 less than projected. Collections are $7,743 more than the previous fiscal year.

PERMITS LICENSES & FEES
Revenue of $243,297 is about $131,003 more than the year-to-date projection and is increased around $63,700 over February 2024 year-to-date receipts.

FINES & WARRANTS
Revenue of $138,046 is $1,685 less than the year-to-date projection. Collections are decreased around $736 from the prior year.

LEASE & RENTAL REVENUE
Through February 28, 2025, $13,914 of lease & rental revenue has been earned. This amount is about $2,472 more than the year-to-date projection and is about $401 more than last fiscal year.

CHARGES FOR SERVICES
Charges for services revenue year-to-date is $161,371 which is about -$3,788 less than year-to-date projections. Collections are increased approximately $136,577 over last fiscal year.

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

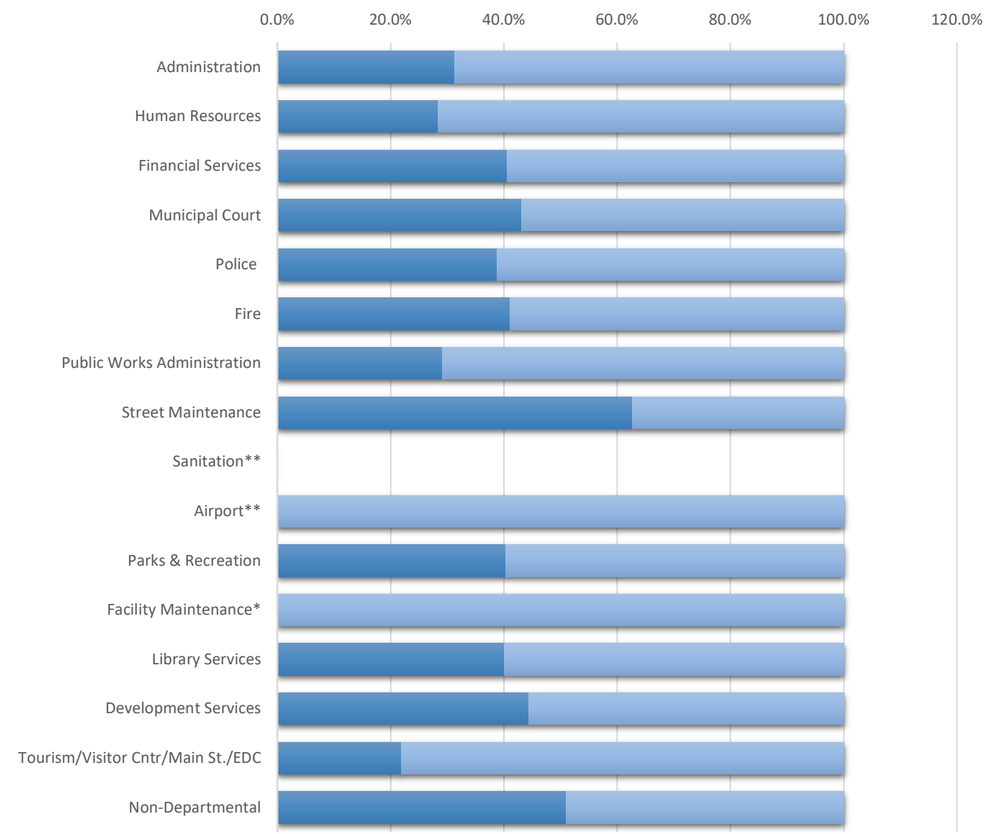
OTHER INCOME
As of February 28, $287,297 of other income was received. This revenue includes Interest and other miscellaneous one-off revenue that is not received consistently.

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

City of Palestine, Texas
Financial Statement
As of February 28, 2025

GENERAL FUND EXPENDITURES

	February 2025			February 2024		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Administration	231,820	$ 739,304	31.4%	227,783	$ 709,031	32.1%
Human Resources	96,304	338,604	28.4%	103,867	325,311	31.9%
Financial Services	299,150	736,726	40.6%	290,998	641,173	45.4%
Municipal Court	153,477	355,823	43.1%	140,324	355,172	39.5%
Police	2,880,116	7,417,938	38.8%	2,586,822	6,570,756	39.4%
Fire	1,857,532	4,521,745	41.1%	1,651,681	4,064,180	40.6%
Public Works Administration	157,975	542,957	29.1%	177,874	557,034	31.9%
Street Maintenance	1,173,388	1,870,107	62.7%	1,741,024	3,808,731	45.7%
Sanitation**	-	-	0.0%	-	-	0.0%
Airport**	-	-	0.0%	-	-	0.0%
Parks & Recreation	604,502	1,500,180	40.3%	588,217	1,624,443	36.2%
Facility Maintenance*	-	-	0.0%	-	-	0.0%
Library Services	277,222	691,982	40.1%	268,272	683,536	39.2%
Development Services	288,261	649,405	44.4%	158,161	569,035	27.8%
Tourism/Visitor Cntr/Main St./EDC	3,901	17,775	21.9%	3,590	15,500	23.2%
Non-Departmental	906,161	1,777,304	51.0%	815,777	1,671,884	48.8%
Total Expenditures	$ 8,929,810	$ 21,159,850	42.2%	$ 8,754,391	$ 21,595,786	40.5%



OVERVIEW

February 28, 2025, marks the fifth period of the FY 2025 budget year. The year-to-date budget percentage for budgetary comparison is therefore 41.33%. Year to date expenditures total $8,929,810 or 42.2% of the budget and are therefore at budgetary expectations. FY 2025 expenditures are increased around $.18M or 2%, over FY 2024.

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

City of Palestine, Texas
Financial Statement
As of February 28, 2025

UTILITY FUND REVENUES

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

	February 2025				Year-To-Date				Annual			Prior Year		
	Signal	Actual	Projected	%	Signal	Actual	Projected	%	Actual	Projected	%	Actual	Projected	%
Charges for Services		$ 818,835	$ 902,058	90.8%		$ 3,892,370	$ 3,608,232	107.9%	$ 3,892,370	$ 10,824,697	36.0%	$ 3,832,779	$ 9,125,000	42.0%
Intergovernmental Revenue		-	4,167	0.0%		43,679	$ 16,667	262.1%	43,679	50,000	87.4%	-	15,068,197	0.0%
Other Income		10,535	7,500	140.5%		77,628	$ 30,000	258.8%	77,628	90,000	86.3%	82,709	60,000	137.8%
Interfund Activity		-	-	0.0%		-	$ -	0.0%	-	-	0.0%	-	-	0.0%
Total Revenues		$ 829,370	$ 913,725	90.8%		$ 4,013,677	$ 3,654,899	109.8%	$ 4,013,677	$ 10,964,697	36.6%	$ 3,915,488	$ 24,253,197	16.1%

YEAR-TO-DATE OVERVIEW

Total Utility Fund operational revenue of $4,013,677 ended January about -$358,778 less than the year-to-date projection and revenue was increased about $98,189 from the same period prior fiscal year.

WATER AND SEWER CHARGES

Revenue totaling $3,892,370 was approx -$284,138 less than the year-to-date projection.

INTERGOVERNMENTAL REVENUE

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

OTHER INCOME

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

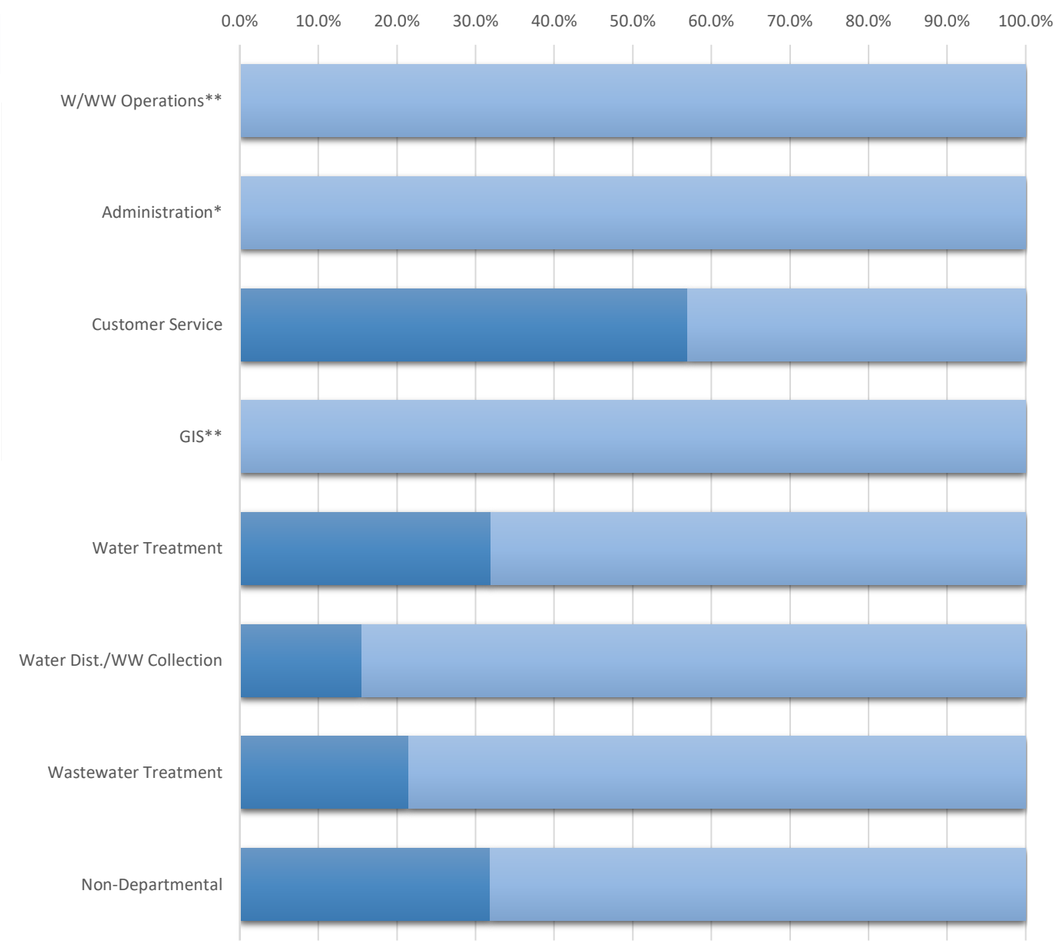
INTERFUND ACTIVITY

There has been no interfund activity this year to date.

City of Palestine, Texas
Financial Statement
As of February 28, 2025

UTILITY FUND EXPENDITURES

	February 2025			February 2024		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
W/WW Operations**	-	$ -	0.0%	$ 8,881		0.0%
Administration*	-	-	0.0%	$ -	-	0.0%
Customer Service	390,285	684,515	57.0%	$ 329,371	678,547	48.5%
GIS**	-	-	0.0%	$ -	-	0.0%
Water Treatment	1,063,606	3,330,140	31.9%	$ 671,687	3,481,663	19.3%
Water Dist./WW Collection	1,991,333	12,854,515	15.5%	$ 1,445,262	13,796,350	10.5%
Wastewater Treatment	874,652	4,079,554	21.4%	$ 818,173	2,385,603	34.3%
Non-Departmental	1,098,412	3,445,564	31.9%	$ 2,044,551	3,351,236	61.0%
Total Expenditures	$ 5,418,289	$ 24,394,288	22.2%	$ 5,317,926	$ 23,693,399	22.4%



OVERVIEW
February 28, 2025 marks the fifth period of the FY 2025 budget year. The year-to-date budget percentage for budgetary comparison is therefore 41.33%. Year to date expenditures total $5,418,289 or 22.2% of the budget and are therefore under budgetary expectations. FY 2025 expenditures decreased approximately $100,363, or about 1.89%, more than FY 2024. This is due to differences in project completion and invoicing.

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

City of Palestine, Texas
Financial Statement
As of February 28, 2025

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010 -GENERAL FUND- DETAIL								
REVENUE								
PROPERTY TAXES								
010-41001	AD VALOREM TAXES - CURRENT	8,991,027	2,557,435	8,191,822	91.1%	799,205	7,922,455	269,366
010-41002	PROPERTY TAX DELINQUENT	80,000	13,460	108,006	135.0%	(28,006)	43,178	64,828
010-41003	PROPERTY TAX PENALTY	90,000	13,916	45,208	50.2%	44,792	27,625	17,583
	***** REVENUE CATEGORY TOTALS *****	**9,161,027**	**2,584,811**	**8,345,035**	**91.1%**	**815,992**	**7,993,258**	**351,777**
SALES TAX								
010-41010	CITY SALES TAX	5,490,255	660,162	2,521,025	45.9%	2,969,230	2,384,267	136,758
010-41011	MIXED BEVERAGE TAX	38,170	4,108	22,013	57.7%	16,157	15,934	6,079
010-41012	CITY SALES TAX - PROP TAX REDU	653,601	82,520	315,128	48.2%	338,473	298,033	17,095
	***** REVENUE CATEGORY TOTALS *****	**6,182,026**	**746,790**	**2,858,166**	**46.2%**	**3,323,861**	**2,698,235**	**159,931**
FRANCHISE TAX								
010-41101	FRANCHISE - ELECTRICAL	825,000	179,317	420,290	50.9%	404,710	450,252	(29,962)
010-41102	FRANCHISE - GAS	200,000	-	88,737	44.4%	111,263	55,323	33,414
010-41103	FRANCHISE - TELEPHONE	27,000	5,120	10,451	38.7%	16,549	4,961	5,490
010-41104	FRANCHISE - CABLE TV	15,000	-	4,340	28.9%	10,660	5,539	(1,199)
	***** REVENUE CATEGORY TOTALS *****	**1,067,000**	**184,437**	**523,818**	**49.1%**	**543,182**	**516,075**	**7,743**
PERMITS LICENSES AND FEES								
010-41301	BUILDING PERMIT FEES	150,000	14,068	124,459	83.0%	25,541	55,762	68,697
010-41302	ELECTRICAL PERMIT FEES	13,000	966	11,613	89.3%	1,387	8,562	3,051
010-41303	PLUMBING PERMIT FEES	10,000	7,445	19,287	192.9%	(9,287)	6,191	13,096
010-41304	HEALTH PERMITS	55,000	4,800	54,300	98.7%	700	38,350	15,950
010-41305	ALARM PERMITS	5,000	280	5,300	106.0%	(300)	4,955	345
010-41306	MECHANICAL PERMITS	5,250	210	1,050	20.0%	4,200	1,415	(365)
010-41307	FIRE OPERATION PERMITS	205	-	915	446.5%	(710)	330	585
010-41310	OTHER PERMITS	500	-	300	60.0%	200	600	(300)
010-41311	MERCHANT PERMITS	550	475	5,790	1052.8%	(5,240)	465	5,325
010-41312	BEVERAGE PERMITS	7,000	-	7,670	109.6%	(670)	7,405	265
010-41313	ZONING AND PLAT FEES	8,000	150	1,020	12.8%	6,980	45,732	(44,712)
010-41315	CONTRACTOR LICENSE	10,000	1,500	6,125	61.3%	3,875	6,375	(250)
010-41317	RIGHT OF WAY FEES (ROW)	5,000	2,845	5,467	109.3%	(467)	3,456	2,012
	***** REVENUE CATEGORY TOTALS *****	**269,505**	**32,738**	**243,297**	**90.3%**	**26,208**	**179,597**	**63,700**
FINES AND WARRANTS								
010-41401	MUNICIPAL COURT FINES	330,000	42,629	129,869	39.4%	200,131	136,373	(6,504)
010-41403	LIBRARY FINES	5,000	249	1,402	28.0%	3,598	1,927	(524)
010-41404	WARRANT SERVICE FEES	120	35	117	97.4%	3	35	82
010-41405	JFCI JUDICIAL FEE - CITY	35	3	11	31.2%	24	13	(2)
010-41406	MUNICIPAL JURY FUND	200	19	70	35.1%	130	75	(4)
010-41411	LIEN REVENUE	-	6,314	6,577	0.0%	(6,577)	360	6,217
010-41413	ALARM FINES	-	-	-	0.0%	-	-	-
	***** REVENUE CATEGORY TOTALS *****	**335,355**	**49,249**	**138,046**	**41.2%**	**197,309**	**138,782**	**(736)**
LEASE/RENTAL REVENUE								
010-41605	OTHER RENTS & LEASES	700	-	120	17.1%	580	120	-
010-41608	FARMERS MARKET RENTS	-	-	400	0.0%	(400)	-	400
010-41611	CELL TOWER RENTAL	26,760	2,434	13,394	50.1%	13,366	13,393	1
	***** REVENUE CATEGORY TOTALS *****	**27,460**	**2,434**	**13,914**	**50.7%**	**13,546**	**13,513**	**401**
CHARGES FOR SERVICE								
010-41706	SALE OF EQUIPMENT	358,182	41,849	144,307	40.3%	213,875	17,952	126,354

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010-41712	OPEN RECORD FEE	3,000	78	2,098	69.9%	903	780	1,318
010-41713	RECREATION FEE	4,000	960	2,430	60.8%	1,570	1,330	1,100
010-41715	SANITATION COLLECTION CHARGES	-	-	-	0.0%	-	-	-
010-41720	FIRING RANGE FEE	-	-	-	0.0%	-	-	-
010-41723	SALES TAX DISCOUNT	-	-	-	0.0%	-	-	-
010-41726	POOL PASS FEES	1,200	-	-	0.0%	1,200	-	-
010-41730	RETIREE INSURANCE	30,000	2,359	11,793	39.3%	18,207	3,643	8,150
010-41734	ATHLETIC FEES	-	-	-	0.0%	-	-	-
010-41735	MAIN STREET REVENUE	-	7	744	0.0%	(744)	1,089	(345)
	***** REVENUE CATEGORY TOTALS *****	**396,382**	**45,252**	**161,371**	**40.7%**	**235,011**	**24,794**	**136,577**
INTERGOVERNMENTAL REVENUE								
010-41804	STATE & FEDERAL GRANTS	27,000	1,046	7,132	26.4%	19,868	2,431	4,702
010-41805	EMERGENCY MANAGEMENT REIMB	-	-	-	0.0%	-	-	-
010-41806	COUNTY - LIBRARY	75,000	-	75,000	100.0%	-	75,000	-
010-41808	TSRA ACCOUNTING SERVICE FEE	1,520	-	1,520	100.0%	-	-	1,520
010-41811	PEDC GRANT	-	-	-	0.0%	-	-	-
010-41812	LIBRARY GRANTS	5,000	-	-	0.0%	5,000	-	-
	***** REVENUE CATEGORY TOTALS *****	**108,520**	**1,046**	**83,652**	**77.1%**	**24,868**	**77,431**	**6,222**
OTHER INCOME								
010-41901	INTEREST REVENUE	400,000	45,474	200,251	50.1%	199,749	240,288	(40,038)
010-41902	INSURANCE RECOVERIES	10,000	3,669	45,259	452.6%	(35,259)	12,521	32,738
010-41907	FIRE SUPPRESSION REVENUE	-	-	-	0.0%	-	-	-
010-41910	FIRE RECOVERY REVENUE	-	-	-	0.0%	-	333	(333)
010-41912	DONATIONS	10,000	140	19,911	199.1%	(9,911)	4,118	15,793
010-41913	LIBRARY LOST/DAMAGED BOOKS	1,000	65	291	29.1%	709	344	(53)
010-41916	LOT CLEANUP REIMBURSEMENT	-	-	-	0.0%	-	-	-
010-41918	LIBRARY REVENUE	5,100	156	1,474	28.9%	3,626	1,937	(463)
010-41919	AIRPORT FUEL SALES	-	-	-	0.0%	-	-	-
010-41922	REBATE REVENUE	-	-	190	0.0%	(190)	129	61
010-41927	TAX SALE EXCESS PROCEEDS	-	12,610	12,610	0.0%	(12,610)	-	12,610
010-41923	EMS FUEL SALES	-	-	-	0.0%	-	-	-
010-41924	MISC REVENUE	1,000	49	7,406	740.6%	(6,406)	1,447	5,959
010-41926	SCRAP METAL RECOVERY	4,000	-	-	0.0%	4,000	942	(942)
010-41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
010-41940	CASH OVER/SHORT	-	(100)	(94)	0.0%	94	(2)	(93)
	***** REVENUE CATEGORY TOTALS *****	**431,100**	**62,063**	**287,297**	**66.6%**	**143,803**	**262,058**	**25,239**
INTERFUND ACTIVITY								
010-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
010-49150	TRANSFER FROM OCCUPANCY TAX	31,371	2,614	13,071	41.7%	18,300	13,071	-
010-49215	TRANSFER FROM PEDC	31,371	2,614	13,071	41.7%	18,300	13,071	-
010-49561	TRANSFER FROM UNEMP FUND	-	-	-	0.0%	-	-	-
010-49610	TRSF FROM UTILITY FUND	1,395,000	116,250	581,250	41.7%	813,750	496,219	85,031
010-49620	TRANSFER FROM SANITATION	1,232,333	102,694	513,472	41.7%	718,861	499,228	14,244
010-49625	TRSF FROM RETAIL FUND	-	-	-	0.0%	-	-	-
010-49819	TRANSFER FROM EMERGENCY FUND	-	-	-	0.0%	-	-	-
	***** REVENUE CATEGORY TOTALS *****	**2,690,075**	**224,173**	**1,120,864**	**41.7%**	**1,569,210**	**1,021,590**	**99,275**
	***** TOTAL REVENUE *****	**20,668,450**	**3,932,993**	**13,775,461**	**66.6%**	**6,892,990**	**12,925,332**	**850,129**
010 -GENERAL FUND- DETAIL								
EXPENSE								
PERSONNEL								
010-51010	SALARIES & WAGES	8,998,796	643,025	3,247,762	36.1%	5,751,034	3,015,415	232,347
010-51011	PART-TIME WAGES	-	-	-	0.0%	-	-	-

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010-51020	OVERTIME	518,658	55,456	303,839	58.6%	214,819	272,463	31,375
010-51021	STEP OVERTIME	-	121	5,558	0.0%	(5,558)	2,228	3,330
010-51030	LONGEVITY	72,864	5,820	26,015	35.7%	46,849	26,416	(401)
010-51031	CERTIFICATION PAY	302,394	26,084	115,451	38.2%	186,943	106,447	9,004
010-51032	SHIFT PAY	15,600	1,350	5,485	35.2%	10,115	5,289	196
010-51033	CAR ALLOWANCE	6,300	525	2,573	40.8%	3,728	2,475	98
010-51034	UNIFORM ALLOWANCE	13,848	1,187	5,078	36.7%	8,770	4,526	552
010-51036	CELL PHONE ALLOWANCE	6,000	400	1,998	33.3%	4,003	2,621	(624)
010-51037	ON CALL PAY	1,200	400	1,740	145.0%	(540)	-	1,740
010-51040	SOCIAL SECURITY	760,129	54,520	277,096	36.5%	483,033	257,125	19,971
010-51050	HEALTH INSURANCE	1,295,721	91,411	513,560	39.6%	782,162	518,655	(5,096)
010-51061	WORKER'S COMPENSATION	357,281	30,231	152,548	42.7%	204,733	153,945	(1,397)
010-51063	UNEMPLOYMENT CLAIMS EXP.	50,000	-	2,632	5.3%	47,368	-	2,632
010-51070	RETIREMENT	1,482,642	110,901	545,890	36.8%	936,752	486,783	59,107
	***** EXPENSE CATEGORY TOTALS *****	**13,881,433**	**1,021,431**	**5,207,224**	**37.5%**	**8,674,209**	**4,854,389**	**352,835**
SUPPLIES AND MATERIALS								
010-52010	OFFICE SUPPLIES/EQUIPMENT	75,030	14,803	26,960	35.9%	48,070	18,389	8,571
010-52020	POSTAGE	15,455	1,642	4,556	29.5%	10,899	2,956	1,600
010-52030	JANITORIAL SUPPLIES	45,300	798	5,230	11.5%	40,070	12,553	(7,323)
010-52031	CHEMICALS	4,000	-	1,609	40.2%	2,391	105	1,504
010-52032	PLANTS SEED FERTILIZER	2,000	-	-	0.0%	2,000	-	-
010-52040	UNIFORMS/APPAREL	61,000	14,729	48,614	79.7%	12,386	33,403	15,211
010-52050	MEDICAL SUPPLIES	15,100	571	4,811	31.9%	10,289	1,893	2,919
010-52051	ANIMAL MEDICAL SUPPLIES	250	-	152	60.6%	98	-	152
010-52060	PUBLICATIONS	4,158	-	569	13.7%	3,589	1,134	(566)
010-52061	SAFETY MATERIALS	6,000	60	231	3.8%	5,770	4,687	(4,456)
010-52062	POLICE INFORMANT	3,000	-	-	0.0%	3,000	-	-
010-52070	GASOLINE AND OIL	3,500	-	500	14.3%	3,000	507	(7)
010-52080	SMALL TOOLS/EQUIPMENT	110,625	17,500	43,983	39.8%	66,642	50,127	(6,144)
010-52082	PERS PROTECTIVE EQUIP	30,000	544	17,176	57.3%	12,824	1,330	15,845
010-52083	ARSENAL	18,000	2,247	4,687	26.0%	13,313	3,651	1,036
010-52084	ELECTION EXPENSE	17,000	-	(295)	-1.7%	17,295	5,375	(5,670)
010-52091	FURNITURE & OFFICE EQUIPMENT	1,000	-	35	3.5%	965	290	(255)
010-52092	COMPUTER EQUIPMENT	-	-	68	0.0%	(68)	-	68
010-52120	STREET SIGNS	9,000	280	6,944	77.2%	2,056	7,322	(379)
010-52130	GARBAGE BAGS	-	-	-	0.0%	-	-	-
010-52201	READING PROGRAM	4,000	139	478	11.9%	3,522	1,978	(1,500)
010-52210	MARKETING SUPPLIES	1,800	-	1,376	76.4%	424	-	1,376
	***** EXPENSE CATEGORY TOTALS *****	**426,218**	**53,312**	**167,683**	**39.3%**	**258,535**	**145,701**	**21,982**
PROF/CONTRACTUAL SERV								
010-53010	LEGAL SERVICES	120,000	4,106	17,898	14.9%	102,102	12,176	5,722
010-53011	LEGAL LITIGATION EXPENSES	50,000	-	5,291	10.6%	44,709	10,518	(5,227)
010-53012	LEGAL SERVICES - HR RELATED	6,000	183	244	4.1%	5,756	3,386	(3,142)
010-53016	JURY EXPENSE	500	-	-	0.0%	500	-	-
010-53017	MUNICIPAL PROSECUTORS	10,000	645	2,025	20.3%	7,975	2,295	(270)
010-53019	TOWING FEE	1,200	396	877	73.1%	323	-	877
010-53020	AUDIT & ACCOUNTING SERVICES	27,225	15,452	19,904	73.1%	7,321	2,619	17,285
010-53021	APPRAISAL DISTRICT	232,000	-	53,186	22.9%	178,814	57,178	(3,991)
010-53022	TAX ASSESSOR-COLLECTOR	14,000	-	3,839	27.4%	10,161	-	3,839
010-53023	RAILROAD WATER LINE LEASE	400	-	-	0.0%	400	162	(162)
010-53026	CODIFICATION	6,000	-	4,320	72.0%	1,680	975	3,345
010-53027	RECORDS MANAGEMENT	1,200	102	270	22.5%	930	743	(473)
010-53029	POLY/PSYCH	1,125	375	750	66.7%	375	-	750
010-53030	PROFESSIONAL SERVICES	14,350	938	4,761	33.2%	9,589	4,339	422
010-53031	CONSULTANT SERVICES	181,600	4,794	129,732	71.4%	51,868	19,394	110,337
010-53033	EMPLOYEE EAP	7,200	-	-	0.0%	7,200	-	-
010-53034	CITY SPONSORED EVENT	25,000	-	-	0.0%	25,000	-	-

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010-53035	MEDICAL/DOCTOR-HOSPITAL	-	-	-	0.0%	-	-	-
010-53037	PRE-EMPLOYMENT SCREENINGS	15,000	612	4,273	28.5%	10,727	4,987	(714)
010-53039	CIVIL SERVICE EXAMS	8,000	-	1,423	17.8%	6,578	3,189	(1,766)
010-53041	CITY ISSUED CELL PHONES	22,780	1,615	7,953	34.9%	14,827	7,404	549
010-53042	CITY ISSUED TABLETS	12,940	692	3,457	26.7%	9,483	5,644	(2,187)
010-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
010-53060	DEMOLITION/CLEANUP	5,000	-	-	0.0%	5,000	-	-
010-53070	UNIFORM SERVICES	-	-	-	0.0%	-	-	-
010-53075	RECRUITMENT / RETENTION	5,000	-	-	0.0%	5,000	-	-
010-53076	CERTIFICATION FEES	2,850	-	2,393	84.0%	457	2,357	36
010-53083	POSITION 1 TRAVEL	1,500	-	2,314	154.3%	(814)	630	1,684
010-53084	POSITION 2 TRAVEL	1,500	-	1,278	85.2%	222	801	477
010-53085	POSITION 3 TRAVEL	1,500	-	-	0.0%	1,500	514	(514)
010-53086	POSITION 4 TRAVEL	1,500	-	2,693	179.5%	(1,193)	714	1,979
010-53087	POSITION 5 TRAVEL	1,500	-	-	0.0%	1,500	652	(652)
010-53088	POSITION 6 TRAVEL	1,500	-	2,294	153.0%	(794)	714	1,580
010-53089	MAYOR POSITION TRAVEL	1,500	-	1,379	91.9%	121	440	939
010-53090	IT SUPPORT	75,640	6,014	30,070	39.8%	45,571	30,070	-
010-53095	SOFTWARE MAINTENANCE	429,861	16,456	327,478	76.2%	102,383	288,287	39,191
010-53100	CHAPTER 380 AGREEMENT	-	-	-	0.0%	-	-	-
010-53150	MARKETING SERVICES	500	-	-	0.0%	500	-	-
010-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	1,361	(1,361)
010-53310	EQUIPMENT RENTAL/LEASE	29,719	1,896	37,348	125.7%	(7,629)	6,086	31,262
010-53311	PRINTER/COPIER LEASE	33,345	2,224	7,107	21.3%	26,238	8,519	(1,412)
010-53315	VEHICLE LEASE FEES	687,565	63,850	285,095	41.5%	402,470	191,746	93,350
010-53321	UPRR LEASED LAND	500	-	500	100.0%	-	-	500
010-53331	CONTRACT SERV-HUMANE SOCIETY	35,000	22,500	22,500	64.3%	12,500	-	22,500
010-53333	BUILDING DEMOLITION	60,000	11,200	27,700	46.2%	32,300	-	27,700
010-53334	PESTICIDE SPRAYING	25,000	-	-	0.0%	25,000	-	-
010-53342	DUE TO OMNI	-	-	-	0.0%	-	-	-
010-53343	CHILD SAFETY FEE	-	-	-	0.0%	-	-	-
010-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
010-53503	RETIREE INSURANCE PREMIUMS	30,000	2,343	14,060	46.9%	15,940	11,826	2,235
010-53509	MEMBERSHIPS & SUBSCRIPTIONS	48,183	5,593	26,283	54.5%	21,900	32,728	(6,445)
010-53510	TRAVEL AND TRAINING	173,354	13,549	55,171	31.8%	118,183	64,241	(9,070)
010-53511	ADVERTISING	15,250	55	7,405	48.6%	7,845	6,743	662
010-53512	PRINTING SERVICES	6,900	44	983	14.2%	5,917	126	857
010-53513	MERCHANT CR CRD PROCESSING	24,500	5,016	23,435	95.7%	1,065	9,168	14,267
010-53514	TML INSURANCE	211,058	9	246,231	116.7%	(35,173)	211,247	34,984
010-53515	INSURANCE AND BONDS	500	-	-	0.0%	500	-	-
010-53516	LIFE, DISABILITY, AD & D PREM	-	4,406	26,812	0.0%	(26,812)	21,422	5,390
010-53517	CONTRACTUAL SERVICES	166,295	10,511	51,929	31.2%	114,366	50,014	1,914
010-53518	CITY POOL	146,020	2,166	75,128	51.5%	70,892	46,249	28,879
010-53520	JANITORIAL SERVICES	67,753	156	22,439	33.1%	45,314	22,641	(202)
	***** EXPENSE CATEGORY TOTALS *****	**3,046,813**	**197,898**	**1,560,228**	**51.2%**	**1,486,586**	**1,144,303**	**415,924**
MAINTENANCE & REPAIR								
010-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	337,372	27,343	134,594	39.9%	202,778	100,244	34,351
010-54011	PLANTER BOXES-MAINTENANCE	200	-	240	120.2%	(40)	-	240
010-54020	STREET MAINTENANCE	200,000	107,195	494,285	247.1%	(294,285)	966,109	(471,824)
010-54022	CONCRETE REPAIR	20,000	14,500	31,660	158.3%	(11,660)	-	31,660
010-54110	MOTOR VEHICLE REPAIRS	78,100	5,970	66,284	84.9%	11,816	65,790	493
010-54120	EQUIPMENT REPAIR/MAINT EXP	49,200	1,698	25,066	50.9%	24,134	11,517	13,548
010-54121	GREEN'S PARK PORTABLE	-	-	-	0.0%	-	2,036	(2,036)
010-54125	LADDER TESTING	2,000	-	2,076	103.8%	(76)	1,947	129
010-54130	AIR PACK TESTING	1,500	-	-	0.0%	1,500	-	-
010-54135	PUMP TESTING	1,600	-	1,245	77.8%	355	1,536	(291)
010-54140	JAWS TESTING	4,400	-	-	0.0%	4,400	-	-
	***** EXPENSE CATEGORY TOTALS *****	**694,372**	**156,707**	**755,450**	**108.8%**	**(61,078)**	**1,149,179**	**(393,729)**

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UTILITIES								
010-54500	UTILITIES - ELECTRIC	489,800	43,743	155,010	31.6%	334,790	155,016	(6)
010-54501	UTILITIES - WATER/SEWER	57,700	-	13,245	23.0%	44,455	19,968	(6,723)
010-54502	UTILITIES - GAS	16,500	3,840	10,369	62.8%	6,131	10,032	337
010-54503	PHONES/INTERNET	74,756	5,475	28,748	38.5%	46,008	45,951	(17,203)
010-54504	CITY POOL ELECTRIC	8,000	672	2,520	31.5%	5,480	3,710	(1,190)
	***** EXPENSE CATEGORY TOTALS *****	**646,756**	**53,729**	**209,892**	**32.5%**	**436,864**	**234,678**	**(24,786)**
OTHER/MISC.								
010-55001	EMPLOYEE APPRECIATION	10,000	-	4,145	41.5%	5,855	5,429	(1,284)
010-55002	EVENTS & PROMOTIONS	5,000	-	383	7.7%	4,617	254	129
010-55200	MEETING MEALS	2,650	-	981	37.0%	1,669	1,402	(420)
010-55202	ANIMAL FOOD	200	-	-	0.0%	200	-	-
010-55203	CHRISTMAS ACTIVITIES	1,500	-	408	27.2%	1,092	1,100	(692)
010-55409	EMERGENCY RESPONSE EXP	-	-	-	0.0%	-	-	-
010-55411	DONATION FUNDED EXPENSE	10,000	5,879	21,206	212.1%	(11,206)	21,790	(584)
	***** EXPENSE CATEGORY TOTALS *****	**29,350**	**5,879**	**27,124**	**92.4%**	**2,226**	**29,975**	**(2,851)**
CAPITAL OUTLAY								
010-58030	IMPROVEMENTS	-	-	-	0.0%	-	121,930	(121,930)
010-58040	VEHICLES & EQUIPMENT	467,500	28,360	177,104	37.9%	290,396	284,956	(107,851)
010-58060	COMPUTER SOFTWARE	-	-	-	0.0%	-	-	-
010-58070	LIBRARY BOOKS	50,000	2,752	18,941	37.9%	31,059	23,759	(4,818)
	***** EXPENSE CATEGORY TOTALS *****	**517,500**	**31,112**	**196,046**	**37.9%**	**321,454**	**430,645**	**(234,599)**
INTERFUND ACTIVITY								
010-59240	TRANSFER TO AIRPORT FUND	307,633	25,636	128,180	41.7%	179,453	128,180	-
010-59283	TRANS TO HOME GRANT FUND-283	-	-	-	0.0%	-	-	-
010-59310	TRANSFER TO DEBT SERVICE FUND	1,054,225	87,852	439,260	41.7%	614,965	395,640	43,621
010-59511	TRSF TO VEH/EQUIP FUND	-	-	-	0.0%	-	-	-
010-59570	TRANSFER TO FLEET FUND	553,550	62,726	234,667	42.4%	318,883	241,959	(7,292)
	***** EXPENSE CATEGORY TOTALS *****	**1,915,408**	**176,214**	**802,108**	**41.9%**	**1,113,300**	**765,779**	**36,329**
	***** TOTAL EXPENSE *****	**$ 21,157,850**	**$ 1,696,282**	**$ 8,925,754**	**42.2%**	**$ 12,232,096**	**$ 8,754,649**	**$ 171,105**
310 -DEBT SERVICE FUND- DETAIL								
REVENUE								
310-41001	AD VALOREM TAXES - CURRENT	429,656	115,663	370,491	86.2%	59,165	452,442	(81,950)
310-41002	DELINQUENT TAX REVENUE	25,680	1,015	8,382	32.6%	17,298	4,437	3,945
310-41003	PENALTY & INTEREST TAXES	22,229	858	3,933	17.7%	18,296	2,706	1,226
310-41901	INTEREST REVENUE	1,500	-	2,673	178.2%	(1,173)	4,282	(1,608)
310-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
310-49010	TRANSFER FROM GENERAL FUND	1,054,225	87,852	439,260	41.7%	614,965	395,640	43,621
310-49610	TRSF FROM UTILITY FUND	-	-	-	0.0%	-	-	-
	***** TOTAL REVENUE *****	**1,533,290**	**205,388**	**824,739**	**53.8%**	**708,551**	**859,506**	**(34,767)**
310 -DEBT SERVICE FUND- DETAIL								
EXPENSE								
310-53030	PROFESSIONAL SERVICES	-	-	-	0.0%	-	-	-
310-53045	COMPLIANCE REPORTING	3,500	-	-	0.0%	3,500	-	-
310-55412	AGENT FEES	-	-	-	0.0%	-	-	-
310-56024	PRINCIPAL- BONDED DEBT	425,833	425,833	425,833	100.0%	-	417,691	8,142
310-56025	PRINCIPAL - CAPITAL LEASE	230,379	-	165,815	72.0%	64,564	161,819	3,996
310-56050	INTEREST- BONDED DEBT	913,327	459,924	459,924	50.4%	453,403	466,316	(6,392)
310-56051	INTEREST- CAPITAL LEASE	20,331	-	16,071	79.0%	4,261	20,066	(3,996)

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310-56054	PAY/ESCROW AGENT FEES	-	-	806	0.0%	(806)	2,363	(1,556)
	***** TOTAL EXPENSE *****	**$ 1,593,370**	**$ 885,757**	**$ 1,068,449**	**67.1%**	**$ 524,921**	**$ 1,068,255**	**$ 194**
610 -WATER & WASTEWATER FUND - DETAIL								
REVENUE								
610-41706	SALE OF EQUIPMENT	91,713	5,294	34,794	37.9%	56,919	-	34,794
610-41709	WATER METERED SALES	5,748,650	397,988	2,018,114	35.1%	3,730,536	2,021,154	(3,040)
610-41710	METER REPLACEMENT FEE	-	-	-	0.0%	-	-	-
610-41711	SEWER SERVICE CHARGES	4,550,533	360,518	1,620,473	35.6%	2,930,060	1,624,155	(3,682)
610-41716	BULK WATER SALES	1,000	-	314	31.4%	686	-	314
610-41717	SEWER SURCHARGE	-	-	-	0.0%	-	-	-
610-41718	WATER TAPS	45,000	4,094	47,354	105.2%	(2,354)	29,707	17,647
610-41719	SEWER TAPS	45,000	1,657	19,073	42.4%	25,927	6,527	12,546
610-41724	SERVICE FEES	120,000	9,710	35,145	29.3%	84,855	42,224	(7,079)
610-41725	TAMPERING FEES	1,800	150	600	33.3%	1,200	-	600
610-41727	SEPTAGE FEES AND OTHER	30,000	1,836	9,428	31.4%	20,572	10,179	(751)
610-41728	REBATE - COMPOST FACILITY	20,000	18,402	18,402	92.0%	1,598	-	18,402
610-41732	MISC. CHARGES THRU WATER BILLS	1,000	182	479	47.9%	522	(522)	1,001
610-41733	PENALTY WATER BILLINGS	170,000	19,005	88,195	51.9%	81,805	99,356	(11,161)
610-41804	STATE & FEDERAL GRANTS	-	-	8,374	0.0%	(8,374)	-	8,374
610-41815	UNMWA REIMB.	50,000	-	35,305	70.6%	14,695	-	35,305
610-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
610-41901	INTEREST REVENUE	90,000	10,535	73,342	81.5%	16,658	62,421	10,921
610-41902	INSURANCE RECOVERIES	-	-	3,066	0.0%	(3,066)	17,905	(14,839)
610-41903	BOND SALE PREMIUM	-	-	-	0.0%	-	-	-
610-41924	MISC REVENUE	-	-	-	0.0%	-	-	-
610-41926	SCRAP METAL RECOVERY	-	-	1,220	0.0%	(1,220)	2,383	(1,163)
610-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
610-49620	TRANSFER FROM SANITATION	-	-	-	0.0%	-	-	-
	***** TOTAL REVENUE *****	**10,964,697**	**829,370**	**4,013,677**	**36.6%**	**6,951,019**	**3,915,488**	**98,189**
610 -WATER & WASTEWATER FUND - DETAIL								
EXPENSE								
PERSONNEL								
610-51010	SALARIES & WAGES	1,401,735	102,337	522,468	37.3%	879,267	508,523	13,945
610-51020	OVERTIME	164,720	26,304	98,135	59.6%	66,585	110,147	(12,011)
610-51030	LONGEVITY	6,768	651	2,882	42.6%	3,886	2,814	68
610-51031	CERTIFICATION PAY	28,800	2,650	11,520	40.0%	17,280	20,148	(8,628)
610-51032	SHIFT PAY	3,600	400	1,780	49.4%	1,820	1,361	419
610-51034	UNIFORM ALLOWANCE	6,451	504	2,243	34.8%	4,208	1,898	344
610-51036	CELL PHONE ALLOWANCE	6,600	550	2,523	38.2%	4,078	2,948	(426)
610-51037	ON CALL PAY	-	1,750	9,205	0.0%	(9,205)	-	9,205
610-51040	SOCIAL SECURITY	122,550	10,138	48,849	39.9%	73,700	48,456	393
610-51050	HEALTH INSURANCE	296,089	19,445	113,326	38.3%	182,763	121,899	(8,573)
610-51061	WORKER'S COMPENSATION	57,211	6,166	28,807	50.4%	28,404	26,184	2,624
610-51070	RETIREMENT	239,769	20,370	95,321	39.8%	144,447	91,744	3,577
	***** EXPENSE CATEGORY TOTALS *****	**2,334,293**	**191,265**	**937,060**	**40.1%**	**1,397,233**	**936,121**	**939**
SUPPLIES AND MATERIALS								
610-52010	OFFICE SUPPLIES/EQUIPMENT	6,800	2,356	3,061	45.0%	3,739	631	2,430
610-52020	POSTAGE	35,900	112	15,394	42.9%	20,506	15,386	8
610-52030	JANITORIAL SUPPLIES	2,600	-	718	27.6%	1,882	69	649
610-52031	CHEMICALS	500,000	23,800	119,252	23.9%	380,748	156,803	(37,551)
610-52040	UNIFORMS/APPAREL	11,500	1,555	5,066	44.0%	6,434	6,297	(1,231)
610-52050	MEDICAL SUPPLIES	400	-	76	18.9%	324	405	(330)
610-52057	LAB SUPPLIES	16,500	1,197	5,292	32.1%	11,208	5,329	(37)
610-52061	SAFETY MATERIALS	11,500	1,421	4,894	42.6%	6,606	2,258	2,637

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610-52070	GASOLINE AND OIL	500	-	15	3.0%	485	44	(29)
610-52080	SMALL TOOLS/EQUIPMENT	48,600	2,267	33,640	69.2%	14,960	28,524	5,115
	***** EXPENSE CATEGORY TOTALS *****	**634,300**	**32,710**	**187,407**	**29.5%**	**446,893**	**215,745**	**(28,338)**
PROF/CONTRACTUAL SERV								
610-53020	AUDIT & ACCOUNTING SERVICES	19,800	10,198	13,137	66.3%	6,663	1,729	11,408
610-53030	PROFESSIONAL SERVICES	45,000	2,644	24,939	55.4%	20,061	22,668	2,271
610-53041	CITY ISSUED CELL PHONES	1,200	80	402	33.5%	798	402	0
610-53042	CITY ISSUED TABLETS	2,900	120	646	22.3%	2,254	760	(113)
610-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
610-53046	COMPLIANCE MONITORING	54,456	2,352	21,926	40.3%	32,530	17,902	4,024
610-53090	IT SUPPORT	15,175	1,066	5,329	35.1%	9,846	5,329	-
610-53095	SOFTWARE MAINTENANCE	43,538	596	38,002	87.3%	5,536	33,955	4,047
610-53310	EQUIPMENT RENTAL/LEASE	11,500	176	6,901	60.0%	4,599	972	5,929
610-53311	PRINTER/COPIER LEASE	6,400	552	1,700	26.6%	4,700	1,694	6
610-53315	VEHICLE LEASE FEES	143,813	16,030	57,062	39.7%	86,752	38,725	18,336
610-53341	COLLECTIONS/LEGAL MVBA	1,000	14	184	18.4%	816	759	(575)
610-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
610-53507	SLUDGE COLLECTION	365,000	19,215	103,394	28.3%	261,606	98,449	4,945
610-53509	MEMBERSHIPS & SUBSCRIPTIONS	1,260	24	96	7.6%	1,164	70	26
610-53510	TRAVEL AND TRAINING	29,450	1,098	18,471	62.7%	10,979	5,532	12,939
610-53512	PRINTING SERVICES	11,000	-	3,832	34.8%	7,168	3,494	337
610-53513	MERCHANT CR CRD PROCESSING	200,000	39,675	188,232	94.1%	11,768	90,492	97,740
610-53514	TML INSURANCE	147,441	-	155,654	105.6%	(8,212)	145,187	10,466
610-53517	CONTRACTUAL SERVICES	600	-	149	24.8%	452	228	(79)
610-53519	TANK MAINTENANCE	215,000	8,753	81,787	38.0%	133,213	8,753	73,035
610-53520	JANITORIAL SERVICES	17,347	-	6,167	35.6%	11,180	5,401	766
610-53521	UNRMWA WATER CONTRACT	203,582	49,283	98,565	48.4%	105,017	28,784	69,782
	***** EXPENSE CATEGORY TOTALS *****	**1,535,462**	**151,876**	**826,574**	**53.8%**	**708,889**	**511,282**	**315,291**
MAINTENANCE & REPAIR								
610-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	55,000	6,935	31,484	57.2%	23,516	21,898	9,586
610-54110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	-	-
610-54120	EQUIPMENT REPAIR/MAINT EXP	295,360	20,386	93,255	31.6%	202,105	120,267	(27,013)
610-54220	WATER METERS	-	-	-	0.0%	-	-	-
610-54310	SEWER LINE MAINTENANCE	-	-	-	0.0%	-	-	-
610-54311	SEWER PLANT MAINTENANCE	250,000	13,380	99,109	39.6%	150,891	29,814	69,295
610-54313	LIFT STATION MAINTENANCE	290,000	30,252	61,166	21.1%	228,834	132,512	(71,346)
610-54314	GENERATOR MAINTENANCE	13,500	-	1,879	13.9%	11,621	6,784	(4,905)
610-54315	PRETREATMENT FOG MGMT	2,300	-	-	0.0%	2,300	371	(371)
610-54421	WATER METER REPLACEMENT PROJECT	150,000	-	47,713	31.8%	102,287	184,667	(136,954)
610-54450	WATER/SEWER LINE REPAIR	600,000	26,398	178,086	29.7%	421,915	342,924	(164,838)
610-54460	METER READER HANDHELDS	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**1,656,160**	**97,352**	**512,691**	**31.0%**	**1,143,469**	**839,237**	**(326,546)**
UTILITIES								
610-54500	UTILITIES - ELECTRIC	401,100	45,428	154,238	38.5%	246,862	151,187	3,051
610-54501	UTILITIES - WATER/SEWER	32,700	-	16,666	51.0%	16,034	13,170	3,496
610-54502	UTILITIES - GAS	-	-	-	0.0%	-	-	-
610-54503	PHONES/INTERNET	25,500	1,687	8,760	34.4%	16,740	14,057	(5,297)
	***** EXPENSE CATEGORY TOTALS *****	**459,300**	**47,114**	**179,665**	**39.1%**	**279,635**	**178,414**	**1,251**
OTHER/MISC.								
610-55005	TCEQ PERMITTING	65,000	8,326	69,340	106.7%	(4,340)	55,617	13,722
610-55030	BAD DEBT EXPENSE	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**65,000**	**8,326**	**69,340**	**106.7%**	**(4,340)**	**55,617**	**13,722**

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REVENUE BOND PRINCIPAL PAYMENT								
610-56005	REVENUE BOND PRIN PAYMENT	760,000	862,167	6,858	0.9%	753,142	855,309	(848,452)
610-56009	CERT OBLIG PRIN PAYMENT	327,167	225,000	15,000	4.6%	312,167	210,000	(195,000)
610-56025	PRINCIPAL - CAPITAL LEASE	63,417	-	63,417	100.0%	-	61,955	1,462
610-56050	INTEREST- BONDED DEBT	713,641	362,532	255,551	35.8%	458,091	265,143	(9,593)
610-56051	INTEREST- CAPITAL LEASE	1,497	-	1,497	100.0%	-	2,959	(1,462)
610-56054	PAY/ESCROW AGENT FEES	2,000	-	500	25.0%	1,500	1,250	(750)
	***** EXPENSE CATEGORY TOTALS *****	**1,867,722**	**1,449,699**	**342,822**	**18.4%**	**1,524,900**	**1,396,617**	**(1,053,795)**
CAPITAL OUTLAY								
610-58030	IMPROVEMENTS	12,659,550	126,638	1,430,108	11.3%	11,229,442	533,788	896,321
610-58040	VEHICLES & EQUIPMENT	404,000	10,749	177,592	44.0%	226,408	57,875	119,717
610-58044	COMMUNICATION EQUIPMENT	50,000	-	3,897	7.8%	46,103	-	3,897
610-58046	LIFT STATION REPLACEMENT	1,146,800	40,789	73,851	6.4%	1,072,949	-	73,851
	***** EXPENSE CATEGORY TOTALS *****	**14,260,350**	**178,177**	**1,685,448**	**11.8%**	**12,574,902**	**591,663**	**1,093,786**
INTERFUND ACTIVITY								
610-59010	TRANSFER TO/FROM GENERAL FUND	1,395,000	116,250	581,250	41.7%	813,750	496,219	85,031
610-59570	TRANSFER TO FLEET FUND	158,700	9,747	84,523	53.3%	74,177	84,788	(266)
	***** EXPENSE CATEGORY TOTALS *****	**1,553,700**	**125,997**	**665,773**	**42.9%**	**887,927**	**581,007**	**84,766**
	***** TOTAL EXPENSE *****	**$ 24,366,288**	**$ 2,282,516**	**$ 5,406,779**	**22.2%**	**$ 18,959,509**	**$ 5,305,704**	**$ 101,075**
620-SANITATION FUND- DETAIL								
REVENUE								
620-41715	SANITATION COLLECTION CHARGES	3,160,569	267,214	1,181,099	37.4%	1,979,470	1,165,231	15,868
620-41721	COLLECTION BAG SALES	20,000	1,163	7,244	36.2%	12,756	6,825	419
620-41722	CLEAN STREETS PROGRAM	166,233	14,052	70,181	42.2%	96,052	70,437	(257)
620-41723	SALES TAX DISCOUNT	600	123	496	82.7%	104	587	(91)
620-41729	ROLL OFF CHARGES	721,313	165,594	424,251	58.8%	297,062	234,770	189,480
620-41901	INTEREST REVENUE	7,000	-	137	2.0%	6,863	277	(140)
620-41902	INSURANCE RECOVERIES	-	-	-	0.0%	-	-	-
620-41922	REBATE REVENUE	15,000	-	-	0.0%	15,000	35,598	(35,598)
620-41924	MISC REVENUE	-	-	-	0.0%	-	-	-
620-41926	SCRAP METAL RECOVERY	-	-	-	0.0%	-	-	-
620-49010	TRANSFER FROM GENERAL FUND	-	-	-	0.0%	-	-	-
	***** TOTAL REVENUE *****	**4,090,715**	**448,145**	**1,683,408**	**41.2%**	**2,407,307**	**1,513,726**	**169,682**
620-SANITATION FUND- DETAIL								
EXPENSE								
SUPPLIES AND MATERIALS								
620-52080	SMALL TOOLS/EQUIPMENT	500	-	-	0.0%	500	27	(27)
620-52130	GARBAGE BAGS	10,000	-	4,984	49.8%	5,016	4,966	18
	***** EXPENSE CATEGORY TOTALS *****	**10,500**	**-**	**4,984**	**47.5%**	**5,516**	**4,994**	**(9)**
PROF/CONTRACTUAL SERV								
620-53504	ROLL OFFS	453,932	59,287	352,831	77.7%	101,101	211,576	141,255
620-53505	RESIDENTIAL COLLECTION	808,000	96,223	400,973	49.6%	407,027	341,195	59,777
620-53506	COMMERCIAL COLLECTION	1,456,000	119,400	667,314	45.8%	788,686	640,454	26,859
620-53508	CITY WIDE CLEAN-UP COLLECTION	85,000	-	41,111	48.4%	43,889	37,532	3,580
620-53520	JANITORIAL SERVICES	1,450	121	362	25.0%	1,088	725	(362)
	***** EXPENSE CATEGORY TOTALS *****	**2,804,382**	**275,031**	**1,462,590**	**52.2%**	**1,341,792**	**1,231,481**	**231,109**

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MAINTENANCE & REPAIR								
620-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	500	-	-	0.0%	500	-	-
620-54110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**500**	**-**	**-**	**0.0%**	**500**	**-**	**-**
OTHER/MISC.								
620-55030	BAD DEBT EXPENSE	20,000	-	4,873	24.4%	15,127	-	4,873
620-55599	DEPRECIATION EXPENSE	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**20,000**	**-**	**4,873**	**24.4%**	**15,127**	**-**	**4,873**
INTERFUND ACTIVITY								
620-59010	TRANSFER TO/FROM GENERAL FUND	1,232,333	102,694	513,472	41.7%	718,861	499,228	14,244
620-59570	TRANSFER TO FLEET FUND	23,000	6,567	20,452	88.9%	2,548	12,552	7,901
	***** EXPENSE CATEGORY TOTALS *****	**1,255,333**	**109,262**	**533,924**	**42.5%**	**721,408**	**511,780**	**22,145**
	***** TOTAL EXPENSE *****	**$ 4,090,715**	**$ 384,293**	**$ 2,006,372**	**49.0%**	**$ 2,084,343**	**$ 1,748,255**	**$ 258,117**

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As of February 28, 2025

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL								
REVENUE								
215-41013	PEDC SALES TAX	$ 1,325,055	$ 165,040	$ 630,256	47.6%	$ 694,799	596,066.69	$ 34,189
215-41609	RENT - SUITE B	36,000	3,000	15,000	41.7%	21,000	15,000	-
215-41610	RENT - RESULTS CO	-	-	-	0.0%	-	89,768	(89,768)
215-41807	ETEX FIBER RECAPTURE	400,000	-	206,553	51.6%	193,447	197,810	8,743
215-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	2,000,000	(2,000,000)
215-41901	INTEREST REVENUE	65,000	11,577	58,163	89.5%	6,837	52,923	5,240
215-41932	TAH LOAN PYMT	34,064	2,839	14,193	41.7%	19,871	14,193	-
215-41938	SALE OF PROPERTY	-	-	-	0.0%	-	10	(10)
215-41924	MISC REVENUE	$ -	$ -	$ -	0.0%	$ -	0.00	$ -
	***** TOTAL REVENUE *****	**1,860,119**	**182,456**	**924,165**	**49.7%**	**935,954**	**2,965,772**	**(2,041,606)**
215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL								
EXPENSE								
PERSONNEL								
215-51010	SALARIES & WAGES	175,555	13,428	66,470	37.9%	109,085	55,162	11,308
215-51020	OVERTIME	-	-	-	0.0%	-	-	-
215-51030	LONGEVITY	288	42	164	56.9%	124	96	67
215-51031	CERTIFICATION PAY	-	-	-	0.0%	-	-	-
215-51036	CELL PHONE ALLOWANCE	600	50	223	37.1%	378	227	(4)
215-51040	SOCIAL SECURITY	13,817	1,023	5,083	36.8%	8,734	4,202	881
215-51050	HEALTH INSURANCE	24,943	1,901	11,298	45.3%	13,644	9,008	2,290
215-51061	WORKER'S COMPENSATION	708	55	274	38.7%	434	228	47
215-51070	RETIREMENT	26,124	2,060	9,890	37.9%	16,233	7,946	1,945
	***** EXPENSE CATEGORY TOTALS *****	**242,034**	**18,560**	**93,401**	**38.6%**	**148,633**	**76,868**	**16,533**
SUPPLIES AND MATERIALS								
215-52010	OFFICE SUPPLIES/EQUIPMENT	4,100	180	655	16.0%	3,445	633	22
215-52020	POSTAGE	300	-	-	0.0%	300	60	(60)
215-52091	FURNITURE & OFFICE EQUIPMENT	2,500	-	33	1.3%	2,467	575	(543)
	***** EXPENSE CATEGORY TOTALS *****	**6,900**	**180**	**688**	**10.0%**	**6,212**	**1,268**	**(580)**
PROF/CONTRACTUAL SERV								
215-53010	LEGAL SERVICES	55,000	923	4,802	8.7%	50,199	21,106	(16,304)
215-53020	AUDIT & ACCOUNTING SERVICES	5,000	2,575	3,317	66.3%	1,683	436	2,881
215-53030	PROFESSIONAL SERVICES	45,000	5,043	9,938	22.1%	35,062	2,348	7,590
215-53031	CONSULTANT SERVICES	20,000	-	630	3.2%	19,370	-	630
215-53041	CITY ISSUED CELL PHONES	-	-	-	0.0%	-	-	-
215-53090	IT SUPPORT	1,897	152	761	40.1%	1,136	761	-
215-53095	SOFTWARE MAINTENANCE	833	80	471	56.6%	362	325	146
215-53150	MARKETING SERVICES	75,000	1,550	26,295	35.1%	48,705	23,478	2,817
215-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	-	-

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215-53311	PRINTER/COPIER LEASE	3,500	282	795	22.7%	2,705	774	20
215-53315	VEHICLE LEASE FEES	-	-	-	0.0%	-	-	-
215-53330	CITY-PAID EXPENSES	-	-	-	0.0%	-	-	-
215-53500	LEGAL NOTICES	3,000	-	449	15.0%	2,551	-	449
215-53501	COMMUNICATIONS	-	-	-	0.0%	-	693	(693)
215-53509	MEMBERSHIPS & SUBSCRIPTIONS	22,250	475	22,129	99.5%	121	17,389	4,740
215-53510	TRAVEL AND TRAINING	10,000	754	8,414	84.1%	1,586	1,143	7,271
215-53512	PRINTING SERVICES	-	-	-	0.0%	-	-	-
215-53514	TML INSURANCE	13,000	-	15,187	116.8%	(2,187)	12,135	3,052
215-53515	INSURANCE AND BONDS	1,100	-	-	0.0%	1,100	912	(912)
215-53520	JANITORIAL SERVICES	4,100	-	1,600	39.0%	2,500	4,500	(2,900)
215-53617	PROJECTS SUPPORT GRANTS	300,000	-	-	0.0%	300,000	100,000	(100,000)
215-53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	-	-	0.0%	25,000	-	-
215-53663	COM DEV GRANT-GENERAL PROGRAM	75,000	-	-	0.0%	75,000	-	-
215-53664	BLDG IMPROVEMENT GRANT PROG	250,000	26,150	92,453	37.0%	157,547	26,200	66,253
215-53665	PRIOR YEAR BLDG IMPROV GRANTS	67,500	-	79,354	117.6%	(11,854)	-	79,354
	***** EXPENSE CATEGORY TOTALS *****	**977,180**	**37,984**	**266,595**	**27.3%**	**710,585**	**212,201**	**54,394**
MAINTENANCE & REPAIR								
215-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	2,883	9,456	9.5%	90,544	34,565	(25,110)
215-54120	EQUIPMENT REPAIR/MAINT EXP	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**100,000**	**2,883**	**9,456**	**9.5%**	**90,544**	**34,565**	**(25,110)**
UTILITIES								
215-54500	UTILITIES - ELECTRIC	78,000	3,786	15,622	20.0%	62,378	2,124	13,498
215-54501	UTILITIES - WATER/SEWER	4,000	295	1,483	37.1%	2,517	1,400	83
215-54503	PHONES/INTERNET	3,000	241	1,280	42.7%	1,720	2,052	(772)
	***** EXPENSE CATEGORY TOTALS *****	**85,000**	**4,321**	**18,384**	**21.6%**	**66,616**	**5,575**	**12,809**
OTHER/MISC.								
215-55002	EVENTS & PROMOTIONS	-	-	-	0.0%	-	-	-
215-55009	BUSINESS RETENTION/EXPANSION	15,000	16	16	0.1%	14,984	308	(293)
215-55066	COMMUNITY EVENTS	-	-	-	0.0%	-	-	-
215-55067	HOSPITAL DEMOLITION	-	-	-	0.0%	-	-	-
215-55200	MEETING MEALS	3,500	182	933	26.7%	2,567	1,059	(126)
	***** EXPENSE CATEGORY TOTALS *****	**18,500**	**198**	**949**	**5.1%**	**17,551**	**1,367**	**(419)**
DEBT SERVICE								
215-56005	REVENUE BOND PRIN PAYMENT	563,374	49,013	89,676	15.9%	473,699	42,042	47,633
215-56050	INTEREST- BONDED DEBT	168,554	15,184	85,418	50.7%	83,136	22,749	62,670
215-56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	55,340	(55,340)
	***** EXPENSE CATEGORY TOTALS *****	**731,928**	**64,196**	**175,094**	**23.9%**	**556,834**	**120,131**	**54,963**

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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
CAPITAL OUTLAY								
215-58000	CAPITAL OUTLAY	-	-	140	0.0%	(140)	2,338,481	(2,338,342)
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**140**	**0.0%**	**(140)**	**2,338,481**	**(2,338,342)**
INTERFUND ACTIVITY								
215-59010	TRANSFER TO/FROM GENERAL FUND	49,586	2,614	13,071	26.4%	36,515	13,071	-
215-59570	TRANSFER TO FLEET FUND	250	-	233	93.1%	17	56	177
	***** EXPENSE CATEGORY TOTALS *****	**49,836**	**2,614**	**13,304**	**26.7%**	**36,532**	**13,127**	**177**
	***** TOTAL EXPENSE *****	**$ 2,211,378**	**$ 130,937**	**$ 578,010**	**26.1%**	**$ 1,633,368**	**$ 2,803,584**	**$ (2,225,574)**

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NON MAJOR FUNDS SUMMARY

	200	240	250	251	252	260	270
	HOTEL	AIRPORT	MUNICIPAL COURT -	MUNICIPAL	MUNICIPAL	PD FORFEITURE FUND	COMMUNITY FOREST
Beginning Fund Balance	$ 1,393,016	$ 29,056	$ 75,562	$ 55,426	$ 73,037	$ 69,664	$ 2,877
REVENUE							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	-	-	-	-	-
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	3,503	2,891	12,626	-	-
LEASE/RENTAL REVENUE	-	2,000	-	-	-	-	-
CHARGES FOR SERVICE	-	-	-	-	-	8,875	-
INTERGOVERNMENTAL REVENUE	-	68,518	-	-	-	450	-
OTHER INCOME	299,506	7,598	1,246	935	2,027	2,351	7,559
INTERFUND ACTIVITY	-	128,180	-	-	-	-	-
Total	**299,506**	**206,297**	**4,748**	**3,826**	**14,653**	**11,676**	**7,559**
EXPENSE							
PERSONNEL	80,825	17,639	-	-	-	-	-
SUPPLIES AND MATERIALS	1,101	1,256	6,490	1,952	-	-	-
PROF/CONTRACTUAL SERV	113,748	45,537	-	-	-	-	40,000
MAINTENANCE & REPAIR	28,460	18,900	-	-	-	-	-
UTILITIES	4,595	3,441	-	-	-	-	-
OTHER/MISC.	23,039	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
INTERFUND ACTIVITY	13,147	1,232	-	-	-	-	-
Total	**264,915**	**88,005**	**6,490**	**1,952**	**-**	**-**	**40,000**
Surplus (Deficit)	**34,591**	**118,292**	**(1,742)**	**1,874**	**14,653**	**11,676**	**(32,441)**
Ending Fund Balance	$ 1,427,607	$ 147,347	$ 73,820	$ 57,300	$ 87,690	$ 81,340	$ (29,564)

City of Palestine, Texas
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NON MAJOR FUNDS SUMMARY

	271	280	290	400	740	770	
	PERPETUAL CEMETERY FUND	GRANTS	STREET MAINTENANCE / REPAIR TAX	GENERAL CIP FUND	EQUIPMENT REPLACEMENT	FLEET FUND	TOTAL NON MAJOR FUNDS
Beginning Fund Balance	**$ 232,103**	**$ 21,766**	**$ 746,530**	**$ 22,084,037**	**$ 834,893**	**$ (77,634)**	**$ 25,540,333**
REVENUE							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	315,128	-	-	-	315,128
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	-	-	-	-	19,019
LEASE/RENTAL REVENUE	-	-	-	-	-	-	2,000
CHARGES FOR SERVICE	8,000	-	-	-	-	-	16,875
INTERGOVERNMENTAL REVENUE	-	-	-	13,999	-	-	82,967
OTHER INCOME	2,004	198	-	249,299	-	42,590	615,312
INTERFUND ACTIVITY	-	-	-	-	-	341,182	469,363
Total	**10,004**	**198**	**315,128**	**263,298**	**-**	**383,772**	**1,520,664**
EXPENSE							
PERSONNEL	-	-	-	-	-	80,782	179,246
SUPPLIES AND MATERIALS	-	62,548	-	-	-	180,929	254,276
PROF/CONTRACTUAL SERV	-	-	-	-	-	14,938	214,223
MAINTENANCE & REPAIR	103,005	-	18,898	-	-	103,104	272,367
UTILITIES	-	-	-	-	-	4,020	12,056
OTHER/MISC.	-	-	-	-	-	-	23,039
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	993,608	-	-	993,608
INTERFUND ACTIVITY	-	-	-	-	-	-	14,379
Total	**103,005**	**62,548**	**18,898**	**993,608**	**-**	**383,772**	**1,963,193**
Surplus (Deficit)	**(93,001)**	**(62,350)**	**296,230**	**(730,310)**	**-**	**-**	**(442,529)**
Ending Fund Balance	**$ 139,102**	**$ (40,585)**	**$ 1,042,760**	**$ 21,353,727**	**$ 834,893**	**$ (77,634)**	**$ 25,097,805**

City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: February 28, 2025

	Par Value	Book Value	Market Value	Ratio Market-to-Book Value
Beginning Balances				
Cash	$ 17,509,626.56	$ 17,509,626.56	$ 17,509,626.56	100.00%
Investments	35,440,539.01	35,440,539.01	35,440,539.01	100.00%
Total	$ 52,950,165.57	$ 52,950,165.57	$ 52,950,165.57	100.00%
Activity				
Cash	$1,223,185.84	1,223,185.84	1,223,185.84	
Investments				
Net Accretion & Amortization		-	-	
Purchases	250,000.00	250,000.00	250,000.00	
Maturities/Calls		-	-	
Changes to Market Value		-		
Withdrawals/Deposits	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)	
Interest Earnings	74,598.33	74,598.33	74,598.33	
Net Monthly Activity	$547,784.17	547,784.17	547,784.17	
Ending Balances				
Cash	18,732,812.40	18,732,812.40	18,732,812.40	100.00%
Investments	34,765,137.34	34,765,137.34	34,765,137.34	100.00%
Total	$ 53,497,949.74	$ 53,497,949.74	$ 53,497,949.74	100.00%

City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: February 28, 2025

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase Price	Purchase Yield	Purchase Principal	Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
N/A	N/A	N/A	Prosperity Bank - Cash	$5,607,473		$ 100.000	0.200%	$5,607,473	$ 5,607,473	$ 5,607,473	$ -	1
N/A	N/A	N/A	BNY Mellon - Cash Reserve	226,975		100.000	0.000%	226,975	226,975	226,975	-	1
N/A	N/A	N/A	TexSTAR - Local Government Investment Pool	5,474,030		100.000	4.390%	5,474,030	5,474,030	5,474,030	-	1
N/A	N/A	N/A	TexSTAR - General Obligation Bond 2014	10,964,205		100.000	4.390%	10,964,205	10,964,205	10,964,205	-	1
N/A	N/A	N/A	FNC - Cash, Money Funds, & Bank Deposits	375,872		100.000	0.010%	375,872	375,872	375,872	-	1
N/A	N/A	N/A	FNC PEDC - Cash, Money Funds, & Bank Deposits	306,200		100.000	0.010%	306,200	306,200	306,200	-	1
2/18/2022	2/18/2025	3130AQRN5	Bond - Federal Home Loan Bank	-		100.000	1.150%	-	-	-	-	-10
4/5/2022	4/5/2025	14042TFC6	CD - Capital One Bank	250,000		100.000	2.580%	250,000	250,000	$250,000.00	-	36
2/18/2022	2/18/2025	05580AJ39	CD - BMW Bank North America	-		100.000	1.460%	-	-	-	-	-10
5/11/2022	5/19/2025	02007GRK1	CD - Ally Bank	250,000		100.000	3.100%	250,000	250,000	$250,000.00	-	80
5/11/2022	5/19/2025	0258ACS9	CD - American Express	250,000		100.000	3.100%	250,000	250,000	$250,000.00	-	80
5/11/2022	5/19/2025	140442RRH6	CD - Capital One National Bank	250,000		100.000	3.100%	250,000	250,000	$250,000.00	-	80
5/11/2022	5/19/2025	61690UJ43	CD - Morgan Stanley Bank	250,000		100.000	3.150%	250,000	250,000	$250,000.00	-	80
5/11/2022	5/19/2025	61768EJP9	CD - Morgan Stanley Private Bank	250,000		100.000	3.150%	250,000	250,000	$250,000.00	-	80
5/25/2022	5/27/2025	06740KQN0	CD- Barclays Bank	250,000		100.000	3.050%	250,000	250,000	$250,000.00	-	88
5/25/2022	5/27/2025	254673E69	CD - Discover Bank	250,000		100.000	3.100%	250,000	250,000	$250,000.00	-	88
6/30/2022	6/30/2025	90348J4C1	CD - UBS Bank	250,000		100.000	3.300%	250,000	250,000	$250,000.00	-	122
7/22/2022	7/22/2025	87164XN36	CD - Synchrony Bank	250,000		100.000	3.050%	250,000	250,000	$250,000.00	-	144
7/25/2022	7/25/2025	32022RRW9	CD - First Financial Bank	250,000		100.000	3.050%	250,000	250,000	$250,000.00	-	147
9/28/2022	9/29/2025	307811EZ8	CD - Farmers & Merchants Bank	250,000		100.000	3.750%	250,000	250,000	$250,000.00	-	213
9/29/2022	9/29/2025	8266GET7	CD - Signature Bank	250,000		100.000	4.050%	250,000	250,000	$250,000.00	-	213
9/30/2022	9/30/2025	32112UEC1	CD - First National Bank	250,000		100.000	3.750%	250,000	250,000	$250,000.00	-	214
9/30/2022	9/30/2025	52470QCA0	CD - Legacy Bank & Trust	250,000		100.000	4.000%	250,000	250,000	$250,000.00	-	214

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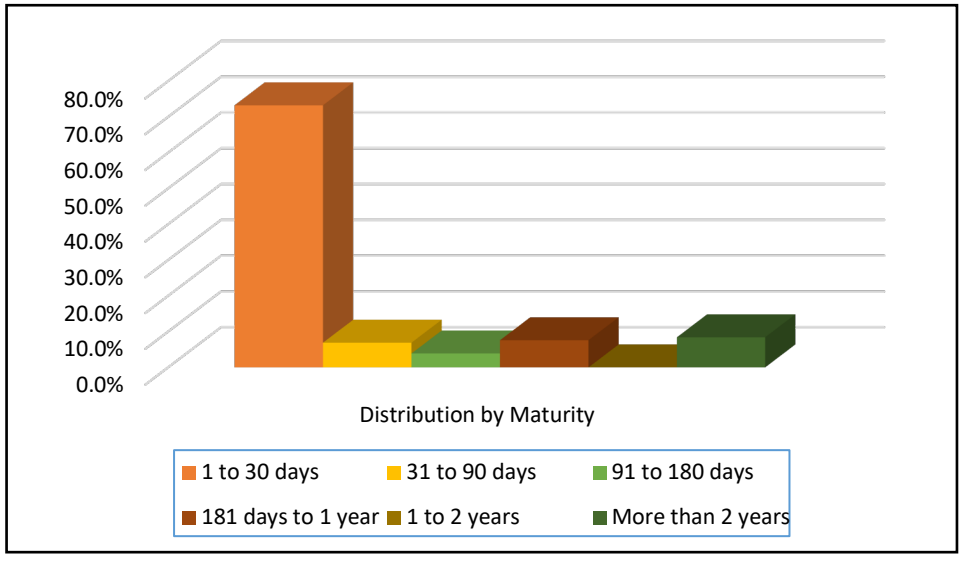
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase Price	Purchase Yield	Purchase Principal	Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
10/7/2022	4/7/2025	84229LAX0	CD - Southern Bank	250,000		100.000	3.740%	250,000	250,000	$250,000.00	-	38
10/13/2022	10/14/2025	07815ACD7	CD - Bell St Bank & Trust	250,000		100.000	4.210%	250,000	250,000	$250,000.00	-	228
10/14/2022	4/14/2025	620476BB6	CD - Mound City Bank	250,000		100.000	4.160%	250,000	250,000	$250,000.00	-	45
10/26/2022	10/28/2024	23204HLJ5	CD - Customers Bank	-		100.000	4.510%	-	-	-	-	-123
10/28/2022	10/28/2025	319477AN5	CD - First Citizens Bank & Trust	250,000		100.000	4.700%	250,000	250,000	$250,000.00	-	242
11/15/2022	8/15/2024	66476QDC9	CD - Northern Bank & Trust	-		100.000	4.750%	-	-	-	-	-197
9/20/2019	9/20/2025	182001541	CD - Prosperity Bank	168,579		100.000	1.900%	168,579	168,579	168,579	-	204
9/20/2020	9/20/2024	182001540	CD - Prosperity Bank	165,252		100.000	0.500%	165,252	165,252	165,252	-	-161
9/27/2022	10/15/2024	62384RAQ9	CD - Mountain Amer Cr Un	-		100.000	4.750%	-	-	-	-	-136
11/23/2022	11/24/2025	849061AA4	CD - Spokane Teachers Cr Un	248,000		100.000	5.000%	248,000	248,000	249,386	1,386	269
11/28/2022	5/28/2024	397129AJ6	CD - Greenwood Cr Un	-		100.000	4.950%	-	-	-	-	-276
11/28/2022	11/28/2025	07181JAX	CD - Baxter Cr Un	248,000		100.000	4.950%	248,000	248,000	249,225	1,225	273
12/30/2022	12/30/2025	01882MAD4	CD - Alliant Cr Un	248,000		100.000	5.100%	248,000	248,000	249,669	1,669	305
1/20/2023	7/22/2024	564759RU4	CD - Manufacturers & Traders Tr Co (PEDC)	-		100.000	4.600%	-	-	-	-	-221
1/31/2023	7/31/2024	33651FAH2	CD - First Source Fed Cr Un	-		100.000	4.750%	-	-	-	-	-212
2/15/2023	2/14/2025	369674CJ3	CD - General Electric Cr Un	-		100.000	5.000%	-	-	-	-	-14
2/24/2023	2/24/2025	87868YAJ2	CD - Technology Cr Un San Jose	-		100.000	5.000%	-	-	-	-	-4
3/8/2023	3/8/2028	011852AE0	CD - Alaska USA Fed Cr Un	249,000		100.000	4.600%	249,000	249,000	251,321	2,321	1104
3/10/2023	3/10/2028	92891CCZ3	CD - Vystar Cr Un	249,000		100.000	4.550%	249,000	249,000	250,980	1,980	1106
5/24/2023	5/27/2025	59001PAT6	CD - Meritrust Fed Cr Un	150,000		100.000	5.000%	150,000	150,000	150,381	381	88
5/30/2023	5/30/2025	67054NBG7	CD - Numerica Cr Un	250,000		100.000	5.000%	250,000	250,000	250,433	433	91
7/14/2023	7/14/2028	91739JAA3	CD - Utah First Fed Cr Un	249,000		100.000	4.750%	249,000	249,000	257,366	8,366	1232

City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: February 28, 2025

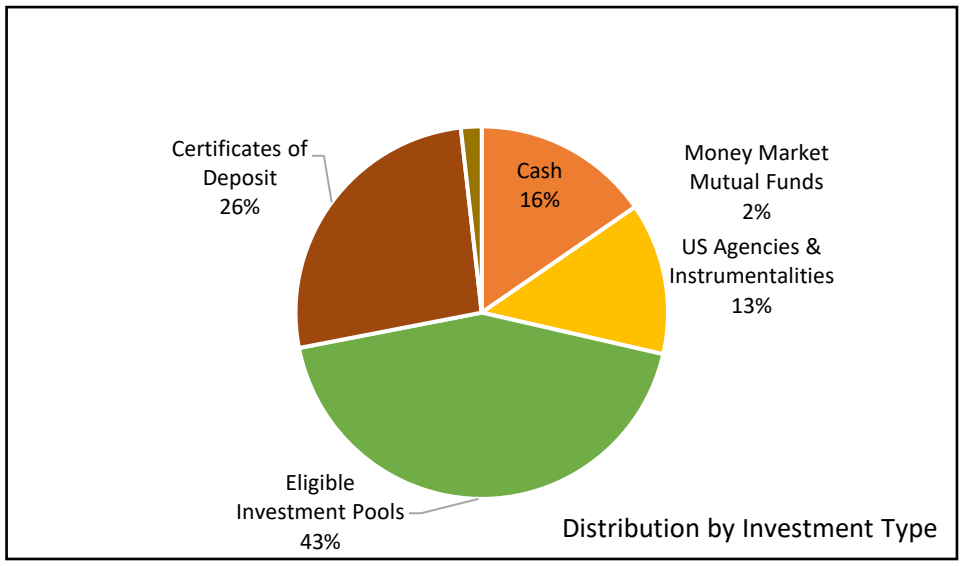
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase Price	Purchase Yield	Purchase Principal	Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
2/16/2024	2/14/2025	3135GAP62	Bond - Federal Natl Mtg Assn (CIP)	5,000,000		100.000	5.000%	5,000,000	5,000,000	$5,000,000.00	-	-14
2/28/2024	3/1/2027	01025RAP4	SH CTF - Alabama Cr Un	250,000		100.000	4.500%	250,000	250,000	$250,000.00	-	731
2/28/2024	3/1/2027	30960QAW7	SH CTF - Farmers Ins Group Fed Cr Un	250,000		100.000	4.500%	250,000	250,000	$250,000.00	-	731
4/16/2024	8/31/2025	TSRYS5638348	US Treasury Securities NTS	500,000		100.000	5.000%	500,000	500,000	$500,000.00	-	184
6/13/2024	6/14/2027	32026U5Y8	CD - First Fndtn Bk	240,000		100.000	4.900%	240,000	240,000	243,310	3,310	836
6/28/2024	6/28/2027	32023HBT4	CD - First Fed Svgs & Ln	248,000		100.000	5.250%	248,000	248,000	250,490	2,490	850
7/19/2024	7/21/2025	89841MBG1	CD - Trustone Finl Cr Un (PEDC)	248,000		100.000	5.100%	248,000	248,000	248,593	593	143
7/22/2024	7/21/2028	19058RAG6	CD - Coastal1 Cr Un	244,000		100.000	4.550%	244,000	244,000	246,169	2,169	1239
7/30/2024	7/30/2029	18507MAD3	CD - Clearpath Fed Cr Un	248,000		100.000	5.400%	248,000	248,000	248,985	985	1613
7/31/2024	7/31/2025	291916AQ7	CD - Empower Fed Cr Un (PEDC)	244,000		100.000	5.100%	244,000	244,000	244,630	630	153
7/31/2024	8/2/2027	795451DN0	CD - Sallie Mae Bk	250,000		100.000	5.000%	250,000	250,000	$250,000.00	-	885
7/9/2024	1/10/2028	74048CBG6	CD - Premier Cmnty Bk	250,000		100.000	4.450%	250,000	250,000	$250,000.00	-	1046
8/23/2024	8/23/2027	44330U3E0	CD - HSBC Bk	250,000		100.000	4.200%	250,000	250,000	$250,000.00	-	906
8/12/2024	8/12/2027	3133ERNT4	Bond - Fed Farm Cr Bk	-		100.000	4.950%	-	-	-	-	895
9/13/2024	9/13/2027	87164DXJ4	CD - Synovus Bk	250,000		100.000	4.500%	250,000	250,000	$250,000.00	-	927
2/20/2025	2/22/2027	06051XQE5	BANK AMER NA	$250,000.00		100.000	4.250%	$250,000.00	$250,000.00	250,608	608	724
2/21/2025	1/21/2028	02554BGM7	AMERICAN EAGLE BK	$200,000.00		100.000	4.000%	$200,000.00	$200,000.00	199,126	(874)	1057
2/26/2025	2/22/2027	856288AW5	STATE BK INDIA NEW	$250,000.00		100.000	4.250%	$250,000.00	$250,000.00	250,608	608	724
2/26/2025	11/26/2027	856528FN9	STATE BK TEX DALLAS	$250,000.00		100.000	4.200%	$250,000.00	$250,000.00	250,285	285	1001
2/28/2025	11/30/2026	033537BQ3	ANDERSON BROS BK	$250,000.00		100.000	4.250%	$250,000.00	$250,000.00	250,515	515	640
Totals/Weighted Average				$38,401,585			3.675%	$38,401,585	$ 38,401,585	$ 27,880,662	$ 29,077	111
Benchmark - 4 Weeks Coupon Equivalent- Treasury Bill Rate							4.320%					

City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: February 28, 2025

Distribution by Maturity	Par Value	Percent
1 to 30 days	$28,120,006	73.2%
31 to 90 days	2,650,000	6.9%
91 to 180 days	1,492,000	3.9%
181 days to 1 year	2,912,579	7.6%
1 to 2 years	-	0.0%
More than 2 years	3,227,000	8.4%
	$ 38,401,585	100.0%



Distribution by Investment Type	Book Value	Percent
Cash	$5,834,448	15.2%
US Agencies & Instrumentalities	5,000,000	13.0%
Eligible Investment Pools	16,438,236	42.8%
Certificates of Deposit	9,946,830	25.9%
US Treasury Bills / Notes / Bonds	500,000	1.3%
Money Market Mutual Funds	682,071	1.8%
Repurchase Agreements	-	0.0%
	$ 38,401,585	100.0%



City of Palestine, Texas
Cash and Investment Distribution by Fund
For the Month Ending: February 28, 2025

Transaction Information		010	200	215	240	250	251	252
Description	Security Type	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECON. DEV. CORP. (PEDC)	AIRPORT FUND	MUNICIPAL COURT - BLDG. SECURITY	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY
TexSTAR	Investment Pool	$ 3,564,197	$ 297,890	$ 702,614	$ 110,488	$ 20,683	$ 15,756	36,408
FNC/Pershing	Cash, Money Funds, & Bank Dep.	$ 253,740	$ 21,207	$ 356,219	$ 7,866	$ 1,472	$ 1,122	2,592
CD's	Certificates of Deposit	$ 6,382,675	$ 533,453	$ 1,750,223	$ 197,860	$ 37,039	$ 28,215	65,198
Total of Investments		10,200,612	852,550	2,809,056	316,214	59,195	45,092	104,198
Cash		2,624,334	761,792	81,353	15,229	11,601	26,807	29,654
Total Investments & Cash		12,824,946	1,614,342	2,890,409	331,443	70,796	71,899	133,852

Transaction Information		260	270	271	280	281	290	310
Description	Security Type	PD FORFEITURE FUND	COMMUNITY FOREST	PERPETUAL CEMETERY FUND	GRANTS	RESTRICTED DONATIONS	STREET MAINT. TAX FUND	DEBT SERVICE FUND
TexSTAR	Investment Pool	40,274	229,898	17,498	(9,605)	-	336,888	(32,652)
FNC/Pershing	Cash, Money Funds, & Bank Dep.	2,867	16,367	1,246	(684)	-	23,983	(2,325)
CD's	Certificates of Deposit	72,122	411,696	31,335	(17,200)	-	603,290	(58,472)
Total of Investments		115,264	657,961	50,079	(27,488)	-	964,161	(93,448)
Cash		12,884	219,337	(7,072)	-	-	248,052	169,275
Total Investments & Cash		128,148	877,298	43,007	(27,488)	$ -	$ 1,212,213	75,827

Transaction Information		400	610	620	740	770	TOTAL
Description	Security Type	GENERAL CIP FUND	W/WW UTILITY FUND	SANITATION	EQUIPMENT REPLACEMENT FUND	FLEET FUND	
TexSTAR	Investment Pool	11,139,705	44,483	(72,019)	-	(4,271)	16,438,236
FNC/Pershing	Cash, Money Funds, & Bank Dep.	12,494	(10,665)	(5,127)	-	(304)	682,071
CD's	Certificates of Deposit	7,289,800	(268,265)	(128,970)	-	(7,648)	16,922,350
Total of Investments		18,441,998	(234,447)	(206,116)	-	(12,223)	34,042,657
Cash		(3,145)	116,674	(53,028)	(24,042)	129,221	4,358,928
Total Investments & Cash		$ 18,438,854	$ (117,773)	$ (259,143)	$ (24,042)	$ 116,998	$ 38,401,585

City of Palestine, Texas
Summary of Investment Earnings by Fund
For the Month Ending: February 28, 2025

Description	010 GENERAL FUND	200 HOTEL OCCUPANCY TAX	215 PALESTINE ECONOMIC DEV. CORP. (PEDC)	240 AIRPORT	250 MUNICIPAL COURT - BLDG SECURITY FUND	251 MUNICIPAL COURT - TECH. FUND	252 MUNICIPAL COURT - CHILD SAFETY FEES
Bank Interest	1,972.82	164.88	634.48	61.16	11.45	8.72	20.15
TexSTAR	11,885.58	993.38	2,343.02	368.45	68.97	52.54	121.41
FNC/Pershing	269.81	22.55	852.58	8.36	1.57	1.19	2.76
CD's	20,530.11	1,715.87	5,971.99	636.42	119.14	90.75	209.71
Total	34,658.31	2,896.68	9,802.07	1,074.39	201.13	153.21	$ 354.03

Description	260 PD FORFEITURE FUND	270 COMMUNITY FOREST	271 PERPETUAL CEMETERY FUND	280 GRANTS	281 RESTRICTED DONATIONS	290 STREET MAINT. TAX FUND	310 DEBT SERVICE FUND
Bank Interest	22.29	127.25	9.69	(5.32)	-	186.47	(18.07)
TexSTAR	134.30	766.64	58.35	(32.03)	-	1,123.42	(108.88)
FNC/Pershing	3.05	17.40	1.32	(0.73)	-	25.50	(2.47)
CD's	231.98	1,324.24	100.79	(55.32)	-	1,940.50	(188.08)
Total	391.63	2,235.53	170.15	(93.39)	-	3,275.90	(317.50)

Description	400 GENERAL CIP FUND	610 W/WW UTILITY FUND	620 SANITATION FUND	740 EQUIPMENT REPLACEMENT FUND	770 FLEET FUND	TOTAL
Bank Interest	97.14	(82.92)	(39.86)	-	(2.36)	3,167.97
TexSTAR	37,145.87	148.34	(240.16)	-	(14.24)	54,814.95
FNC/Pershing	13.29	(11.34)	(5.45)	-	(0.32)	1,199.06
CD's	23,508.20	(862.89)	(414.84)	-	(24.60)	54,834.00
Total	$ 60,764.50	$ (808.81)	$ (700.31)	$ -	$ (41.53)	$ 114,015.98

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

Andrew Sibai
Finance Director

Agenda Date:	April 14, 2025
To:	City Council
From:	Susan Davis, Planning Technician
Agenda Item:	Development Services Report for March 2025
Date Submitted:	04/08/2025

SUMMARY:

Development Services Report for March 2025.

RECOMMENDED ACTION:

No action necessary.

CITY MANAGER APPROVAL:

Attachments

Department Report

DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
March 1-31, 2025

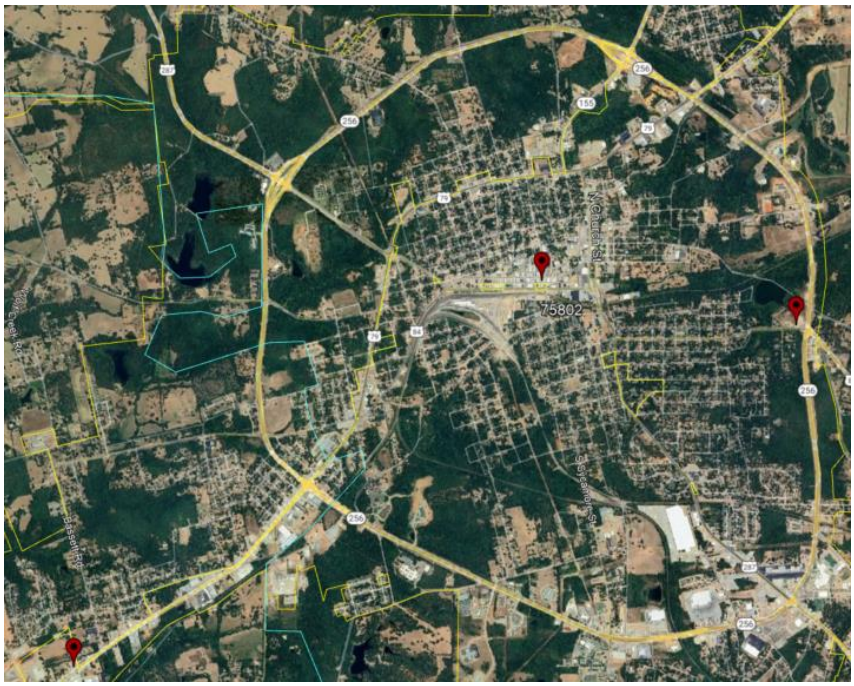
PERMITTING TOTALS

BUILDING and LICENSE PERMITS

Permit Type	March Permit Count	March Permit Fees	Permit Count / Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	7	$12,331.54	64	$181,352.11
CERTIFICATE OF OCCUPANCY	3	$240	33	$2,660
DRIVEWAY	1	$50	4	$200
FENCE	1	$50	9	$450
ROOFING	6	$918.84	28	$2,543.73
DEMOLITION	2	$125	16	$800
RIGHT OF WAY	2	$300	6	$1,850
COMMERCIAL ELECTRICAL	5	$483	20	$2,286.95
RESIDENTIAL ELECTRICAL	11	$1,113	79	$9,933
MECHANICAL	1	$0	9	$840
GAS TEST	1	$105	38	$3,990
PLUMBING	8	$630	32	$2,978
SIGN	0	$0	11	$750
SPECIFIC USE	3	$900	9	$2,400
CONTRACTOR LICENSE	11	$1,375	46	$5,750
HEALTH PERMITS	35	$6,900	110	$30,550
ZONING VERIFICATION LETTERS	0	$0	4	$120
PLAT	1	$200	9	$1,701
COMMERCIAL FILMING	1	0	1	$0
Totals:	**99**	**$25,721.38**	**528**	**$251,154.79**

DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
March 1-31, 2025

CERTIFICATE OF OCCUPANCY ISSUED Name	Address	Description
BACKROADS	108 W OAK ST	PRIVATE CLUB
ATLAS BUILDING SYSTEMS, INC	1515 E PARK ST.	PORTABLE BUILDING SALES
ATLAS BUILDING SYSTEMS, INC	4403 W OAK ST	PORTABLE BUILDING SALES

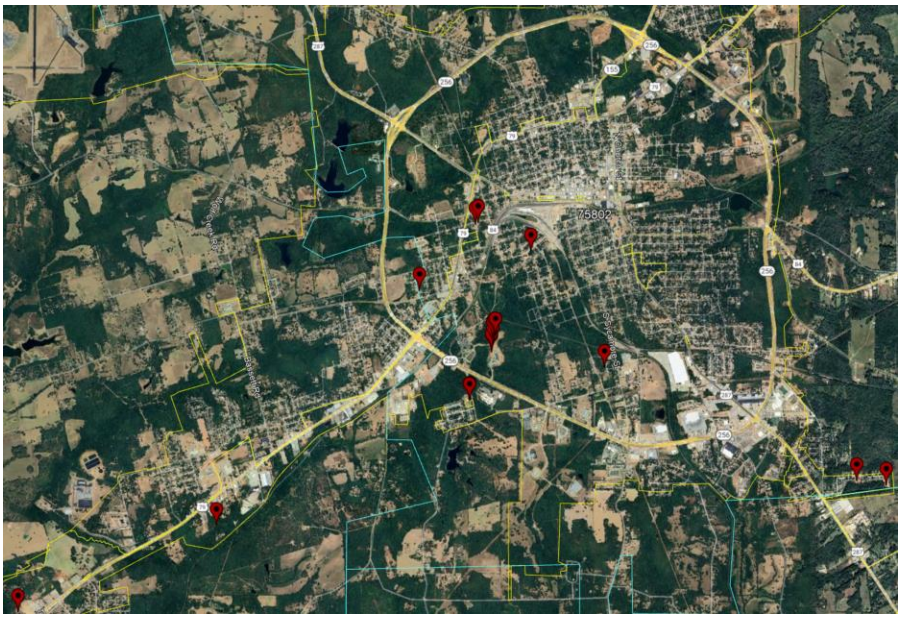


PERMITTING PROJECTS / NEW BUSINESS OCCUPANCIES

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
111 Cartmell Dr	2355	210,000
Total		**$3,506,000**



COMMERCIAL CONSTRUCTION UNDER REVIEW

Name	Address	Description
GRACE & TRUTH	924 N ESPLANADE	ADDITION
FOODIE RUSH	1103 E PALESTINE AVE	REMODEL
REDEEMED CHRISTIAN CHURCH OF GOD	4101 N LOOP 256	NEW BUILD CHURCH
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
MOON LIGHT MANAGEMENT LLC	2601 HWY 155	NEW CONVIENIENCE STORE

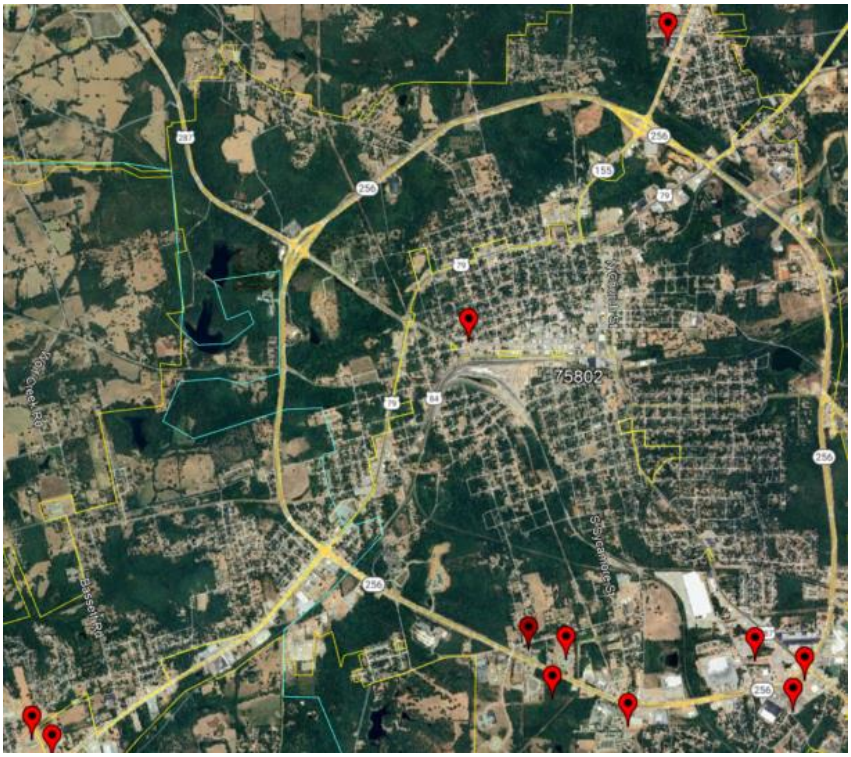
DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
March 1-31, 2025

BUREAU VERITAS SUBMISSIONS

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

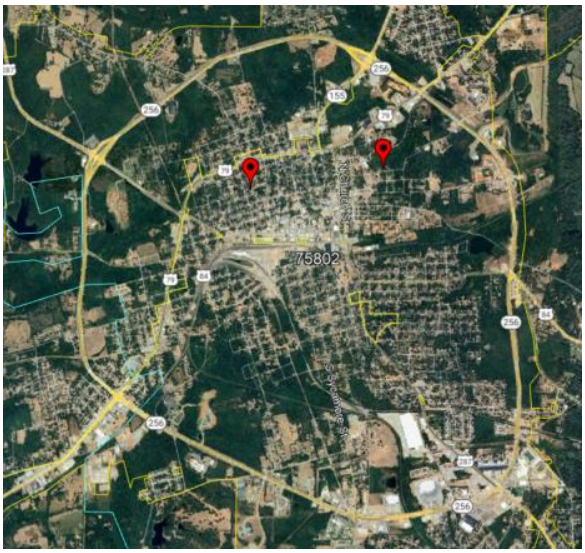
COMMERCIAL CONSTRUCTION IN PROGRESS

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
DOGWOOD CAFE	917 W DEBARD ST.	Remodel-Finish out	150,000
TOTAL:			**$72,608,946**



DEMOLITIONS

OWNER/CITY DEMOLISHED	ADDRESS
OWNER DEMOLISHED	913 N JACKSON
OWNER DEMOLISHED	1011 BIRCH ST



DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
March 1-31, 2025

CODE VIOLATIONS

YTD 2025	Jan	Feb	Mar	Apl		Total
Code Violations of Month						
Maintenance Property	31	43	27	3		104
Trash/Rubbish	19	36	23	5		83
Tall Weeds & Grass	9	14	22	16		61
Vehicles/Trl	24	35	24	2		85
Other Violations	29	38	23	8		98
Substandard	0	0	38	0		38
Animal Control	12	14	0	2		28
Illegal Dumping Sites	32	18	14	1		65
Estimated Total Weight Removed	3307	375	1537	200		5419
Total Violations Observed	156	198	171	37		562
Community Hours Worked				12.5		12.5
Municipal Court Filings	6	1				7

Agenda Date:	April 14, 2025
To:	City Council
From:	Shannon Davis, Fire Department Chief
Agenda Item:	March 2025 Fire Monthly Report
Date Submitted:	04/04/2025

SUMMARY:

Monthly Fire Report March 2025

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

Fire Report

first due

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

Monthly Call Report - 2025

INCIDENT TYPE	COL_1
120 - Fire in mobile prop. used as a fixed struc., other	1
130 - Mobile property (vehicle) fire, other	1
141 - Forest, woods or wildland fire	2
142 - Brush or brush-and-grass mixture fire	1
143 - Grass fire	1
151 - Outside rubbish, trash or waste fire	1
160 - Special outside fire, other	1
251 - Excessive heat, scorch burns with no ignition	1
300 - Rescue, EMS incident, other	1
311 - Medical assist, assist EMS crew	113
320 - Emergency medical service incident, other	36
322 - Motor vehicle accident with injuries	12
323 - Motor vehicle/pedestrian accident (MV Ped)	2
324 - Motor vehicle accident with no injuries.	19
353 - Removal of victim(s) from stalled elevator	1
400 - Hazardous condition, other	4
411 - Gasoline or other flammable liquid spill	1
412 - Gas leak (natural gas or LPG)	2
440 - Electrical wiring/equipment problem, other	1
444 - Power line down	4
445 - Arcing, shorted electrical equipment	1
461 - Building or structure weakened or collapsed	1
462 - Aircraft standby	1
480 - Attempted burning, illegal action, other	2
500 - Service Call, other	1
510 - Person in distress, other	1
531 - Smoke or odor removal	1
550 - Public service assistance, other	3
553 - Public service	2
561 - Unauthorized burning	6
611 - Dispatched & canceled en route	8

Monthly Call Report - 2025

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

INCIDENT TYPE	COL_1
622 - No incident found on arrival at dispatch address	1
651 - Smoke scare, odor of smoke	1
700 - False alarm or false call, other	17
745 - Alarm system activation, no fire - unintentional	1
900 - Special type of incident, other	1
Total	253

Agenda Date:	April 14, 2025
To:	City Council
From:	Ana Sanchez, Library Director
Agenda Item:	Library Report March 2025
Date Submitted:	04/08/2025

SUMMARY:

Review the Library Director's report, including the statistics and charts usage report for March 2025. Included is the April 2025 Calendar of Events. The Summer Reading Club 2025 promotion begins this month. Library staff will attend community events such as United Way Literacy Festival, Story School Career Day, and the Farmer's Market community day. Summer Reading Club runs June 2-July 13. Registration begins on May 7, 2025. Registration can be in-person or readerzone.com, code#4b93c.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

MARST
MARCH
APR25CAL
PPLSRC25

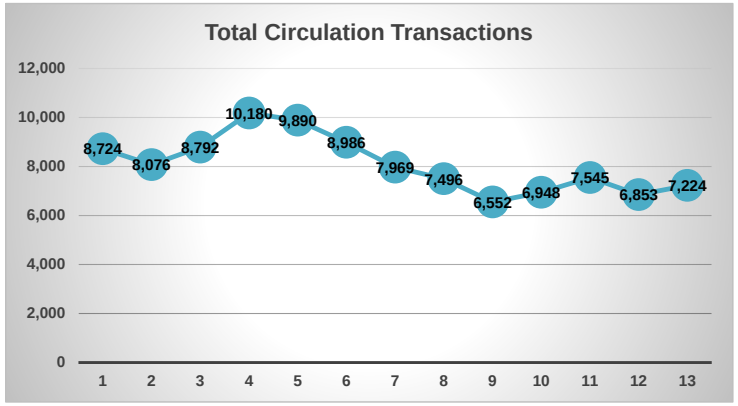
Library Usage Report

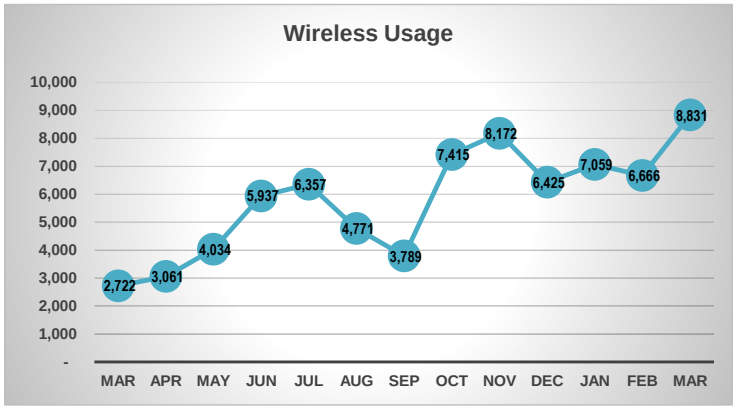
	2024										2025			
Operating Statistics	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**TOTAL**
Items circulated-Physical Materials (includes check out, check in, renewals, in-house)	5,391	5,803	5,730	7,205	6,924	6,093	5,141	4,788	4,893	4,449	4,769	4,366	4,475	**70,027**
Print	4,462	4,978	4,817	6,245	5,865	5,183	4,199	3,917	3,470	3,609	3,770	3,750	3,840	**58,105**
Audio	190	150	180	189	157	126	141	144	119	122	113	130	102	**1,863**
Video	739	675	733	771	902	784	801	727	522	718	886	486	533	**9,277**
Downloadable audio/ebook usage	3,333	2,273	3,062	2,975	2,966	2,893	2,828	2,708	2,441	2,499	2,776	2,487	2,749	**35,990**
Total Circulation Transactions	**8,724**	**8,076**	**8,792**	**10,180**	**9,890**	**8,986**	**7,969**	**7,496**	**6,552**	**6,948**	**7,545**	**6,853**	**7,224**	**83,613**
Downloadable checkouts as % of total checkouts	38.20%	28.15%	34.83%	29.22%	29.99%	32.19%	35.49%	36.13%	37.26%	35.97%	36.79%	36.29%	38.05%	**43.04%**
In-House Use	414	387	501	568	440	359	253	361	340	359	413	507	497	**5,399**
Holds placed on items	19	24	30	29	35	32	23	24	37	20	28	44	25	**370**
Fines paid	$523.99	$ 460.91	$ 638.84	$ 671.99	$ 708.70	$ 377.99	$ 329.46	$ 343.19	$ 266.84	$ 479.05	$ 406.52	$ 385.54	$263.86	**5,857**
Overdue notices sent	125	143	202	286	426	279	240	308	192	123	86	90	250	**2,750**
Items added	89	72	60	75	67	52	32	74	49	64	93	96	126	**949**
Items deleted	378	276	11	8	191	234	184	4	18	24	12	43	127	**1,510**
New library cards issued	89	85	102	145	105	77	85	74	64	53	100	79	86	**1,144**
Reference questions answered	1,595	1,704	1,491	1,793	1,631	1,325	1,071	1,037	782	880	1,139	1,039	1,002	**16,489**
Interlibrary Loan Borrow/Loan	9	26	10	6	6	13	10	15	11	10	11	20	16	**163**
Library visits	2,622	2,971	2,906	3,443	3,033	2,668	2,368	2,757	2,216	2,290	2,510	2,319	2,653	**34,756**
Youth/Family programs attendance	290	416	394	1,141	77	75	190	238	252	137	183	110	178	**3,681**
Adult programs attendance	67	316	43	29	50	51	78	153	83	229	77	155	90	**1,421**
Computer usage	519	522	470	546	511	427	476	480	347	459	527	507	407	**6,198**
Wireless usage	2,722	3,061	4,034	5,937	6,357	4,771	3,789	7,415	8,172	6,425	7,059	6,666	8,831	**75,239**

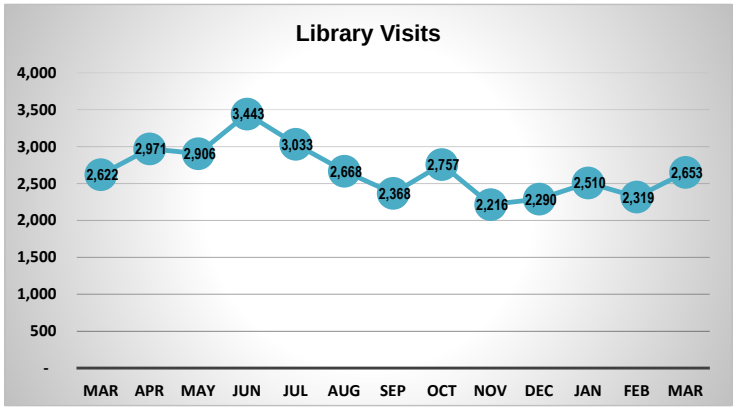
Program Attendance	
Youth-Passive	0
Youth -Active	171
Total	**171**
Teen-Passive	0
Teen Active	6
Total	**6**
Adult-Passive	0
Adult Active	90
Total	**94**
Total Programs Attendance	**271**

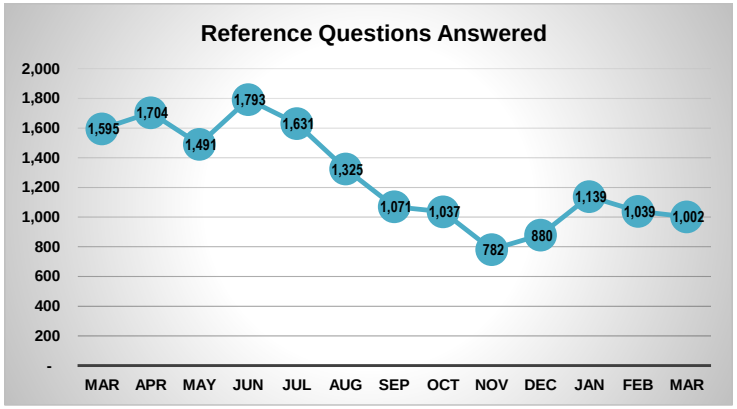
GED Class attendance **105**

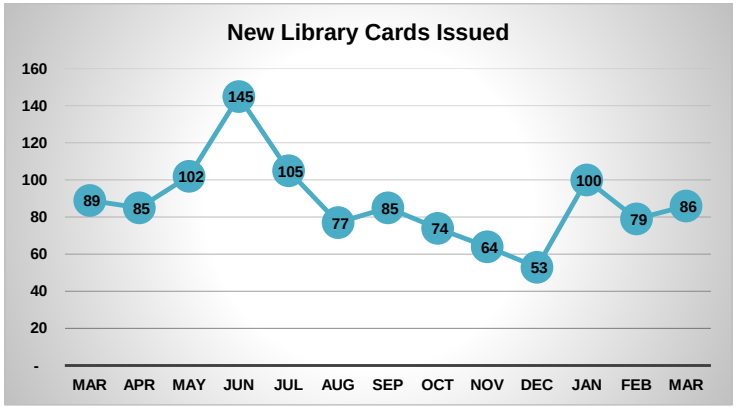
2024-2025 USAGE REPORT

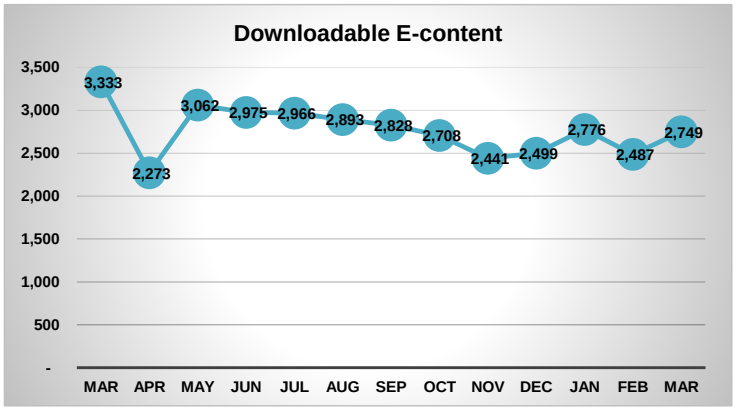












APRIL 2025

Program Ages: 0-6 | 5 & up | 5-18 | 12-18 | 18+

SUNDAY CLOSED	MONDAY 10-6	TUESDAY 10-6	WEDNESDAY 10-6	THURSDAY 10-7	FRIDAY 10-6	SATURDAY 11-1
		1	No Storytime 2	3	Device Advice 10-11 4	Tai Chi 10-11 5
6	Open Play @ 1 LEGO BLOCK HOUR 4:30-5:30 7	Stitch with Love 10-12 8	Story Time 10:30 & 1 9	5:30-7 Teen D&D 10	10-11 Device Advice 10-12 Watercolor 4-FAMILY MOVIE 11	Tai Chi 10-11 PAPERCRAFTS 10:30-12:30 12
13	CHESS MEET UP 4:30-5:45 14	Stitch with Love 10-12 15	Story Time 10:30 & 1 16	Craft Night Soap Carving 5-7 17	CLOSED 18	CLOSED 19
HAPPY EASTER 20	21	Stitch with Love 10-12 22	Story Time 10:30 & 1 23	5:30-7 Teen D&D Anderson County Master Gardeners Assoc. @noon Brown bag lunch book talk @ 12 24	10-11 Device Advice 10-12 watercolor 25	Tai Chi 10-11 Speed Friending 10:30-12:30 26
27	28	Stitch with Love 10-12 29	Story Time 10:30 & 1 30	family movie Wreck-it Ralph	April Book Selection: Elon Musk by Walter Isaacson	

Palestine Public Library established 1882

PALESTINE PUBLIC LIBRARY

502 N. Queen St, Palestine, TX 75801 | 903.729.4121 | cityofpalestinetx.com/158/Library

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COLOR OUR WORLD™

Palestine Public Library

2025 Summer Reading Club

June 1-July 13, 2025

Sign-up at the library starting on May 7, 2025

In Person or on readerzone.com #4b93c

Log in your reading time starting June 2

CSLP™

THE CITY OF PALESTINE TEXAS 1846

Palestine Library Memorial Board, Inc.

Palestine Public Library established 1882

PALESTINE PUBLIC LIBRARY

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Agenda Date:	April 14, 2025
To:	City Council
From:	Courtney Acklin, Court Administrator
Agenda Item:	Municipal Court Report for March 2025
Date Submitted:	04/03/2025

SUMMARY:

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

- March's volume (charges filed) decreased from the previous month, as shown in the attached activity graphs.
- 101 warrants were issued.
- 143 warrants were cleared.
- 1 trial was conducted.
- Warrant Resolution Month was a success. The court cleared more warrants than issued and, as a result, collected more revenue in March than in the previous two fiscal years.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

Municipal Court March 2025 Monthly Report

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

		Traffic Misdemeanors		Non-Traffic Misdemeanors		Total
		Non-Parking	Parking	State Law	Ordinance	
1	**New Cases Filed During Month**	231	1	49	21	302
	Caseload Reporting - Primary Activity of the Court					
2	**Dispositions Prior to Trial:**					
A	Bonds Forfeited	0	0	0	0	0
B	Fined	93	0	25	8	126
C	Cases Dismissed	3	0	0	2	5
	Total Dispositions Prior to Trial	96	0	25	10	131
3	**Dispositions at Trial:**					
A	Plea of Guilty or Nolo Contendere	142	0	32	9	183
B1	Guilty by Judge	0	0	0	0	0
B2	Not Guilty by Judge	0	0	0	0	0
C1	Guilty by Jury	0	0	0	0	0
C2	Not Guilty by Jury	0	0	0	0	0
D	Dismissed at Trial	2	0	2	1	5
	Total Dispositions at Trial	144	0	34	10	188
4	**Cases Dismissed:**					
A	After Driver Safety Course	7	0	0	0	7
B	After Deferred Disposition	15	0	1	0	16
C	After Proof of Financial Responsibility	10	0	0	0	10
D	Compliance Dismissal	46	0	5	0	51
	Total Categorized Dismissals	78	0	6	0	84
5	**Community Service Ordered:**	0	0	3	2	5
6	**Cases Appealed**	0	0	0	0	0
	Totals 2,3,4,5	318	0	68	22	408

Warrant Activity

7	**Total Warrants Issued**	101	**Value of Warrants Issued**	$34,237.49
8	**Total Warrants Cleared**	143	**Value of Warrants Cleared**	$49,126.65

Juvenile Activity and Other Magistrate Functions

9	**Juvenile Activity**			
			10. DL Suspension Hearings	0
A	ABC Code Offenses (Non-Driving)	0	11. Property Hearings	0
B	DUI Alcohol	0	12. Search Warrants Issued	0
C	Health and Safety Code (Tobacco)	0	13. Total Magistrate Warnings Given	68
D	Transportation Code	2	A. Class C Misdemeanors Only	68
E	Non-Traffic Offenses	0	B. Felonies/A and B Misdemeanors	0
F	Waive Jurisdiction on Non-Traffic	0		
G	Drug Paraphernalia	0	**Total Court Fines and Fees**	**$ 75,060.85**

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

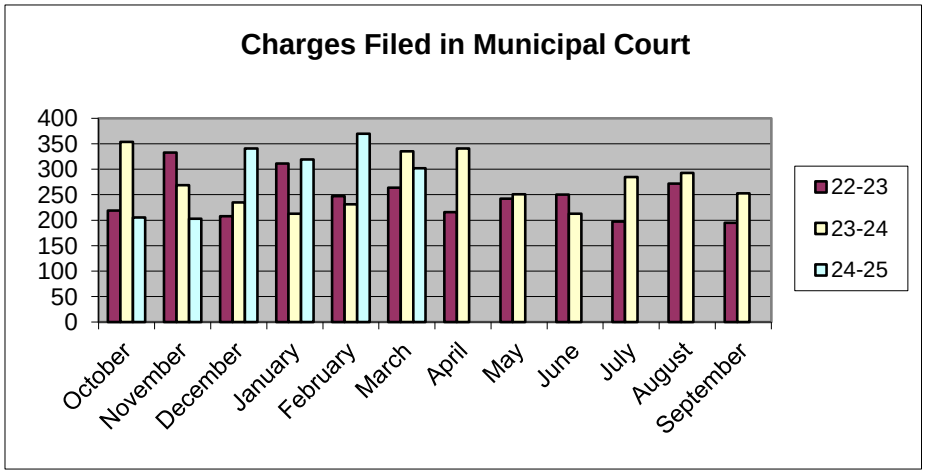
City of Palestine Municipal Court
Activity Report - FY 2024 - 2025

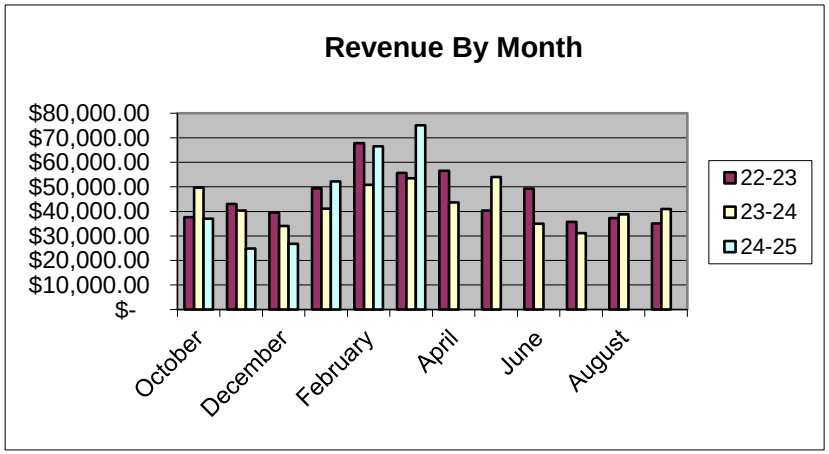
Charges Filed
All Tickets and Other Complaints

	22-23	23-24	24-25
October	219	354	205
November	333	269	203
December	208	235	341
January	311	213	319
February	247	231	370
March	264	335	302
April	216	341	
May	242	251	
June	250	213	
July	197	285	
August	272	293	
September	195	253	
Total	2954	3273	1740

Revenue

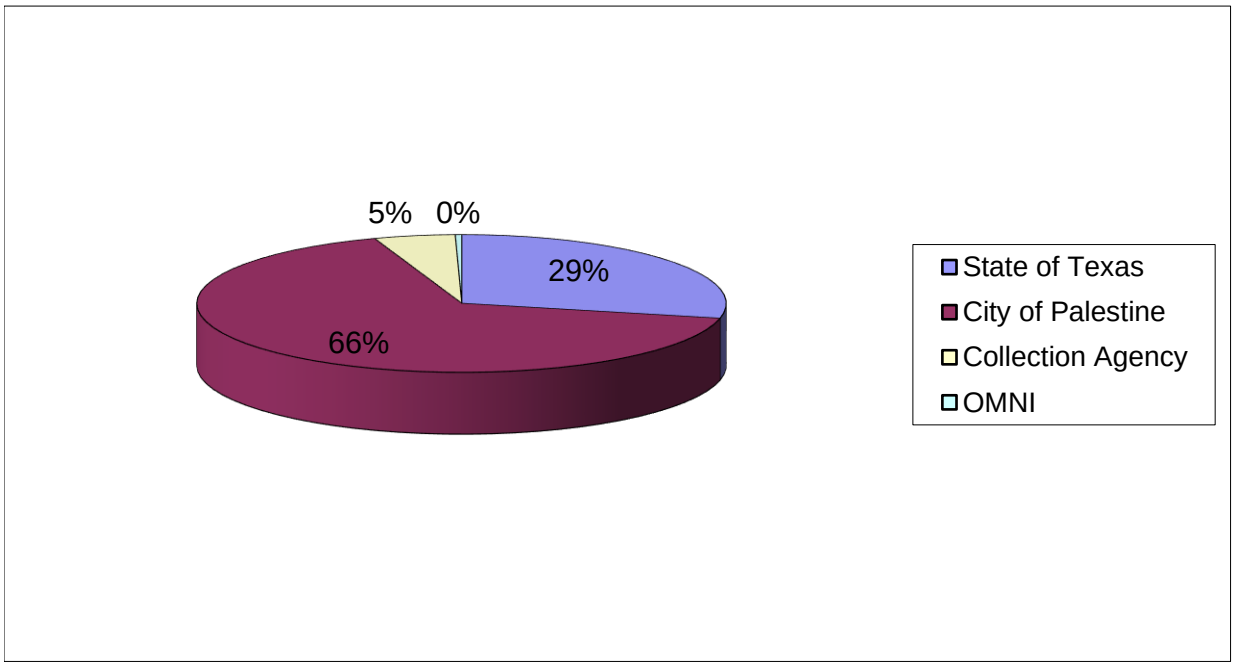
	22-23	23-24	24-25
October	$ 37,620.46	$ 49,619.84	$ 37,033.64
November	$ 43,003.81	$ 40,377.93	$ 24,876.73
December	$ 39,549.76	$ 34,022.00	$ 26,746.80
January	$ 49,458.48	$ 41,034.04	$ 52,154.53
February	$ 67,843.30	$ 50,782.19	$ 66,477.73
March	$ 55,648.71	$ 53,497.58	$ 75,060.85
April	$ 56,502.49	$ 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	$ 282,350.28





Where the Money Goes:

State of Texas	$	21,377.31
City of Palestine	$	49,671.50
Collection Agency	$	3,713.56
OMNI	$	298.48
Total Collections	$	75,060.85



Agenda Date:	April 14, 2025
To:	City Council
From:	Patsy Smith, Parks and Recreation Director
Agenda Item:	March 2025 Monthly Report for Parks and Recreation/Facility Maintenance
Date Submitted:	03/31/2025

SUMMARY:

March 2025 Parks and Recreation/Facility Maintenance Monthly Report

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

March Monthly Report 2025

Parks and Recreation Department
March 2025

Overview

The Parks and Recreation Department incorporates the following divisions.

Parks
Cemeteries
Lakes
Facilities Maintenance

The department includes 8 full time employees. The division oversees 38 individual locations totaling approximately 400 acres that are mowed and weedeated. We also clean 12 park restrooms (This includes toilets and sinks in all locations) daily M-F and handle all trash detail in the parks, cemeteries and Lakes including downtown.

Administration

- Prepared timesheets and turned in invoices for month
- Had meeting with parks guys regarding listening to instructions as given and not wavering from what was said and to stop being wasteful and to clean trucks weekly
- Met with First Light Technologies regarding solar lighting for Reagan Park
- Met with J&K Electrical to get better idea of estimate for hardwire lights verses solar lighting in our parks
- Reached out to City of Austing, Corpus Christi and Bryan College Station regarding SOP's for Code enforcement and gave to Development Services
- Gave quote for newspaper of Green's Park
- Spoke to Councilman Conner regarding setting up a meeting with PYSO and CM and staff to discuss complex
- Met with CR on bids for lift for parks
- Attended staff meeting on Tuesday 3-4
- Called Red Bud supplier to order 60 new cones
- Dismantled soap dispenser for complex and unclogged tubing and put back together
- Replaced solar panel on solar light and rewired
- Called Bailey Bark to get quote for 4 truck loads of fall surface for Reagan Park and Calhoun
- Completed evaluations for parks and facilities and sent through teams for CM to review
- Completed safety meeting with parks to incorporate the use of cones behind vehicles
- Attended cemetery mapping by use of teams
- Began putting new fishing lines on poles for family fish day

- Met with Vicki from Braly's on donations for Family Fish day event
- Began going through K&J plots at City Cemetery regarding numbing of lots
- Called Discount Playground Equipment to get bid for 2 pallets of 12" 4' plastic boarders for Calhoun Park
- Called Discount Playground Equipment to order a saucer swing for Reagan Park
- Myself and Asst. Director moved fridge from office area into small break room at warehouse
- Met with Master Gardner's regarding planting in flower beds City Hall and then spoke to Mrs. Ava at Dogwood Garden Club
- Attended council meeting on Monday 3-10
- Friday 3-1 finished doing section J of New Annex at City Cemetery
- Met Susan from Development Services at City Cemetery and went over few sections that we have discrepancies with
- Began creating spreadsheet on sections J&K from City Cemetery to provide to SAM before next cemetery meeting
- Attended cemetery mapping meeting by use of teams on 3-12 11 am
- Went to Reagan Park and caught a rooster that had been dumped and took to Barc Shelter
- Began repainting wall in warehouse where fridge and cabinets used to be located
- Began putting skirting on float for Dogwood Festival Parade
- Ordered 2 pallets of plastic boarder for Calhoun Playground
- Ordered 1 saucer swing for Reagan Park
- Met with CM to discuss pool and complex
- Myself and Asst. Director with Asst. HR did 4 interviews
- Met with CM to discuss Laza Case and speak to city attorney through TML
- Fixed signatures on Asst. Director and Fleet Supervisor computers for their emails
- Met with Mike Sercey regarding two bids for the roof at Farmer's Market, approved 2nd bid in amount of $2,000
- Met with Asst. Police Chief R. Johnson regarding criminally trespassing individual from warehouse as he is a known sex offender
- Created PO for metal carport building for Fire Station 4 for training
- Created PO for lift from Capital Improvement list for parks
- Ordered supplies for complex
- Met Bailey Bark at warehouse for delivery of 4 trucks fall surface
- Called Henry AC to get bid for adding vent in Development Services office
- Met with Mike Sercey and Mary Ann Admire regarding doing a rubber coating on roof of Farmer's Market for next budget
- Met with Tracy who cleans City Hall, Pd, Visitor, Parks, PEDC and Public Works. Showed her how to properly mix chemicals for cleaning gave her list of expectations from contract and even showed her how to clean so that it makes a difference
- Met with CM to look into possibly creating two new positions for cleaning of city owned buildings verse contracting out
- Called Neches Plumbing to come fix sink at Willie Myers

- Met with CM and TML attorney at city hall on Friday 3-14 at 9 am
- Attached monthly report to council packet for 3-24
- Began putting float together for Dogwood Festival
- Met with Angela from Chamber at warehouse so she could pickup concrete buckets for festival
- Repainted letters for float to match color scheme
- Cut 3/4 “ pipe for lollipop bases for float
- Completed Affidavit for attorney with TML out of Tyler
- Attended staff meeting on Tuesday 3-18
- Worked with parks guys to place barricades and cones for parade and festival
- Worked on making candy for float and candy wrappers
- Met with Colt from Henry AC to show him where we wanted new vent in Development Services office
- Attended council meeting on Monday 3-24
- Met Mary Ann Admire at Warehouse to unload 24 propane tanks for Farmer’s Market
- Began dismantling float from Dogwood Festival
- On Saturday 3-22 with assistance from Casey and her sister float was put together for Dogwood
- Worked with East Texas Fire Extinguishers to update and place in vehicles that did not currently have an extinguisher
- Met with Asst. Fire Chief regarding some project set up walk through to get better understanding of requests
- Met with Nick from Streets on getting their help with moving fall surface to Calhoun Park
- Coordinated with Jacob from PISD on plan to develop new parking lot area for complex
- Met with Susan and code officers to go over procedures for warrants for properties
- Met with Nick in Streets to get idea of cost for more rock for PD impound yard
- Began doing evaluations for parks employees
- Put up 3 cases of task brand towels in storage room warehouse
- Did table and chair count for Rotary to pickup April 4
- Went with 1 parks guy to show him where to put barricades for movie shoot
- Directed streets crew with dump trucks where to unload fall surface at Calhoun
- Ordered another pallet of plastic boarders for Calhoun Park
- Sprayed weeds in PD impound yard
- Filled in sink hole Cemetery bridge

Goals: To place ADA equipment in all major parks.

Parks

- **REPLACE BROKEN BORDERS WILLIE MYERS PARK**
- **PURCHASE NEW ADA SWING REAGAN PARK**
- **INSTALL NEW REPLACEMENT PARTS SWING REAGAN PARK**
- **ADD FALL SURFACE TO REAGAN PARK/GREEN'S PARK**

Lakes

- Mow and weedeat all areas of dams
- Have dead trees removed from forestry area at Upper and Lower
- Remove excess vegetation from all lakes

Cemeteries

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

Parks, Cemeteries, Lakes

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

PARKS MONTHLY REPORT MARCH 2025
LOCATIONS MOWED

Calhoun Park x 1	Greens Park x 1
Crestline x 1	Fitzhugh Park x 1
Reagan Park x 1	Gateways x 1
Farmers Market x 1	Vaughn @ Crockett x 1
Spring Street x 1	Visitor Center x 1
Library x 1	Larry Street Park x 1
Mitchell Campbell x 1	Willie Myers x 1
Lorraine x 1	Phillips Park x 1
Inwood x 1	Veterans Park x 1
City Hall/PD x 1	TDCJ Monument x 1
Blue Lake x	Upper Lake x
Wolf Creek Lake x	Lower Lake x
Statue Park x 1	Memorial Cemetery x 1
Easthill Cemetery x 1	City Cemetery x
Athletic Complex x 2	Steven Bennett x 1
PD Impound Yard x 1	City Barn x 1
Fire Station 4 x 1	Two Lots Between City/Easthill x

PARKS PROJECTS COMPLETED MARCH 2025

Parks guys removed all old solar lights from Reagan park and brought to warehouse	Parks guys repainted floors at Willie Myers and Mitchell Campbell restrooms
Parks guys put cement around all light poles at Reagan Park	1 parks guy power washed restrooms Larry Street park and locked up restrooms
2 parks guys worked on installing new playground equipment Calhoun Park	1 parks guy dismantled one section fence PD impound to extend section out
2 parks guys met with PD at shooting range to pickup two gates and couple poles	1 parks guy put two cones in every Parks vehicle
2 parks guys removed counter and cabinets from warehouse and placed outside	1 parks guy removed all old plants from planters city hall
1 parks guy did fairy garden workshop at Davey Dogwood	1 parks guy and facility moved tables from under pavilion FM to outside area
1 parks guy removed two trash cans from blue lake	2 parks guys installed solar lights around warehouse yard to give more lighting
1 parks guy delivered supplies to Chris at Complex	1 parks guy put out trash cans for festival area for dogwood
1 parks guy attempted to load dump trailer with fall surface and deliver to Calhoun Park	1 parks guy drove float in parade
3 parks guys worked Dogwood parade	3 parks guys began installing plastic boarders around Calhoun Park Equip
1 parks guy leveled graves city cemetery	All crew leveled fall surface Calhoun

MAJOR ISSUES WHERE CONTRACTORS USED

Henry AC to install new vent Development Services Area	Neches Plumbing sink Willie Myers

SAFETY ISSUES

1 parks guy cut his thumb while doing work	

Rentals and Special Events

Rentals:

Facilities	Number of Rentals
Pavilion Rentals	18
Pavilion Non-Payment/Cancelled	
Athletic Fields (Mitchell Campbell/Calhoun)	
Total Rentals Paid	18
Refunds Given	
Total Revenue Collected	$1,160
A	

Activities:

Special Events: NONE

Facility Maintenance Projects Completed MARCH 2025

- Went to Reagan Park restrooms lower section to remove graffiti
- Met with Chris from complex and picked up solar lights from location
- Picked up soap dispenser from complex and brought back to director so she could make repair
- Picked up and moved all solar lights from warehouse and placed outside so they could charge and we could see which worked
- Did safety training with Director on placement of cones in vehicles
- Put up two pallets of clear bags in storage area
- Put up 4 pallets of black bags for customer service in warehouse
- Went to Farmer's Market to check on toilet that kept running had to call Neches to come fix
- Assisted parks crew in moving furniture at city hall
- Went and unlocked gate at compost for contractor removing trees Green's Park
- Delivered supplies to library annex

- Ordered paint at Braly's for equipment at Green's Park
- Took paint to parks crew so they could finish painting restrooms Reagan Park
- Worked with Director on checking solar lights left outside to charge
- Went to pool and turned off water fill and turned on skimmer
- Changed door know on office door at warehouse
- Installed new outlet covers on walls in warehouse where they were missing
- Picked up 8 frost free hydrants from Lowe's for Farmer's Market
- Finished painting lower restrooms Reagan park
- Finished painting men's restroom Calhoun Park
- Washed and cleaned city truck
- Dropped off trash bags to customer service
- Dropped off case of water to Susan in Development Services
- Reinstalled soap dispenser at complex
- Dropped off box of welcome bags to visitor center
- Delivered water to customer service area
- Placed silicone around window outside Heavner's Office
- Took off remaining week for spring break
- Unclogged sink city hall break room
- Replaced light in janitorial office city hall side
- Picked up bulk in D batteries for cleaning person for paper towel dispensers
- Delivered 12 chairs and 7 tables to Farmer's Market
- Unloaded pallet of supplies in warehouse storage area
- Checked on leak in mop closet PD, had to call Neches Plumbing to get quote for repair
- Delivered 2 cases of toilet paper to complex
- Assisted director with taping and wrapping candy for float
- Took off for 2 days for vacation
- Went to city hall to replace threshold plate 1st office Development Services office
- Picked up 25 chairs and 7 tables from Curious Museum
- Rode with Director to see how barricades put out for festival and parade
- Delivered toilet paper and trash bags to library annex
- Dropped off additional cones and sign for PD parking lot
- Met with 1 parks guy and fixed roof and ceiling at concession 2 complex
- Went to CID area due to complaint on sewer smell in women's restroom called Neches Plumbing to fix
- Met with Will from PEDC at results building to see about possibly removing cubicles and desks found job would require contractor due to electrical components
- Met with electrician so he could replace exhaust fan in pool area
- Replaced soap dispenser in men's restroom city hall
- Pulled 12 tables and 60 chairs for Rotary to pickup next Friday on 4-3

Green’s Park

Calhoun Equipment

Playground Fall Surface Before

Plastic Boarder Calhoun Park

Candy for Float

Float Dogwood Festival Parade

Agenda Date:	April 14, 2025
To:	City Council
From:	April Jackson, City Secretary
Agenda Item:	March 2025 Public Works Monthly Report
Date Submitted:	04/10/2025

SUMMARY:

March 2025 Public Works Monthly Report

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

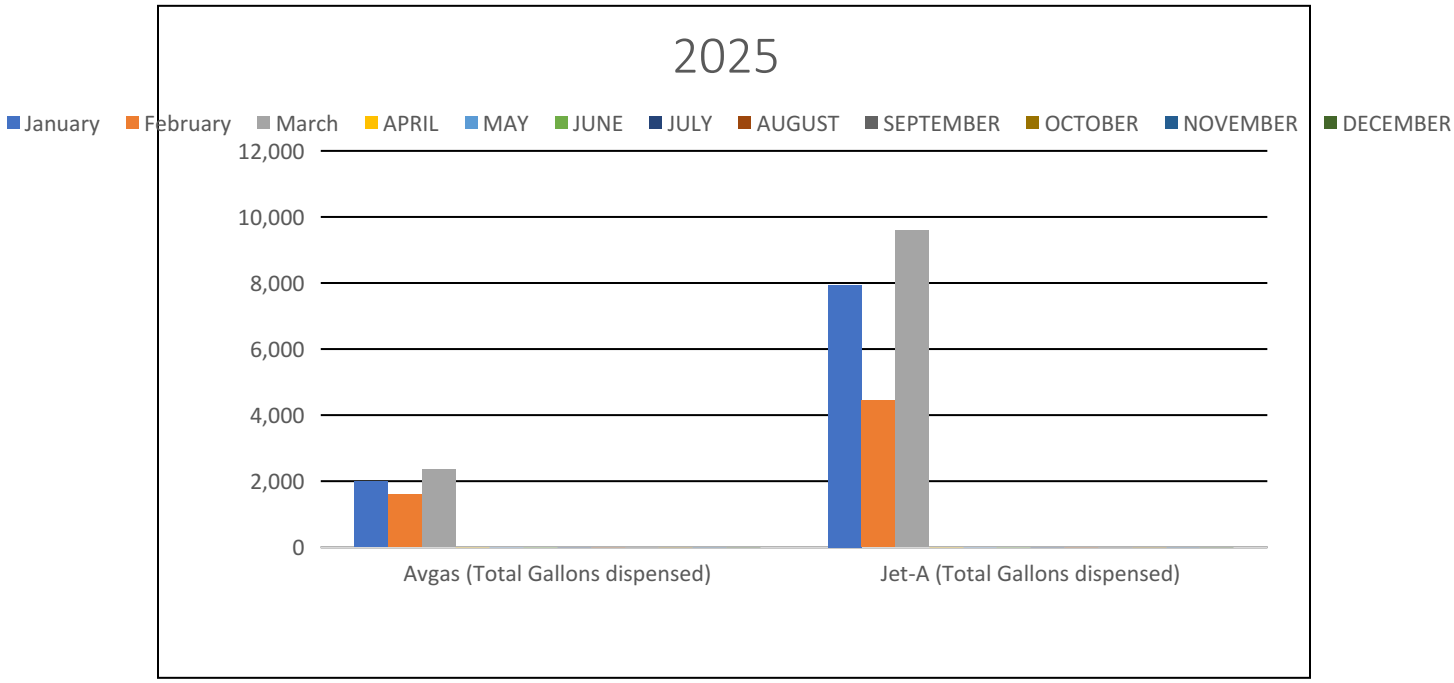
Attachments

March 2025 PW Report

AIRPORT MONTHLY REPORT – March 2025

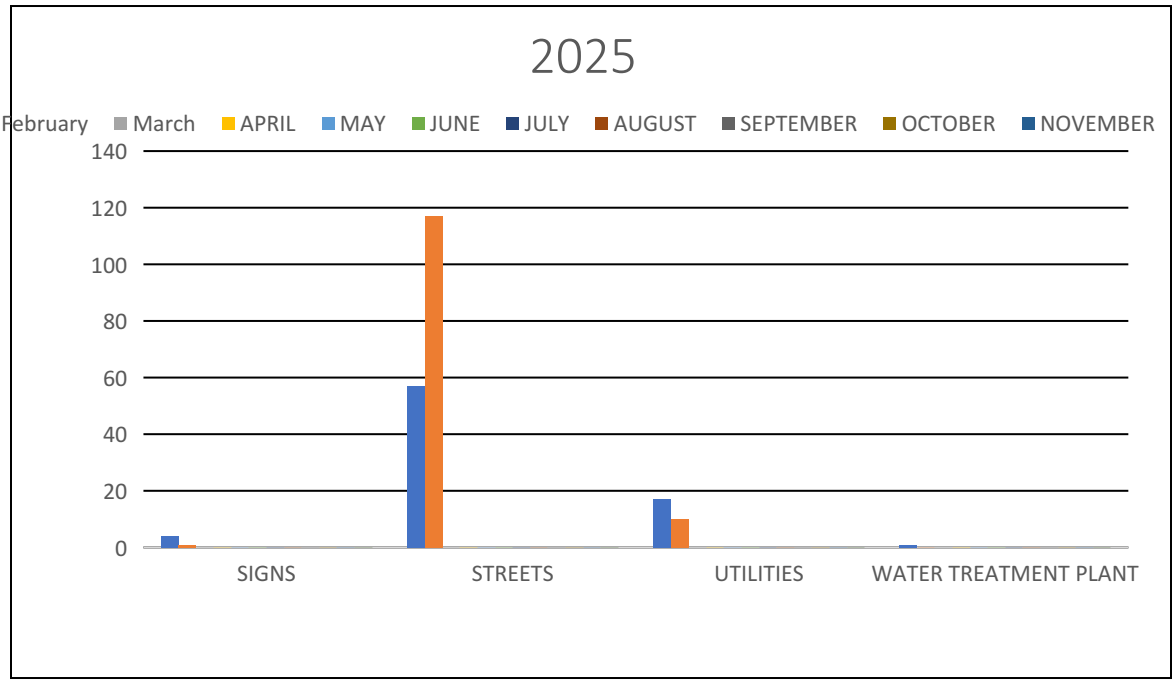
Jet-A: 1,162,438

Avgas: 44,511



PUBLIC WORKS REPAIR AND MAINTENANCE REQUESTS – March 2025

DEPARTMENT	NUMBER OF REPORTS
• SIGNS	3
• STREETS	76
• UTILITIES	7
• WATER TREATMENT PLANT	3



Utilities Monthly Report March 2025

Water Distribution	
Call Outs:	**36**
Taps Made:	**8**
Taps Repaired:	
Feet of Lines Placed:	**400'**
Water Leaks Repaired:	**8**
Fire Hydrants Flushed / Gal. ; Water Loss:	**57,000 gal**
Fire Hydrants Repaired / Installed:	**1**
Valve box located:	**3**
Valve box installed:	**10**
Incerta Valve installed:	
Gate Valve replaced / Installed:	**10**
Meters	
Meter Valves replaced / Installed:	**4**
Meter box Replaced / Installed:	**3**
On Call Meters turned off:	**8**
On Call Meters turned on:	**13**
Meters Located:	
Meters Installed:	
¾"	**1**
1"	
1 ½"	
2"	
Bigger than 2"	
Wastewater Collection	
Sewer Basin's Cleaned:	**1,819 feet**
Sewer lines camera:	**7**
Trouble spots ran:	**2**
Sewer Mains Repaired:	
Manhole Installed:	
Manholes Changed/Repaired:	**1**
Sewer Stoppage City:	**11**
Sewer Stoppage Private:	**5**
New Sewer Tap Installed:	**2**
Sewer Services Repaired:	**2**
Sewer pipe installed (ft):	
Haul Dirt / Concrete Rip Rap:	**19**
ROW Mowed / Cleared:	
On Call Trees:	**6**
Vegetation Management:	

Hydro Excavate:	**5**
Engineering:	
Line Locates (ft):	**feet**
Tap application:	**3**

STREETS MONTHLY REPORT March

Asphalt	
Square feet of Asphalt Laid	**2887**
Utility Cuts	**11**
Potholes filled	**834**
Square Feet of Chipseal Laid	**0**
Right of Way's	
Feet mowed of Street Right of Way	**400' / miles**
Utility Right of Ways mowed / cleared	**0**
Trees removed from road / Right of Way	**24**
Compost Sight	
Number of Customers	**1176**
Number of loads of Concrete Hauled	**0**
Number of loads of Illegal dumping Hauled	**0**
Number of loads of Dirt Hauled	**70**
Drainage	
Feet of drainage repaired	**615**
Feet of Drainage Installed	**190**
Feet of ditches dug out	**425**
Sweeping	
Feet of Street's Swept	**223,648 / 42.5 miles**
Day's assisting other Departments	
Utilities	**0**
Parks	**0**
Water Treatment Plant	**0**
Wastewater Treatment Plant	**0**
Code Enforcement	**0**

Agenda Date:	April 14, 2025
To:	City Council
From:	April Jackson, City Secretary
Agenda Item:	Appointment to the Historical Landmarks Commission
Date Submitted:	04/11/2025

SUMMARY:

Consider the appointment of Steven Bockel to vacant Place 6 on the Historical Landmarks Commission with a term to expire on September 30, 2026.

RECOMMENDED ACTION:

Staff recommends that Council consider appointing Steven Bockel to the vacant Place 6 on the Historical Landmarks Commission.

CITY MANAGER APPROVAL:

Attachments

Steven Bockel Board Application

April Jackson

From: noreply@civicplus.com
Sent: Monday, March 31, 2025 1:13 PM
To: April Jackson
Subject: Online Form Submittal: Board or Commission Application

Board or Commission Application

BOARD OR COMMISSION APPLICATION

First Name	Steven
Last Name	Bockel
Date of Application	3/31/2025
Home Address	909 S Sycamore St
Home Phone	
Office Phone	*Field not completed.*
Cell Phone	
Email	
Are you a resident of Palestine?	Yes
How Many Years?	3
What is your Occupation?	Automotive Blueprinter
What is Your Place of Employment?	Toyota and Mercedes-Benz Tyler,Texas
I would like to serve on the following Board(s) and Commission(s):	Historic Landmarks Commission
Do you currently serve on any Boards or Commissions?	No

Will you submit to a background check and complete protective training if your Board or Commission interacts with children?	Yes
Do you have any outstanding debts owed to the City of Palestine?	No

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

Experiences and qualifications that you feel would make a contribution to a City of Palestine Board or Commission:	I was Mayor of Wallis, Texas for 3.5 years. I also served as president of the Wallis Economic Development committee for 4 years. I was also aboard member on the Wallis Chamber of Commerce. I am familar with the operations in city government. I have lived in Palestine for 3 years and am currently restoring a historical house in the Southside Historical District. I would be honored to serve on the board and help out my community in any way I can. Thank you for the opportunity.

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

Electronic Signature Agreement	I agree.
Electronic Signature	Steven Troy Bockel

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

Email not displaying correctly? View it in your browser.

Agenda Date:	April 14, 2025
To:	City Council
From:	April Jackson, City Secretary
Agenda Item:	Appointment to the Parks Advisory Board
Date Submitted:	04/11/2025

SUMMARY:

Consider the appointment of Rogerick Gill to vacant Place 7 with a term to expire on September 30, 2026, to the Parks Advisory Board.

RECOMMENDED ACTION:

Staff recommends that Council consider the appointment of Rogerick Gill to vacant Place 7 with a term to expire on September 30, 2026, to the Parks Advisory Board.

CITY MANAGER APPROVAL:

Attachments

Rogerick Gill Board Application

April Jackson

From: noreply@civicplus.com
Sent: Sunday, October 20, 2024 7:48 PM
To: April Jackson
Subject: Online Form Submittal: Board or Commission Application

Board or Commission Application

BOARD OR COMMISSION APPLICATION

First Name	Rogerick
Last Name	Gill
Date of Application	10/20/2024
Home Address	208 Maple St
Home Phone	
Office Phone	*Field not completed.*
Cell Phone	
Email	
Are you a resident of Palestine?	Yes
How Many Years?	18
What is your Occupation?	Parole Officer
What is Your Place of Employment?	Texas Department of Criminal Justice
I would like to serve on the following Board(s) and Commission(s):	Parks Advisory Board
Do you currently serve on any Boards or Commissions?	No

Will you submit to a background check and complete protective training if your Board or Commission interacts with children?	Yes
Do you have any outstanding debts owed to the City of Palestine?	No

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

Experiences and qualifications that you feel would make a contribution to a City of Palestine Board or Commission:	I am an advocate for outdoor spaces. While I have no official experience or qualifications, I believe a town's recreation and leisure activities add value to the lives of all its residents. Public spaces increase community and allow people to meet their neighbors. Palestine has untapped potential and I would like to play a role in unlocking the outdoor beauty of my hometown.

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

Electronic Signature Agreement	I agree.
Electronic Signature	Rogerick D. Gill

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Email not displaying correctly? View it in your browser.

Agenda Date:	April 14, 2025
To:	City Council
From:	April Jackson, City Secretary
Agenda Item:	Appointment to the Planning and Zoning Commission
Date Submitted:	04/11/2025

SUMMARY:

Consider the appointment of Johnathan Strange to Place 4, replacing Jennifer Thomason with a term to expire on September 30, 2026, to the Planning and Zoning Commission.

RECOMMENDED ACTION:

Staff recommends that Council consider the appointment of Johnathan Strange to Place 4, replacing Jennifer Thomason with a term to expire on September 30, 2026, to the Planning and Zoning Commission.

CITY MANAGER APPROVAL:

Attachments

Johnathan Strange Board Application

April Jackson

From:	noreply@civicplus.com
Sent:	Thursday, March 20, 2025 10:28 PM
To:	April Jackson
Subject:	Online Form Submittal: Board or Commission Application
Follow Up Flag:	Follow up
Flag Status:	Flagged

Board or Commission Application

BOARD OR COMMISSION APPLICATION

First Name	Johnathan
Last Name	Strange
Date of Application	3/20/2025
Home Address	22 Rambling Road
Home Phone	
Office Phone	*Field not completed.*
Cell Phone	
Email	
Are you a resident of Palestine?	Yes
How Many Years?	18
What is your Occupation?	Prison Chaplain/ Pastor
What is Your Place of Employment?	Texas Department of Criminal Justice
I would like to serve on the following Board(s) and Commission(s):	Planning and Zoning Commission

Do you currently serve on any Boards or Commissions?	No
Will you submit to a background check and complete protective training if your Board or Commission interacts with children?	Yes
Do you have any outstanding debts owed to the City of Palestine?	No

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

Experiences and qualifications that you feel would make a contribution to a City of Palestine Board or Commission:	I have a heart for serving the citizens of Palestine. I have Pastored in Palestine for 16 years, Prison Chaplain for 6 years and I continue to serve and work in the community as a community leader and Boy Scout Leader. I have also served as a Campus Director of Landmark Academy. All of my work in Palestine puts me in positions to work closely with other and to have to make difficult decisions for the betterment of others.

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

Electronic Signature Agreement	I agree.
Electronic Signature	Johnathan B. Strange

Agenda Date:	April 14, 2025
To:	City Council
From:	April Jackson, City Secretary
Agenda Item:	Appointment to the Tourism Advisory Board
Date Submitted:	04/11/2025

SUMMARY:

Consider the appointment of Adrianna OBannon to vacant Place 5 with a term to expire on September 30, 2026, to the Tourism Advisory Board.

RECOMMENDED ACTION:

Staff recommends that Council consider the appointment of Adrianna OBannon to vacant Place 5 with a term to expire on September 30, 2026, to the Tourism Advisory Board.

CITY MANAGER APPROVAL:

Attachments

Adrianna OBannon Board Application

April Jackson

From: noreply@civicplus.com
Sent: Thursday, October 17, 2024 4:56 PM
To: April Jackson
Subject: Online Form Submittal: Board or Commission Application

Board or Commission Application

BOARD OR COMMISSION APPLICATION

First Name	Adrianna
Last Name	OBannon
Date of Application	3/25/1997
Home Address	218 Sheridan Dr
Home Phone	*Field not completed.*
Office Phone	*Field not completed.*
Cell Phone	
Email	
Are you a resident of Palestine?	Yes
How Many Years?	28
What is your Occupation?	US History Teacher
What is Your Place of Employment?	Westwood JH
I would like to serve on the following Board(s) and Commission(s):	Historic Landmarks Commission, Tourism Advisory Board
Do you currently serve on any Boards or Commissions?	No

Will you submit to a background check and complete protective training if your Board or Commission interacts with children?	Yes
Do you have any outstanding debts owed to the City of Palestine?	No

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

Experiences and qualifications that you feel would make a contribution to a City of Palestine Board or Commission:	Bachelors Degree in History.

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

Electronic Signature Agreement	I agree.
Electronic Signature	Adrianna OBannon

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Email not displaying correctly? View it in your browser.

Agenda Date:	April 14, 2025
To:	City Council
From:	April Jackson, City Secretary
Agenda Item:	Minutes of the Regular Agenda of March 24, 2025
Date Submitted:	04/08/2025

SUMMARY:

Consider approval of the minutes of the Regular Agenda of March 24, 2025.

RECOMMENDED ACTION:

Staff recommends approval of the minutes as presented.

CITY MANAGER APPROVAL:

Attachments

March 24, 2025, Minutes

D R A F T

MINUTES

The City Council of the City of Palestine convened for a regular meeting on March 24, 2025, at 5:30 p.m. for the Regular Meeting in the Council Chambers at City Hall, 504 N. Queen Street, Palestine, Texas, with the following members present:

Present:	Mitchell Jordan, Mayor; Ava Harmon, Mayor Pro Tem; Sean Conner, Council Member; James Smith, Council Member; Kenneth Davidson, Council Member; Angela Woodard, Council Member; Christopher Gibbs, Council Member
Also Present:	Teresa Herrera, City Manager; April Jackson, City Secretary; Rezzin Pullum, City Attorney; Christophe Trahan, EDC Director; Andrew Sibai, Finance Director; Shannon Davis, Fire Chief; Lisa Cariker, Human Resource Director; Ana Sanchez, Library Director; Patsy Smith, Parks & Recreation Director; Susan Davis, Planning Tech.; Mark Harcrow, Police Chief; Jason Shelton, Interim Public Works Director; Cassie Ham, Tourism Marketing Manager

REGULAR MEETING

A. **CALL TO ORDER**

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

B. **INVOCATION AND PLEDGE OF ALLEGIANCE**

The invocation was given by Captain Matt Kerr of the Palestine Police Department 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**

Tanya Willis spoke regarding the City of Palestine, Texas, v. Jerry Laza litigation.

E. **CONFLICT OF INTEREST DISCLOSURES**

No action was taken.

F. **PUBLIC HEARINGS**

1. Public hearing regarding a request to rezone the property located at 515 McNeil Street from Mixed Residential to Retail Commercial. Susan Davis, Planning Technician

   Planning Technician Susan Davis reported to Council that the rezoning request for 515 McNeil Street received one response in favor and 21 responses in opposition from property owners near the location. On March 6, 2025, the Planning and Zoning Commission approved the rezoning request with a vote of 5-1.

   Mayor Jordan opened the public hearing at 5:39 p.m. and asked for anyone speaking for or against the request to do so. Those speaking in favor were Crystal and Michael Cartwright. Those speaking in opposition were as follows: Ella Green, Michelle Green Clemmings, Sheryl Wilson, Rodney Howard Sr, Jannie Wilson, Tabitha Enge, Stephanie Wickware, Violet Selman, and Jonathan Strange. Mayor Jordan closed the public hearing at 6:17 p.m.

2. Public hearing regarding the request for a Specific Use Permit for a private athletic facility at 201 Salt Works Road. Susan Davis, Planning Technician

   Ms. Davis informed Council that the request for a specific use permit was for a nonconforming building that has been vacant. The purpose of the permit was to use the commercial building as a private athletic facility. Notices were sent to property owners within 200 feet of the location. Three responses were received in favor of the permit, and none opposed it. On March 6, 2025, the Planning and Zoning Commission approved the request for the Specific Use Permit with a unanimous vote of 6-0.

   Mayor Jordan opened the public hearing at 6:17 p.m. and asked for anyone speaking for or against the request to do so. Those speaking in favor were as follows: Fletcher Crimbring, Tabitha Enge, and Kathy Bailey, and no one spoke in opposition. Mayor Jordan closed the public hearing at 6:26 p.m.

3. Public hearing regarding a request for a Specific Use Permit for a wireless communication facility at 2233 West Point Tap Road. Susan Davis, Planning Technician

   Ms. Davis informed Council that a specific use permit was requested for a wireless communication facility at the proposed location. Notices regarding this request were sent to property owners within 200 feet of the location. No responses were received in favor or opposition to the request. On March 6, 2025, the Planning and Zoning Commission approved the request for the specific use permit with a unanimous vote of 5-0, with one commissioner abstaining from the vote.

   Mayor Jordan opened the public hearing at 6:28 p.m. and asked for anyone speaking for or against the request to do so. With no one speaking in favor or against the request, Mayor Jordan closed the public hearing at 6:29 p.m.

4. Public hearing regarding amendments to Chapter 39, "Zoning" of the Code of Ordinances by amending Section 39.2.2-13, "Land Use Chart" to amend hotel/motel categories; and Division 4, "Supplementary Use Requirements" to add use requirements for hotels; and Section 39.5.3-1, "Use Definitions" to remove the definition for Hotel and to add definitions for Full-Service Hotel and Limited-Service Hotel. Cassie Ham, Tourism Marketing Manager

   Tourism Marketing Manager Cassie Ham summarized the proposed amendments to Chapter 39, Zoning of the Code of Ordinances concerning hotels and motels. Ms. Ham reported that the definitions of the proposed uses needed to be amended. Specifically, a

full-service hotel should require a minimum of 120 guest rooms, while limited-service hotels should require at least 90 guest rooms. These amendments aligned the definitions with the supplementary use requirements for each type of hotel. Notifications about the amendments were sent to all utility billing customers on water bills and via certified mail to all current hotel property owners.

Mayor Jordan opened the public hearing at 6:33 p.m. and asked for anyone speaking for or against the request to do so. Those speaking in favor were Tim Patel and Veer Patel, and no one spoke in opposition to the amendments. Mayor Jordan closed the public hearing at 6:38 p.m.

G. CITY MANAGER'S REPORT

City Manager Herrera provided announcements on the following: vacancies on City boards and commissions; the launch of the GoNow On-Demand Microtransit Pilot Project in Palestine, Texas; and the last week of Warrant Resolution Month for the Municipal Court.

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

The following departmental reports were provided:

1. February 2025 Parks and Recreation/Facility Maintenance Monthly Report
2. February 2025 Police Monthly Report
3. February/March 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 March 10, 2025. April Jackson, City Secretary
2. Consider approving a resolution authorizing the Palestine Police Department to apply for a Body-Worn Camera Grant through the Office of the Governor of the State of Texas Public Safety Office. Andrew Sibai, Finance Director **(Resolution No. R-11-25)**
3. Consider authorizing the City Manager to seek sealed requests for proposals for city health insurance and ancillary health benefits. Andrew Sibai, Finance Director
4. Consider authorizing the City Manager to purchase a 2025 JLG T350 towable boom lift from Aerial Titans in the amount of $29,900.00 for the Parks and Recreation Department. Patsy Smith, Parks and Recreation Director
5. Consider authorizing the City Manager to accept a geotechnical investigation proposal from ETTL Engineers and Consultants, Inc. in the amount of $19,304.50 for the athletic complex. Patsy Smith, Parks and Recreation Director
6. Consider approval of the revised Mural Services Contract between the City of Palestine, Deanna Pickett, and Richard Farris, Jr. for the creation of a mural at 310 W. Oak Street in an amount not to exceed $18,000.00. Cassie Ham, Tourism Marketing Manager

Motion by Mayor Pro Tem Ava Harmon, seconded by Council Member Kenneth Davidson to approve the Consent Agenda as presented, adopting **Resolution No. R-11-25**.

Vote: 7 - 0 - Unanimously

I. **REGULAR AGENDA**

1. Discussion and possible action regarding an ordinance amending the Official Zoning Map providing for a change from MR, Mixed Residential, to RC, Retail Commercial at 515 McNeil Street. Susan Davis, Planning Technician

   Ms. Davis made herself available for questions. Council spoke regarding the significant opposition from residents near the location and the decision by the Planning and Zoning Commission to approve the rezoning request.

   Motion by Council Member Sean Conner, seconded by Council Member Christopher Gibbs to deny the ordinance amending the Official Zoning Map providing for a change from MR, Mixed Residential, to RC, Retail Commercial at 515 McNeil Street.

   Vote: 7 - 0 - Unanimously

2. Discussion and possible action regarding an ordinance granting a Specific Use Permit for a private athletic facility at 201 Salt Works Road. Susan Davis, Planning Technician **(Ordinance No. O-12-25)**

   Fletcher Crimbring, the applicant, addressed citizens' concerns regarding security issues and scholarship opportunities.

   Motion by Council Member Christopher Gibbs, seconded by Council Member Sean Conner to approve the item as presented, adopting **Ordinance No. O-12-25**.

   Vote: 7 - 0 - Unanimously

3. Discussion and possible action regarding an ordinance granting a Specific Use Permit for a wireless communication facility at 2233 West Point Tap Road. Susan Davis, Planning Technician **(Ordinance No. O-13-25)**

   Motion by Council Member Christopher Gibbs, seconded by Council Member Kenneth Davidson to approve the item as presented, adopting **Ordinance No. O-13-25**.

   Vote: 7 - 0 - Unanimously

4. Discussion and possible action regarding an ordinance amending Chapter 39, "Zoning" of the Code of Ordinances by amending Section 39.2.2-13, "Land Use Chart" to amend hotel/motel categories; and Division 4, "Supplementary Use Requirements" to add use requirements for hotels; and Section 39.5.3-1, "Use Definitions" to remove the definition for Hotel and to add definitions for Full-Service Hotel and Limited-Service Hotel. Cassie Ham, Tourism Marketing Manager **(Ordinance No. O-14-25)**

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

   The motion and second was rescinded.

   Motion by Council Member Sean Conner, seconded by Mayor Pro Tem Ava Harmon to approve the item with corrections as presented, adopting **Ordinance No. O-14-25**.

Vote: 7 - 0 - Unanimously

J. ITEMS FROM COUNCIL

Mayor Pro Tem Harmon expressed gratitude to Parks and Recreation Director Patsy Smith for creating a float for City Council for the Dogwood Festival Parade, and she thanked all the City employees who assisted with the Dogwood Trails Festival and Parade.

Council Member Woodard recognized City employee Mike Davis for his help in addressing a citizen's concerns on West Point Tap Road.

Council Member Gibbs requested that Code Enforcement investigate issues related to litter abatement on McNeil Street, and he asked the Streets Department to complete pothole repairs. Additionally, Mr. Gibbs requested that Cresent Drive and Inwood Drive be added to the District 6 list for consideration by the Streets Department. He also requested recommendations for board and commission appointments on the next City Council agenda.

Council Member Davidson thanked Parks and Recreation Director Patsy Smith for creating the float for City Council for the Dogwood Festival Parade. He acknowledged Ella Green for her decorum during the public hearing regarding the request for a zoning change on McNeil Street.

Council Member Smith recognized EDC members Christophe Trahan, Mary Jean Robinson, Helen Hooper, and Walter Gibson. Mr. Smith also mentioned attending the Dogwood Art Festival, which the Dogwood Arts Council hosted during the Dogwood Trails Festival. He also thanked Parks and Recreation Director Patsy Smith for creating the float for City Council for the Dogwood Festival Parade.

K. MAYOR'S REPORT

Mayor Jordan discussed the Dogwood Trails Festival and Parade and National Women's History Month. He also expressed gratitude to City Manager Herrera for installing a sign for deaf children in a neighborhood, as requested.

L. CLOSED SESSION

Mayor Jordan announced that Council would go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 7:03 p.m.

1. Section 551.071: Consultation with attorney regarding pending or contemplated litigation or a settlement offer involving Laza, Union Pacific Railroad, and Palestine Municipal Airport.

M. RECONVENE IN REGULAR SESSION

Mayor Jordan reconvened Council into Open Session at 7:32 p.m.

1. Take any necessary action regarding pending or contemplated litigation, including the settlement offers related to Laza, Union Pacific Railroad, and Palestine Municipal Airport.

No action was taken.

N. **ADJOURNMENT**

Mayor Jordan reconvened Council into Open Session at 7:32 p.m.

PASSED AND APPROVED THIS 14TH DAY OF APRIL 2025.

_____
Mitchell W. Jordan, Mayor

ATTEST:

_____
April Jackson, City Secretary

Agenda Date:	April 14, 2025
To:	City Council
From:	April Jackson, City Secretary
Agenda Item:	Records Management Ordinance
Date Submitted:	04/10/2025

SUMMARY:

The Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code) mandates that each local government establish an active and ongoing records management program. The City of Palestine has implemented a records management ordinance and has consistently complied with all state laws and practices regarding records management since its inception. However, the State Library and Archives Commission periodically updates these regulations, and it is essential for the City to stay current with those changes. Our existing ordinance has become outdated and needs revision. The proposed amendment seeks to create an updated Records Management Policy that aligns with the Local Government Records Act. This revised policy will emphasize the security of vital records, the proper storage of permanent records, and the responsible management of the creation and growth of all city records.

RECOMMENDED ACTION:

Staff recommends approval of the ordinance as presented.

CITY MANAGER APPROVAL:

Attachments

Ordinance

Exhibit A - Records Management Policy

ORDINANCE NO. O- -25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, "ADMINISTRATION," DIVISION 2, "RECORDS MANAGEMENT"; PROVIDING FOR REPEALER, SEVERABILITY, PROPER NOTICE & MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and

WHEREAS, the City of Palestine has in place a records management ordinance; and

WHEREAS, the City has been in compliance with all State records management laws and practices since they were first implemented; and

WHEREAS, the State Library and Archives Commission periodically makes changes with which the City needs to keep current; and

WHEREAS, it has come to the attention of the City Council that the existing ordinance is outdated and in need of update and revision; and

WHEREAS, in order to provide more efficient and cost effective services to the citizens, through the timely, accurate, complete, cost-effective, and accessible management of both paper and electronic records and information, the City desires to create an up-to-date Records Management Policy that is consistent with the Local Government Records Act and that emphasizes the security of vital records, the proper storage of permanent records, and the responsible control of creation and growth of all records of the City.

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

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

SECTION 2. Chapter 2 "Administration," Division 2 "Records Management" of the Code of Ordinances of the City of Palestine, Texas, shall be amended as set forth in Exhibit "A," attached hereto and incorporated herein for all purposes.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are repealed to the extent of conflict only.

SECTION 4. If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction such holdings shall not affect the validity of the remaining portions of this Ordinance and the

DRAFT

City Council of the City of Palestine, Texas hereby declares it would have enacted such remaining portions despite such invalidity.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

SECTION 6. This Ordinance shall be in full force and effect from and after the date of passage and publication as required by law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, this the 14th day of April, 2025.

_____
MITCHELL JORDAN,
MAYOR

ATTEST:

_____
APRIL JACKSON,
CITY SECRETARY

APPROVED AS TO FORM:

_____
REZZIN PULLUM,
CITY ATTORNEY

DRAFT

DIVISION 2. RECORDS MANAGEMENT POLICY[1]

~~Sec. 2-286. Definitions.~~

~~The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Department head* means the officer who, by ordinance, order or administrative policy, is in charge of an office of the city that creates or receives records.~~

~~*Essential record* means any record of the city necessary to the resumption or continuation of operations of the city in an emergency or disaster, to the re-creation of the legal and financial status of the city or to the protection and fulfillment of obligations to the people of the state.~~

~~*Permanent record* means any record of the city for which the retention period on a records control schedule is given as permanent.~~

~~*Records* means all documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the city or any of its officers or employees pursuant to law or in the transaction of public business. Such records are declared to be the records of the city and shall be created, maintained and disposed of in accordance with this division or procedures authorized by it and in no other manner.~~

~~*Records control schedule* means a document prepared by or under the authority of the records management officer listing the records maintained by the city, their retention periods and other records disposition information that the records management program may require.~~

~~*Records liaison officer* means the person designated under section 2-292.~~

~~*Records management* means the application of management techniques to the creation, use, maintenance, retention, preservation and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules; the management of filing and information retrieval systems; the protection of essential and permanent records; the economical and space-effective storage of inactive records; the control over the creation and distribution of forms, reports and correspondence; and the management of micrographics and electronic and other records storage systems.~~

~~*Records management committee* means the committee established in section 2-289.~~

~~*Records management officer* means the person designated in section 2-290.~~

~~*Records management plan* means the plan developed under section 2-294.~~

~~*Retention period* means the minimum time that must pass after the creation, recording or receipt of a record or the fulfillment of certain actions associated with a record before it is eligible for destruction.~~

[1]State law reference(s)—Local Government Records Act, V.T.C.A., Local Government Code § 201.001 et seq.; records management, V.T.C.A., Local Government Code § 203.021 et seq.

~~(Code 1968, §§ 2-131, 2-132)~~

~~Cross reference(s)—Definitions generally, § 1-2.~~

Sec. 2-286.Definitions of records of the City of Palestine.

All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the City of Palestine or any of its officers or employees pursuant to law or in the transaction of public business, are declared to be the records of the City of Palestine and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it.

~~Sec. 2-287. Policy.~~

~~It is declared to be the policy of the city to provide for efficient, economical and effective controls over the creation, distribution, organization, maintenance, use and disposition of all city records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Texas Local Government Records Act, V.T.C.A., Local Government Code § 201.001 et seq. and accepted records management practice.~~

~~(Code 1968, § 2-134)~~

Sec. 2-28~~8~~7. Records declared ~~city~~ public property.

All city records as defined in Section 2-286 of this plan are declared to be the property of the ~~c~~City of Palestine. No ~~city~~ official or employee of the City of Palestine has, by virtue of his or her position, any personal or property right to such records, even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

(Code 1968, § 2-133)

Sec. 2-288. Policy.

It is declared to be the policy of the City of Palestine to provide efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice. This policy shall apply to all employees, agents, independent contractors, and volunteers of the City of Palestine.

~~Sec. 2-289. Records management committee.~~

~~(a) A records management committee consisting of those city officials designated by the city manager is established.~~

~~(b) The committee shall:~~

~~(1) Assist the records management officer in the development of policies and procedures governing the records management program;~~

(2) Review the performance of the program on a regular basis and propose changes and improvements if needed;

(3) Review and approve records control schedules submitted by the records management officer;

(4) Give final approval to the destruction of records in accordance with approved records control schedules; and

(5) Actively support and promote the records management program throughout the city.

(Code 1968, § 2-136)

Sec. 2-2~~90~~89. Records management officer.

(a) The city secretary shall serve as records management officer,. Aas provided by state law and will develop policies and procedures to ensure that the maintenance, preservation, security, destruction, electronic storage, and other disposition of the records of this office are carried out in accordance with the Local Government Records Act., each successive holder of the office of city secretary shall file his name with the director and librarian of the state library within 30 days of the initial designation or of taking the office, as applicable.

(b) In addition to other duties assigned in this division, the records management officer shall:

(1) Administer the records management program and provide assistance to department heads in its implementation;

(2) Plan, formulate and prescribe records disposition policies, systems, standards and procedures;

(3) In cooperation with department heads, identify essential records and establish a disaster plan for each city office and department to ensure maximum availability of the records in order to reestablish operations quickly and with minimum disruption and expense;

(4) Develop procedures to ensure the permanent preservation of the historically valuable records of the city;

(5) Establish standards for filing and storage equipment and for recordkeeping supplies;

(6) Study the feasibility of and, if appropriate, establish a uniform filing system and a forms design and control system for the city;

(7) Provide records management advice and assistance to all city departments by preparation of a manual of procedure and policy and by on-site consultation;

(8) Monitor records retention schedules and administrative rules issued by the state library and archives commission to determine if the records management program and the city's records control schedules are in compliance with state rules;

(9) Disseminate to the city council and department heads information concerning state laws and administrative rules relating to local government records;

(10) Instruct records liaison officers and other personnel in policies and procedures of the records management plan and their duties in the records management program;

(11) Direct records liaison officers or other personnel in the conduct of records inventories in preparation for the development of records control schedules as required by state law and this division;

(12) Ensure that the maintenance, preservation, microfilming, destruction or other disposition of the city records is carried out in accordance with the policies and procedures of the records management program and the requirements of state law;

~~(13) Maintain records on the volume of records destroyed under approved records control schedules, the volume of records microfilmed or stored electronically and the estimated cost and space savings as the result of such disposal or disposition;~~

~~(14) Report annually to the city council on the implementation of the records management plan in each department of the city, including summaries of the statistical and fiscal data compiled under subsection (b)(13) of this section; and~~

~~(15) Bring to the attention of the city council noncompliance by department heads or other city personnel with the policies and procedures of the records management program or the Local Government Records Act, V.T.C.A., Local Government Code § 201.001 et seq.~~

(Code 1968, §§ 2-135, 2-138)

Sec. 2-290. Records control schedules.

Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use in the City of Palestine, as provided by law. The Records Management Officer shall prepare amendments to the schedules as needed to reflect new records created or received by this office, or revisions to retention periods established in a records retention schedule issued by the Commission. Any destruction of records of the City of Palestine will be in accordance with these schedules and the Local Government Records Act.

~~Sec. 2-291. Duties of department heads.~~

~~In addition to other duties assigned in this division, department heads shall:~~

~~(1) Cooperate with the records management officer in carrying out the policies and procedures established for the efficient and economical management of records and in carrying out this division;~~

~~(2) Adequately document the transaction of government business and the services, programs and duties for which the department head and his staff are responsible; and~~

~~(3) Maintain the records in his care and carry out their preservation, microfilming, destruction or other disposition only in accordance with the policies and procedures of the records management program and this division.~~

(Code 1968, § 2-139)

~~Sec. 2-292. Records liaison officers.~~

~~(a) Each department head shall designate a member of his staff to serve as records liaison officer for the implementation of the records management program in the department. If the records management officer determines that, in the best interest of the records management program, more than one records liaison officer should be designated for a department, the department head shall designate the number of records liaison officers specified by the records management officer. Persons designated as records liaison officers shall be thoroughly familiar with all the records created and maintained by the department and shall have full access to all city records maintained by the department. If the resignation, retirement, dismissal or removal of a person designated as a records liaison officer occurs by action of the department head, the department head shall promptly designate another person to fill the vacancy. A department head may serve as records liaison officer for his department.~~

~~(b) In addition to other duties assigned in this division, a records liaison officer shall:~~

~~(1) Conduct or supervise the conduct of inventories of the records of the department in preparation for the development of records control schedules;~~

~~(2) In cooperation with the records management officer, coordinate and implement the policies and procedures of the records management program in his department; and~~

~~(3) Disseminate information to department staff concerning the records management program.~~

(Code 1968, §§ 2-140, 2-141)

~~Sec. 2-293. Records center.~~

~~A records center, developed pursuant to the plan required by section 2-294, shall be under the direct control and supervision of the records management officer. Policies and procedures for the operations and use of the records center shall be contained in the records management plan developed under section 2-294.~~

(Code 1968, § 2-145)

~~Sec. 2-294. Records management plan.~~

~~(a) Under this division, the records management officer and the records management committee shall develop a records management plan for submission to the city council. The plan must contain policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential city records and to properly preserve those city records that are of historical value. The plan must be designed to enable the records management officer to effectively carry out his duties prescribed by state law and this division.~~

~~(b) Once approved by the city council, the records management plan shall be binding on all city offices, departments, divisions, programs, commissions, bureaus, boards, committees or similar entities, and records shall be created, maintained, stored or microfilmed in accordance with the plan.~~

~~(c) State law relating to the duties, other responsibilities or recordkeeping requirements of a department head do not exempt the department head or the records in the department head's care from the application of this division and the records management plan adopted under this division and may not be used by the department head as a basis for refusal to participate in the records management program of the city.~~

~~(Code 1968, § 2-137)~~

~~Sec. 2-295. Development of records control schedules.~~

~~(a) Under this division, the records management officer, in cooperation with department heads and records liaison officers, shall prepare records control schedules on a department-by-department basis, listing all records created or received by the department and the retention period for each record. Records control schedules shall also contain such other information regarding the disposition of the city records as the records management plan may require.~~

~~(b) Each records control schedule shall be monitored and amended as needed by the records management officer on a regular basis to ensure that it is in compliance with records retention schedules issued by the state and that it continues to reflect the recordkeeping procedures and needs of the department and the records management program of the city.~~

~~(c) Before its adoption, a records control schedule or amended schedule for a department must be approved by the department head and the members of the records management committee.~~

~~(d) Before its adoption, a records control schedule must be submitted to and accepted for filing by the director and librarian of the state library and archives commission as provided by state law. If a schedule is not accepted for filing, the schedule shall be amended to make it acceptable for filing. The records management officer shall submit the records control schedules to the director and librarian of the state library and archives commission.~~

~~(Code 1968, § 2-142)~~

~~Sec. 2-296. Implementation of records control schedules; destruction of records under schedule.~~

~~(a) A records control schedule for a department that has been approved and adopted under section 2-294 shall be implemented by department heads and records liaison officers according to the policies and procedures of the records management plan adopted in this division.~~

~~(b) A record whose retention period has expired on a records control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending law suit or the department head requests in writing to the records management committee that the record be retained for an additional period.~~

~~(c) Prior to the destruction of a record under an approved records control schedule, authorization for the destruction must be obtained by the records management officer from the records management committee.~~

~~(Code 1968, § 2-143)~~

~~Sec. 2-297. Destruction of unscheduled records.~~

~~Under this division, a record that has not been listed on an approved records control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved schedule and the records management officer has submitted to and received from the director and librarian of the state library and archives commission an approved destruction authorization request.~~

(Code 1968, § 2-144)

Agenda Date:	April 14, 2025
To:	City Council
From:	Andrew Sibai, Finance Director
Agenda Item:	GASB 75 Actuarial Study by Gabriel, Roeder and Smith
Date Submitted:	04/07/2025

SUMMARY:

Consider authorizing the City Manager to execute an agreement with Gabriel Roeder Smith & Company for actuarial services to compute OPEB (Other Postemployment Benefits) and GASB (Governmental Accounting Standards Board) 75 Valuation Reports to comply with GASB reporting standards for the annual financial reports for fiscal years 2025 and 2026 for the City of Palestine. The City has utilized GRS's services for its last five audits. This is a specialized professional service necessary for governmental financial reporting, and GRS delivers this service efficiently and with high quality. The total cost of these services is $9,105.00.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N:	N/A
Account #:	010-210-53030
Amount Requested:	9105.00

Attachments

Requisition
Engagement Letter
Master Agreeement
Amendment

City of Palestine – Requisition

Date 06/07/2023	Requested By Andrew Sibai	Exempt From Bidding ☐ Emergency ☒ Sole Source ☐ Interlocal Agreement ☐ Other (Explain Below) Professional Services	Gabriel Roeder, Smith & Company 5605 N MacArthur Blvd #870 Irving, TX 75038				
Ship To 504 N Queen St Palestine, TX 75801							
Order To Be Placed By Requester ☒ Purchasing Agent ☐							
Account Number 010-210-53030							
Description	Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
OPEB and GASB 75 Valuation Reports FY 2025 & 2026	1	$ 9,105.00	9,105.00				
Shipping Charges		$0.00					
		Total	$ 9,105.00	Total	$ 0.00	Total	$ 0.00

Awardee: Gabriel Roeder, Smith & Company

Department Head Signature:_____ Date:_____

City Manager Signature:_____ Date:_____

P: 469.524.0000 | www.grsconsulting.com

March 21, 2025

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

Re: Engagement Letter for the September 30, 2025 OPEB valuation and the GASB 75 Valuation Reports for fiscal years ending 2025 and 2026.

Dear Ms. Herrera,

The following is a pricing quote for a GASB 75 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the cost of services for City of Palestine is $9,105. This price is based on receiving data in the standard GRS format and using the following assumptions:

Pricing Category	Pricing Parameters	Fee
Annual or Biennial	Biennial	
Number of Participants	100 - 199	$11,165
Claims Analysis Required	No	$0
Health Plans	1. PPO 2. High-deductible plan	$705
Retirement Plans	1. TMRS	$0
Life Insurance Benefit	No	$0
Implicit Subsidy Only Discount	Eligible	($2,765)
Plan Change Not Previously Valued	No	N/A
OPEB Trust or Equivalent Arrangement	No	N/A
Single Discount Rate Test	No	$0
Plan Only Reporting Package	No	$0
Cost Sharing Schedules for Primary Government and Component Units	No	$0
Calculation of an Actuarially Determined Contribution	No	$0
	Total	**$9,105**

5605 North MacArthur Boulevard | Suite 870 | Irving, Texas 75038-2631

Basic Services

- Actuarial valuation of employer OPEB in compliance with the requirements of GASB Statements No. 74 and No. 75. The valuation report will include, but is not limited to, the following:

  > The updated Total OPEB Liability, based on the appropriate discount rate for the reporting period.

  > A reconciliation of the Total OPEB Liability, which shows, among other items, the impact of benefit changes, assumption changes, and demographic gains/losses separately.

  > The OPEB expense and supplementary information required by GASB 75.

  > The characteristics of covered active members, retirees, and beneficiaries and other information required for the note disclosures.

  > A statement of outflows and inflows arising from the current reporting period.

  > A statement of outflows and inflows to be recognized in future OPEB expense.

  > A sensitivity analysis providing the Total OPEB Liability based on a 1% higher and 1% lower discount rate.

  > A sensitivity analysis providing the Total OPEB Liability based on a 1% higher and 1% lower health care trend assumption.

Billing Schedule

GRS pricing assumes 30% paid upon acceptance by the government of the engagement, 40% upon delivery of the draft full valuation, and 30% upon delivery of the draft roll-forward report in the second year.

The Master Agreement allows for automatic fee increases based on changes in the Consumer Price Index (CPI), starting in January of 2019. Any CPI related increases will not apply to the fees in this schedule until the next valuation cycle. In March 2023, the NCTCOG approved an amendment with an updated fee schedule to better align fees with services provided.

Basic Options Study

It is anticipated that City of Palestine may want to consider options for mitigating its OPEB liability. Basic Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a Basic Options study will be $1,610 per study.

Fees for plan redesign studies that are not considered basic will be communicated after the specifics of the proposed plan changes are discussed.

Additional Services

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

GRS Resource Classification	*Hourly Rates*
Lead Actuary	$410
Actuarial Staff	$260
Support Staff	$230

A copy of this engagement letter will be made a part of the master agreement between City of Palestine and GRS.

CITY OF PALESTINE, TX

_____ _____
Date

GABRIEL, ROEDER, SMITH & COMPANY

Daniel J. White, Vice President — 3/21/2025
Date

Master Agreement
Other Post Employment Benefits (OPEB) Actuarial Valuations

Pursuant to the award of RFP NCT-2017-02 (Other Post Employment Benefits (OPEB) Actuarial Valuations) by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which City of Palestine, Texas hereinafter referred to as 'CONTRACTING GOVERNMENT" has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal (RFP # NCT-2017 02) issued by NCTCOG on January 4, 2017 and our contract with NCTCOG, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed for the CONTRACTING GOVERNMENT.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the required fees. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

A. **Tax Exempt Entities.** **CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.**

B. **Role of NCTCOG.** **NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.**

C. **Aggregate Information.** **GRS agrees to supply the CONTRACTING GOVERNMENT with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.**

D. **Fees. GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services. Fees are subject to inflation adjustments starting in January of 2019. The fees associated with each valuation cycle will be provided in a separate engagement letter.**

E. **Review of Charges.** **CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.**

F. **Professional Standards.** **GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.**

GABRIEL, ROEDER, SMITH & CO.

By: _____ **Date:** **April 9, 2020**

Title Chief Executive Officer

CONTRACTING GOVERNMENT

By _____ **Date:** **4/8/2020**

Title: **Mayor**

	Optional Services	
01	Updating actuarial valuations to the measurement date	$1,500
02	Upgrade roll-forward to full valuation	$3,300
03	Plan only reporting package for separately issued financial statements	$800
04	Cost Sharing schedules for primary government and component units	To be quoted
05	Pricing valuation for OPEB plan changes (Basic)	$1,300
06	Pricing valuation for OPEB plan changes (Non-Basic)	To be quoted
07	Experience Study	To be quoted
	Consulting on active health plans:	
08	Pricing of premiums for self-insured health plans	To be quoted
09	Cost trend analysis	To be quoted
010	Hourly rate for additional services-responsible actuary	$330
011	Hourly rate for other actuarial staff	$215
012	Hourly rate for additional services-support staff	$185
013	In person meeting/presentation-per meeting*	$1,300
014	Calculation of an Actuarially Determined Contribution	To be quoted
015	Money-weighted rate of return	$500
016	Initial GASB 75 report based on roll-forward of a previously completed GRS GASB 45 Valuation	$2,500
017	Initial GASB 74/75 report based on Roll-forward of a previously completed GRS GASB 45 Valuation**	$4,000

*Fee for in-person meeting/presentation does not include travel expenses. Fees for travel outside the Dallas/Fort Worth metroplex will be the responsibility of the employer. **Fee will be reduced by $1,000 if a Blended Discount Rate test is not needed.

PRICING ASSUMPTIONS

a. Pricing assumes that all participating entities offer basic vision and dental and life insurance to employees and retirees
b. Pricing assumes for annual valuations: 50% paid upon initiation of the work and 50% upon receipt of the draft report. For biennial valuations 30% upon initiation of the work, 40% upon delivery of the draft valuation and 30% upon delivery in the second year of the rolled forward report.
c. Number of OPEB participants will be determined as of the date the valuation is performed.
d. Pricing will be held constant until January 2019 (approximately one and half years after contract award) and then be adjusted in relation to the Consumer Price Index-All Urban Consumers annually for each of the remaining six years. Starting in January 2019, the fees increase based on the November over November increase to the CPI-U. For example, the fees for 2019 would be increased by the change in the CPI-U from November 2017 to November 2018. Annual fee increases must be approved by the NCTCOG, and the NCTCOG has the right to limit the CPI related fee increase in any year. Once an annual or biennial valuation fee is agree to, CPI related fee increases would not impact the valuation fee for that particular valuation cycle. CPI related fee increases would apply to the next valuation cycle.

Docusign Envelope ID: CD06A9B6-8838-448A-9E83-9C1854FAB19C

AMENDMENT #7
to
Agreement # 2017-02 Other Post-Employment Benefits Consulting

This AMENDMENT ("Amendment") to the Services Agreement #2017-02 ("Original Contract") is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

Gabriel, Roeder, Smith & Company
5605 N. MacArthur Blvd., Suite 870
Irving, TX 75038
Attn: Blake Orth
(469) 524-1343
blake.orth@grsconsulting.com

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on **June 13, 2017**; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **extend the Original Contract through June 30, 2027. This is 2 of 2 of the optional renewals.**
- **Payment Clause. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.**
- **The Parties agree to revise Attachment B, by executing an adjustment of fees pursuant to Subsection D, Pricing Assumptions. Fees will be increased by 2.7% in 2025 and 2.5% in 2026.**

Year	Fee Increase
2025	2.7%
2026	2.5%

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Gabriel, Roeder, Smith & Co.

North Central Texas Council of Governments

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Daniel J White 2/18/25

Signature Date

Daniel J White

Printed Name

Vice President

Title

Signed by:

Mike Eastland 2/20/2025

A4E72C1BEF0F426...

Signature Date

R. Michael Eastland
Executive Director

Docusign Envelope ID: CD06A9B6-8838-448A-9E83-9C1854FAB19C

ATTACHMENT I

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).

B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).

C) Telecommunications or video surveillance services used by such entities or using such equipment.

D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.**

SIGNATURE OF AUTHORIZED PERSON: Daniel J White

NAME OF AUTHORIZED PERSON: Daniel J White

NAME OF COMPANY: Gabriel, Roeder, Smith & Company

DATE: 02/18/2025

-OR-

☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.**

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

Docusign Envelope ID: CD06A9B6-8838-448A-9E83-9C1854FAB19C

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

A) means, with respect to the entity or association, to:

I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

B) An exception to this provision excludes the following:
I. contracts with a sole-source provider; or
II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☒ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

SIGNATURE OF AUTHORIZED PERSON: Daniel T White

NAME OF AUTHORIZED PERSON: Daniel T White

NAME OF COMPANY: Gabrich, Roeder, Smith & Company

DATE: 02/18/2025

-OR-

☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

Docusign Envelope ID: CD06A9B6-8838-448A-9E83-9C1854FAB19C

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON: Daniel J White

NAME OF AUTHORIZED PERSON: Daniel J White

NAME OF COMPANY: Gabriel, Roeder, Smith & Co.

DATE: 02/18/2025

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

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Agenda Date:	April 14, 2025
To:	City Council
From:	Kimberly Beckman, Public Works Admin
Agenda Item:	Authorization to Seek Sealed Bids for New Sewer Taps on Ohio Street
Date Submitted:	04/09/2025

SUMMARY:

Consider authorizing the City Manager to request sealed bids for new sewer taps on Ohio Street, from S. Sycamore Street west to Magnolia Street.

This sewer line extension is intended for new homes that are currently under construction. The home builder will cover the costs associated with this sewer line extension.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to seek sealed bids for new sewer taps on Ohio Street.

CITY MANAGER APPROVAL:

Attachments

Map

Palestine Utility App

Agenda Date:	April 14, 2025
To:	City Council
From:	Kimberly Beckman, Public Works Admin
Agenda Item:	Authorization to Seek Sealed Bids for New Waterline Replacement on W. Oak Street
Date Submitted:	04/09/2025

SUMMARY:

Consider authorizing the City Manager to seek sealed bids for new waterline replacement on W. Oak Street between Tile Factory Road and W. Point Tap Road.

This new waterline is necessary to remove the existing line from beneath the TXDOT highway. The old cast-iron waterline has been repeatedly breaking within the TXDOT roadway.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to seek sealed bids for new water line replacement on W. Oak Street between Tile Factory Road and W. Point Tap Road.

CITY MANAGER APPROVAL:

Attachments

W Oak Map

Palestine Utility App

Agenda Date:	April 14, 2025
To:	City Council
From:	Kimberly Beckman, Public Works Admin
Agenda Item:	Authorization to Seek Sealed Bids for Asphalt Resurfacing on 38 streets in Districts 3 and 4
Date Submitted:	04/09/2025

SUMMARY:

Consider authorizing the City Manager to seek sealed bids for asphalt resurfacing on 38 streets in Districts 3 and 4.

District 3
Armory Road, Loop 256 to Loop 256
Avenue B, Loop 256 to Fifth Street
Booker Street, W. Palestine Avenue to Dead End past church
Carver Drive, Salt Works Road to W. Oak Street
N. Conway Street, Covert Street to W. Palestine Avenue
Covert Street, N. Spencer Street to W Palestine Avenue
Daily Street, W. Hamlett Street to Dead End
W. Debard Street, N. Russell Street to N. Howard Street
Dee Ann Street, Court Drive to Saltworks Road
Durham Street, Covert Street to W. Illinois Street
Eilenstein Street, Douglas Street to W. Palestine Avenue
Ferguson Road, Westwood Road to W. Oak Street
W. Green Street, N. Cottage Avenue to N. Conway Street
Griggs Street, W. Lacy Street to W. Roberts Street
N. Howard Street, W. Gilbert Street to W. Kolstad Street
Ike Street, Booker Street to Dead End
W. Illinois Street, Durham Street to N. Jackson Street
W. Lacy Street, W. Palestine Avenue to Dead end
McNeil Street, Yeager Street to N. Variah Street
N. Jackson Street, W. Oak Street to W. Spring Street
Penny Street, Manning Street to W. Hamlett Street
Pillar Street, McNeil Street to W. Oak Street
Rampart Street, McNeil Street to Dead End
Salt Works Road, Joe Louis Street to Future Street
Shady Oak Drive, Salt Works Road to Dead End
Sixth Street, Avenue C to W. Oak Street
Thomas Road, Salt Works Road to Court Drive
Upper Lake Road, W. Spring Street to Martin Luther King Boulevard
N. Variah Street, McNeil Street to Loop 256

District 4
Bassett Road, Court Drive to W. Oak Street

Buttermilk Drive, Court Drive to Dead End
Edgewood Circle, Juniper Drive to Dead End
Edna Drive, W. Point Tap Road to Panther Boulevard
Florence Street, W. Oak Street to Sanderson Farms Parkway
Henry Crawford Road, W. Oak Street to Dead End
Oxford Road, Thomas Road to Selkirk Avenue
Parkcrest Drive, Holmes Street to W. Point Tap Road
Reagan Street, Tile Factory Road to Dead End

These projects will involve removing the existing asphalt, repairing all base failures, and relaying 2 inches of Type D Hot Mix. These roads were identified in the pavement study completed in 2024 and approved by the Council.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to seek sealed bids for asphalt resurfacing on 38 streets in Districts 3 and 4.

CITY MANAGER APPROVAL:

Attachments

District 3 Maps
District 4 Maps

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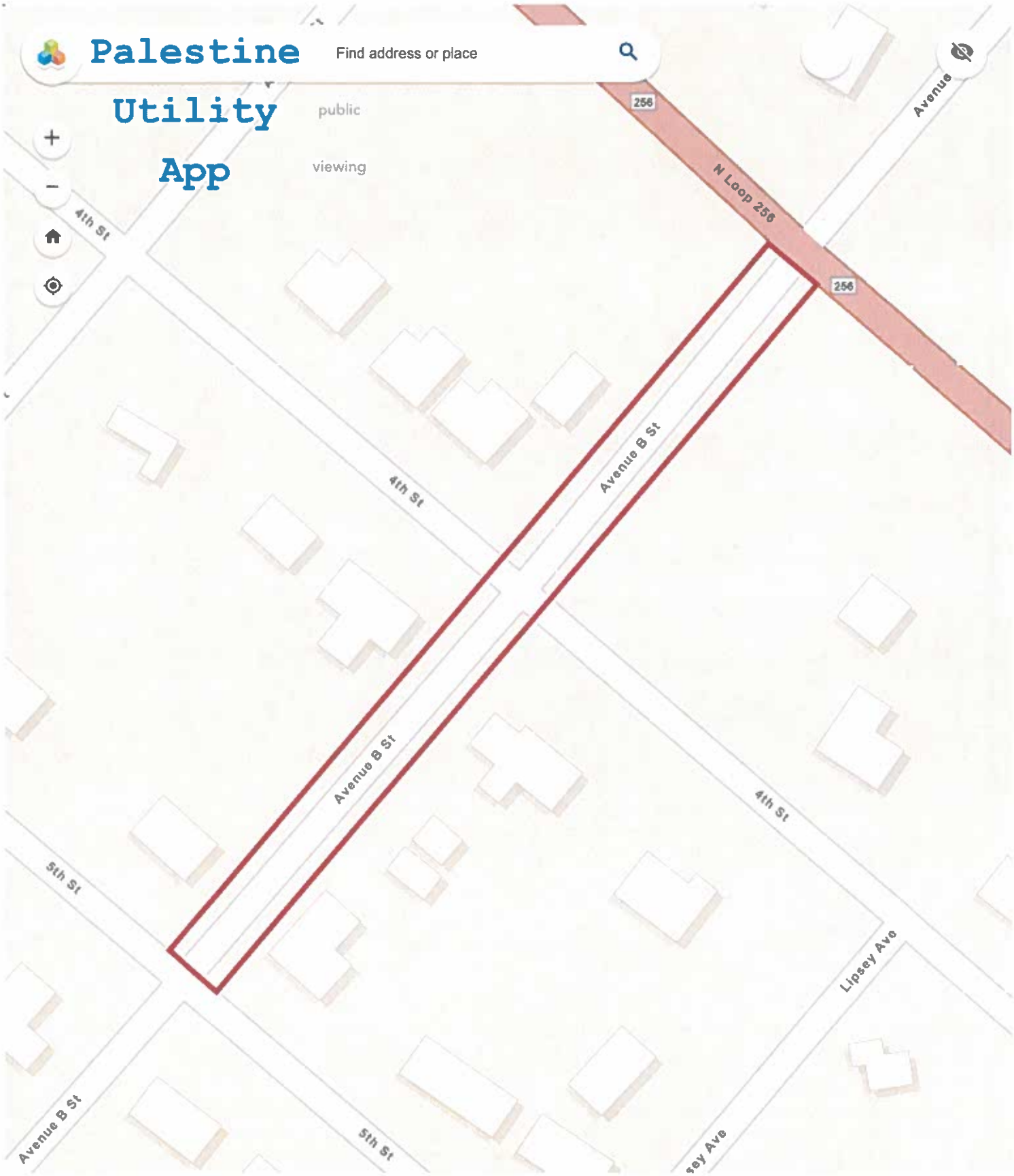

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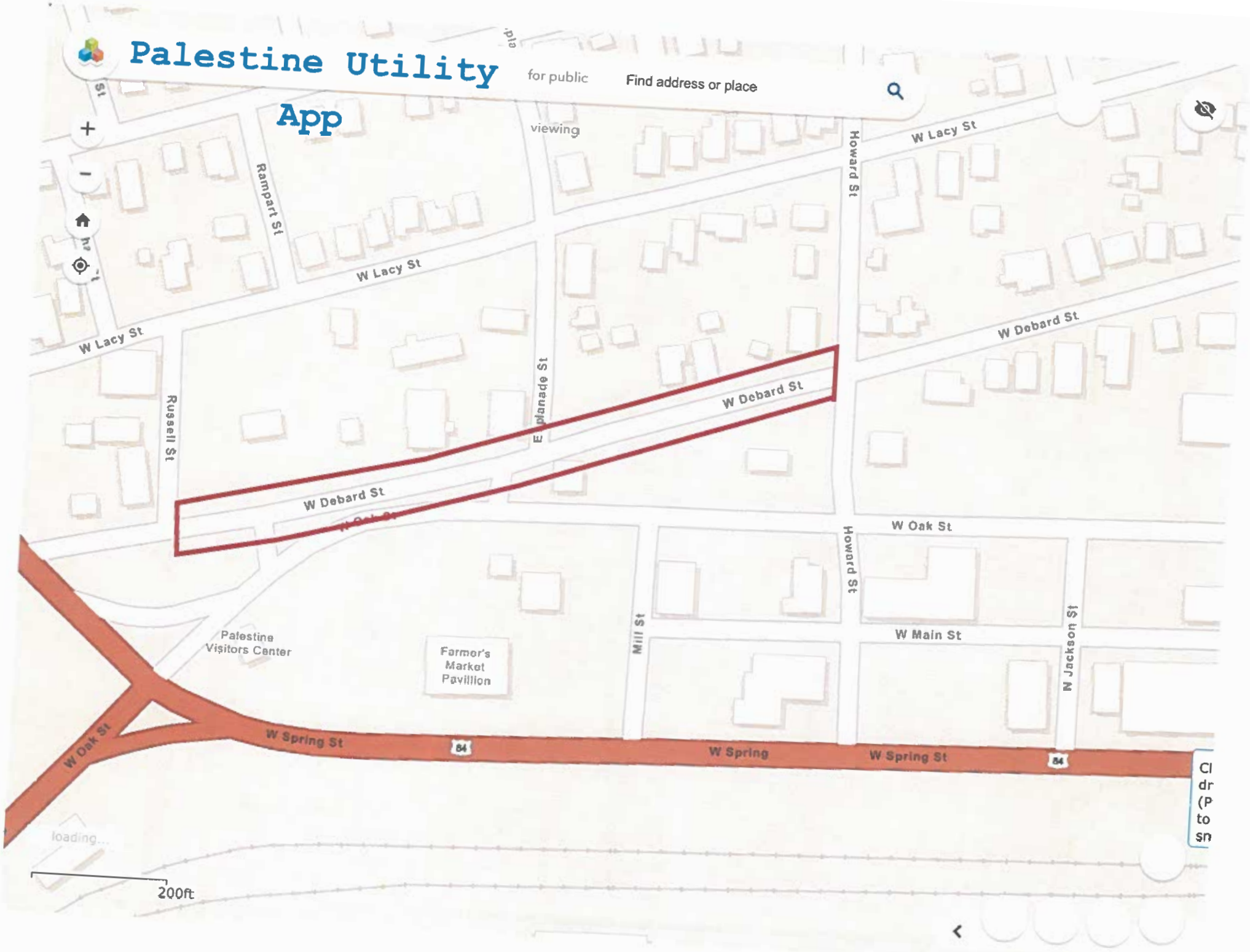

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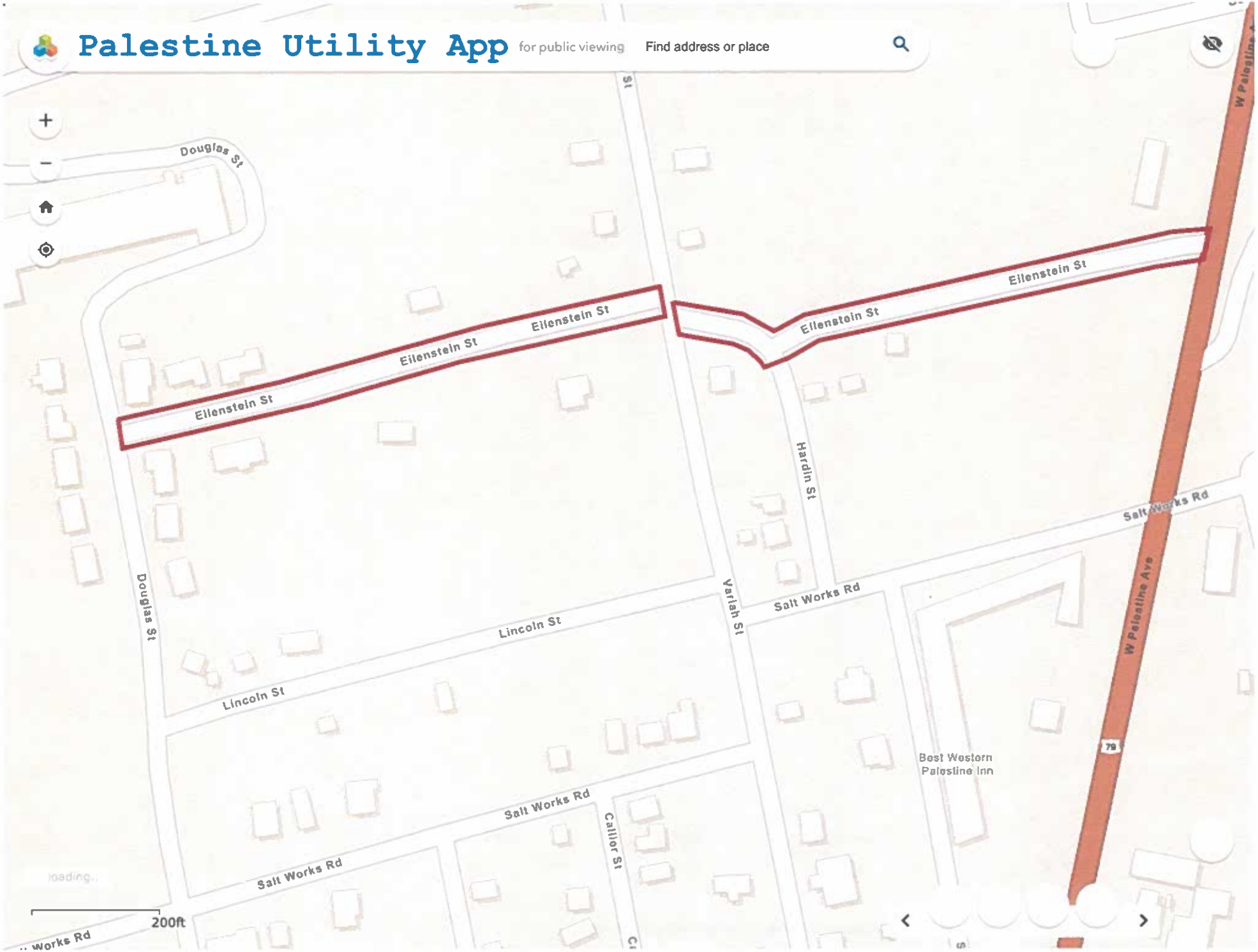
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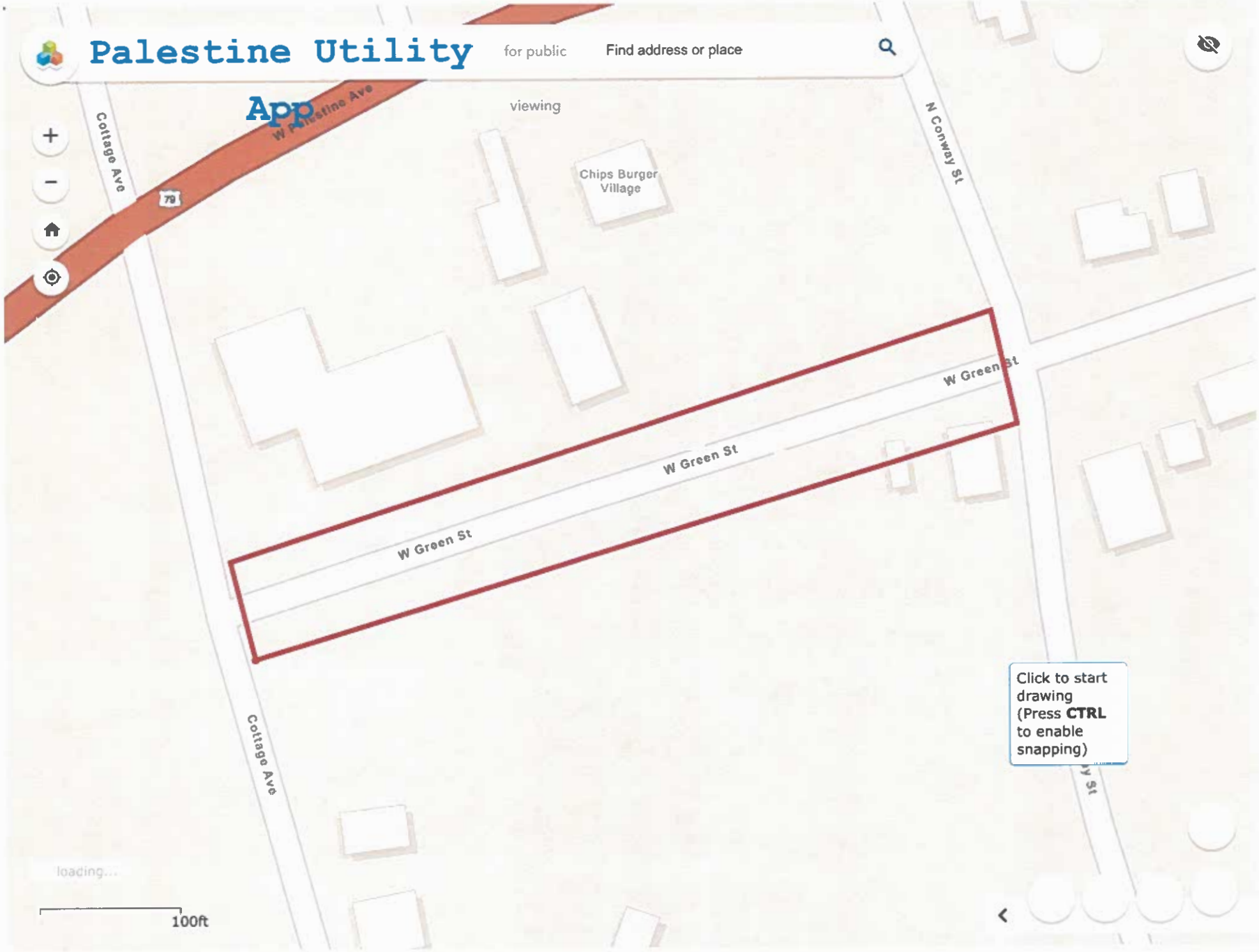
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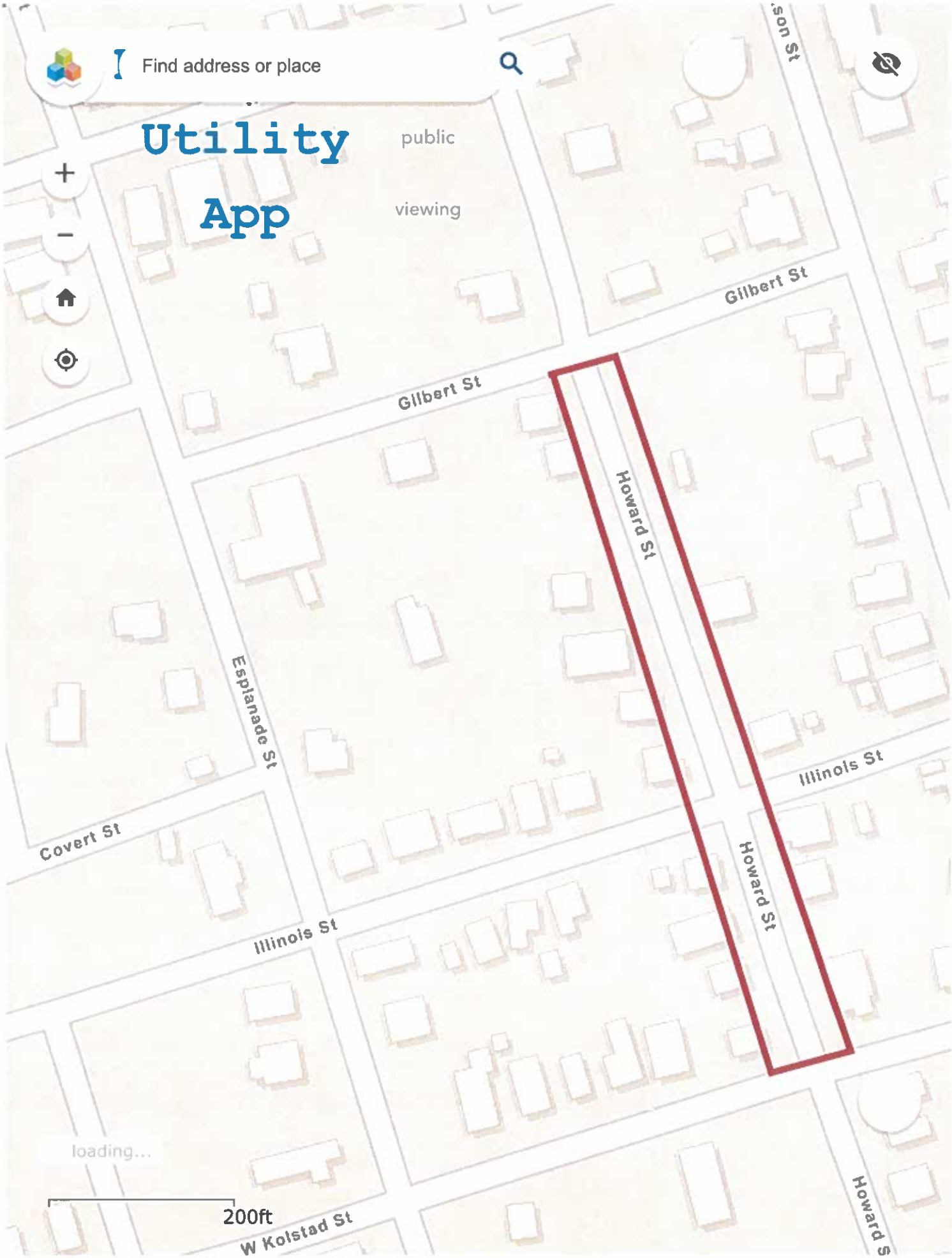
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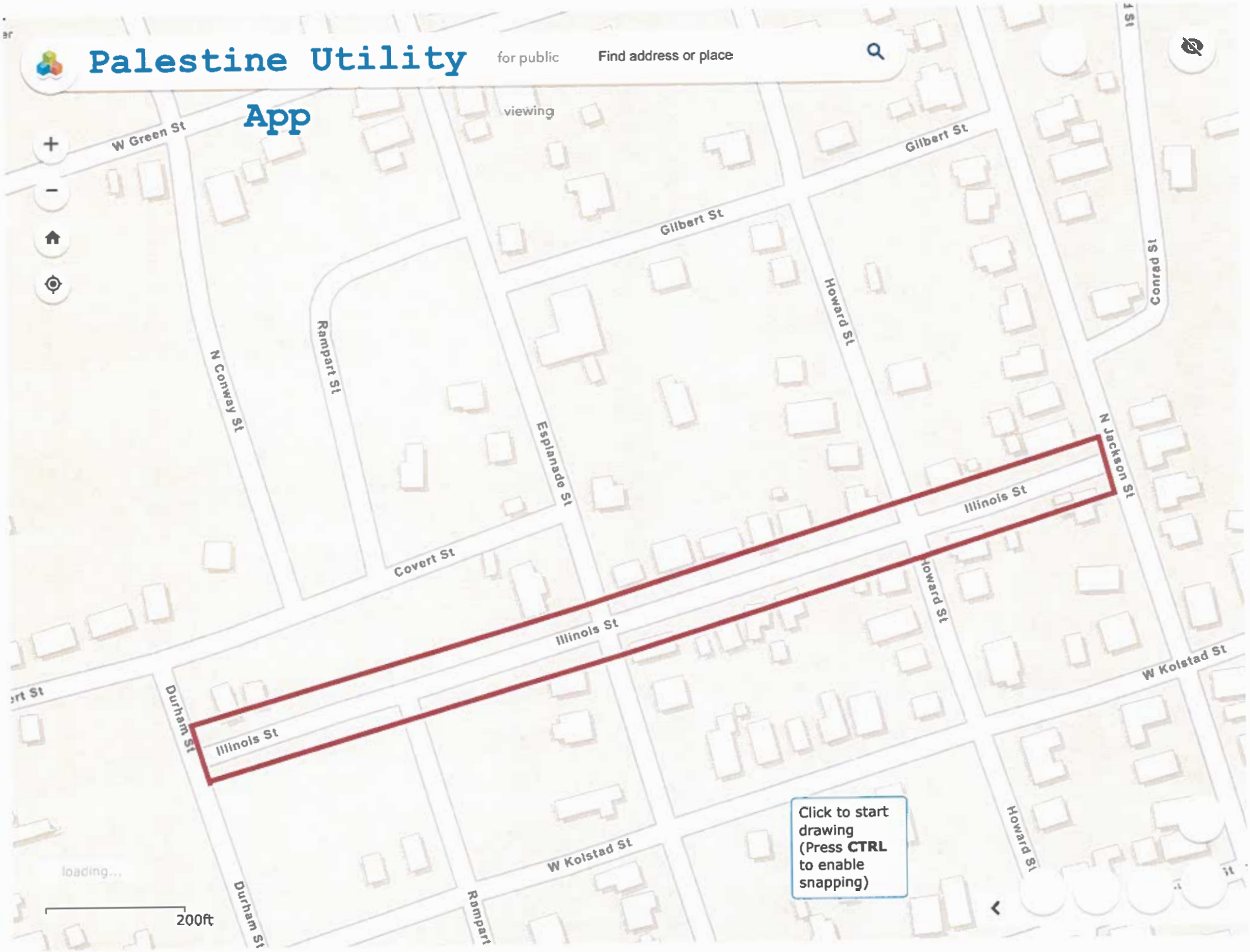
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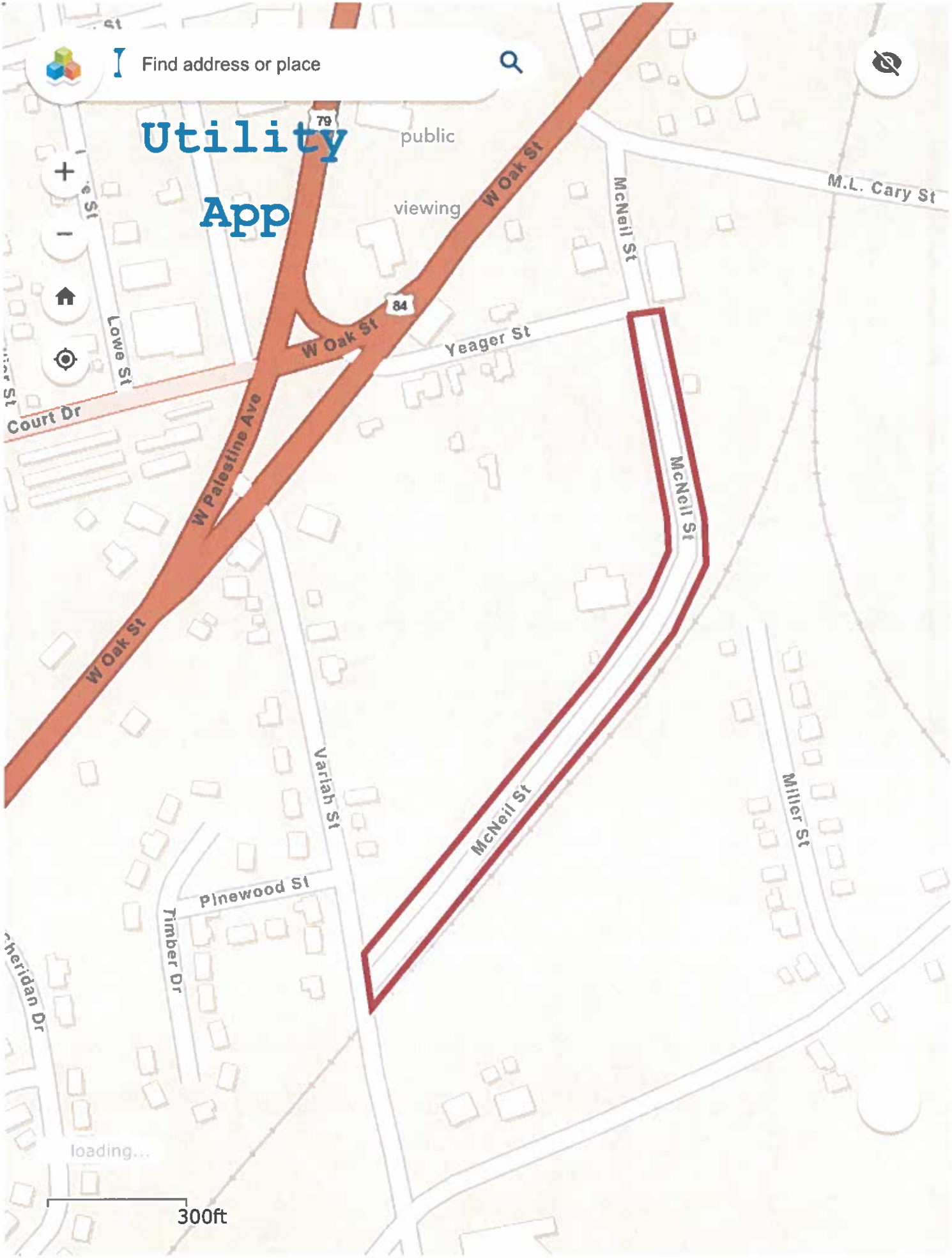
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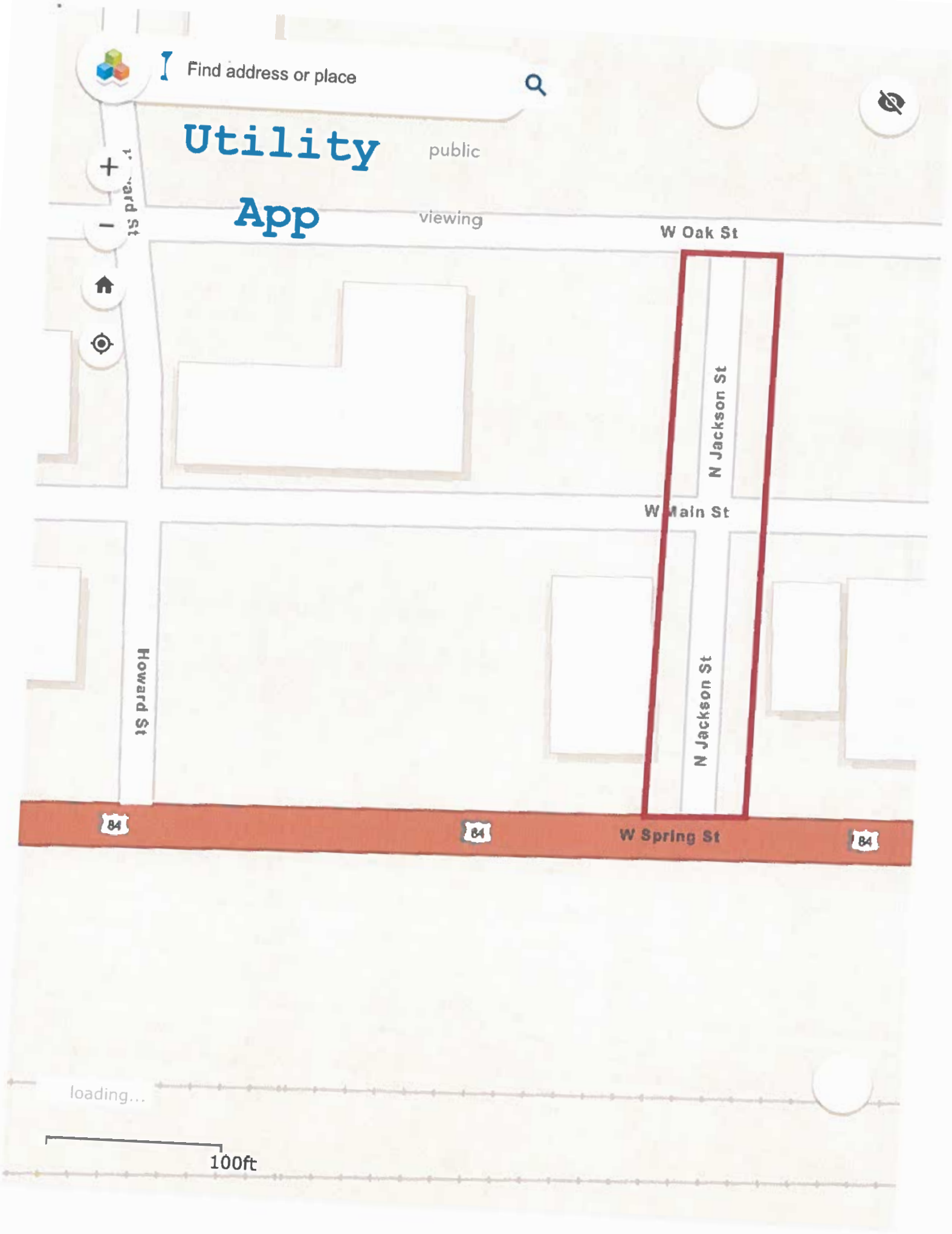
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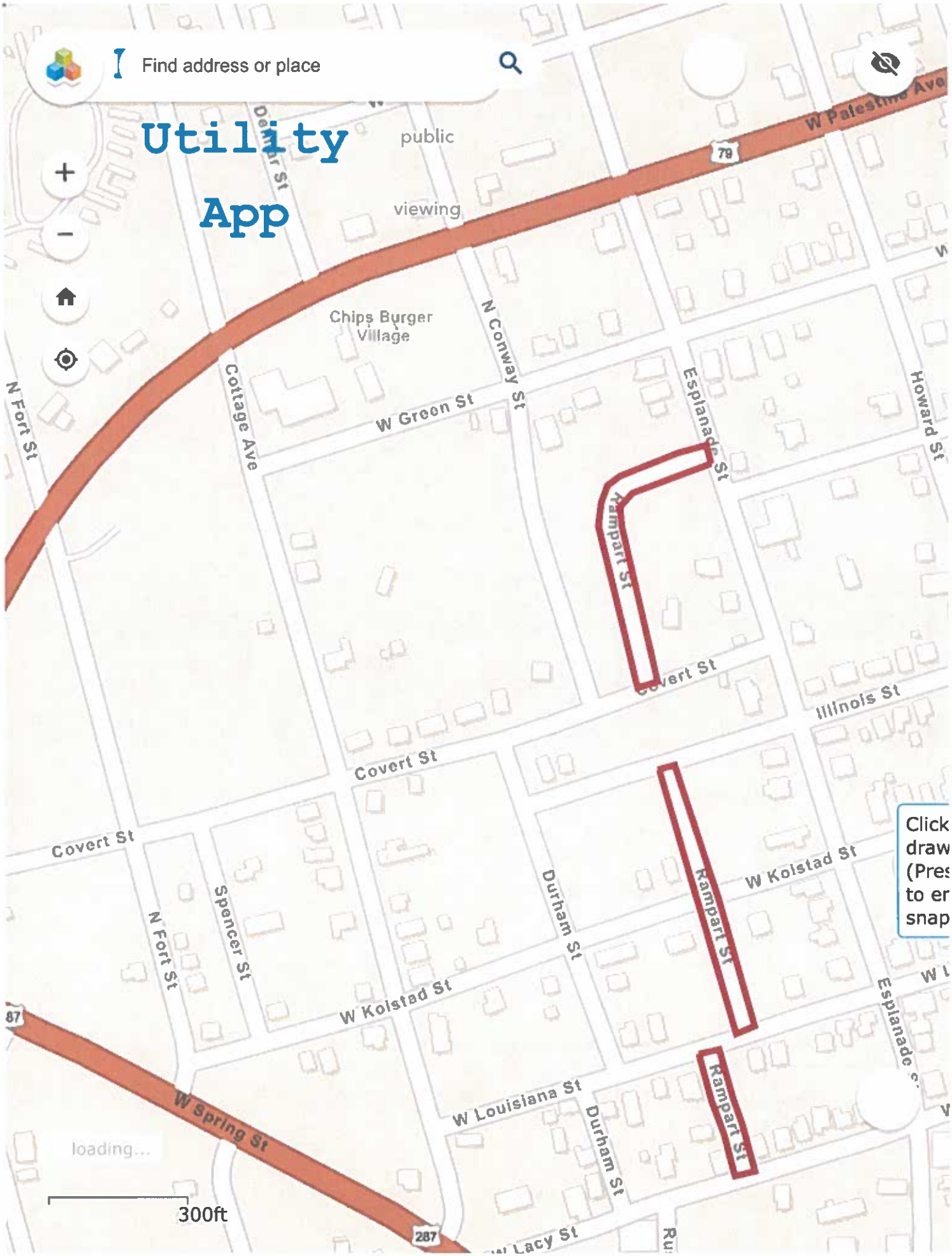
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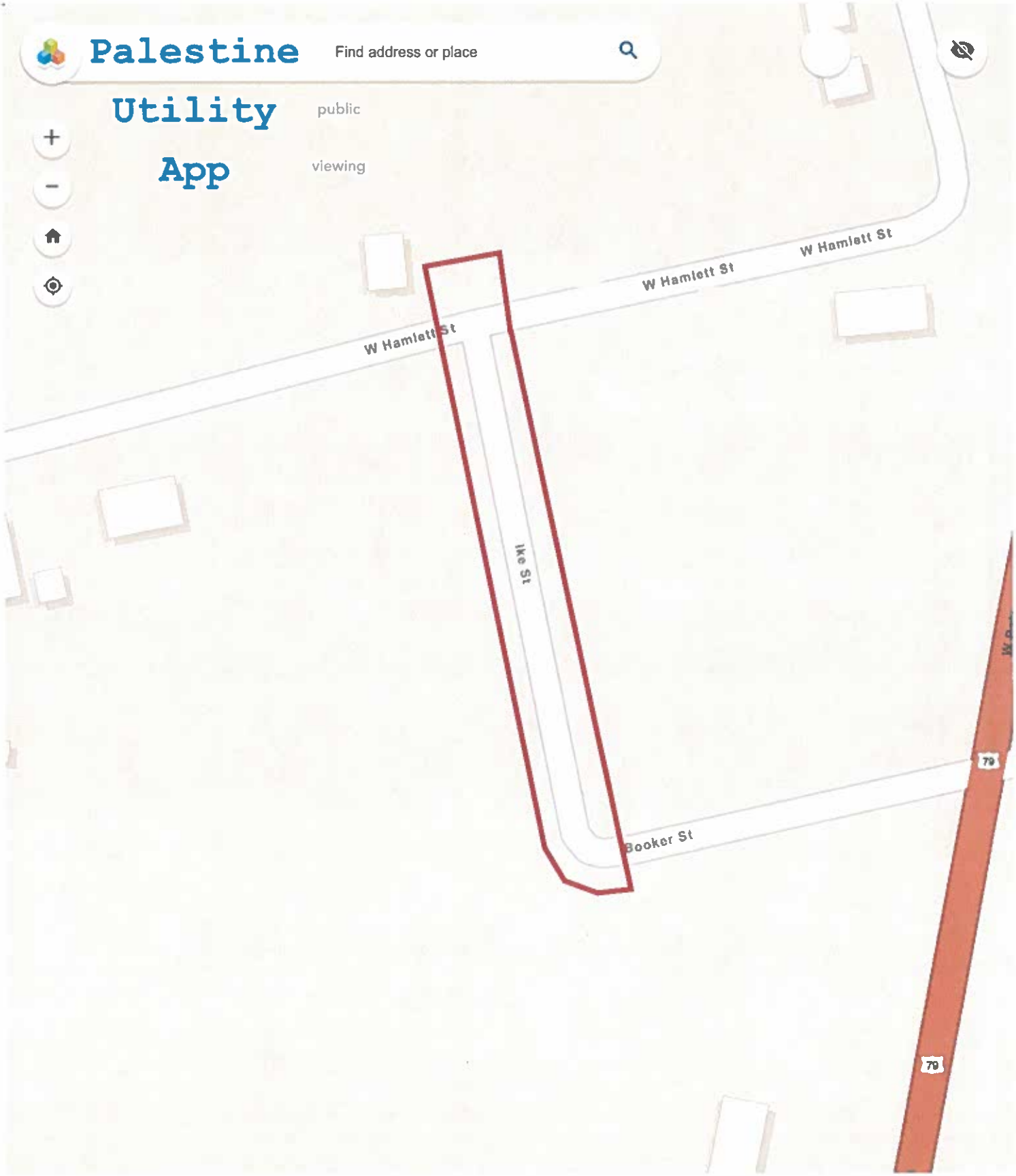

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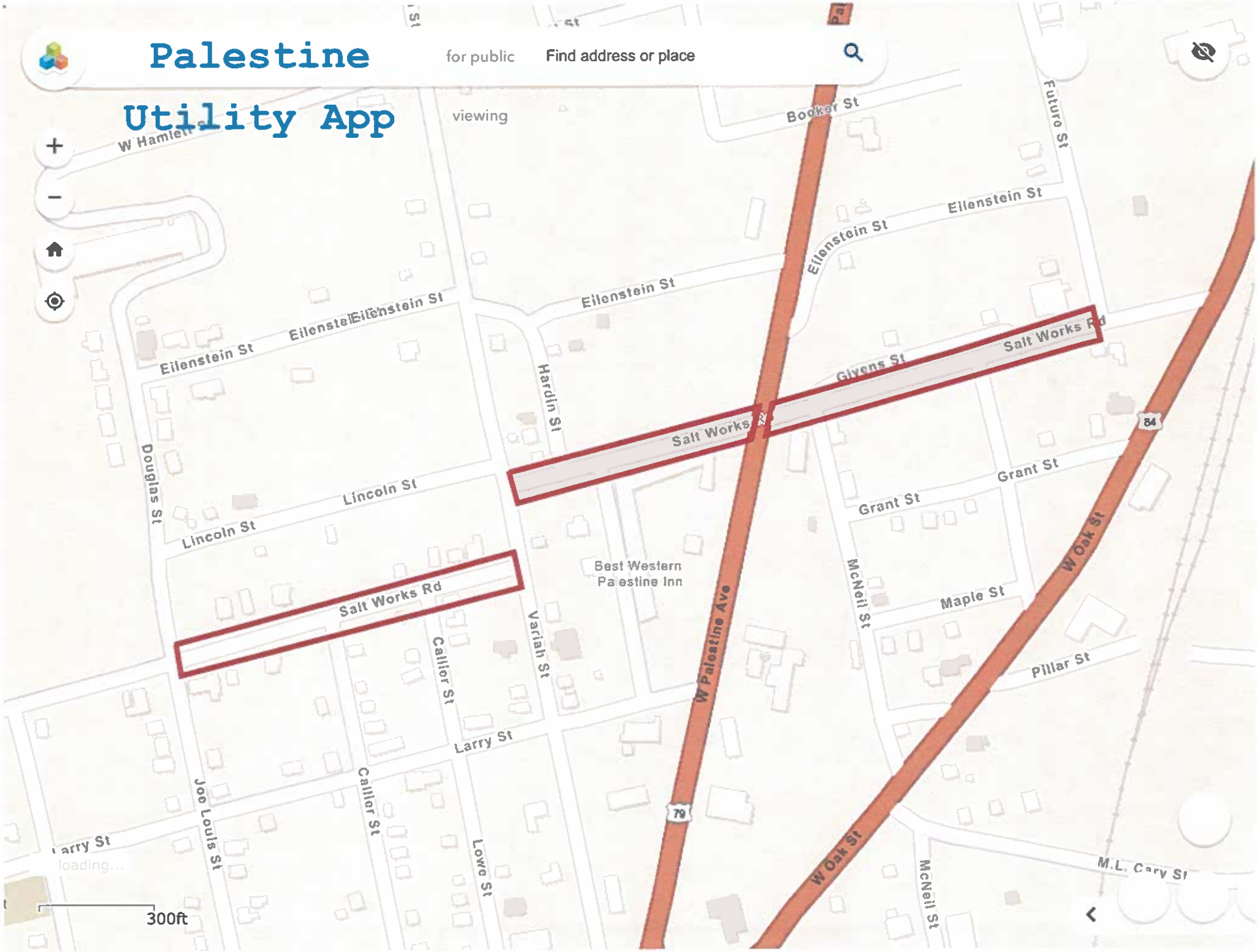

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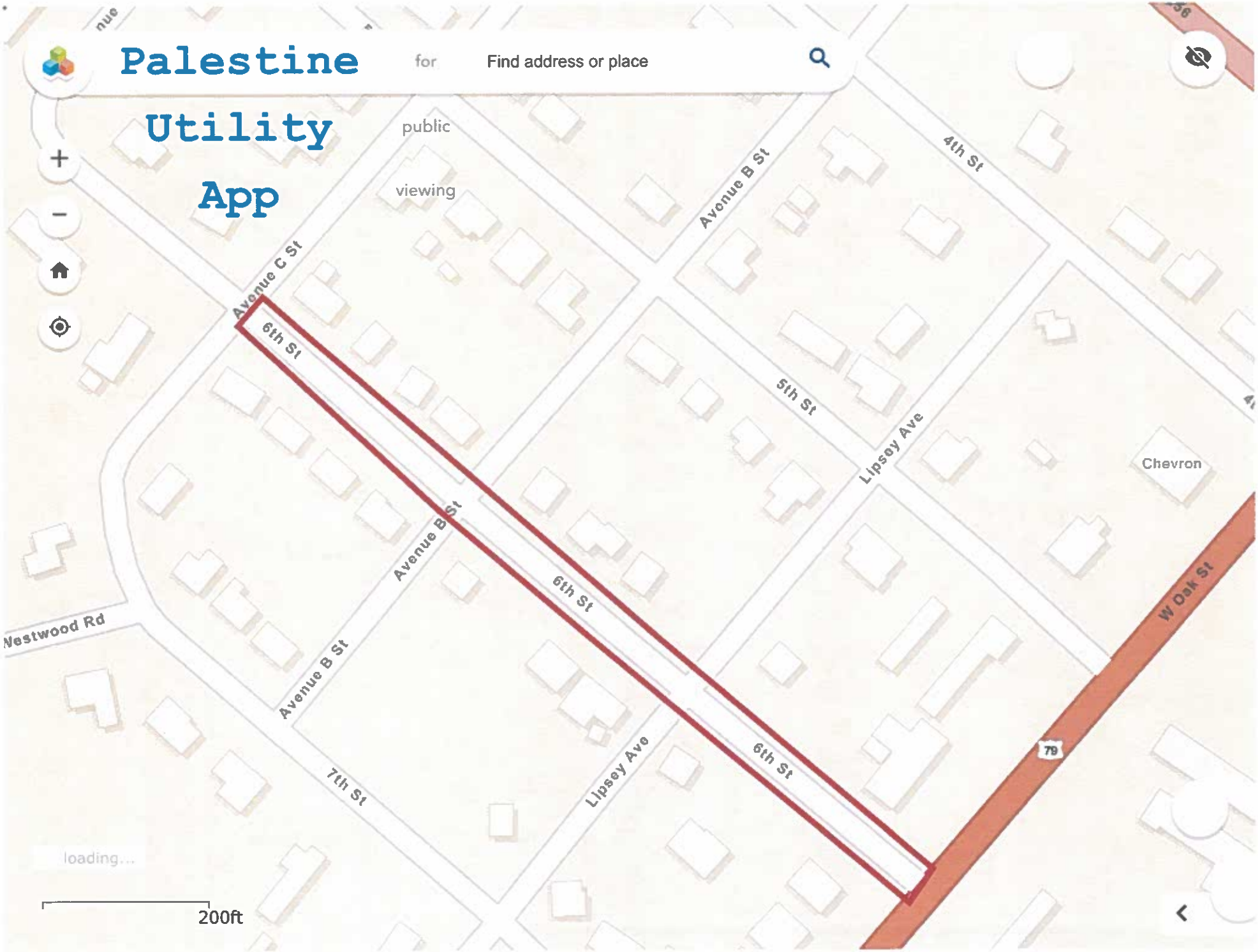

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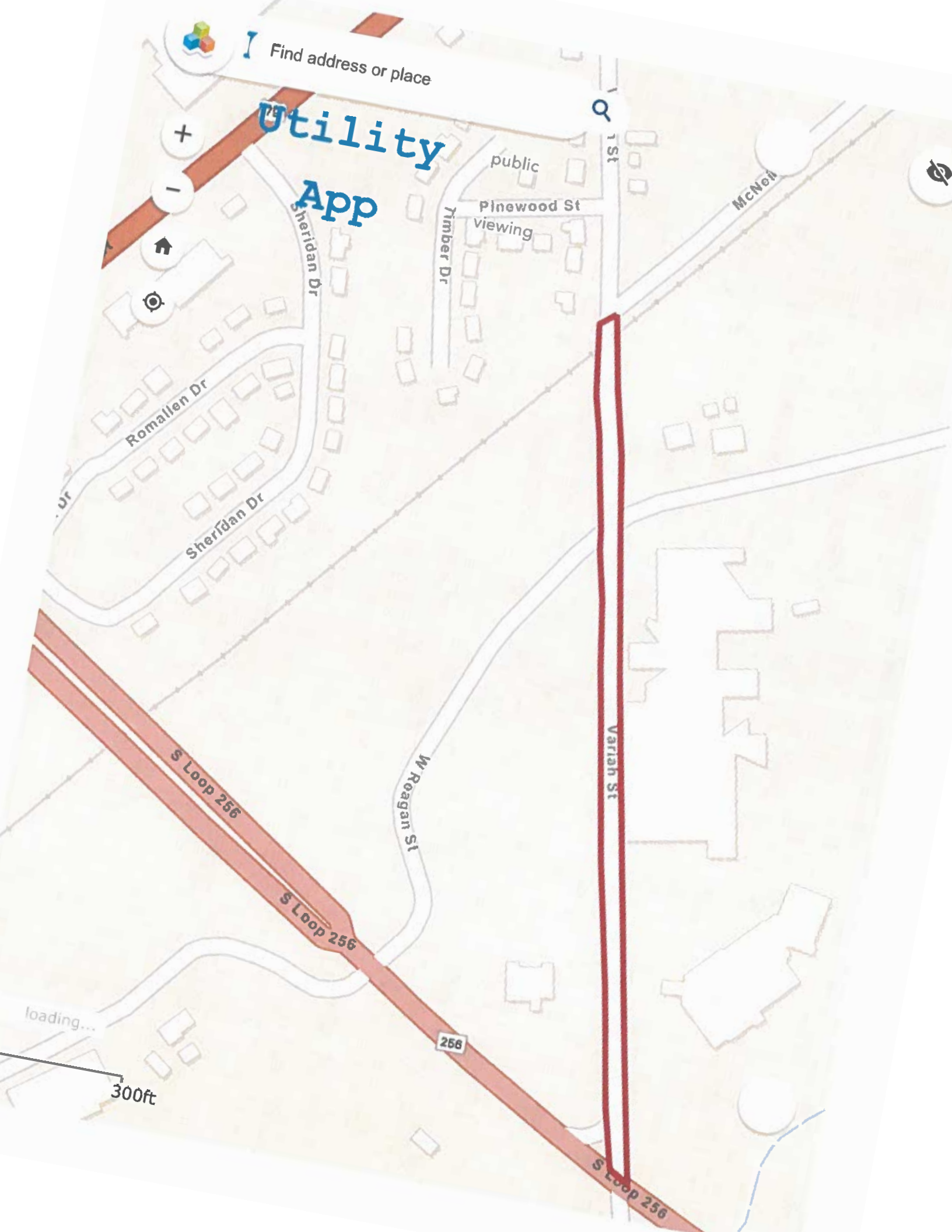
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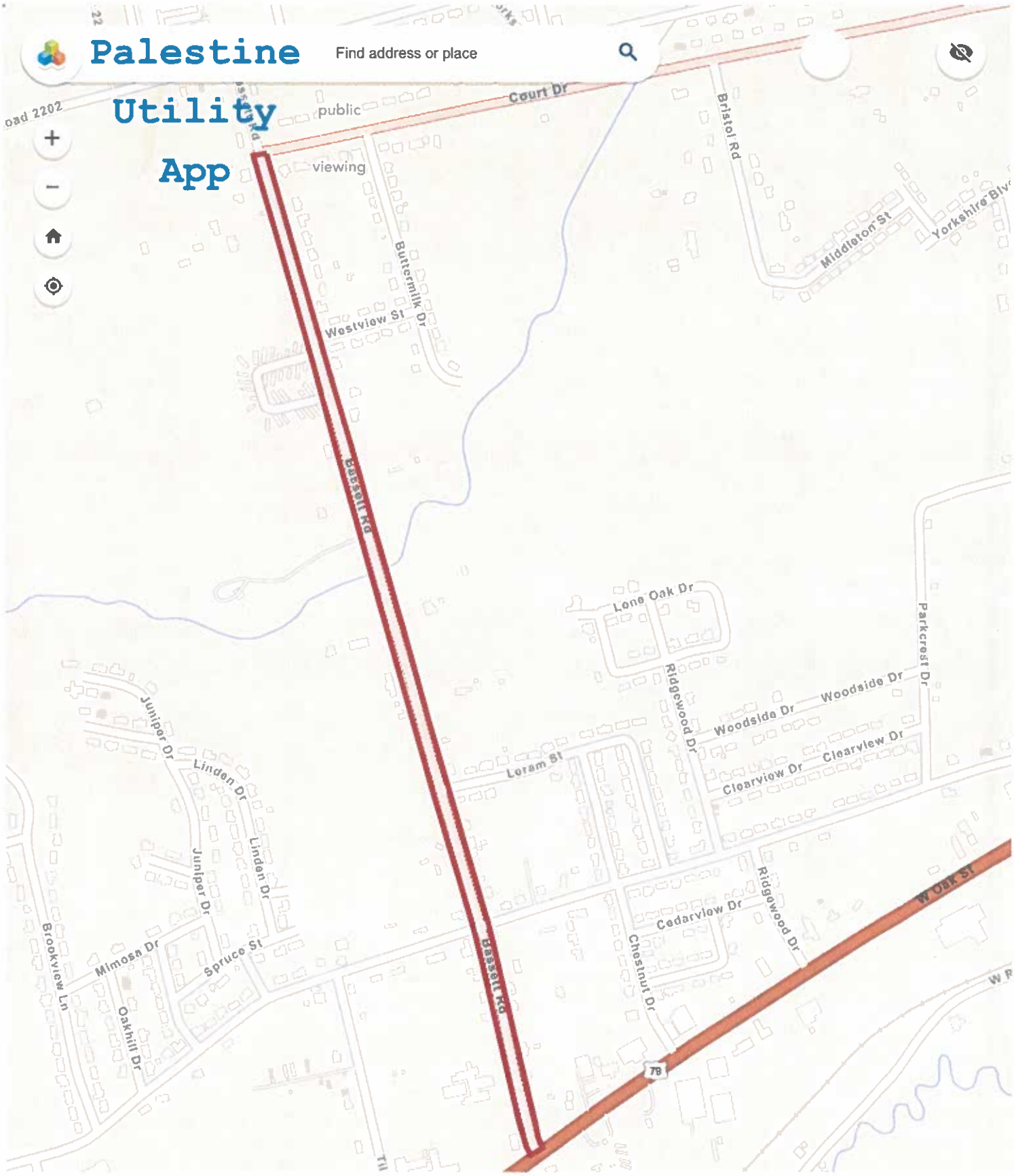
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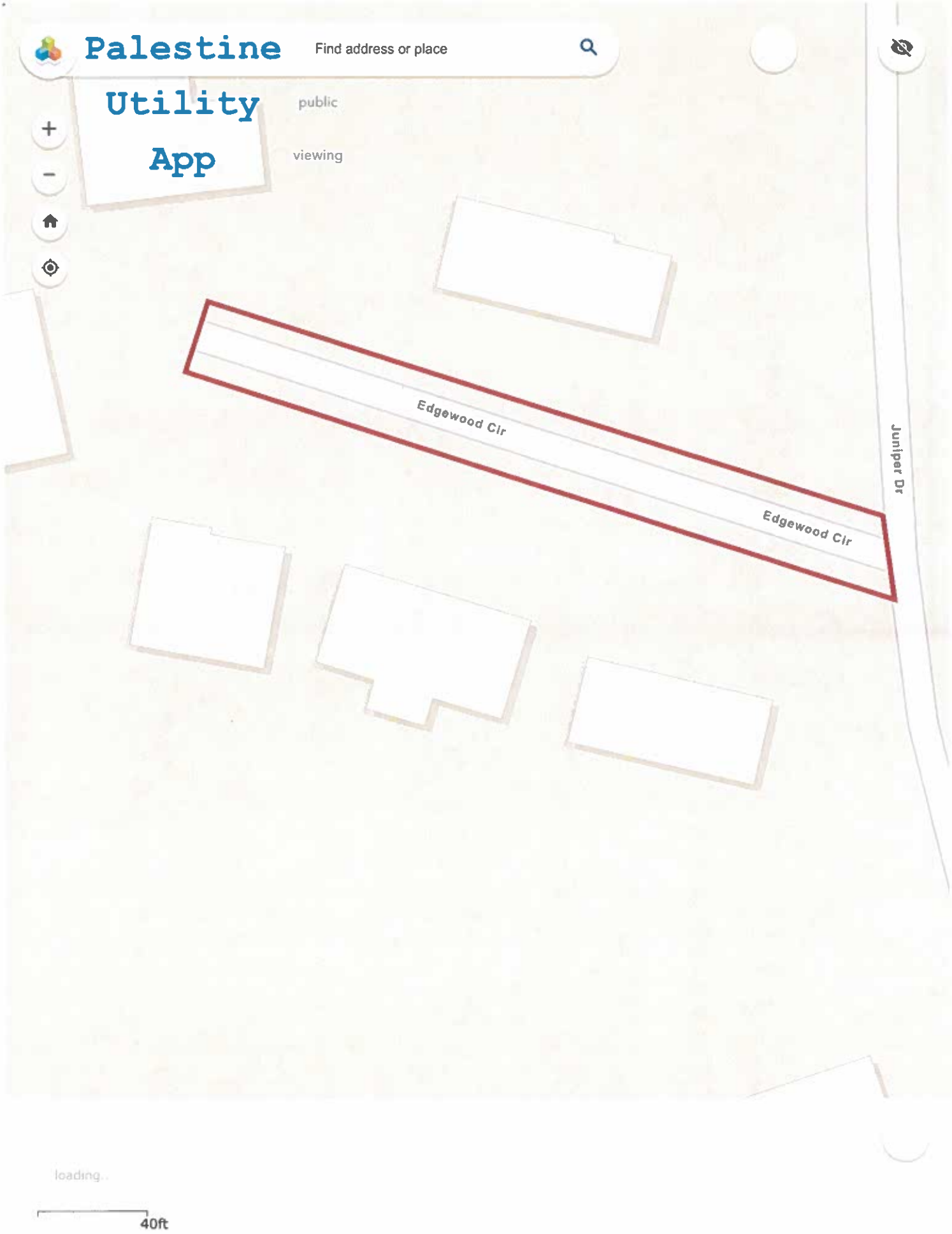
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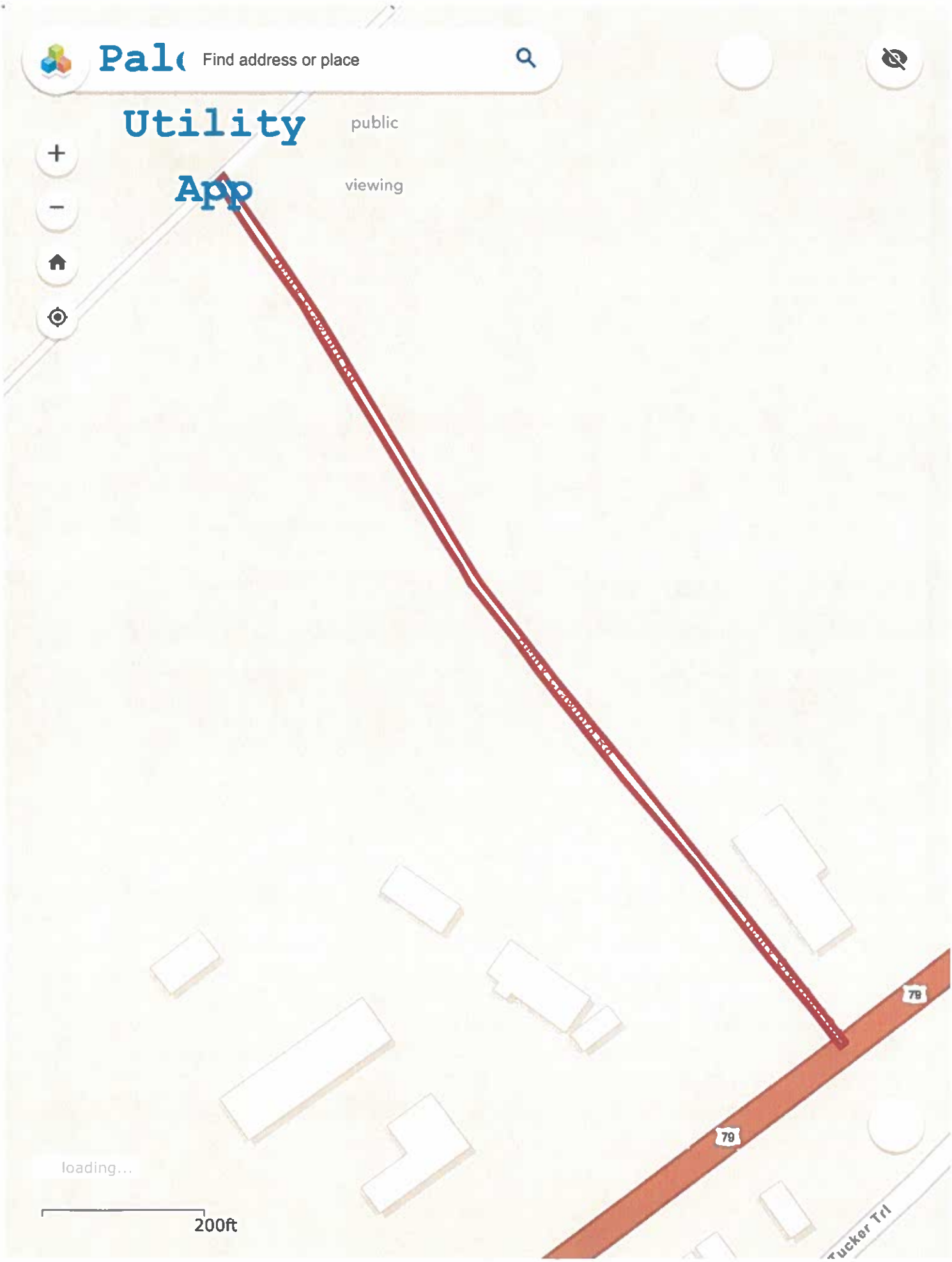
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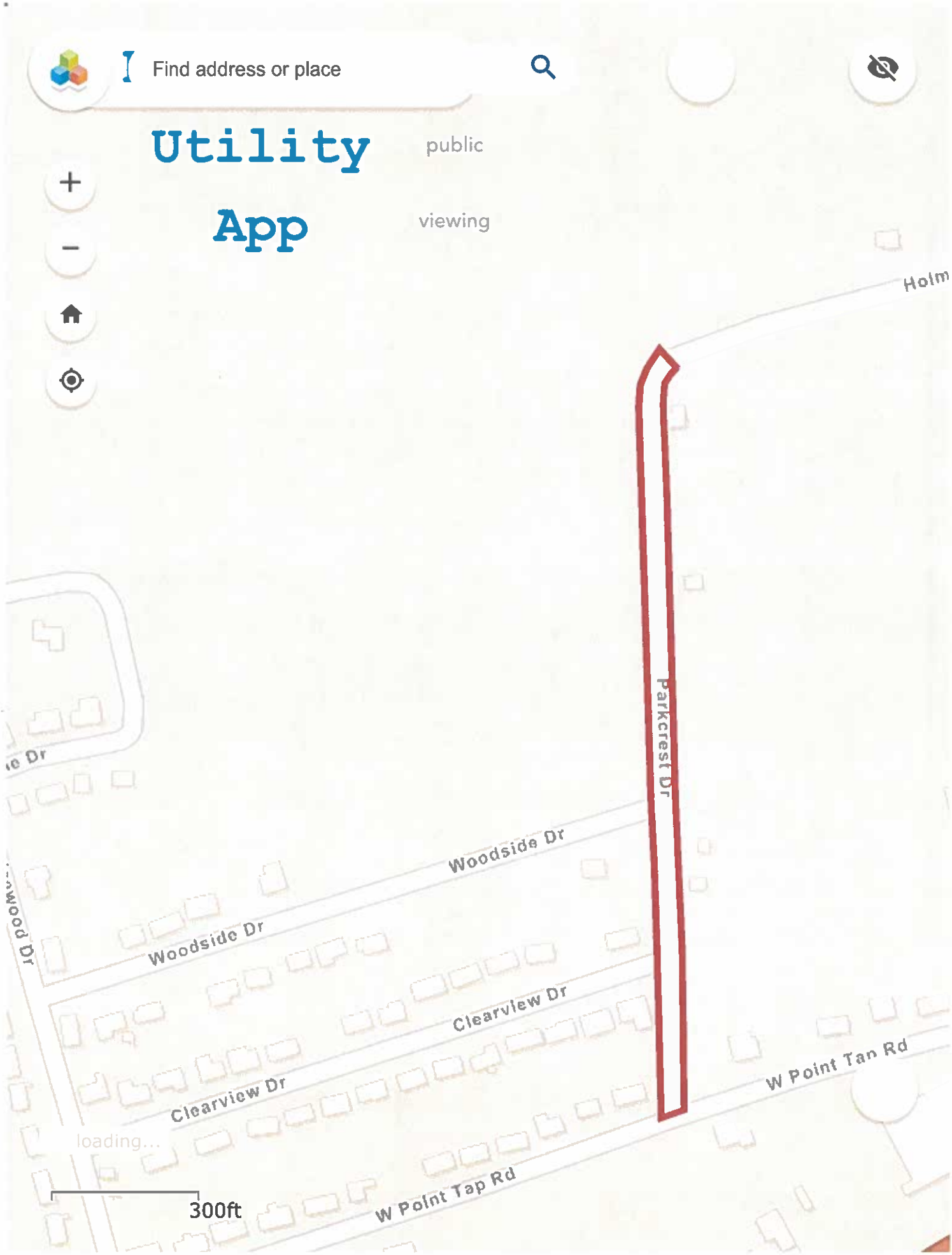
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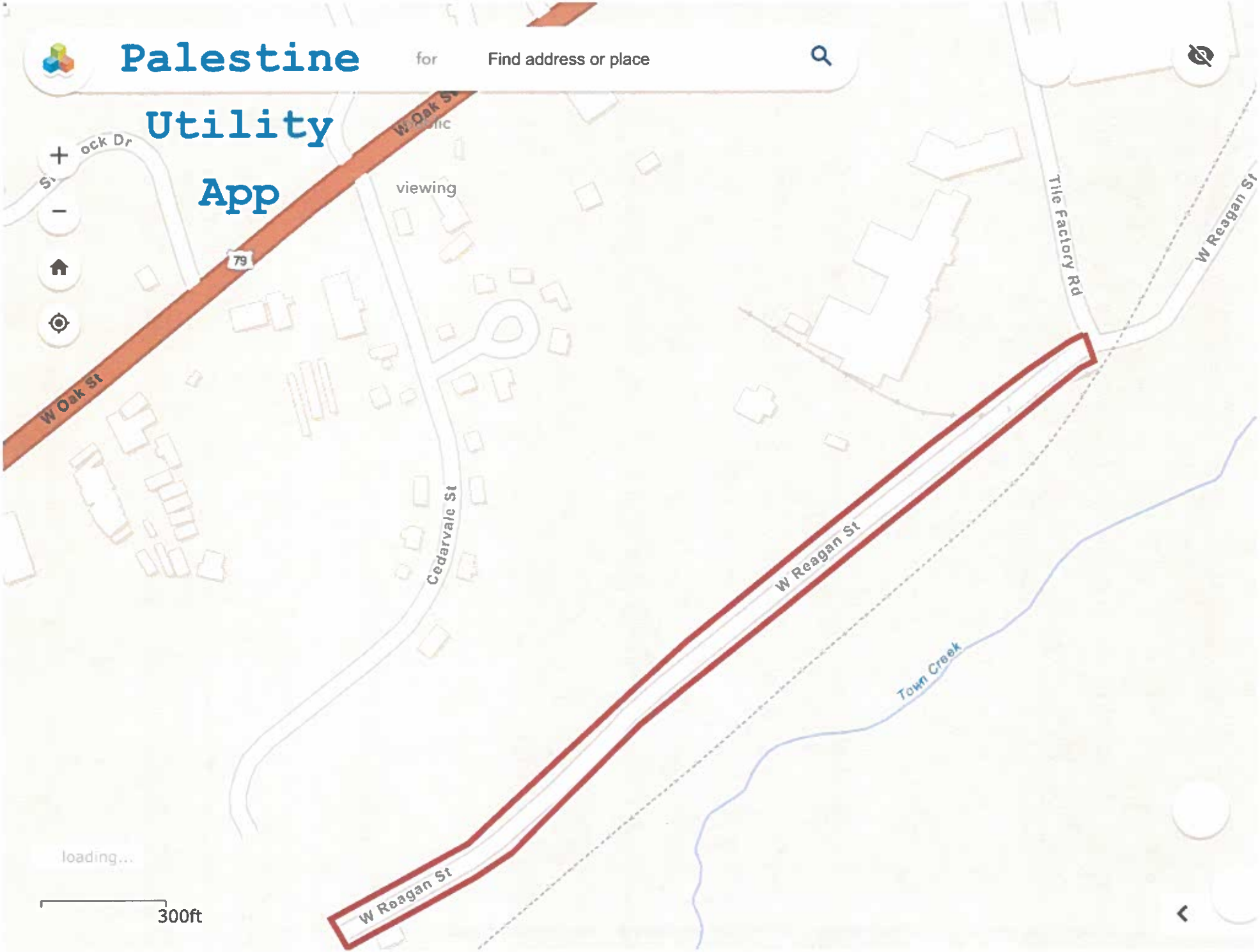

Agenda Date:	April 14, 2025
To:	City Council
From:	Kimberly Beckman, Public Works Admin
Agenda Item:	Authorization to Accept Additional Purchase of Sodium Bisulfite for Wastewater Treatment Plant
Date Submitted:	04/09/2025

SUMMARY:

Consider authorizing the City Manager to accept an additional purchase of Sodium Bisulfite for De-Chlorination at the Wastewater Treatment Plant in an amount not to exceed $34,000.00.

We did not award chemical bids until October 28, 2024, at which time the budget had already been approved. The amount we budgeted was based on the previous year's amounts, so we did not have the current pricing. This year, we plan to conduct our chemical bids earlier to avoid this issue. We awarded the annual contract to Purify on October 28, 2024, and we will not solicit bids again until later this year.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to accept an additional purchase of Sodium Bisulfite for WWTP.

CITY MANAGER APPROVAL:

Attachments

Purify Bid

Copy of Agenda Item

1707 Townhurst Drive
Houston, Texas 77043
Phone: 713-463-1929
Fax: 832-436-4708
customerservice@purifywt.com

PURIFY

CHEMICAL LIST WITH BID PRICING

FOR RFP 2024-014 WASTEWATER TREATMENT PLANT CHEMICALS

Names	Quantity	Price
Sodium Bisulfite*	78,000 LBS per year	$0.33799 per Wet LB** Or $3.89 per Gallon
Cationic water-soluble polymer in emulsion	(17) Totes per year. 2300 LBS ea, 265 gallons per tote	No Bid
Chlorine	20-25 1 Ton CL2 Cylinders per year	No Bid

*We have remote monitoring for auto deliveries and are able to pump product into a day tank.
** Based on specific gravity of 1.38

Delivery Fees: No Delivery Fees

# of Days Required to Deliver After Receipt of Order: Within 3 Business Days

Alan Falik, President/CEO

10/02/2024
Date

THE CITY OF PALESTINE TEXAS 1846

Agenda Date: October 28, 2024
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Consider awarding bid RFP 2024-014 - Wastewater Treatment Plant Chemicals
Date Submitted: 10/23/2024

SUMMARY:

Consider awarding bid RFP 2024-014 - Wastewater Treatment Plant Chemicals as follows:

Sodium Bisulfite: Purify - $0.33799 Wet LB or $3.89 per gallon, not to exceed $60,000.00
Cationic Water Soluble Polymer in Emulsion: Polydyne Inc. - $1.78/lb, not to exceed $40,940.00
Chlorine: Brenntag Southwest, Inc. - $2700 per 1-ton cylinder, not to exceed $67,500.00

RECOMMENDED ACTION:

Staff recommends awarding bid RFP 2024-014 - Wastewater Treatment Plant Chemicals as presented.

CITY MANAGER APPROVAL:

Attachments
Bid Tab
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Agenda Date:	April 14, 2025
To:	City Council
From:	Cassie Ham, Tourism Marketing Manager
Agenda Item:	Letter of support for an Application to Host the Smithsonian Museum on Main Street Exhibit
Date Submitted:	04/09/2025

SUMMARY:

The application period for the 2026-27 exhibit of the Museum on Main Street (MoMS) Spark! Places of Innovation, is open. The Main Street Department and Tourism Department would like to apply to host the MoMS exhibit for one of the 6-week exhibition periods as a supplement to our Heritage Tourism Efforts. Part of the application process is to offer letters of support from elected officials and other community stakeholders. MoMS is a traveling exhibition program through the Smithsonian Institution Traveling Exhibition Service, which aims to engage small-town audiences and revitalize underserved rural communities.

Additional Information:
A vacant building in the Main Street District is typically utilized to host the exhibit.
Volunteers community-wide would be utilized to docent the exhibit.
A budget of $10,000 should be set aside to cover any expenses related to acquiring, hosting, and dispersing the exhibit artifacts. The average spend for a host community is between $5,000 and $7,000.
The MoMS is also typically a collaborative effort between the host city and surrounding communities. We would, ideally, offer space to neighboring cities in the exhibit to enhance the display.

RECOMMENDED ACTION:

Consider signing the letter of support for the City of Palestine to apply to host the Museum on Main Street exhibit.

CITY MANAGER APPROVAL:

Attachments

Letter of Support from Mayor and Council

City of Palestine
504 N. Queen St.
Palestine, TX 75801
Phone: (903) 731-8400

Texas Historical Commission
Heritage Tourism Team
P.O. Box 12276
Austin, TX 78711

April 14, 2025

Subject: **Palestine's Application to Host the Smithsonian's Museum on Main Street Traveling Exhibit**

Dear Selection Committee,

On behalf of the City of Palestine, we are pleased to express our full support for Palestine's application to host the Museum on Main Street (MoMS) traveling exhibition in partnership with the Smithsonian Institution and the Texas Historical Commission. We believe this opportunity will provide immense cultural, educational, and economic benefits to our community.

The 2026-2027 MoMS tour theme, "Spark! Places of Innovation," aligns perfectly with Palestine's rich history of industry, creativity, and adaptation. With deep connections to railroads, agriculture, and commerce that have shaped the region, our community embodies the spirit of innovation that this exhibit seeks to highlight. Hosting the Museum on Main Street exhibit will allow us to celebrate and share this history while engaging residents and visitors in meaningful conversations about our heritage and future opportunities. We see this as a unique opportunity to amplify our city's cultural presence and foster deeper connections within our Forest Trails Region and beyond.

The City of Palestine recognizes the value of this program in fostering accessibility to high-quality museum experiences, especially in rural communities like ours. We are fully committed to providing the necessary support and resources to ensure the successful hosting of the exhibition, including venue coordination, promotional efforts, and local programming that will enhance the visitor experience.

We strongly encourage the Committee to consider our application favorably as we are very excited about the possibility of bringing this esteemed exhibition to Palestine. Thank you for your time and consideration. Please feel free to reach out if you require any additional information.

Sincerely,

Mitchell Jordan
Mayor, City of Palestine

Sean Conner
Council Member, District 1

Ava Harmon
Council Member, District 2

James Smith
Council Member, District 3

Kenneth Davidson
Council Member, District 4

Angela Woodard
Council Member, District 5

Christopher Gibbs
Council Member, District 6

Agenda Date:	April 14, 2025
To:	City Council
From:	Christophe Trahan, Economic Development Director
Agenda Item:	Palestine Economic Development Corporation Economic Development Grant to Pearl Gymnastics Center, LLC
Date Submitted:	04/07/2025

SUMMARY:

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

RECOMMENDED ACTION:

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

CITY MANAGER APPROVAL:

Attachments

Resolution

Performance Agreement - Pearl Gymnastics Center LLC

RESOLUTION NO. R- -25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, APPROVING AND AUTHORIZING A PROJECT OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION (THE "PEDC"), A TYPE B ECONOMIC DEVELOPMENT SALES TAX CORPORATION, AND THOSE PROJECT-RELATED EXPENDITURES IN FURTHERANCE OF THE PEDC'S ECONOMIC DEVELOPMENT GRANT TO PEARL GYMNASTICS CENTER, LLC.

WHEREAS, on February 11, 2025, the PEDC declared its intent and desire to participate in a project offering an economic development grant to **Pearl Gymnastics Center, LLC ("the Company"),** to incentivize the Company to commence its business operations in the City of Palestine **(the "City")** by granting to the Company certain economic development incentives, those direct cash incentives consisting of the expenditure of sales tax funds, in exchange for the Company's creation of four (4) part-time jobs and a capital investment of approximately $420 thousand within the boundaries of the City of Palestine **(the "Project");** and

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

WHEREAS, furthermore, in accordance with Section 505.152 of the Local Government Code, that Project is to include land, buildings, equipment, facilities, and improvements found by the PEDC's Board of Directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements; and

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

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

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

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

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

SECTION 2. The Project, as that term has been defined herein and as it has been defined in Chapter 505 of the Local Government Code, directly incentivizes the economic development of the City through the development and diversification of the economy, the elimination of unemployment and underemployment, and the development and expansion of commerce within Texas.

SECTION 3. The City Council, pursuant to Article III, Section 9, of the "Amended and Restated By-Laws of the Palestine Economic Development Corporation" and in accordance with Sections 505.152 and 505.158 of the Local Government Code, authorizes the Project and those contemplated expenditures made in furtherance of such Project.

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

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

SECTION 6. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and, City Council declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

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

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK; SIGNATURES ARE ON THE FOLLOWING PAGE.]

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PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, on the 14th day of April, 2025.

_____
MITCHELL JORDAN,
MAYOR

ATTEST:

_____
APRIL JACKSON,
CITY SECRETARY

APPROVED AS TO FORM:

_____
REZZIN PULLUM,
CITY ATTORNEY

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ECONOMIC DEVELOPMENT PERFORMANCE INCENTIVE AGREEMENT MADE PURSUANT TO SECTION 501.158 OF THE TEXAS LOCAL GOVERNMENT CODE

This *Economic Development Performance Incentive Agreement Made Pursuant to Section 501.158 of the Texas Local Government Code* (the "Agreement") is made and entered into by and between the **Palestine Economic Development Corporation**, a Texas non-profit Type B economic development corporation **(the "PEDC")**, created and operated pursuant to the provisions of Chapters 501 and 505, Local Government Code, as amended, and **Pearl Gymnastics Center, LLC**, a Texas limited liability company duly registered to transact business in the state of Texas, with its principal offices located at 2364 Anderson County Road 404, Palestine, Texas 75803 **("Pearl Gymnastics")**. Collectively, the PEDC and Pearl Gymnastics may be referred to herein as the **"Parties"** and, each separately, as a **"Party."**

RECITALS

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

WHEREAS, pursuant to Section 501.158, Local Government Code, the PEDC may execute performance agreements with certain business enterprises to provide funding or to make expenditures of public funds on behalf of a business enterprise in furtherance of permissive economic development projects; and,

WHEREAS, with certain capital investments and job creation, Pearl Gymnastics desires and proposes to invest in the City by acquiring, constructing, operating, and maintaining a gymnastics studio within the City of Palestine, Anderson County, Texas at the Property, defined below, for six (6) years; and,

WHEREAS, on February 11, 2025, the PEDC passed and approved PEDC Resolution No. R-01-25, declaring its desire and intent to grant Pearl Gymnastics certain economic development incentives in exchange for Pearl Gymnastics' creation of four (4) part-time jobs and a capital investment of $420,000 within the City of Palestine, Anderson County, Texas **(the "Project");** and,

WHEREAS, the Parties entered into a *Non-Binding Letter of Intent*, approved by the PEDC's Board of Directors on February 11, 2025, attached hereto as ***Exhibit A*,** whereby the Parties negotiated and informally captured the intent and agreement of the Parties pertaining to the Project, which the Parties now intend to formally translate into this Agreement; and,

WHEREAS, the PEDC's Board of Directors has found that the expenditures proposed hereunder are an economic investment in the City and are required, suitable, and necessary to promote and

develop new and expanding business enterprise and to maintain a higher level of employment, economic activity, and stability; and,

WHEREAS, the PEDC's Board of Directors has determined that the financial incentives and expenditures proposed pursuant to this Agreement are consistent with and meet the definition of "project," as that term is defined in Sections 505.152, and 505.158, Local Government Code, and meet the definitions of "cost" as that term is defined in Section 501.152, Local Government Code; and,

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

AGREEMENT

ARTICLE 1
Project

1.01 **Project Property.** Pearl Gymnastics shall construct, maintain, and operate a gymnastics studio within the limits of the City, at 201 Salt Works Road, Palestine, Texas 75801, defined and depicted more specifically by metes and bounds in **Exhibit C** (the "**Property**").

1.02 **Project Purpose.** The land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements contemplated for and made a part of the Project are intended (i) to promote new or expanded business development in the City; and (ii) required or suitable for use for professional and amateur sports, including children's sports, and athletic purposes.

ARTICLE II
Authorization and Findings

2.01 **Recitals.** The foregoing Recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, representations, consideration, and promises that bind the Parties.

2.02 **Performance Agreement.** The PEDC and Pearl Gymnastics enter into this Agreement so that the PEDC may provide a direct incentive to Pearl Gymnastics under the Project. In accordance with Section 501.158, Local Government Code, this Agreement contains a schedule of additional jobs to be created or retained through the Project, a description of the capital investment to be made by Pearl Gymnastics as consideration for any direct incentives provided by the PEDC, and the terms under which repayment must be made if Pearl Gymnastics does not meet the performance requirements set forth in this Agreement.

2.03 **New or Expanded Business Development.** Pursuant to Section 505.158, Local Government Code, the PEDC declared this Project to include land, buildings, equipment,

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facilities, expenditures, targeted infrastructure, and improvements found by the PEDC to promote new or expanded business development under PEDC Resolution No. R-01-25.

2.04 **Recreational and Community Facilities.** Under Section 505.152, Local Government Code, the PEDC may participate in this Project. The Project consists of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that have been found by the PEDC's Board of Directors, through PEDC Resolution No. R-01-25. to be required or suitable for use for professional and amateur sports, including children's sports, and athletic facilities.

2.05 **Authority of Parties.** Each Party represents and warrants to the other Party that it has all requisite power and authority to execute, deliver, and to perform its obligations under this Agreement; and, upon execution of this Agreement, this Agreement will constitute valid and binding legal obligations of each party.

ARTICLE III
Definitions

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

(a) The **"Board,"** also known as the PEDC's **"Board of Directors,"** is the governing body of the PEDC, appointed by the City Council, to exercise all such powers of the PEDC and to do all lawful acts and things allowable and not otherwise prohibited by law, the City's Home Rule Charter or Code of Ordinances, or the PEDC's Articles of Incorporation, Certificate of Formation, or Bylaws, as those all may be amended from time-to-time.

(b) **"Capital Investment"** shall mean the Four Hundred Twenty Thousand Dollars and No Cents ($420,000.00) capital investment Pearl Gymnastics shall make in consideration of the economic development incentives provided by the PEDC pursuant to this Agreement. Such capital investment shall consist of approximately Three Hundred Forty-Five Thousand Dollars and No Cents ($345,000.00) in real estate property improvements and an investment of Seventy-Five Thousand Dollars and No Cents ($75,000.00) in personal property.

(c) **"Cash Incentive"** is that payment of Fifteen Thousand Dollars and No Cents ($15,000.00), that the PEDC shall pay directly to Pearl Gymnastics as a cash incentive payment in consideration for Pearl Gymnastics' representations, promises, and covenants in this Agreement, to assist with the installation costs of an HVAC system on the Property.

(d) The **"Cure Period"** is that period during which, upon receipt of written notice of default, the defaulting Party must correct and cure its failure to perform under this

Agreement. The Cure Period shall begin upon the date of written notice of the default. The Cure Period shall then last for a period of thirty (30) days thereafter.

(e) A **"Default"** is a material breach of this Agreement – that allows for the termination of this Agreement – that occurs if Pearl Gymnastics (i) fails to comply with any one or all of the terms of this Agreement or, (ii) if any representation by Pearl Gymnastics in this Agreement is found to be false or misleading in any respect.

(f) The **"Effective Date"** of this Agreement as used herein shall mean the date on which this Agreement is last executed by Pearl Gymnastics or the PEDC.

(g) An **"Event of Bankruptcy or Insolvency"** means the dissolution or termination of Pearl Gymnastics' existence as an ongoing business, insolvency, the appointment of a receiver for any of Pearl Gymnastics' property or inventory and such appointment is not terminated within ninety (90) days after such appointment is initially made.

(h) A **"PTE"** is a part-time employee, which means any individual who works at least sixteen (16) hours a week or, if applicable, eight hundred thirty-two (832) hours per year as a part-time worker for Pearl Gymnastics.

(i) **"Incentives"** are those exclusive economic development benefits received by Pearl Gymnastics, from the PEDC, as provided for in this Agreement, in consideration for the representations, promises, and covenants of Pearl Gymnastics.

(j) The **"Period of Performance"** is the period of time during which Pearl Gymnastics shall establish and maintain ongoing and uninterrupted business operations at the Properties for a period of at least six (6) years, beginning upon the Pearl Gymnastics' acquisition of a certificate of occupancy for the Property and in no case later than August 1, 2025.

(k) **"Project"** means certain economic development incentives, those being direct cash incentives consisting of the expenditure and rebate of sales tax funds, in exchange for Pearl Gymnastics' creation of four (4) part-time jobs, a capital investment of approximately $420,000 within the boundaries of the City of Palestine in Anderson County, Texas, and all other responsibilities of Pearl Gymnastics as contained in this Agreement, including those specifically appearing herein Article IV.

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

ARTICLE IV
Pearl Gymnastics' Obligations

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

(a) ***Purchase of the Property.*** Pearl Gymnastics agrees that it shall purchase, and closing shall occur on the Property, on or before July 31, 2025.

(b) ***Ongoing and Uninterrupted Business Operations.*** Pearl Gymnastics shall maintain ongoing and uninterrupted business operations at the Properties for a period of at least six (6) years, beginning upon the acquisition of a certificate of occupancy for the Property by Pearl Gymnastics for the gymnastics studio **(the "Period of Performance")**. Operations at the gymnastics studio shall begin no later than August 1, 2025.

(c) ***Capital Investment.*** Pearl Gymnastics shall make a capital investment of Four Hundred Twenty Thousand Dollars and No Cents ($420,000.00), with such capital investment consisting of Three Hundred Forty-Five Thousand Dollars and No Cents ($345,000.00) in real property improvements and an investment of Seventy-Five Thousand Dollars and No Cents ($75,000.00) in personal property **(Pearl Gymnastics "Capital Investment")**. At the PEDC's request, Pearl Gymnastics shall provide tax records which may include but is not limited to, tax returns, receipts, cancelled checks, and bank statements, evidencing that Pearl Gymnastics has expended not less than Three Hundred Forty-Five Thousand Dollars and No Cents ($345,000.00)in real estate property improvements and not less than Seventy-Five Thousand Dollars and No Cents ($75,000.00)in personal property improvements on or at the Property, with such improvements being in conformity with the City's Home Rule Charter and Code of Ordinances.

(d) ***Jobs to be Created.*** On or before August 1, 2028, Pearl Gymnastics shall employ at least four (4) Part-Time Employees **("PTEs")** with a gross annual payroll of approximately Seventy Two Thousand Eight Hundred Dollars and No Cents ($72,800.00) in accordance with the schedule below. On or before December 15 of each year of Project operations during the Period of Performance, Pearl Gymnastics shall provide verification of employment for each PTE employed by Pearl Gymnastics and engaged in Project operations during the immediately preceding year using the "Employment Verification Form" attached and incorporated hereto as ***Exhibit D*.**

(i) **Year One.** Within the first year of Project operations, Pearl Gymnastics shall employ a minimum of two (2) PTEs.

(ii) **Year Three.** In the third year of Project operations, Pearl Gymnastics shall employ a minimum of four (4) PTEs.

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(e) ***Annual Report.*** Each year for the first three (3) years of operations, Pearl Gymnastics shall conduct an annual financial review with the Trinity Valley Community College Small Business Development Center and submit to the PEDC an annual report summarizing said review signed by a Trinity Valley Community College Small Business Development Center representative.

(f) ***Business Plan and Review Letter*****.** Prior to requesting payment of the cash incentive, Pearl Gymnastics shall provide the PEDC with a business plan ("Business Plan") and a signed letter of review indicating the business plan was reviewed by a representative of the Trinity Valley Community College Small Business Development Center ("Review Letter").

ARTICLE V
Direct Incentives and Expenditures

5.01 **Cash Incentive.** The PEDC agrees, subject to the terms and conditions of this Agreement, to make one payment of **Fifteen Thousand Dollars and No Cents ($15,000.00)** to Pearl Gymnastics, with such payment acting to assist Pearl Gymnastics with the installation costs for an HVAC system on the Property. Pearl Gymnastics shall submit a written invoice to the PEDC requesting payment and provide documentation evidencing an executed contract between Pearl Gymnastics and the licensed and bonded contractor for the installation of the HVAC system. The PEDC shall tender payment within thirty (30) days after receipt of the Business Plan, Review Letter, the executed contract for installation of the HVAC system, and the written invoice. Pearl Gymnastics covenants and agrees that it is solely responsible for any costs, fees, and expenses for the installation of the HVAC system that exceed the maximum financial obligation of the PEDC, that amount being the Cash Incentive, and that it will not seek or make claim for additional reimbursement from the PEDC.

ARTICLE VI
Term

6.01 This Agreement shall be effective as of the Effective Date and shall terminate at the end of the six (6) year period following the acquisition of a certificate of occupancy for the Property by Pearl Gymnastics, if not terminated earlier as provided herein.

ARTICLE VII
Events of Default; Termination

7.01 **Declaration of Default.** During the period which this Agreement is effective, Pearl Gymnastics is in default if: (i) Pearl Gymnastics fails to comply with any of the terms of this Agreement; or, (ii) if any representation by Pearl Gymnastics in this Agreement is found to be false or misleading in any respect **("Default").**

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

7.03 **Termination.**

(a) ***Default.*** In the event Pearl Gymnastics defaults on or causes a default of this Agreement, this Agreement may then be terminated by the PEDC.

(b) ***Ad Valorem Taxes.*** In the event Pearl Gymnastics allows the *ad valorem* taxes on the Properties to become delinquent and fails to cure within the Cure Period, this Agreement may then be terminated by the PEDC.

(c) ***Discontinuation of Operations.*** In the event the Property is purchased and Pearl Gymnastics discontinues the operation of the gymnastics studio for any reason other than a force majeure event, as defined in this Agreement, for a period of more than one (1) year during the Period of Performance, then this Agreement shall terminate.

(d) ***Bankruptcy or Insolvency***. Pearl Gymnastics shall be deemed in default under this Agreement, which shall be deemed a breach hereunder, if LS Tractor experiences an Event of Bankruptcy or Insolvency. In any bankruptcy proceeding resulting from an Event of Bankruptcy or Insolvency, Pearl Gymnastics agrees to identify, on all bankruptcy schedules, the PEDC as a secured creditor of Pearl Gymnastics to the greatest extent allowed by law.

7.04 **Recapture.** If Pearl Gymnastics fails to meet any of its Performance Obligations as specified in this Agreement, then this Agreement shall terminate. Pearl Gymnastics has the obligation to and shall repay the PEDC the total amount of the Cash Incentive within thirty (30) days of Pearl Gymnastics' receipt of the PEDC's written notice of termination of this Agreement.

ARTICLE VIII
Indemnification

PEARL GYMNASTICS, IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE PEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH PEARL GYMNASTICS' PROPERTY, THE PREMISES, TENANT IMPROVEMENTS, OR ANY OTHER IMPROVEMENTS TO PEARL GYMNASTICS' PROPERTY. PEARL GYMNASTICS AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE

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PEDC, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEY'S FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF, LOSS OF USE OF, OR DAMAGE TO PROPERTY ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF THE PEDC, ITS OFFICERS, AGENTS, OR EMPLOYEES.

ARTICLE IX
Access to Information

9.01 Access to Information. Pearl Gymnastics agrees to allow the PEDC, upon request, access to information necessary to ensure compliance with this Agreement.

ARTICLE X
Miscellaneous Provisions

10.01 Mutual Assistance. Pearl Gymnastics and the PEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out those terms and provisions.

10.02 Representation and Warranties. Pearl Gymnastics represents and warrants to the PEDC that it has the requisite authority to enter into this Agreement. Pearl Gymnastics represents and warrants to the PEDC that it will not violate any Federal, State, or local laws in completing the Project and that all proposed improvements shall conform to all applicable building codes and all other applicable ordinances and regulations.

10.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

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

10.05 Entire Agreement. This Agreement and the Exhibits attached hereto embody the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party relative to the subject matter hereof, which are not expressly set forth herein.

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10.06 Amendment. Except as otherwise provided in this Agreement, this Agreement shall be subject to changes, amendments, or modifications only in writing with the signatures and mutual consent of all Parties hereto.

10.07 Beneficiaries. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party. Nothing in this Agreement shall be construed to establish any third-party beneficiaries.

10.08 Force Majeure. In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term **"Force Majeure,"** as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, if any, and any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control or the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

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

If to the PEDC:	**Palestine Economic Development Corporation** *Attn: President* 100 Willow Creek Parkway, Ste. A Palestine, Texas 75801
With a copy to:	**Randle Law Office Ltd., L.L.P.** *Attn: Heather N. Cook* 820 Gessner Road

Suite 1570
Houston, Texas 77024

If to <u>Pearl Gymnastics</u>: **Pearl Gymnastics Center , LLC**
Attn: Fletcher Crimbring, Managing Member
2364 Anderson County Road 404
Palestine, TX 75803

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

10.11 Applicable Law. This Agreement and any amendment thereto shall be performable and enforceable in Anderson County, Texas, and shall be construed in accordance with the laws of the State of Texas. Nothing in this Agreement shall constitute a waiver by the PEDC of its governmental or sovereign immunity, to the extent applicable, nor shall the PEDC's enforcement of any legal right or assertion of any affirmative defense arising out of this Agreement constitute a waiver of the PEDC's governmental or sovereign immunity, to the extent applicable. Nothing in this Agreement shall be construed at the PEDC's express or implied consent to being sued, to the extent said consent is required by law.

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

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

10.14 No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a joint venture or any other joint partnership between the Parties.

[EXHIBIT INDEX]

<u>Exhibit A</u> **–** *<u>Non-Binding Letter of Intent</u>*
<u>Exhibit B</u> **–** Legal Description of the Property
<u>Exhibit C</u> **–** Employment Verification Form
<u>Exhibit D</u> **–** *<u>Additional Declarations and Acknowledgments</u>*

DRAFT

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

PEDC:

PALESTINE ECONOMIC DEVELOPMENT CORPORATION

By: _____
DAN BOCHSLER, President

Date of Execution by the PALESTINE ECONOMIC DEVELOPMENT CORPORATION:
_____ , 2025

ATTEST:

By: _____
Charles Drane, *PEDC Secretary*

STATE OF TEXAS §
§
ANDERSON COUNTY §

This instrument was acknowledged before me on the _____ day of _____ 2025, by **Dan Bochsler, *President,* Palestine Economic Development Corporation,** on behalf of said municipal corporation.

_____
NOTARY PUBLIC, State of Texas

PEARL GYMNASTICS:

PEARL GYMNASTICS CENTER, LLC

By: _____
Fletcher Crimbring, Managing Member

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Date of Execution by PEARL GYMNASTICS CENTER, LLC:
_____ , 2025

STATE OF TEXAS	**§**
	§
ANDERSON COUNTY	**§**

This instrument was acknowledged before me on the _____ day of _____ 2025, by **Fletcher Crimbring,** ***Managing Member*****, Pearl Gymnastics Center, LLC,** on behalf of said business entity.

_____
NOTARY PUBLIC, State of Texas

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Agenda Date:	April 14, 2025
To:	City Council
From:	April Jackson, City Secretary
Agenda Item:	Fair Housing Month Proclamation
Date Submitted:	03/28/2025

SUMMARY:

The Texas Department of Agriculture (TDA) and the Texas Community Development Block Grant (TxCDBG) program are dedicated to actively promoting Fair Housing in conjunction with the Texas Department of Housing and Community Affairs (TDHCA). This effort is an important part of the TxCDBG program, which requires local governments seeking TxCDBG funds to support Fair Housing. Local governments must adopt the Fair Housing Month Proclamation as part of the TxCDBG grant application process.

RECOMMENDED ACTION:

Staff recommends approval of the proclamation declaring April 2025 as Fair Housing Month in Palestine, Texas.

CITY MANAGER APPROVAL:

Attachments

Fair Housing Month Proclamation

PROCLAMATION

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, the National Fair Housing Law, during the month of [Month], provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, be it resolved that I, Mitchell Jordan, Mayor of Palestine, Texas, and on behalf of the City Council, do hereby proclaim April 2025, as:

"Fair Housing Month"

In Palestine, Texas, and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing Law.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Palestine, Texas, this the 14th day of April 2025.

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Mitchell Jordan, Mayor

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Attest: April Jackson, City Secretary