

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  
November 10, 2025  
Work Session at 4:30 p.m.  
Regular Meeting at 5:30 p.m.  
City Council Chambers  
504 N. Queen Street  
Palestine, Texas**

**Zoom Link:**

<https://us02web.zoom.us/j/82579434516?pwd=6u5zEzLRee0qNCIQFLxhIbZklkftaU.1>

Meeting ID: 825 7943 4516  
Passcode: 339118

One tap mobile  
+13462487799,,82579434516#,,,,\*339118# 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/palestinex](https://www.facebook.com/palestinex)

**WORK SESSION**

1. Discussion regarding the selection of a pool management company to operate the City Pool during the 2026 swim season. Patsy Smith, Parks and Recreation Director
2. Presentation and discussion regarding the new web-based GIS application for cemetery mapping and records management. Susan Davis, Planning Technician

**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. Public recognition of new Police Officer Christopher Clowery. Mark Harcrow, Police Chief

**E. CONFLICT OF INTEREST DISCLOSURES**

**F. PUBLIC HEARINGS**

1. Public hearing regarding a request for a Specific Use Permit for an electrical substation at 3101 S. Loop 256. (Applicant: Oncor Electric Delivery Company) Susan Davis, Planning Technician
  - a. Open Public Hearing
  - b. Receive Public Comments
  - c. Close Public Hearing

**G. CITY MANAGER'S REPORT**

1. Presentation of the Delinquent Property Tax Collection Report for the City of Palestine by McCreary, Veselka, Bragg & Allen, P.C. (MVBA).
2. September 2025 Financial Statement
3. October 2025 Development Services Monthly Report
4. October 2025 Municipal Court Monthly Report
5. October 2025 Parks and Recreation/Facility Maintenance 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 an ETEX contract for additional fiber internet lines at the Police Department and City Pool at a rate of \$179.95 per line per month for a four-year term. Andrew Sibai, Finance Director
2. Consider approval of an ordinance amending Section 10-1, "Fees for Permits or Licenses Required by State," of the Code of Ordinances to reflect changes in state law regarding fees for alcoholic beverage permits. Teresa Herrera, City Manager
3. Consider approval of an ordinance amending Chapter 2 "Administration," Article IV, "Boards, Committees, Commissions," Division 10, "Main Street Advisory Board," Section 2-178, "Creation, Composition, Appointment of Members," of the City of Palestine Code of Ordinances related to residency requirements for the Main Street Advisory Board. Christophe Trahan, EDC Director
4. Discussion and possible action regarding an amendment to the Hotel Occupancy Tax Grant for the Palestine Independent School District to provide an additional \$1,308.00 in funding. Cassie Ham, Tourism Marketing Manager
5. Consider approval of a Hotel Occupancy Tax Grant for arts and cultural enhancement for the Texas Theatre/Palestine Community Theater in the amount not to exceed \$9,877.70 for improvements to the stage curtain. Cassie Ham, Tourism Marketing Manager

**I. REGULAR AGENDA**

1. Discussion and possible action regarding an ordinance granting a Specific Use Permit to allow an electrical substation at 3101 S. Loop 256. (Applicant: Oncor Electric Delivery Company) Susan Davis, Planning Technician

2. Discussion and possible action regarding an ordinance repealing Section 22-45(h) of Chapter 22, "Buildings and Building Regulations," Article II, "Buildings," Division 2, "Building Standards," related to sprinkler system requirements in the Downtown Fire District. Susan Davis, Planning Technician
3. Discussion and possible action regarding an ordinance amending the budget for the fiscal year of October 1, 2025, through September 30, 2026, by appropriating and setting aside the necessary funds for property taxes at 200 Vista Ridge. Christophe Trahan, EDC Director
4. Discussion and possible action regarding the selection of a pool management company to operate the City Pool during the 2026 swim season. Patsy Smith, Parks and Recreation Director
5. Discussion and possible action regarding a request from CHRISTUS Health for the issuance of an Emergency Medical Services (EMS) Franchise to provide patient transport from the CHRISTUS Health – Palestine Micro-Hospital. Teresa Herrera, City Manager

J. **ITEMS FROM COUNCIL**

K. **MAYOR'S REPORT**

L. **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 **Tuesday, November 4, 2025.**



April Jackson, City Secretary

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



Agenda Date: November 10, 2025  
To: City Council  
From: Patsy Smith, Parks and Recreation Director  
Agenda Item: Selection of Pool Management Company – 2026 Swim Season  
Date Submitted: 10/30/2025

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**SUMMARY:**

City staff obtained three separate proposals for managing the City Pool during the 2026 swim season. Each company submitted a cost estimate for operating the pool, including programs for children's swimming activities and water aerobics.

**Proposed Pool Hours:**

Monday through Sunday: 11:00 a.m.- 7:00 p.m.

Extended season: August through September 20, 4:00 p.m. - 8:00 p.m.

The selected company will be responsible for maintaining the pool, which includes balancing chemicals, vacuuming the pool, cleaning skimmers, scrubbing walls as needed, backwashing, and adding chemicals to the chlorinator.

City staff will prepare the pool for opening day by balancing chemicals and ensuring the pool deck, including the restrooms, is ready. Staff will also manage winterization during the off-season, including covering the pool.

**RECOMMENDED ACTION:**

Staff recommends that Council approve the selection of a pool management company to operate the City Pool for the 2026 swim season.

**CITY MANAGER APPROVAL:**

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**Attachments**

USA Management Proposal  
Pool Management Inc. Proposal  
Aquatic Management Proposal



## **Aquatic Center Facility Management**

Prepared by:  
Alison Abbott  
877.248.1872 x707  
alison@usamanagement.com

Local Offices:  
1527 West State Hwy 114  
Suite 107  
Grapevine, TX, 76051

945 McKinney St Suite 540  
Houston, TX 77002

Corporate Office:  
USA Management LLC.  
1595 Peachtree Pkwy  
Suite 204-344  
Cumming, GA 30041





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- IV. Hiring and Staffing Plan
- V. Community
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- IX. Proposal Costs
- X. RFP Documents



October 28, 2025

All,

Decades of service have prepared our respective teams for this opportunity to partner together in the management of your Aquatics center in the City of Palestine. We appreciate you recognizing USA Management, as the most experienced Aquatic facility management firm in the nation. USA Management through our strategic partnerships with NRPA, City Managers Association, National League of Cities, World Waterpark Association, Centers of Disease Control, USA Swimming, CMAA, National Club association, NSPF, CAI, ICMA, APSP, American Red Cross, Athletic Business, ARDA, NACO, IAAPA, NAA, AHLA, WOWSA, serve and collaborate to establish SAFETY systems that are transforming the industry standards in the Aquatics industry.

USA continues to operate as the STANDARD that other companies attempt to duplicate. You need an Aquatics management firm and not a backyard pool company. We appreciate the time you continue to invest with USA Management in assessing the professional needs of the aquatic facility for the City of Palestine. There are numerous “small operators” attempting to gain City’s business that lacks the experience, personnel, infrastructure, financial support and operations to serve your needs. They will attempt to “buy your business” by being the lowest bidder providing a bid that seems to be in the best interest to your city’s patrons. But please don’t be fooled by this too good to be true pricing! These operations have taken our systems and programs and changed the name in order to compete with marketing material; however, you will conclude that none of the vendors competing for this business have the leadership, experience, technology or municipality management experience to serve the uncompromised demands of your operation.

The management of the City of Palestine Aquatic Facility will require a partner that commits their efforts and resources for City of Palestine. We welcome you to the USA Experience and will serve with you to expand the safety standard of the facilities. Together we will launch the “USA Clear Alliance” system that provides complete TRANSPARENCY of all aquatic programs, total water quality, pool users, I-swim access controls cards, full financial and record keeping access online and a revenue generation package that is PROVEN to increase revenues in the first term of our agreement by a minimum of 10 percent. In some Municipalities we have increased revenues by over 500 percent. This partnership is successful when our cooperative parties work together to establish operations that will abolish historical participation and revenue returns. We will transform the old views of swimming pools and the perception of aquatics as a “HIGH RISK” money pit. Together we will INCREASE your safety record, DECREASE the subsidy, and DRIVE your participation goals and patron satisfaction to a new standard. You will find in our package the information requested; however we need to put our leadership team in the same room to introduce you to a new age in aquatics.



Included is some information to help you better understand the Tradition and Commitment of being a part of the USA Management family. Also, you will find attached an agreement that will provide a foundation for our successes and a breakdown of our relationship.

Our primary objectives are to ensure that your community enjoys a **safe**, family-oriented swimming environment, and that we provide a consistent, reliable service to your community. The USA Management Team is a large team of Aquatic Safety professionals, Risk advisors, Corporate business leaders, and Community outreach leaders. We raise the bar in every aspect of facility management and customer satisfaction. Our safety procedures and extensive management experience provide for a highly trained and experienced staff to proactively serve your patrons.

The USA training institute has completely eliminated year-round staffing challenges with our strong employee base. Active Lifeguarding is the backbone of our staff's mission. Mandatory certifications, drug tests, continuing education, and unparalleled training systems develop a USA Team Member that is committed to our vision. We are on call for your facility 24 hours a day, 7 days a week. You have the assurance that if a problem arises, we will have it fixed without impacting operations.

Isn't it time that the aquatic industry truly manages an aquatic facility the RIGHT way? We at USA Management believe it is! We have spent hundreds of thousands of dollars in market research and many years investing and developing software to support the process of true aquatic management. We listen to our clients needs and are meeting the need using smart data.

As we enter the evaluation period, we know that we are the voice and stalwart of experience in this industry. We recognize the importance in having the experience, background and knowledge to manage this type of operation and most importantly protecting the community from liability.

We appreciate your faith in USA Management for all of your operational needs.

With Kind Regards,

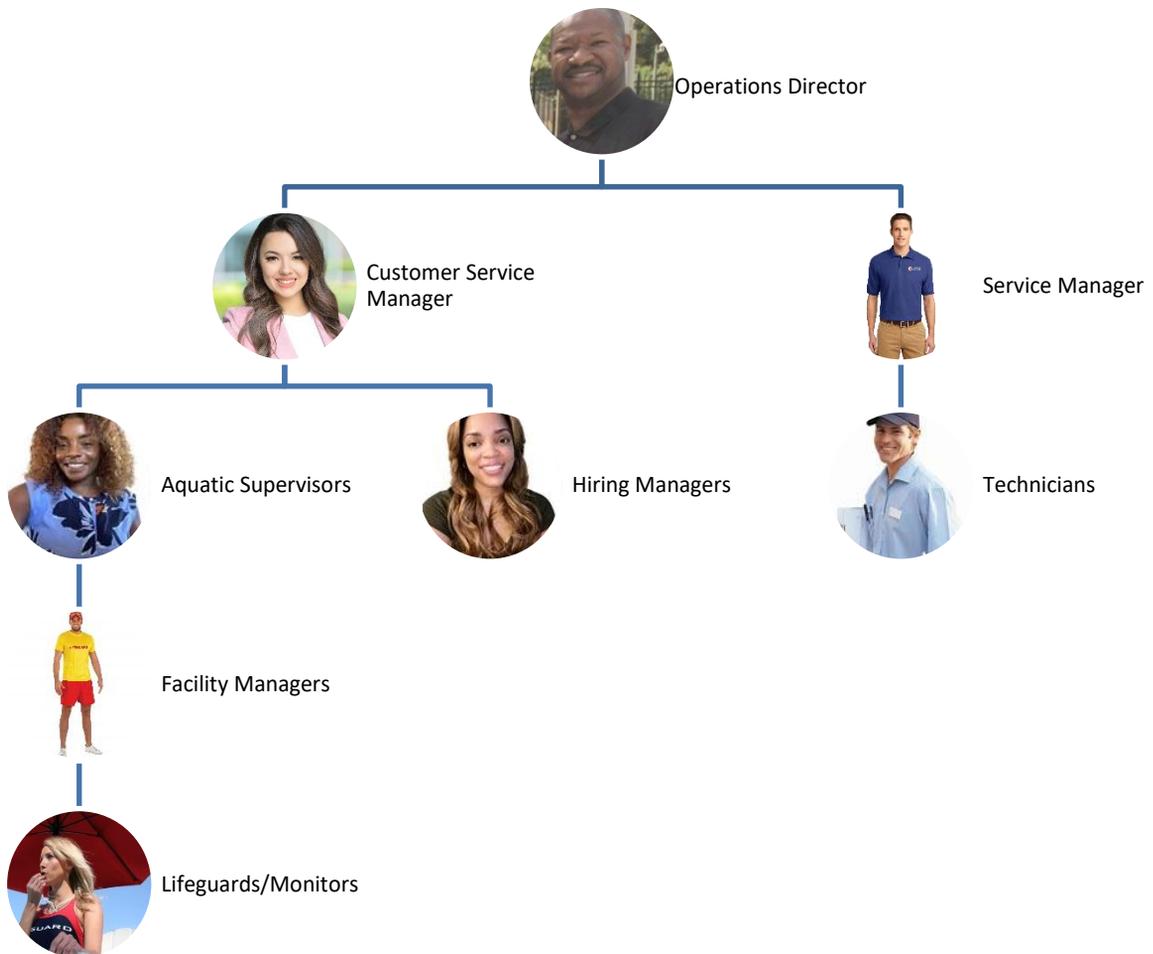
**Sales Team**

USA Management

877.248.1872

[www.usamanagement.com](http://www.usamanagement.com)

# Operations Organization Chart





# Project Team Members

USA Management has a complete management team in place to handle all aspects of this project. Listed below are the team members that will be directly involved with the over site and management of these aquatic facilities. Our staff is complete with professionals in all phases of our industry.

## **Operations and Management Team**

Once the City has made a decision to hire USA Management, our full-time management team will spring into action. USA Management has 35+ years of experience managing aquatic facilities across the country. Each team member has unique and diverse experience that ensures you will have the most well rounded and experienced team with USA Management managing different aspects of aquatic facilities. Our Operations and Management Team will include:

### *Operations Director*

Morris has been involved in the aquatic industry since his teenage years. He swam on his school team and later competed at the collegiate level. During the summers, he worked as a lifeguard, realizing that his true passion lay in this field. After college, he transitioned into a management role at an aquatic facility and has since advanced within the company, earning multiple certifications along the way.

### *Customer Service Manager*

Nicole, at an early age discovered her passion for working with people, especially young demographics. This enthusiasm led her to a fulfilling career in the aquatics industry after she transitioned from public education. In her current role, she collaborates closely with onsite teams to ensure that brand standards are not only met but exceeded. Nicole takes pride in fostering a positive and engaging environment for both staff and participants, implementing training programs and best practices to enhance the overall experience. Her dedication to mentorship and community engagement reflects her commitment to making a meaningful impact in the lives of young people.

### *Service Manager*

Steve is an experienced service manager with a proven track record in enhancing customer satisfaction and operational efficiency. With over a decade in the industry, he excels in leading teams and implementing best practices to deliver exceptional service. Known for his strong communication skills and ability to foster a collaborative work environment, Steve ensures that all team members are equipped to meet and exceed client expectations. His strategic approach to problem-solving and commitment to continuous improvement have consistently driven positive results, making him a valued asset to any organization. Outside of work, Steve enjoys mentoring aspiring professionals and staying active in his community.

### *Sales and Contract Director*

Alison is a dynamic Sales and Contract Director with over 15 years of experience in driving revenue growth and building strong client relationships. She has a proven ability to negotiate complex contracts and develop strategic sales initiatives that align with organizational goals. Alison excels in identifying opportunities for expansion and innovation.

# Formation of Business

SECRETARY OF STATE



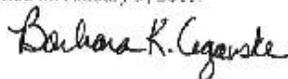
## CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **USA MANAGEMENT, LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since October 21, 2014, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 9, 2015.



BARBARA K. CEGAVSKE  
Secretary of State

Electronic Certificate  
Certificate Number: C20150109-0440  
You may verify this electronic certificate  
online at <http://www.nvsoa.gov/>



# COI- Workers Comp.



USAMANA-01

L.SOROTZKIN

DATE (MM/DD/YYYY)  
7/25/2025

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PRIME INSURANCE AGENCY 960 E County Line Road Lakewood, NJ 08701	<b>CONTACT NAME:</b> PHONE (AC, No, Ext): (732) 886-5751 FAX (AC, No): (732) 886-9422 E-MAIL ADDRESS: PRIME@primeins.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> USA Management LLC 1595 Peachtree Parkway Suite 204-344 Cumming, GA 30041	<b>INSURER A:</b> Wesco Insurance Company <b>NAIC #</b> 25011
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. RISK	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE/LEASED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER IS EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WWC3749760	12/24/2024	12/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate is subject to terms, limitations and exclusions of the actual terms at the time of issuance.

<b>CERTIFICATE HOLDER</b>  For info purposes	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# COI- General Liability



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> P&G Brokerage Inc. 1648 61st Street Brooklyn NY 11204		<b>CONTACT NAME:</b> Gitty Taub <b>PHONE (A/C No. Ext):</b> (718) 854-2818 <b>FAX (A/C No.):</b> (718) 854-3108 <b>E-MAIL ADDRESS:</b> gittyt@pandginsurance.com	
<b>INSURED</b> USA Management LLC 1505 Peach Tree Parkway Cumming GA 30041		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Burlington Insurance Co. <b>INSURER B:</b> Scottsdale Insurance Company <b>INSURER C:</b> Lloyds of London Ins Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 41297	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2561242846      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	INSR	WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				820BG06756-05	06/12/2025	06/12/2026	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Deductible \$ 2,500
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$				XLS2004650	06/12/2025	06/12/2026	COMB'D SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below				SCP2023023111	06/12/2025	06/12/2026	PER STATUTE      OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ General Aggregate \$1,000,000 Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is included as additional insured as required per written contract.

<b>CERTIFICATE HOLDER</b>  Proof of Coverage	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

# Marketing Plans



# Marketing Plans

**Propose:** Provide a roadmap for successful marketing plan.

**Process:** Informative discussion/ dialogue walking through the key elements of plan development and implementation.

**Payoff:** Improved ROI, margin, profitability, and guest satisfaction

## Critical Elements of a successful marketing plan

1. Business & Marketing Objectives clearly defined
2. Target Audience(s)
3. Using Customer Insights
4. Key Benefits/ Key Commitment
5. Key Marketing Strategies/ Tactics
6. Planning & Execution

# Objectives

- ✚ Define an over all profit goal (operating income)  
Other related metrics- total revenue, operating margin
- ✚ Defined for a given time period
- ✚ Marketing Budget defined
- ✚ Measure of performance: ROI, operating margin, profit, trends, price

## Define how to get to the business goals



Who? (most viable audience(s))

Demographics  
Psychographics (personalities of consumers)  
Household Type  
Geography

# Objectives

**How to Prioritize?** All target audiences not created equal

Financial  
Seasonal  
Household Type

**How Many?** Set goals by target audience

**Develop Measurement Plan**

## Examples

“Motivate 10k families from near by local markets to make first visit during shoulder season”

“Increase awareness of local teenagers by 20% during shoulder seasons”

“Build awareness of new facility among local residents for a membership drive”



# Consumer Insights

Defining perceptions, motivations, barrier  
of target audience



... will be a combination of internal and external factors influencing consumer perceptions and intentions

...and most importantly, the reason why (or why not) your product will appeal to them

## External / Internal Background

**External Factors... what's going on in world around us**

Business, economic, social, political impacts... implications for consumers

- Industry articles & trade studies
- Socio-economic measures
- Transportation trends & infrastructure
- Social listening posts

***How does this all impact the perception of your brand? Likelihood to purchase?***



# Market Strategies paired with Marketing Objective

**Objective:** “Motivate 10k families from 4 area markets to make first visit”

**Strategy:** Create events and activities that brings them outside of their communities and convince them NOW is the right time

**Objective:** “Increase awareness of local teenagers by 20% during shoulder seasons”

**Strategy:** Drive awareness and urgency for evening and ticket events

**Objective:** “Build awareness of new facility among local residents for a membership drive”

**Strategy:** Build awareness of new facility launch with residents in all core markets and leverage season tickets or memberships

## Marketing Strategies & Tactics

**Pricing:**

**What is your pricing strategy by ticket category and how will that impact ability to hit revenue goals?**

# Marketing Strategies & Tactics

## Media:

How will your media plan help you to achieve your attendance objectives?

Consider paid media (radio, TV, print); shared media (Facebook, Twitter, other social media); owned media (website) and earned media (PR).

Determine media budget based on marketing objectives using your industry's standard percent of revenue or percent of operating expenses as a guide.

## Public Relations:

What are you going to do to generate exposure, enhance image, address issues, and increase visitation to your attraction?

## Memberships:

What is your Membership plan to achieve Membership pass sales, attendance, and revenue goals?

Consider ways to increase membership pass sales revenues such as offering a premium or gold pass- food season pass- free parking.

## Promotions:

What is the promotional/ discount admission plan to achieve attendance/ revenue goals? Define partners and offers as well as online discounts.

## Group Sales:

What is the plan by GS ticket type to achieve attendance/ revenue goals?

What are the strategies and tactics for each of your GS ticket categories such as Outings, Consignment, Cash group, Tourism, Special Event, coupon, etc?

## Sponsorship:

Plan to increase other revenue opportunities through sponsorship sales plan.

How do you get sponsorship revenue? A good plan to start is with your vendors: soft drink, food suppliers, etc

**Your Largest Asset ...**



**Your Facility Admissions!**

# Using Your Facility Assets

- Social Media Ticket Giveaway
- Special Events
- Live Concerts
- Media Sponsors
- 3rd Party Tie-ins
- Product Sponsorships
- Advertising



## Recap:

- Marketing Strategies- How you are going to get there
- Know what your message will be
- Creative executions must tie up to Marketing strategies
- Determine Pricing game plan
- Address Marketing Mix

# Facility Aquatic Staffing and Safety



# Aquatic Staffing Chart





# Position Responsibilities

**Aquatic Supervisor: (Additional Cost)** Responsible for day to day oversight of entire team. They guide, direct and facilitate compliance. They are also who will handle all customer feedback.

**Facility Manager:** Responsible for onsite day to day operations and the supervision of guards, aquatic instructors. They complete the guard schedule. In most cases they are a part of the guard team as well.

**Lifeguards:** Responsible for enforcing swim testing, touch supervision and general pool rules for patrons at the aquatic facility. The lifeguard is the first responder to an incident.

**Support Manager (only at large facility operations):** Responsible for onsite day to day operations and the supervision of CSR staff and service staff. They complete the CSR and service schedule. In most cases they are a part of the team as well.

**Customer Service Representative (CSR):** Responsible for the collection of revenues and check in of patrons. When concessions are available this is part of their responsibility.

**Service Technician or Crew:** Responsible for the day to day cleaning of the aquatic facility. Most often they have a CPO(certified pool operator) or CPT(certified pool technician) and in some cases they have specific training and certifications in electrical, plaster, filtration, and plumbing.

# Safety of Aquatic Centers

Swim testing patrons at a pool is important for several critical reasons:



- 1. Assessing Swimming Ability:** Swim tests help pool staff assess the swimming proficiency of patrons, especially children and inexperienced swimmers under 48 inches. This assessment determines whether individuals possess the necessary skills to safely navigate deeper areas or participate in certain activities without the need for additional safety measures like life vests.
- 2. Risk Reduction:** By conducting swim tests, pools can mitigate potential risks and prevent accidents. Individuals who are unable to demonstrate adequate swimming ability can be restricted to designated areas or required to wear appropriate flotation devices. This ensures they are safer and less likely to encounter difficulties in deeper water.
- 3. Enhancing Lifeguard Effectiveness:** Lifeguards can focus their attention more effectively when patrons have been swim tested. They can prioritize monitoring those who may need closer supervision based on their swimming abilities, allowing them to respond promptly to emergencies and maintain a higher level of overall surveillance.
- 4. Maintaining Safety Standards:** Swim tests are often mandated by pool safety regulations or guidelines. Complying with these standards not only ensures legal and regulatory adherence but also demonstrates the pool's commitment to prioritizing patron safety and minimizing potential liabilities.
- 5. Educational Opportunity:** Swim testing provides an opportunity to educate patrons, particularly children and parents, about water safety. It reinforces the importance of swimming skills, awareness of pool rules, and responsible behavior around water. This educational aspect can help cultivate a culture of safety among pool visitors.
- 6. Ensuring Enjoyable Experience:** Swim tests contribute to a more enjoyable and stress-free experience for all patrons. Knowing that fellow swimmers have undergone assessment provides peace of mind, allowing everyone to focus on recreational activities without undue concern for safety.

Overall, swim testing patrons at a pool is crucial for assessing swimming ability, reducing risks, enhancing lifeguard effectiveness, complying with safety standards, providing an educational opportunity, and ensuring a safe and enjoyable aquatic environment for all visitors.

# Drowning Detection Devices

## How it Works:

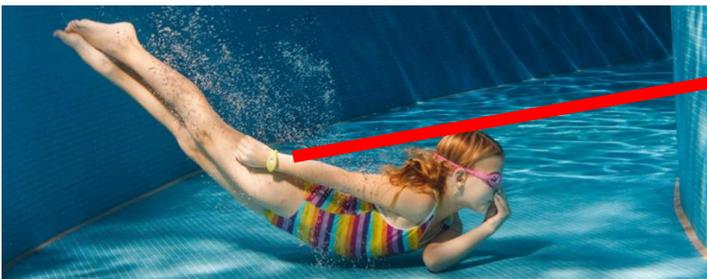
Option 1: Swimmers wear, active wristbands, who detects possible [drowning](#) by monitoring the pattern of abnormal depth for too long time. The wristbands sends an alarm that is picked up by receivers in the pool and are distributed to sirens, lights, pagers or walkie-talkie radios, depending on configuration and operators choice.

## Drowning Detection - Keeps your pool safe

Parents and lifeguards can get distracted and a [drowning](#) incident happens quickly, silently and undetected. Reducing the time before a [drowning](#) incident is identified is of utmost importance!

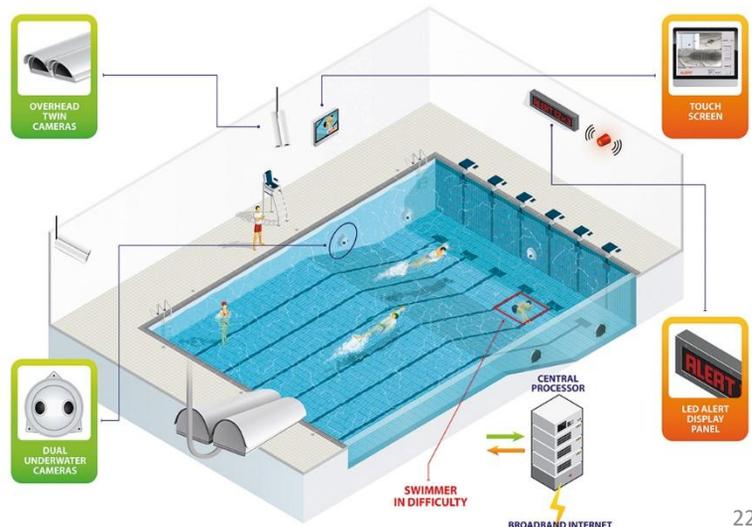
The wristband is a personal safety device inside a facility. It keeps track of guests while swimming or playing in the pool and if a user stays too deep for too long the [Drowning](#) Detection system will immediately alert lifeguards!

- Acts as an extra level of safety if lifeguards and regular safety procedures fails.
- Makes sure an alert is raised if an incident is not spotted by lifeguards and parents.
- Shows that a pool operator is willing to invest in safety.
- Yellow for non swimmers, Green for swimmers



## How it Works:

Option 2: To detect potential drowning down to a depth of 2.5 meters, the pool is monitored from above. The dual overhead cameras provide a complete helicopter view of the pool. This gives a clear view of what is happening in the pool and eliminates the risk of swimmers obstructing the cameras' fields of view.



# Inservice Training

## Water Safety & Training

Review water rescues & "Active Lifeguarding"  
5 Minute Scanning Rule at Stationary stations  
Review Swim Test Policy & Enforcement

Life Jacket, Touch-Supervision, Buddy System Policy

Unconscious, Spinal, Conscious, Submerged , Front  
dive, Rear hug, Duck pluck

Be able to spot anyone in trouble in your zone  
within 10 seconds.

Get anywhere in your zone within 20 seconds

Global scan every 30-60 seconds, approximately  
5-10 minutes of swimming laps

Safety is Paramount - Be in uniform! (Suit, whistle,  
rescue tube, hat, fanny pack)



## **CPR Partner-Up, Instructions for AED, First-aid Review**

### EAP Review & Questions

EAP is an action plan used in a case of an Emergency.  
Review EAP plan. Five rules of the EAP are:

- 1) Stay Calm
  - a. Staying calm keeps observers of accident to stop, think, and act accordingly.
- 2) Get Help
  - a. Call 911, or local emergency number.
- 3) Look at the Scene of the Injury
  - a. Make sure scene is safe to go near injured person. (Fire, Traffic, Electrical wires, Glass)
  - b. Try to figure out what caused the injury and if others are injured?
  - c. After gathering information, get help!
- 4) Look at the Injured Person
  - a. Examine the injured person and check if he/she is awake, breathing, or bleeding.
  - b. If person is bleeding heavily or not breathing, get help immediately.
- 5) Provide first aid & Communicate to management





# Water Safety

## WHAT WE KNOW

- WE KNOW - *An average of over 3,500 fatal drownings happen annually each year in the US. (That's about 10 per day)*
- WE KNOW - Children ages 1-4 have the highest drowning rates.
- WE KNOW - About 1 in 5 that die, are ages 14 and younger.
- WE KNOW - Every child who dies from drowning, another 5 receive emergency department (EDs) care for water submersion injuries.
- WE KNOW - More than 50% of near drowning accidents require hospitalization that can cause severe brain damage, memory problems, learning disabilities and permanent loss of basic functions.
- WE KNOW - Nearly 80% who die are male.
- WE KNOW - A child 4 and under, in a non-guarded pool, is 14 times more likely to be involved in a death rather than a car accident.
- WE KNOW - Young swimmers visit swim facilities more frequently than adults.
- WE KNOW - Child drownings are silent.
- WE KNOW - 58% of parents do not consider drowning a threat to their child.

## WHAT WE BELIEVE

- WE BELIEVE - Lifeguards are on duty to enforce rules, safety and guard people's lives.
- WE BELIEVE - Lifeguards are to provide ACTIVE water safety skills.
- WE BELIEVE - Lifeguards should follow the 5 minute scanning strategy.
- WE BELIEVE - Lifeguards should enforce a swim test.
- WE BELIEVE - Lifeguards should enforce "touch-supervision".
- WE BELIEVE - Lifeguards should enforce CGA life jackets to non-swimmers.
- WE BELIEVE - Lifeguards will enforce the buddy system.
- WE BELIEVE - Lifeguards should encourage learn to swim programs.
- WE BELIEVE - Seconds count. Lifeguards will promote CPR skills.
- WE BELIEVE - Proper supervision around water at all times.
- WE BELIEVE - Air & foam toys are not proper flotation devices.
- WE BELIEVE - Water safety starts at home.

# Safety Rotation

## *SAMPLE*

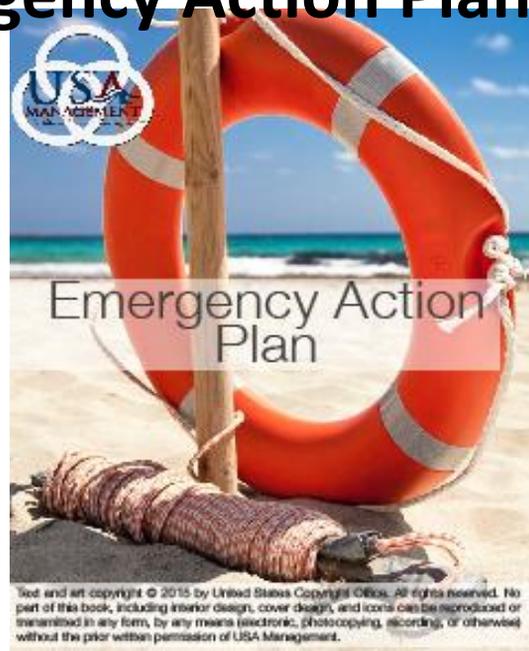


# Safety Manuals

## Safety Manual



## Emergency Action Plan



## Risk Management Plan



Our management and operation divisions believe in "Active Lifeguarding". What is active lifeguarding? Active lifeguarding is constantly evaluating and classifying swimmers and non-swimmers to identify RISK. Unlike most lifeguards across the country who sit in a stationary position and have very little movement and interaction with water safety, we have adopted a form and a lifestyle that will make lifeguarding fun and less monotonous. Oh, and by the way, IT WILL SAVE PEOPLES LIVES! Did you know that there is over 3,500 fatal drownings every year? That is about 10 people per day. Additionally, most of those drownings are children under the age of 14 and many times have lifeguards on duty. There will be about 672 drownings in lifeguarded pools this year. There are many startling statistics about fatal and non-fatal drownings that will shake a lifeguard to their core. So we believe that "Active Lifeguarding" can change those statistics drastically and make a considerable difference in the aquatic industry.

### HERE ARE SOME SIMPLE PRACTICES OF ACTIVE LIFEGUARDING.

1. Lifeguards are to identify & classify all swimmers/non-swimmers with bands.
2. Lifeguards are on duty to enforce rules that lead to water safety.
3. Lifeguards are to follow the 5-minute scanning rule.
4. Lifeguards are to enforce a "swim test" to identify non-swimmers.
5. "Children under 5 years old must constantly & actively be supervised with "touch-supervision".
6. Lifeguards are to enforce USCG life jackets to non-swimmers.
7. Lifeguards are to enforce the "buddy system" to all swimmers.
8. Lifeguards should always enforce proper supervision by parents & guardians.
9. "Children under 10 years old must constantly & actively be supervised by parent/guardian.
10. Lifeguards understand that air & foam toys are NOT flotation devices.
11. Lifeguards should promote learn to swim classes and CPR to all patrons.
12. "Children over 10 years old, parents must use the knowledge of their child's swimming ability and general development to determine the level of parental accompaniment required.
13. Lifeguards attend at least 1 mandatory water safety training each month.

### \*PARENTS SUPERVISE – LIFEGUARDS SAVE LIVES

By embracing and following the above 13 practices you will make your aquatic job more enjoyable and pleasant with each day you attend your lifeguarding duties. By enforcing these rules that lead to water safety, you WILL save lives! We believe that lifeguards are certified trained professionals that are on a job to provide water safety to the best of their ability. Please join us by making Active Lifeguarding an everyday practice of your aquatic job.



## USA MANAGEMENT RISK MANAGEMENT PLAN

Version <2.3>  
<01/08/2015>



**USA Management**  
**has 45+ years**  
**casualty FREE**

# Hiring and Staffing Plan





# Methodology and Staffing

USA Management will use a comprehensive plan to staff and operate your Facility. Our team will be equipped with the most up to date software and hardware to manage facility operations and maintain the safest environment possible during our operations. Our plan on this operation is based on the Staffing Plan provided. Our work plan has two basic components, staff structure and technology.

## Staff Structure

USA Management has provided flow charts on staffing structures and under this plan, we will designate a Director to oversee all operations. Each Director is selected based on the facility needs and location. The Director for this project and all staff will report directly to their Account Manager on operations.

Just underneath our Director, we will employ a team of Site Supervisors. As indicated earlier in our response to this RFP, all Site Supervisors will be required to carry all necessary certifications. This schedule guarantees that at least one Site Supervisor is on site at all times the facilities are in operation.

All Lifeguard Towers will be staffed with certified lifeguard personnel at all times as listed in the Staffing Plan for this operation. Our management team will also provide additional lifeguards on Holidays and heavy use days as needed or based on your requirements in the RFP. All lifeguards will receive all necessary training as provided by USLA. In addition, all lifeguards will be required to complete a skills assessment monthly to maintain employment of this operation. The skills assessment will be performed by members of USA Management's full-time staff who do not currently work at this location. Each lifeguard is also required to complete 10 hours of additional training in emergency response training each year of employment, which we provide in our monthly in-service training.

Our full-time team will coordinate weekly meetings with a designated representative of the City to discuss operations and address any concerns either party has noticed during the previous week. This meeting will also be used to review all incidents and emergency response calls from the previous week.

All team members working at this facility must pass a background check and a level 7 drug test prior to being interviewed. No one will be hired that does not pass the requirements of the drug test and background check.

All team members will be required to attend USA Management Soft opening and Orientation. Onsite Orientation their respective facility prior to opening. Members of management will also perform guard audits that are both announced and unannounced monthly while facility is open. A walk-through inspection of the facility will occur at the beginning of the season or the contract will be completed by a USA Technician.



# Technology

## GoAquatix

USA Management uses GoAquatix to manage our staff at all facilities we manage on a daily basis. GoAquatix is a cloud-based system with GPS and is used by USA Management to collect and record all employees time at each facility. This data is used for payroll purposes and as a daily management tool by our Corporate Office to oversee proper staffing levels. Our employees will use the Wi-Fi installed at this operation to login to their GoAquatix application each day they work at the facility. GoAquatix gives our office real time updates on who is on site and exactly what time they arrived. This level of management will ensure our team members are on time everyday to the facility and also are paid for every second they work at this facility.

As the customer you will receive access the to GoAquatix customer web portal where you can view team schedules, certifications, fix it requests (Work orders), audit and inspection reports as well as daily staff reports or an accident report for the facility.

USA Management has spent years developing a program that is adaptable to any operations. In today's aquatic industry, no two operations are alike. Every operation is different and the ability to create management package is vital to the success of any operation. Our management package for our clients works because it encompasses the two most important aspects in today's aquatics industry, technology and a well-trained staff. USA Management has refined these two important aspects to provide a complete package that helps us maintain the safest and most efficient aquatic operations.

# Recruiting

Recruiting is essential in any operation. USA spends countless hours and resources on recruiting staff year-round for our operations whether they are season or annual operations. Below we are sharing some recruiting platforms with you.



Local and Nearby Schools



Area Job Fairs



Swim Teams



# Communication

## STAFF VS GUEST

*We Remember the 3S Rule!*



- ✚ Starts at Entry
- ✚ Shows through Safety
- ✚ Smile at Everyone

## OFFICE VS CITY



- ✚ Communication
- ✚ Transparency
- ✚ Field Expertise

# Value of using an Aquatic Supervisor



## Aquatic Supervisor Responsibilities

- Manage operation of aquatic facilities, activities, swimming programs and department staff.
- Supervise and guide employees and volunteers.
- Manage operations of assigned area within available resources and budget.
- Track and monitor revenue and expenditure to stay within allotted budget.
- Adhere to aquatic safety standards and guidelines.
- Plan and organize staff assignments and workloads.
- Hire, train, and evaluate aquatic staff.
- Modify and define entry fee for aquatic facility as needed.
- Oversee the organization, implementation, administration, promotion and evaluation of the aquatic programs and facility.
- Develop flyers, brochures, advertisements, etc. to promote aquatic facility.
- Recommend changes to existing aquatic programs as needed.
- Conduct various aquatic entertainment and activities to attract more patrons.
- Assist in research, facilitation and building quality aquatic programs that provide customer satisfaction.
- Provide information about aquatic programs to schools, recreation officials, community service groups, and the general public.

***Check our proposal this is may be listed as an add alternate on your Aquatic Management Agreement. Please sign below if you wish to use an Aquatic Director for your facility.***

# Community



# Community Involvement



- Swim lessons**
- Rentals – Corporate and Independent Events**
- Swim Meets**
- Dive Teams**
- Community Classes-  
Water Safety, CPR, First Aid, junior Lifesaving**
- School and Business Development-  
Field Trips, Corporate Outings**
- Scholarships-swim lessons, memberships**
- Open House**
- Special Needs**
- Home School Groups**

**Safety and Rules Day:** gives the community the opportunity to familiarize themselves with the facility and remind themselves of the facility rules.

**School Pride Day:** Kids wear their school colors and support their school for half off admissions.

**Father's Day Delight:** Treat Dad to a filled day of activities! All Dad's receive free Admissions.

**Movie Night:** A double feature movie night is a family friendly environment. This can be done outside, inside or at the pool.

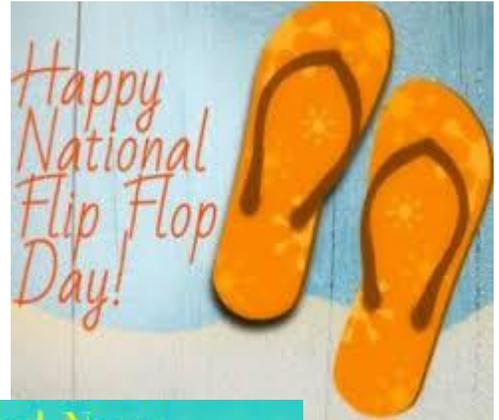
**Flip Flops and Swan Dives:** wear your flip flops and receive \$1.00 off admissions. Enter in the diving or belly flop contest to win prizes.

**Family Luau Night:** Bring the family for a quick get away. Enjoy island themed music, leis upon welcoming and dance contests. Free admission with a food donation for the local food bank.



# Community Involvement

- National Running Day 1<sup>st</sup> Wednesday in June*
  - National Leave the Office Early Day June 2<sup>nd</sup>*
  - National Doughnut Day 1<sup>st</sup> Friday in June*
  - National Trails Day- 1<sup>st</sup> Saturday in June*
  - Nation Cancer Survivors Day 1<sup>st</sup> Sunday in June*
  - National Gingerbread Day June 5<sup>th</sup>*
  - National Yo-Yo Day June 6<sup>th</sup>*
  - National Chocolate Ice Cream Day June 7<sup>th</sup>*
  - National Best Friends Day June 8<sup>th</sup>*
  - National Black Cow Day June 10<sup>th</sup>*
  - National Career Nurses Day June 11<sup>th</sup>*
  - National Peanut butter Cookie Day June 12*
  - National Weed Your Garden Day June 13<sup>th</sup>*
  - National Flag Day June 14<sup>th</sup>*
  - National Smile Power Day June 15<sup>th</sup>*
  - National Fudge Day June 16<sup>th</sup>*
  - National Flip Flop Day June 17<sup>th</sup>*
  - National Go Fishing Day June 18<sup>th</sup>*
  - National Vanilla Milkshake Day June 20<sup>th</sup>*
  - National Pink Day June 24<sup>th</sup>*
  - National Sun Glasses Day June 27<sup>th</sup>*
- \*\* dates can change year to year*



# Aquatic Programming Options



## WHAT...

- Water Aerobics
- Zumba
- Yoga
- Water Walking
- Hydro-Circuit
- Guided Lap Swim
- Kayaking

## SWIM LESSONS

- Prevent drowning
- Exercise
- Educate on water Safety
- Enjoyment
- All ages

## WHY?

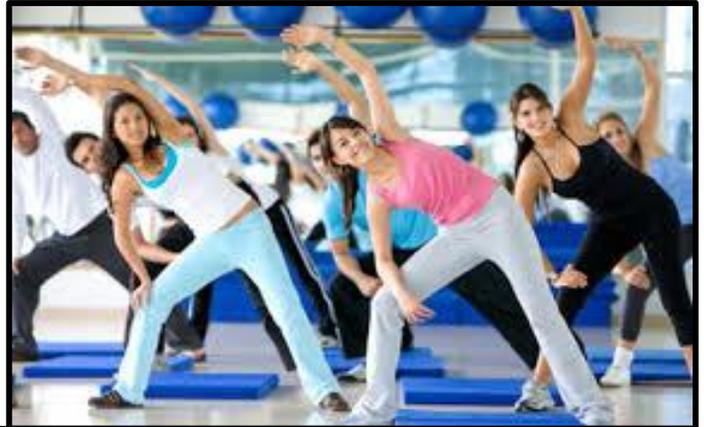
- Promote health
- Safe on joints
- Different levels & classes for all ages
- Enjoyment



# Fitness Programming Options

## GROUP LESSONS

Yoga  
Cycling  
Pilates  
Kids Gym  
Fat Burning Circuit  
Nordic Walking



## Exercise Rooms

Dance/  
Aerobics/Core  
Basketball  
Racquet ball  
Sauna  
Weight lifting  
Cardio  
Rock Climbing



## WHY?

Promote health  
Team Building  
Different levels & classes for all ages  
Enjoyment

# SWIM LESSONS

## For All Skill Levels



Now offering **Swimming Lessons**  
at \_\_\_\_\_ Aquatic Center

**Sign up  
TODAY!**

**Lessons will begin June 9th**

Classes ages 5-8

Monday –Thursday 11:00am -11:30am

Eight 30-minute lessons \$65.00

Classes ages 9-12

Monday –Thursday 12:00pm –12:30pm

Eight 30-minute lessons \$65.00

To sign up please visit [www.usamanagement.com](http://www.usamanagement.com) and click on Programs and Events. Complete the Swim Lesson sign-up form. If you have questions, please contact USA Management Corporate office at 877-248-1872.



Now offering Water Aerobics  
at \_\_\_\_\_ Aquatic Center

**SAMPLE**

**Sign up  
TODAY!**

**Classes will begin June 9th**

Monday –Thursday 11:00am -11:30am

Eight 30-minute lessons \$40.00

Monday –Thursday 12:00pm –12:30pm

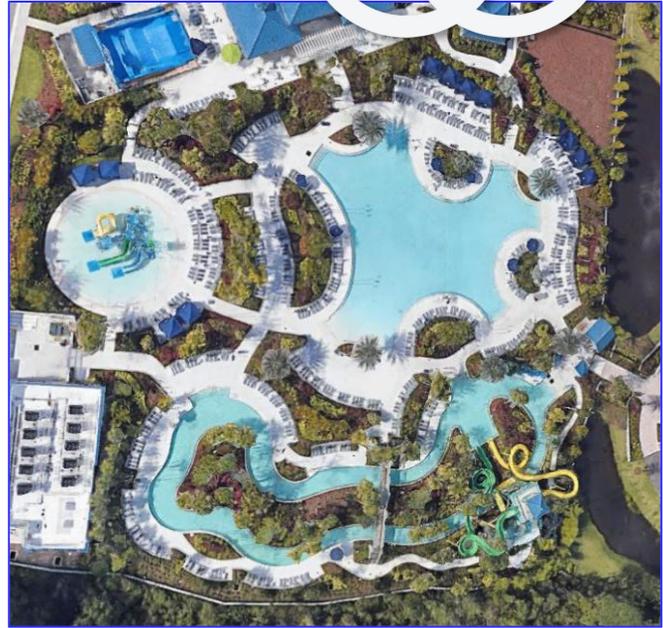
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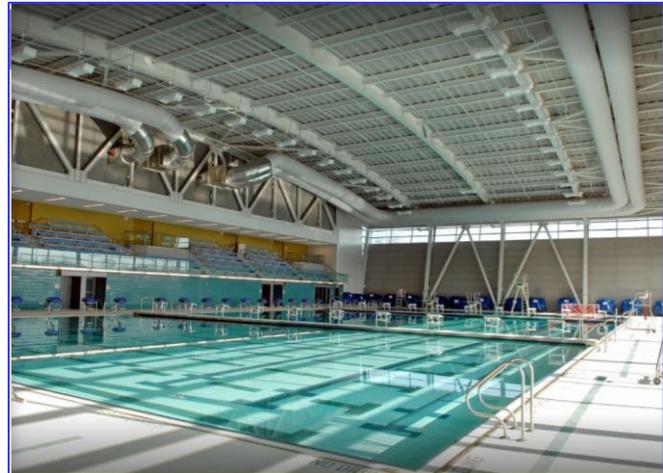
# Firm Overview



# Resorts



# Cities



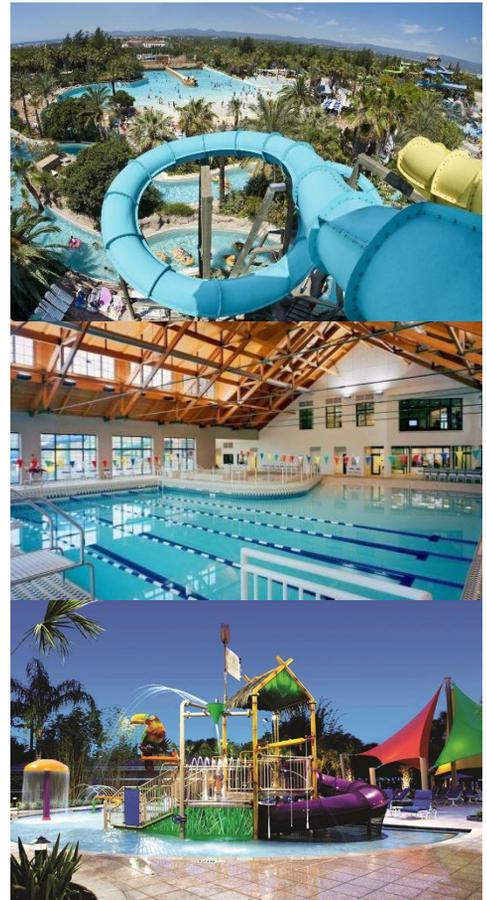
# HOA's



# Value of Using USA Management

## Types of Facilities we operate :

Indoor and Outdoor Aquatic Centers  
 Competition Pools  
 Slide Pools and Slides  
 Zero Depth Entry Pools  
 Water Parks  
 Splash Pads  
 Clubhouses  
 Restroom/Locker Room Facilities  
 Gyms  
 Resorts/Hotels  
 Municipalities



## What we offer:

- Architectural Design of Aquatic and Park Facilities
- Engineering Services for Aquatic and Park Facilities
- Design/Build Services for Aquatic Facilities
- Design/Build Services for Parks and Aquatic Facilities
- Project Management
- General Contracting
- Cost Valuation Analysis
- Facility Management of staffing and chemicals
- Preventative Maintenance on all Aquatic Equipment



# Municipalities we've worked with

Atlanta Public Schools, GA  
Borough of Dormont, PA  
Borough of Fleetwood, PA  
Camp Pendleton  
City of Ailene, TX  
City of Atlanta, GA  
City of Bayou Vista, TX  
City of Beckley  
City of Bell, CA  
City of Bowling Green, KY  
City of Brookhaven, GA  
City of Brunswick, GA  
City of Charleston, SC  
City of Cleveland, TX  
City of College Park, GA  
City of Columbus, GA  
City of Dania Beach, FL  
City of Desert Hot Springs, CA  
City of Doraville, GA  
City of Douglas, AZ  
City of Douglas, WY  
City of Edmond, OK  
City of Green Mountain Falls, CO  
City of Hammond, LA  
City of Homestead, FL  
City of Hopkinsville, KY  
City of Humboldt, TX  
City of Huntington Park, CA  
City of Jamaica Beach, TX  
City of Jeffersontown, KY  
City of Jonesboro, GA  
City of Laurel, MS  
City of Macon, GA  
City of Mountain Park, GA  
City of Norcross, GA  
City of Palestine, VA  
City of Odessa, TX  
City of Peachtree City, GA  
City of Pearland, TX  
City of Plainview, TX  
City of Portsmouth, VA  
City of Rock Hill, SC  
City of Roswell, NM  
City of San Marino, CA  
City of Snellville, GA  
City of Spring Grove, MN  
City of Stockton, CA  
City of Suffolk, VA  
City of Tucker, GA  
DeKalb County, GA  
DeKalb School District, GA  
DFAS Texarkana  
Edwards AFB  
Flushing Meadows Corona Park, NY  
Fon Du Lac Park District, IL  
Forsyth County, GA  
Fort Bend County, TX  
Fort Indiantown GAP  
Fort Rucker  
Fort Sill  
Foxfire Village, NC  
Fulton County, GA  
Glynn County, GA  
Greystone Psychiatric Hospital, NJ  
Gwinnett County, GA  
Kansas City Public Schools, MO  
Kirtland AFB  
Loraine County, OH  
Macon- Bibb County, GA  
Raytown School District, MO  
San Diego County, CA  
Scott Township, PA  
Seymour Johnson AFB  
Toole Army Depot  
Village of Round Lake Beach, IL  
Waukegan Park District, IL  
Yuma AFB

# Management Software



# Facility Management Software

## Revenues- Keys to Success and Profit



### **Memberships!**

Marketing your facility to your area with a marketing plan and generating targeted membership numbers will ensure profits. *See Marketing section for how this is done.*

## Revenues- Covering Costs

Say your total operating costs are 1 Million Dollars

Your target for family memberships would then be 5,000 if the cost of a family membership was \$200.00



# Facility Management Software

## Memberships

Recurring revenue is a game-changer when it comes to running a successful business. It hedges against revenue volatility and is one of the biggest keys to financial freedom. Imagine having a dependable customer base paying you predictable income, instead of worrying whether you're going to have a good attendance month or not. Don't forget that membership sites automatically distribute your content, freeing up your time so you can focus on growing your business.



### ***The Key!***

*Instead of charging \$200.00 up front, you charge \$34.00 per month for 6 months. Because \$34.00 per month sounds more palatable than \$200.00 up front, more customers wind up buying it.*



# Introducing Smart Aquatics!



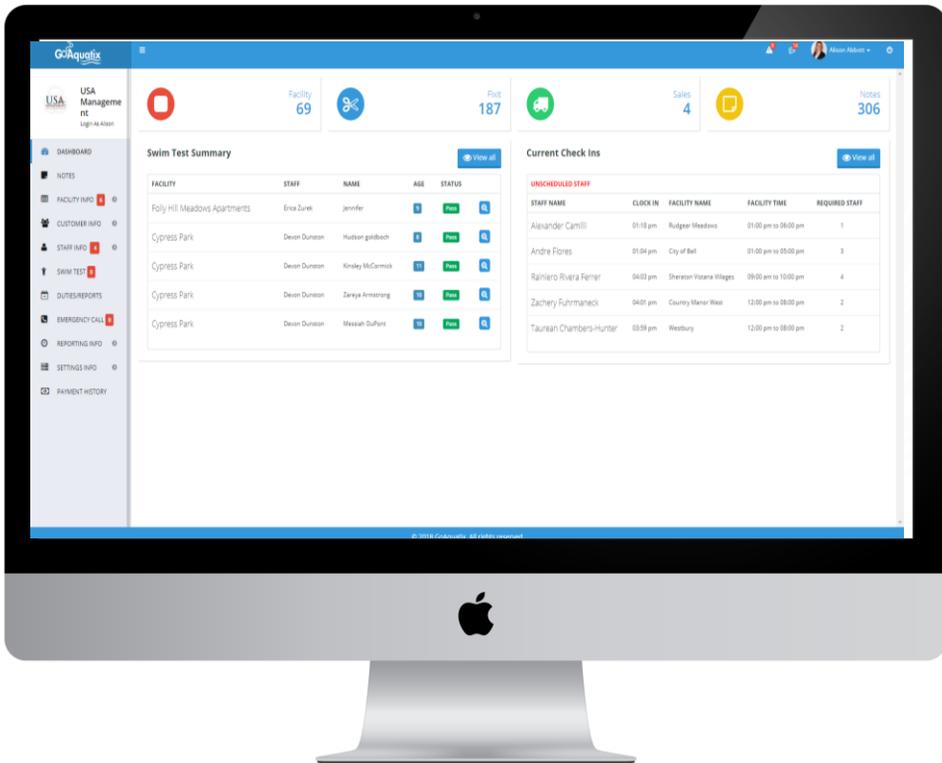
You asked and we delivered! USA Management has worked with technology devolvement teams to bring you the first and only smart aquatics management system. With gadgets and phone applications our world has become web-based. Join in the rest of the **Smart Cities** across the country and see how **GO AQUATIX** can benefit your community!

As the first aquatics company to use an electronic GPS clock- in systems. We have furthered our abilities to be proactive in management. From clock-ins to chemical readings, everything is digital, and everything is real time. This cloud-based system stores recorded documents, such as, staff time sheets, payroll, chemical readings, customized checklists, incident reports, etc. all in real time. This system also alerts us when chemical reading has not been completed on time. Did we mention it allows our customers to log in and view data and reports regarding their facility done by the Company and its team members in **REAL TIME?!**

Go Aquatix is an important tool for our team members. This is where they will begin their continuing education each week, they clock in, views information about the facility they will be working in, view payroll reporting about themselves, learns how to complete and view a schedule, view their points earned each shift and much more. They also complete check lists that have been tailored to the community they are working in.

*For a Demo on what this system looks like please contact me. I will happily email you the link with the username and password.*

# Technology



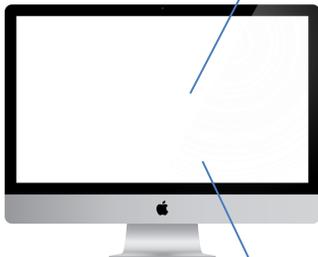
# Technology Reporting

REPORT TIME	ACTUAL TIME	STAFF NAME	WEATHER / TEMPERATURE	WATER SAFETY ASSIST	BATHER LOAD	# OF PATRONS AT FACILITY	CL2 LEVEL	PH LEVEL	WATER LEVEL	CHECK RESTROOMS	MEMBERSHIP CHECK
Jul 16, 2018 07:00 pm	Jul 16, 2018 07:07 pm	Brian Blonski	☀	No.	4	4	10.0	7.2	Normal	No	Yes
Jul 16, 2018 06:00 pm	Jul 16, 2018 05:41 pm	Brian Blonski	☀	No.	0	0	10.0	7.2	Normal	No	Yes
Jul 16, 2018 05:00 pm	Jul 16, 2018 04:14 pm	Brian Blonski	☀	No.	0	5	10.0	7.2	Normal	No	Yes
Jul 16, 2018 04:00 pm	Jul 16, 2018 03:26 pm	Brian Blonski	☀	No.	6	7	10.0	7.2	Normal	No	Yes
Jul 16, 2018 02:00 pm	Jul 16, 2018 01:48 pm	Brian Blonski	☀	No.	6	12	10.0	7.2	Normal	No	Yes
Jul 16, 2018 01:00 pm	Jul 16, 2018 12:16 pm	Brian Blonski	☀	No.	6	6	10.0	7.2	Normal	No	Yes
Jul 16, 2018 12:00 pm	Jul 16, 2018 11:25 am	Brian Blonski	☀	No.	5	10	10.0	7.2	Normal	No	Yes
Jul 16, 2018 11:00 am	Jul 16, 2018 10:11 am	Brian Blonski	☀	No.	11	15	10.0	7.2	Normal	No	Yes
Jul 16, 2018 10:00 am	Jul 16, 2018 09:18 am	Brian Blonski	☀	No.	4	5	10.0	7.2	Normal	No	Yes

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View hourly reports on chemical levels, bather loads, safety assists and safes, etc.!

Keep your aquatic facility safe by swim testing all youth!



2	Cypress Park	Devon Dunston	Hudson goldboch	8
3	Cypress Park	Devon Dunston	Kinley McCormick	11
4	Cypress Park	Devon Dunston	Zareya Armstrong	10
5	Cypress Park	Devon Dunston	Messiah DuPont	10
6	Cypress Park	Devon Dunston	Sydney Rawlings	8
7	Cypress Park	Devon Dunston	Hailey Credle	8
8	Cypress Park	Devon Dunston	Jelah Wiggins	8
9	Cypress Park	Devon Dunston	Jordan Davis	8
10	Cypress Park	Devon Dunston	Avalyn Brown	11
11	Cypress Park	Devon Dunston	Riley Emerson-Smith	8
12	Cypress Park	Devon Dunston	Jordyn Sanders	9
13	Cypress Park	Devon Dunston	Collin Credle	7
14	Cypress Park	Devon Dunston	Kaelin mccormick	9
15	Cypress Park	Devon Dunston	Alicia Brown	8

Swim Test Report of Hudson Goldboch

Facility: Cypress Park

Staff: Devon Dunston

Name: Hudson goldboch

Age: 8

Parent Email:

Test Report: Pass

Comment:

Date: Jul 16, 2018

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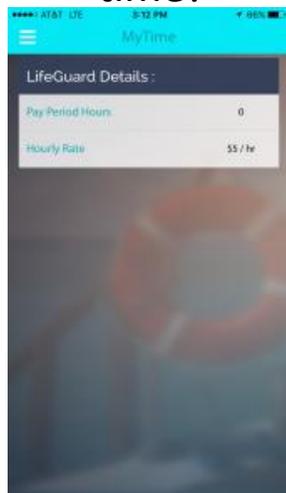
# Team Member Information



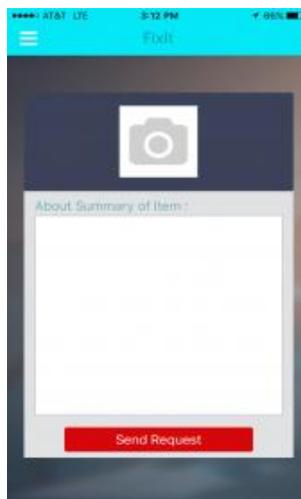
Viewing  
schedules!



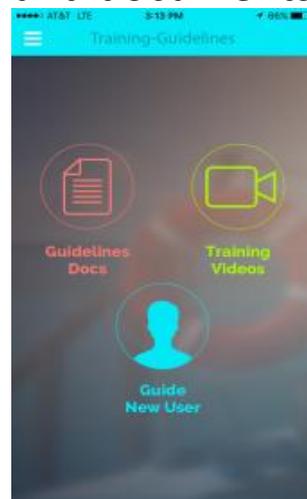
Viewing pay  
and time real  
time!



Work orders  
that guards  
understand!



Easy access to  
training videos  
and documents!



# Reporting and Documentation

## WHAT WE KNOW

- WE KNOW - Communication is the key to a successful partnership.
- WE KNOW - Being open and honest with people & customers is a recipe to long term success.
- WE KNOW - Lack of communication causes unwanted problems.
- WE KNOW - Transparency gives people the “Right to Know”.
- WE KNOW - Good communication strengthens trust, honesty and respect.
- WE KNOW - 70% of workers are not engaged with their work because of poor communication practices.
- WE KNOW - Workers that connect with each other increase their productivity by 20-25%.
- WE KNOW - 69% of workers say they work harder if they see that their work is recognized and appreciated.
- WE KNOW - Working with Gen Y workers requires a transparent work environment.

## WHAT WE BELIEVE

- WE BELIEVE - Inclusive decision making serves a group or business much greater than individuals.
- WE BELIEVE - Well documented reports gathered in “real-time” holds people accountable.
- WE BELIEVE - Technology increases collaboration and a spirit of working together.
- WE BELIEVE - Technology makes jobs easier and reduces wait times.
- WE BELIEVE - Transparency uncovers REAL problems and solutions.
- WE BELIEVE - Decision making is made from real data.
- WE BELIEVE - Good partnerships serve diverse people with mutual beneficial relationships.
- WE BELIEVE - An educated customer is a good customer.

# References





**Flushing Meadows Corona Park Aquatic Center**

**125-40 Roosevelt Avenue**

**Flushing, NY 11368**

**P: (718) 271-7572**

**Re: USA Management**

To Whom It May Concern:

It is my pleasure to recommend the pool management services of USA Management. During the past five years, I've worked directly with USA Management to manage and operate FMCP Aquatic Center in Queens, New York. This company offers top-notch quality services and across the board, we are always pleased with their work.

They are a unique and professional pool management company that provides a wide scope of services from lifeguard training to leadership training to ensure overall organizational effectiveness for any client and/or customer. We believe that their knowledge of the pool management business is second to none which has led to their success as a business.

Please consider USA Management for your pool management needs and I happy to recommend them to anyone seeking professional pool services. Please let me know if you need any additional information.

Sincerely,

Mikielle Banks

Director of Operations

FMCP Aquatic Center

To whom it may concern:

My name is Warren Holladay. I am over the Laurel Natatorium for the City of Laurel. We have had a contract with USA Management, formerly USA Pools since we opened our facility in July of 2000.

During this time, we have been very pleased with our decision to outsource the management of our facility. USA Management provides pool and facility management, lifeguarding, swim instruction and competitive swimming coaching.

USA Management provides cleaning supplies and their staff does the cleaning of our facility and restrooms/locker rooms. The company provides all pool chemicals and maintains the pool chemistry, so that the water is crystal clear and properly balanced.

On staff with USA is a lifeguard Instructor who keeps the staff current for certifications. The Instructor is very helpful in keeping other city facilities not under contract supplied with well trained and certified guards. They are very willing to work with the community to keep aquatic safety a priority in the area.

The USA staff helps train our instructional staff to do an excellent job of teaching swimming from the beginner to the national level competitive swimmer. We are very pleased with the degree of professionalism these instructors show.

We in the City of Laurel are very pleased with the level of work and professionalism that the staff of USA Management gives us. They are a very valuable part of our community.

Should you wish to talk with me regarding USA Management or any other aspect of aquatic management please call me or email me numbers are listed below.

Warren Holladay

hwholladay@hotmail.com 601-470-7266



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## YK Aquatic Center budget on track

By K.J. Lincoln

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February 18, 2015 | Volume 17, Issue 7

Miss Raunicka Ray from the Yukon Kuskokwim Aquatic Training and Health Center gave the City council the USA Pools update during the February 10th, 2015 city council meeting.

She provided the following report on the budget.

"We are on an 8th month budget right now," she said. "Our estimated goal is \$350,000. So far we have reached \$163,000."

The aquatic center held its grand opening on November 1st, 2014 and is now in its 4th month of operation.

"So it looks like we are on track as far revenue," said Mayor Rick Robb.

"Yes we are," said Ray.

Concessions has really taken off and group sales negotiations are in the works for the local school district. A local maintenance man was also hired.

"The things that have really sold are the monthly memberships, which have been pretty consistent," Ray said.

"For someone who has been using that facility regularly since it has opened I am still very impressed with the team members there and the staff and the customer service I think has been excellent and steadily improved so I just want to compliment you there," said Mayor Robb. "The place is clean, the equipment is in good shape, I think we are moving on."

The aquatic center offers many swim programs and fitness classes. There is a jacuzzi and a kiddie pool and a water slide.

### YOU MIGHT BE INTERESTED IN:

- [Kuskokwim Campus celebrates 42nd Commencement](#)
- [Person found deceased](#)
- [City of Bethel Sales tax Issue](#)
- [Malone Insurance recognized for excellence](#)
- [Five Models for Understanding Alaska's Fiscal Crisis](#)

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-  [A Nelson Island legend](#)  
Greg Lincoln
-  [Gov Walker vetoes 1.28...](#)  
Rep. Bob Heron

Nanuk's Creations



## Reader Comments



# References

## Municipal with programs

Name of client – City of Atlanta

Primary Contact of client – Arthur Culbreth

Phone number – 770-595-3870

Email ID - [aculbreth0009@gmail.com](mailto:aculbreth0009@gmail.com)

No. of years serviced – 12, since 2012

Name of client - Laurel Natatorium, City of Laurel

Primary Contact of client – Warren Holladay

Phone number – 601-470-7266

Email ID - [hwholladay@hotmail.com](mailto:hwholladay@hotmail.com)

No. of years serviced – 24, since 2000

Name of client – Flushing Meadows

Primary Contact of client - Mikielle Barkley

Phone number – 404-993-4014

Email ID - [mikielle.barkley@yahoo.com](mailto:mikielle.barkley@yahoo.com)

No. of years serviced – 24, since 2000

## Private with programs

Elle Anderson

Magnolia Farms

Glenn Heights, TX

[elle.anderson004@gmail.com](mailto:elle.anderson004@gmail.com)

816.651.8849

Darian Banks

Vista West

Fort Worth, TX

[fastswimmer71@gmail.com](mailto:fastswimmer71@gmail.com)

832.517.6321

# Proposal Costs



# Aquatic Management Agreement

THIS AGREEMENT, between USA Pools of Texas (the “Company”) and City of Palestine (the “Owner”), is to provide management services by the Company of the Owner’s aquatic facility located in Anderson County, TX, in accordance with the specification, conditions, and terms set forth herein.

**1. OPERATIONAL TIMES**

**DATES OF OPERATION:**

May 23, 2026 through September 20, 2026

*Aquatic Facility will be open weekends only while local, public schools are in session.*

**HOURS OF OPERATION:**

Monday 11:00am-7:00pm	Thursday 11:00am-7:00pm	Sunday 11:00am-7:00pm
Tuesday 11:00am-7:00pm	Friday 11:00am-7:00pm	
Wednesday 11:00am-7:00pm	Saturday 11:00am-7:00pm	

**2. SCOPE OF SERVICES:**

Advertising	Onboarding	Terminations
Recruitment	Certifications (if needed)	Uniforms
Pre-screening	Training	Supervision
Interviewing	Support Water Safety	Schedules
Hiring	Manage Daily Operations	Risk Management
Promote Programs and Events	Provide Staff	

**3. PAYMENTS :** The Company hereby proposes to perform the work and services set forth above for the price of \$42,920.00.00 for 2026 (1 year) swim year upon specification, conditions and terms as set forth herein. Payments by Owner to Company shall be made in accordance with the following schedule:

USA MANAGEMENT

**DUE**

	Total Contract Price	Sign/Renew	1-Dec	1-Feb	1-Apr	1-Jun	1-Jul	1-Aug
<b>1 Year</b>	\$42,920.00	\$2,146.00	\$2,146.00	\$2,146.00	\$4,292.00	\$12,876.00	\$12,876.00	\$6,438.00

*Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule*

**Note: 100% of gate revenue goes to City.**

**\*\*Contract Price listed is reflective of Silver Package pricing.**

**Add Alternate 1:** \_\_\_\_\_ (initial to accept)

**Team Member Uniforms \$104.00 per team member**

**Add Alternate 2:** \_\_\_\_\_ (initial to accept)

**Team Member Certifications \$300.00 per team member**

**PAYMENT DISCLOSURE:** The Company hereby proposes to perform the work and services set forth above for the year upon specification, conditions and terms as set forth herein in accordance with section **PAYMENTS**. Payments by Owner to Company shall be made in accordance with the section **PAYMENTS**.

Contract Payments are due as indicated above. Any contract payment not made within one (1) day of the dates listed above shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event contract payment are not received within four (4) days of the dates listed above, the Company shall have the right, at it's option, and within its sole discretion, to interrupt its services under this Agreement and to withdraw and remove all personnel and supplies from Owner's facilities without any further or additional notice to Owner. Any and all other Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, must be accompanied with a fifty percent (50%) deposit. Furthermore, any payments not made on or before five (5) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received ten (10) days from the due date, the Company shall have the right, at it's option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove all personnel and any unpaid for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein.

Payments by the Owner to the Company for work by Company's personnel or Company's subcontractors is a condition precedent to payments made by the Company to Company's personnel or subcontractors. Company's personnel and any Company's subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Company, for payment of work.

In the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay all said amounts, together with the interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

**4. PROPOSAL EXPIRATION OPTION:** This contract is void at the Company's option if not executed by the Owner and returned to the Company 30 days after October 28, 2025.

**5. ACCEPTANCE:** Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto. If Owner elects the three year option price, the renewal date in the Effective Date section of the Agreement will be waived during the term of the three year period. Owner may cancel the Agreement for nonperformance by the Company as provided in the Cancellation section of the Agreement. Owner acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this agreement and bind the property owner of the pool facility. Owner agrees to the contract specifications in the preceding body Agreement. Any actual changes must be listed in a separate Addendum.

**USA Pools of Texas**

**City of Palestine**

By: USA Management, LLC  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent - "Owner"

By: Contract Department  
Date: October 28, 2025

Date: \_\_\_\_\_  
Check 1YR\_\_\_\_ or 3YR\_\_\_\_\_

# Aquatic Management School Day Operation

We want to ensure transparency with you, our business partner, on the operation for hours when schools are in session in your area. First, it is our experience that operations during these times (school hours) are not recommended. However, based on your request we are providing this additional information. Secondly, here are some things to consider when it comes to operating your aquatic facility during school days.

As an industry standard the majority of aquatic staff are students, therefore operations on school days is not a routine procedure.

Things to consider when looking at school day operations:

1. How much "real" use is there at your aquatic facility during school days?
2. Does the cost really provide that much more benefit to the whole community (ROI)?
3. Have you considered a reduced or modified schedule?

Our commitment in serving your community during the swim year depends on the ability to recruit, hire, train, certify and schedule staff. It is very difficult to find staff that can work during school operation. If we can locate staff to work during this time, we will need to offer additional incentives for staff to be available to work. If we cannot accomplish this goal, we will be prompt in sharing this information with you!

## OPERATIONAL TIMES

### DATES OF OPERATION:

School days that occur between

**May 23, 2026 through September 20, 2026**

### HOURS OF OPERATION:

Monday 4:00pm-8:00pm

Thursday 4:00pm-8:00pm

Tuesday 4:00pm-8:00pm

Friday 4:00pm-8:00pm

Wednesday 4:00pm-8:00pm

**Payment:** The Company hereby proposes to preform the work and services on school day operations as an additional service. This fee is for one swim year (2021). The fee is paid upon signing, if Company is unable to provide staff for school day operations Owner shall be refunded for services. Less any cost associated with preforming this request

**School Day Operation Cost \$3,910.00**

***USA Pools of Texas***

***City of Palestine***

By: USA Management, LLC

Name: \_\_\_\_\_

By: Contract Department

Date: **October 28, 2025**

By: \_\_\_\_\_

Authorized Agent - "Owner"

Date: \_\_\_\_\_

# Aquatic Cleaning Agreement

THIS AGREEMENT, between USA Pools of Texas (the "Company") and City of Palestine (the "Owner"), is to provide pool cleaning services by the Company of the Owner's aquatic facility located in Anderson County, TX, in accordance with the specification, conditions, and terms set forth herein. This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim year(s) starting on **May 23, 2026 through September 20, 2026**. Company guarantees this price for 30 days.

**RESPONSIBILITIES:** Company shall be required to be responsible for the following duties and daily on-site cleaning for the purpose of maintaining the facility to industry standards.

- Checking water chemistry and record readings.
- Check & adjust water level in pool(s)
- Clean gutters, skimmers and drains according to companies cleaning schedule.
- Vacuuming pool according to companies cleaning schedule.
- Clean scum-line around pool edge according to companies cleaning schedule.
- Skim surface of pool(s)
- Brush wall & side of pool(s)
- Blow off deck according to companies cleaning schedule.
- Straightening deck furniture.
- Assist with picking up trash at facility.
- Emptying trash receptacles
- Backwash and clean filter system
- Clean & empty hair & lint traps according to companies cleaning schedule.
- Perform requisite repair work as authorized and needed by Owner.
- Report services and duties on Customer web portal for Owners inspection.

**WEEKLY SERVICE:** Company personnel shall service the pool no less than two (2) times per week under normal operation of the pool. Additional visits may be scheduled for additional cost.

**PAYMENTS:** Monthly cost for work: **\$2,890.00**

The Owner agrees that the facility and equipment rooms shall be available to Company at all times during the term of the Agreement. Owner further agrees to notify Company of any defects or maintenance issues of their facility and premises including but not limited to, pool equipment, pumps, chlorinators, vacuum system, lifeguard stands and/or any other water/safety issues. Owner also agrees to supply any previous Health Department inspections and/or violations.

Payments are due on the 1<sup>st</sup> of every month. Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, not made on or before five (5) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received ten (10) days from the due date, the Company shall have the right, and at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove unpaid amounts for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein.

The Owner may cancel this agreement at any time for any reason by giving at least thirty (30) days notice in writing to the Company. If the agreement is cancelled by the Owner as provided herein, the Company will be paid in full for the work completed as of the date of the 30 day termination.

**ACCEPTANCE:** Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

**USA Pools of Texas**

**City of Palestine**

By: USA Management, LLC  
Name: \_\_\_\_\_  
By: Contract Department  
Date: 10/28/2025

By: \_\_\_\_\_  
Authorized Agent - "Owner"  
Date: \_\_\_\_\_



***PMI- Your Premier Commercial Pool  
Services Provider***

# City of Palestine



**+855-794-6764**



**[joel@poolmanagementinc.com](mailto:joel@poolmanagementinc.com)**



**[poolmanagementinc.com](http://poolmanagementinc.com)**



# Introduction

Welcome to Pool Management Inc. (PMI), where *excellence* in commercial pool services is not just our goal—it's our promise. As a *leading provider* of premier pool management solutions, we understand that the success of your aquatic facility hinges on *impeccable care, reliable safety measures,* and a *pristine environment*. Our *dedicated* team combines industry *expertise* with a *commitment to innovation*, ensuring that every pool we manage delivers exceptional performance and creates an inviting safe space for your guests.

In this proposal, you'll discover how PMI's comprehensive services, from meticulous *cleaning* and *maintenance* to *advanced safety protocols* and *cutting-edge technology*, can transform your pool facility. Whether you're managing a community pool, a luxurious hotel resort, or a bustling waterpark, our tailored approach ensures that your needs are met with the highest standards of quality and professionalism.

***Join us on a journey to elevate your aquatic facility to new heights. With Pool Management Inc., you're not just investing in a service—you're partnering with a team dedicated to***

# Safety Information



**Child drowning is a silent tragedy.** Contrary to what many believe, there are no splashes or cries for help when a child is in danger. It happens quickly, quietly, and often without warning.

- **58% of parents do not consider drowning a threat to their children.** (Source: ISR)
- **Drowning is the leading cause of death for infants and young children between the ages of 1-4.** (Source: CDC)
- **Drowning is the second-leading cause of unintentional injury deaths in children aged 1-14 years.** (Source: CDC)

The reality is stark and sobering. **Drowning doesn't discriminate,** but certain communities are at greater risk. For example, **African American children are 20% more likely to suffer fatal drownings than their Caucasian peers.** (Source: CDC)

## The Solution? Qualified Lifeguards & Rigorous Safety Training



Ensure that your pool is **managed by professionals who understand** the critical importance of lifeguard management. Don't leave it to chance—protect what matters most.





# About Us

At Pool Management Inc., we specialize in delivering top-tier commercial pool management services. With a deep commitment to safety, quality, and innovation, we are dedicated to ensuring that your aquatic facility operates smoothly, efficiently, and, above all, safely.

## *Our Purpose*

At Pool Management Inc., *our purpose is to elevate the standards of commercial pool management* by providing exceptional service that goes beyond the basics. We strive to create aquatic environments where safety, cleanliness, and enjoyment are at the forefront, ensuring that every facility we manage is a source of pride for its owners and a delight for its users. Our dedication to *innovation*, *sustainability*, and *meticulous care* drives us to consistently deliver superior results, making us the *trusted partner* for businesses that demand excellence in their pool operations.



GET TO KNOW

# Who We Are

## Expertise

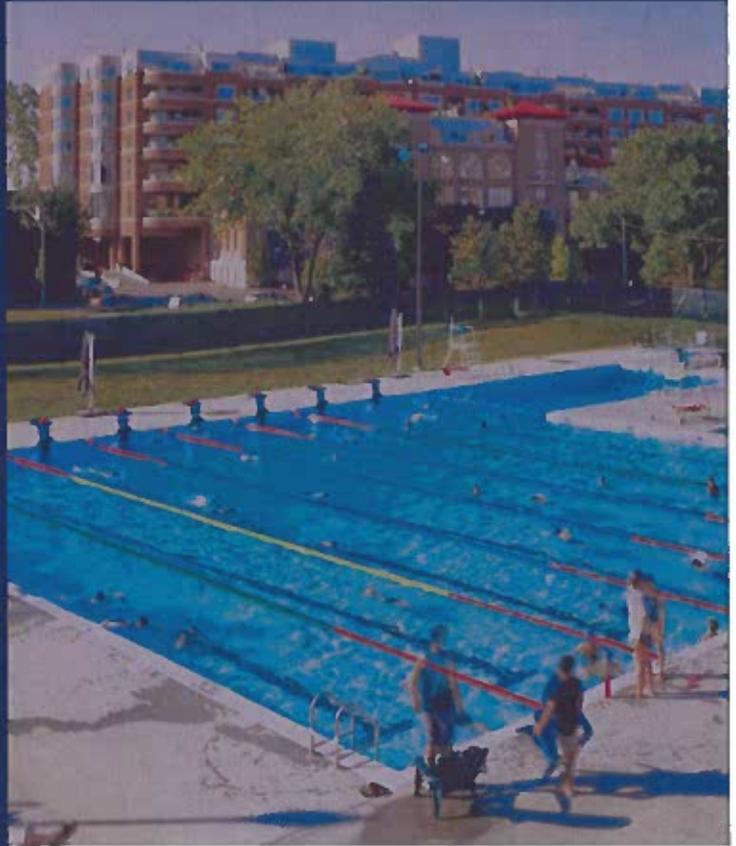


Our team consists of highly skilled professionals with extensive knowledge in commercial pool management. From pool technicians to lifeguards, our staff is fully certified and trained to handle all aspects of pool care, maintenance, and safety.

## Innovation



In an ever-evolving industry, we stay at the forefront of innovation. From eco-friendly cleaning practices to the latest in pool technology, we continuously seek ways to improve efficiency, sustainability, and overall pool performance.



## Dedication



We are committed to the success of each pool we manage. Whether it's a community pool, aquatic center, or water park, we approach every project with dedication and attention to detail. We ensure the water is crystal clear, the facilities are well-maintained, and safety protocols are strictly adhered to.



# What We Offer

*Our comprehensive pool management services are designed to ensure that your facility is safe, well-maintained, and enjoyable for everyone. Here's what we bring to the table:*

---

## **Full-Service Department:**

From routine maintenance to emergency repairs, our full-service department covers all aspects of pool management, ensuring a seamless experience.



## **Certified Lifeguard Staff:**

Safety is our top priority. We provide certified lifeguards who are trained to the highest standards, and ready to keep your pool safe and secure.



## **Monthly Safety Training**

**and Audits:** To maintain the highest standards of safety, we conduct monthly training sessions and safety audits for our staff, keeping everyone prepared and vigilant.

## **Community Programs:**

Our community-focused programs include swimming lessons, safety workshops, and events that engage and educate pool users of all ages.



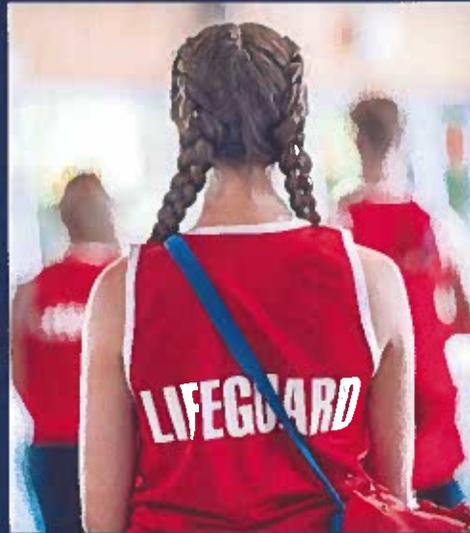
# What We Offer

## **Easy Billing and Payments:**

We simplify the billing process with clear, straightforward payment options, making it easy to manage your account.

## **Team Support and Field**

**Knowledge Experts:** Our team is backed by industry experts with deep knowledge and experience, providing you with the best possible service and support.



## **Additional Management**

**Personnel:** We provide extra management support to address any issues promptly and maintain smooth day-to-day operations.

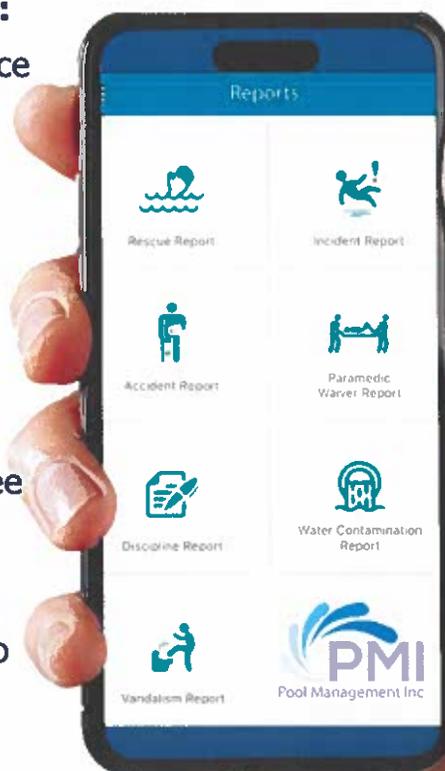
## **Community Programs:**

Our community-focused programs include swimming lessons, safety workshops, and events that engage and educate pool users of all ages.

# Innovative Technology for Seamless Pool Management



- **Efficient Staff Management:** The app simplifies staff management by tracking clock-in and clock-out times, ensuring accurate records and smooth shift transitions.
- **Audit Tracking:** Keep a close eye on the condition of your pool with real-time tracking of audits, ensuring compliance with safety and operational standards.
- **Incident Reporting:** When an incident occurs, our app allows for immediate logging and notifies our team instantly, so necessary repairs or fixes can be handled promptly.
- **Chlorine Level Monitoring:** Stay ahead of pool maintenance with automated tracking of chlorine levels, helping to maintain a safe swimming environment at all times.
- **Streamlined Scheduling:** Our app makes scheduling hassle-free, allowing you to see at a glance who is on duty, what tasks are being performed, and what needs to be done next.





# CONTACT US



**+855-794-6764**



**[joel@poolmanagementinc.com](mailto:joel@poolmanagementinc.com)**



**[poolmanagementinc.com](http://poolmanagementinc.com)**

# Aquatic Management Agreement

**THIS AGREEMENT, between Pool Management Inc (the “Company”) and City of Palestine (the “Owner”), is to provide management services by the Company of the Owner’s aquatic facility located in Anderson County, TX, in accordance with the specification, conditions, and terms set forth herein.**

**PROPOSAL EXPIRATION OPTION:** This contract is void at the Company’s option if not executed by the Owner and returned to the Company by **November 20, 2026**.

**SCOPE AND OPERATIONS\*** Company shall commence operations upon award and execution and is prepared to provide service in the form of seasonal lifeguard and staffing contract from that point forward, and for those successive years as awarded for the period being May 23, 2026, through September 7, 2026.

Company shall conduct a full walkthrough inspection of pool(s) and of all pool safety zones and areas, equipment and supplies. Company shall provide Customer with written report of same prior to pool opening date, to include risk management and water safety recommendations.

Company shall provide lifeguard services and staffing including interviewing, hiring, placement, training, and management, consistent with the operating schedule provided by the Customer. The requested staffing and operational hours are:

**Dates Of Operations: 05/23/2026 – 09/07/2026**

Company shall assist in maintaining daily maintenance, safety and service logs, and record electronically.

Company shall offer assistance with programming and special events, if requested

Company shall offer opening and closing services, if requested

Company shall offer chemicals, supplies, maintenance and repairs if requested

**PAYMENTS** PMI (the Company) is a vendor unique to the pool management industry in that we offer a two-tier pricing program that allows our client complete control of the staffing and labor component of their operations.

Company shall present a base management fee that covers the cost of maintenance, advertising, marketing, recruiting, interviewing, pre-screening, background checks, on-boarding, pre-opening training and in-service, certifications, daily management of operations, insurance, risk management, water safety support, water safety training, and water safety audits. This annual fee shall be paid on an agreed payment plan by the Customer and Company.

**Base Management Fee:  
1 Year Contract \$25,590.00 Per Year**

Base Management	DUE							
	15-Sep	1-Dec	1-Feb	1-Apr	1-Jun	1-Jul	1-Aug	
<b>1 Year</b>	\$25,590.00	\$1,279.50	\$1,279.50	\$1,279.50	\$2,559.00	\$7,677.00	\$7,677.00	\$3,838.50

*Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule*

PMI (the Company) shall also present an hourly rate for staff provided at Customers facility. The Customer agrees to pay for the **actual hours** used at Customers facility that Company's staff works on your site, which is captured by an electronic time keeping system. Company shall invoice Customer only for the **actual hours** used. No longer will you pay for days your pool is closed or for hours that staff is not at your facility. Example; bad weather, special events, low bathing load or mechanical failure.

**Hourly Rate:**

**\$21.85 Per Hour, Per Head Lifeguard**

**\$20.35 Per Hour, Per Lifeguard**

**\$18.65 Per Hour, Per Gate Attendant**

*\*Hours of operations and staffing levels are based upon the schedule provided by the Customer.*

ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered in accordance with the specifications, terms and conditions and addenda attached hereto. Owner may cancel the Agreement for nonperformance by the Company as provided in the Cancellation section of the Agreement. Owner acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the pool facility. Owner agrees to the contract specifications in the proceeding body Agreement. Any actual changes must be listed in a separate Addendum.

***Pool Management Inc.***

By: Pool Management, LLC

Name: \_\_\_\_\_

By: Contract Department

Date: August 17, 2024

***City of Palestine***

Name: \_\_\_\_\_

Authorized Agent - "Owner"

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **Aquatic Management Agreement Alternates**

**Add Option 1: \_\_\_\_\_(initial to accept)**

**Aquatic Supervisor**

**\$25.45 Per Hour (Minimum 25 Hours Per Week) Payments– 10% Signing, Equal payments May 1 through August 1**

Manage the operation of aquatic facilities, activities, swimming programs, and department staff.

Supervise and guide employees.

Manage operations of assigned areas within available resources and budget.

Adhere to aquatic safety standards and guidelines.

Plan and organize staff assignments and workloads.

Assist with hiring, training, and auditing of aquatic staff.

Recommend changes to existing aquatic programs as needed.

Conduct various aquatic entertainment and activities to attract more patrons.

Assist in research, facilitation and building quality aquatic programs that provide customer satisfaction.

Provide information about aquatic programs to schools, recreation officials, community service groups, and the public..

**Add Option 2: \_\_\_\_\_(initial to accept)**

**Staff Uniforms**

**\$100.00 per staff member**

**Add Option 3: \_\_\_\_\_(initial to accept)**

**Staff Lifeguard Certifications**

**\$350.00 per staff member**



# Contact Information

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## 1st Contact Person

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## 2nd Contact Person

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Accountant / Billing Address

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Facility Address

Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Pool Phone: \_\_\_\_\_



# SWIM LESSONS

## For All Skill Levels

Sign up  
**TODAY!**

Now Offering Swimming Lessons  
at Name Pool!

### June 9<sup>th</sup> – June 19<sup>th</sup>

Classes available for ages 3-5 and 6-9  
Monday –Thursday 9:15am -9:45am  
Monday –Thursday 10am -10:30am

### July 7<sup>th</sup> - July 17<sup>th</sup>

Classes available for ages 3-5 and 6-9  
Monday –Thursday 9:15am -9:45am  
Monday –Thursday 10am -10:30am



#### FAQ

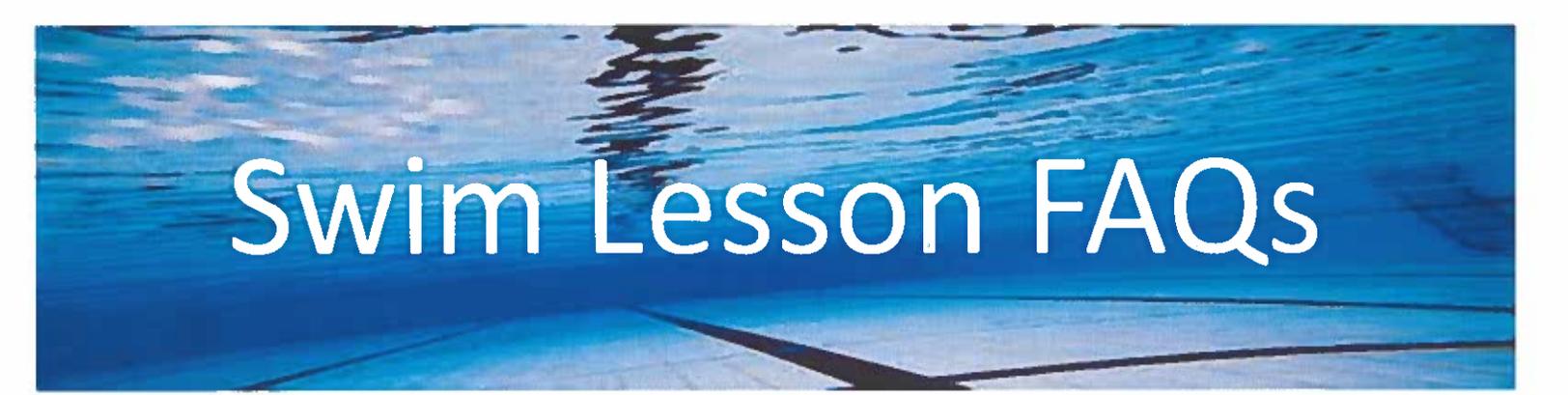
- Lessons are first come first serve
- Cost \$50.00 per participant for ages 3-5
- Cost \$65.00 per participant for age 6-9
- There are (8) 30-minute lessons in a session
- We ask you arrive 10 minutes early
- Parents are required to be present at all lessons

To sign up, please visit

[www.poolmanagementinc.com](http://www.poolmanagementinc.com). Complete the Swim Lesson sign-up form. If you have questions, please contact Pool Management Inc Corporate office at 855-794-6764.

Office hours are Monday – Friday from 8AM-5PM





# Swim Lesson FAQs

## What to Expect:

Each swim lesson is 30-minutes long. Based on the groups skill level assessed on the first day, the instructor(s) can give you a better idea of what each class will entail.

## What Time to Arrive:

In order for class to begin on time please arrive no later than 10 minutes before your scheduled class time.

## What to Bring:

1. You should have your child dressed and ready in their swimming suit. A simple suit with no frills is best. Depending on weather you may consider a swim shirt as well.
2. Have sunscreen already applied to your child. It's recommended children wear nothing less than SPF 50
3. A towel for your child while they are out of the water or for after the lesson.
4. Goggles are not required but may be desirable for your child. Do not bring goggles or face wear that covers their nose or mouth.

## I Am a Parent, What is My Role:

1. Parents are required to stay for the duration of the lesson.
2. It's important for parents to observe so they can work with their child outside of the lessons and improve upon their child's skills.

## What if My Child Misses a Lesson?

Instructors offer make up lessons on Fridays during the session. Please consult with your instructor for more details.

## What if I Sign-up My Child Up and Decide Not to Participate?

Please contact our offices and be prepared to have your sign-up date, contact information, facility name and receipt of payment. PMI will offer a full refund as long as we can match your payment.

**EFFECTIVE DATE:** This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season(s) May 23, 202, through September 7, 2026. **THIS AGREEMENT SHALL THEN CONTINUE FROM YEAR TO YEAR ON THE SAME TERMS AND CONDITIONS SET FORTH HEREIN, AT AN AMOUNT NOT TO EXCEED AN INCREASE OF FIFTEEN (15%) PERCENT EACH SWIM YEAR. IN THE EVENT THAT OWNER DESIRES NOT TO RENEW AND EXTEND THIS AGREEMENT AS PROVIDED HEREIN, OWNER SHALL PROVIDE COMPANY WITH WRITTEN NOTICE BY CERTIFIED MAIL DELIVERED TO 8725 Roswell Rd, Ste H Sandy Springs, GA 30350 PRIOR TO SEPTEMBER 15, OF EACH YEAR.**

**TELEPHONE:** The Owner agrees to be responsible for and to provide an operational touch-tone telephone thirty (30) days prior to opening and accessible to personnel at pool site. Consistent with health department regulations and for safety reasons facility shall only be open when the land line telephone is operational. The telephone must be capable of receiving incoming calls and be a dedicated land line for communication and management purposes. The telephone cannot be cellular or portable for facility location and address will not register with Emergency Services.

**FIRST AID KIT:** Owner agrees to be responsible for supplying and maintaining a completely stocked first aid kit, consistent with local health department regulations. Owner agrees to pay for first aid kit or supplies as needed.

**MINIMUM SAFETY STANDARDS:** Owner agrees and acknowledges that it is Owner's responsibility and duty to operate Owner's facility within the established building codes and the local health department regulations and "minimum safety standards". The National Swimming Pool Foundation (NSPF), the National Electric Code (NFPA), the CDC's Recreational Water Illness Prevention, and any and all local health and building codes shall be used as minimum standards for safety herein. The NSPF may be obtained from [nspf.org](http://nspf.org) or Granby Circle Colorado Springs, CO 80919; the National Electric Code is available from the [nfpa.org](http://nfpa.org) or Batterymarch Park, Quincy, MA 02169; the CDC information is from [cdc.gov](http://cdc.gov) or Clifton Rd, Atlanta, GA 30333; and your local health codes are available from the county environmental health department.

Owner agrees to complete all the repairs needed inside facility's enclosure. The Company shall assist the Owner at Owner's facility into compliance with minimum safety standards including but not limited to:

1. Tile depth markings at water line and safety warnings on pool deck.
2. Safety equipment: ring buoy(s), rescue tube(s), Coast Guard approved Life Jackets, shepherd hook(s), first aid kit, safety rope with buoys.
3. Provide Company a safe working environment.
4. GFI circuit breakers for underwater pool lights, good working pool equipment and a safe working environment.

Payment for work and equipment to bring Owner's facility within minimum standards on the above items shall be the responsibility of the Owner in accordance with section **PAYMENT DISCLOSURE**.

**MINIMUM WATER SAFETY STANDARDS:** The Company shall maintain adequate staffing levels as provided for in section **OPERATIONALTIMES** to meet the "10/20 Rule" and/or the "5-minute Scanning Strategy". The Company defines minimum water safety standards as "the reasonable supervision and protection afforded to swimmers in all aquatic facilities" located on the premises of an aquatic facility including recreational pools, lap pools, diving wells, lazy rivers, children's pools, waterslides and other aquatic attractions. Company shall retain personnel and staff that will meet the lifeguard certification standards set forth by the American Red Cross and the local or State Department of Public Health.

The Owner agrees, unless otherwise agreed upon, to provide all aquatic safety rescue equipment necessary to provide quality care for swimmers who patronize the swimming facility including, but not limited to, for each facility, rescue tubes, lifeguard stand/stations, spinal extrication board with head/neck stabilizing supports, supplemental oxygen, Automatic External Defibrillators (AED), seal-easy face masks, Bag Valve Masks

(BVM's) (for adult/child/Infant), first aid kit, bloodborne kit, ring buoy/rope, shepherd's hook, fanny packs, surgical gloves and one V- vacuum suction device.

Company shall provide one unannounced safety audit per quarter per facility and report finding of the audit upon completion. The audit shall include unedited video and a written evaluation.

Company agrees to designate a representative to attend Owner's "monthly" meetings to report on aquatic facility's operations. Owner agrees to provide Company a 30-day notice of Owner's scheduled "monthly" meetings.

Company shall develop and establish an Emergency Action Plan (EAP) to maintain overall safety for Owner's facility, which must be approved in writing by Owner. Copies of the EAP will be made available prior to the opening of the facility.

The Owner agrees, unless otherwise agreed upon, to provide on ample amount of Coast Guard Approved Life Jackets (CGLJ) for all swimmers at Owner's facility that is less than 48" (inches). This water safety equipment is necessary to provide quality care for swimmers who patronize the facility to ensure their water safety. Company agrees to provide proper signage and measuring instrument to standardize swimmers who are less than 48" (inches) to provide the CGLJ. Company shall provide and administer a water safety "swim test" (swim 1 length of pool and tread water for 60 seconds) for swimmers that are 48" (inches) or less to test their "basic" water safety swimming skills.

Owner's aquatic swimming facility shall be separated into "safety zone(s)". Company shall assist Owner to determine water surface square footage. Company shall recommend an adequate number of safety zones to provide the highest level of supervision and water safety based on local and state regulations, industry standards, the 10/20 rule and the 5-minute scanning strategy. Company recommends that supervision by certified personnel be required for any use of the pool. Owner agrees to indemnify and hold Company harmless for any claims arising from use of facilities other than during supervised hours. Company agrees to write schedule per the conditions of this agreement except where the schedule is changed due to inclement weather, low bathing load, repairs, fecal matter contamination or the Owner's request for modification of personnel's shifts. Company shall schedule personnel to operate the facility in accordance with section **OPERATIONALTIMES**.

**Note:** If Owner elects to change the schedule in accordance with section **OPERATIONALTIMES** any time during this agreement, the Owner agrees to provide 7 day written notice to allow company time to accommodate schedule change.

Under normal conditions five (5) personnel shall be at Edward Thomas Pool and under normal conditions two (2) at William Diggs Pool Company may determine personnel requirements based on bathing load, pool size, established safety zone(s), 10/20 Rule and/or the 5 Minute Scanning Strategy. Company shall notify Owner of any necessary staffing increases to accommodate a higher level of security and/or a higher level for customer service. Increased staffing levels could be provided for; heavy usage, private parties or events, holidays and/or any other activity that arises that is not a "normal condition" of facility.

Once every hour, for a period of ten minutes, the pool shall be cleared of all children 17 years and younger. (Safety Break) During this period, personnel shall not be on duty and neither the personnel nor the Company shall be responsible for people using the pool during said safety break.

**CHILDREN'S POOL:** If children's pool is unsupervised by company personnel, the supervision and safeguarding of users of the children's pool shall be the responsibility of the parent or guardian of the children using the children's pool. Company shall not be responsible if pool is unsupervised by company personnel, for any injury or loss resulting from use of the children's pool. Owner agrees to indemnify and hold Company harmless, if pool is unsupervised by company personnel, from any and all claims for damages or injuries, or both resulting from the utilization of Owner's children's pool.

**PERSONNEL:** Company personnel who work with the Owner's facility in fulfilling the terms of this Agreement shall be employees of the company and be directed solely by the Company.

1. The Company shall maintain at its expense personnel to perform Company's responsibilities hereunder. Company shall have sole and complete authority for recruiting, hiring, training, promoting, supervising, compensating, motivating and disciplining such personnel for establishing the terms and conditions of their work environment. Such personnel shall be under the Company's exclusive direction and control.
2. The Company shall train personnel. Personnel not performing up to the standards of the Owner will be replaced by the Company within 5 days of receipt of written request by Owner or designated representative.
3. Personnel shall have the authority to discipline patrons at the Owners' facility within their best judgment and sole discretion consistent with the published and posted rules of the Owner, and minimum safety standards as established herein.
4. Personnel are not required to tolerate abusive language or physical confrontations by facilities members or guests. If either occurs, the facility Owner or guest will be required to leave the active area and/or premises at the request of personnel. Should guests not comply, the local authorities shall be called. Company has authority to call the appropriate law enforcement authority for assistance and/or arrest if the Company feels necessary. Company feels this action is in the best interest of other facility members or guests and/or company personnel.
5. The Owner remains solely responsible for decisions to readmit anyone temporarily banned from Owner's facility. Decisions to temporarily ban or readmit violators shall be immediately conveyed in writing between the parties to this Agreement.
6. Anyone not abiding by the rules or blatantly disregarding them shall be warned and may be asked to leave the pool and/or facility. Should any individual pose an ongoing problem, that matter will be brought to the attention of Company's office and Owner's contact person.
7. Facility will not be staffed any day that public schools are in session unless specifically noted in Dates of Operations on page one of this agreement.
8. Company's management staff shall train personnel on operation of Owner's facility.
9. Company's staff shall supervise personnel.
10. Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its personnel at Owner's facility. Owner acknowledges that such information and investment is a valuable asset of Company's business. Owner agrees not to hire or contract (without the prior written consent of Company) any personnel or former personnel of the Company directly or indirectly to work at, service, or be connected in any way with the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement. Owner further agrees not to contract for aquatic management, maintenance or services as described herein with any other company or individual who makes use of former Company's personnel to work at, service, or be connected in any way at the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement. If Owner works with Company's staff directly or indirectly, Owner agrees to pay Company 80% of the Management Fee Agreement price as a placement fee.

**PERSONNEL RESPONSIBILITIES:** Personnel shall be required to be responsible for the following duties:

1. Supervise main pool.
2. Record bathing load at facility.
3. Support water safety.
4. Enforcing Owner and Company's rules for the safety and convenience of Owner's patrons.
5. Assisting Owner in monitoring usage of facility.
6. Assist with picking up trash at facility.

7. Lock and secure facility upon closing.
8. Owner agrees to report and document any action that may jeopardize the spirit and content of this agreement to company's corporate office.

**TRANSITION PERIOD:** Should time elapse between the end of a current service and the start date of a successor agreement: the Owner agrees that an unattended aquatic facility is subject to the development of algae, chemical imbalances, accumulation of debris and leaves. The conditions that may adversely affect the filtration system and those that may contribute to the possibility of freeze damage and other conditions not specified or limited to those above will be reviewed and the conditions evidenced will be reported to the Owner for action as the Owner deems in its best interest. Should the facility require cleaning or repairs to prepare for the inspection and opening per this agreement or a successor agreement, the Owner agrees to pay the Company to remedy this condition or on a basis mutually agreeable to the parties.

**AQUATIC CLEANING RESPONSIBILITIES:** Company shall be required to be responsible for the following duties and on-site cleaning for the purpose of maintaining the facility to industry standards.

1. Checking water chemistry and recording readings.
2. Check & adjust water level in pool(s)
3. Clean gutters, skimmers and drains according to the company's cleaning schedule.
4. Vacuuming pool according to company's cleaning schedule.
5. Clean scum-line around pool edge according to the company's cleaning schedule.
6. Skim surface of pool(s)
7. Brush wall & side of pool(s)
8. Blow off deck according to company's cleaning schedule.
9. Straightening deck furniture.
10. Assist with picking up trash at facility.
11. Emptying trash receptacles
12. Backwash and clean filter system.
13. Clean & empty hair & lint traps according to the company's cleaning schedule.
14. Perform requisite repair work as authorized and needed by Owner.
15. Report on services and duties on Customer web portal for Owner's inspection.

**WEEKLY SERVICE:** Company personnel shall service the pool no less than two (2) times per week under normal operation of the pool. Additional visits may be scheduled for additional cost.

The Owner agrees that the facility and equipment rooms shall be available to Company at all times during the term of the Agreement. Owner further agrees to notify Company of any defects or maintenance issues of their facility and premises including but not limited to, pool equipment, pumps, chlorinators, vacuum system, lifeguard stands and/or any other water/safety issues. Owner also agrees to supply any previous Health Department inspections and/or violations.

**RAIN DAY:** In the event of severe weather, Company shall temporarily close the facility whenever threatening weather approaches for the overall safety of swimmers and patrons. This shall not require any change or adjustment in any provision to this agreement. Lightning, thunder and high winds constitute severe weather and are a danger to swimmers. At the first occurrence of thunder or lightning, pool shall be closed to swimmers for 30 minutes. Should thunder or lightning persist, pool shall remain closed until 30 minutes after the last occurrence of thunder or lightning. Deck area shall also be closed for 30 minutes after each occurrence of lightning.

**UNUSUAL CONDITIONS:** Emergency Closing of facility: The Owner and/or the Company may close the facility in an emergency situation, whether the emergency is caused by a breakdown of equipment, any act of God, repairs, or by any other causes outside the control of Company. This shall not require any change or adjustment in any provisions of this agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operation Company shall refund fifty percent (50%) of the daily operational cost to Owner until such time as the facility is reopened for normal operation.

The facility shall be closed to swimming in cases where Fecal Matter is present. To comply with national, state and local codes and recommendations, the Company shall close Owner's facility in the event that fecal matter, vomit, or blood should contaminate the pool.

Although glass is not permitted in the facility area during operation, glass can enter the facility area due to vandalism, after hour parties or storms that blow glass top tables into facility. Generally, colored glass entering the pool can be identified and removed. Clear glass is not easily seen, and it is a requirement of the local and state health department that the pool be drained, surface scrubbed and cleaned, refilled and water rebalanced.

**SUPPLIES:** Company shall provide chemicals, and pool supplies at an additional cost to Owner. Company shall purchase supplies on an as needed basis. Owners shall pay for all supplies purchased by Company. Owner agrees to supply, at its expense, bathhouse supplies and retain a cleaning service for the bathhouse. The Company agrees to perform light cleaning of Owners bathhouse. Owner agrees to be responsible for providing, with no cost to Company, to include but not limited to the following items/equipment; water hoses, algae brushes, chemicals and chemical systems, pool vacuum, leaf net, pool poles, water test kit/reagents, vacuum hoses, trash receptacles, gas and blower, flow meters, pressure gauges, mops, toilet brush, brooms, buckets, algaecides, clarifiers, automatic pool fill with auto shut off, operation manual, and trash can liners.

**REPAIR WORK:** The Company shall stand ready to perform any repair work needed during the term of this agreement. It is understood that repair work is an independent covenant of this contract and notwithstanding any alleged breach of any other covenant. The Owner remains solely responsible for all labor and parts to repair its pumps, filters, chemical injection systems and any other physical items not specifically mentioned. Owner shall have the option of using other contractors for repair work. Work performed by Company shall be invoiced as follows:

1. Any work or equipment to be provided by Company or Company's Subcontractors shall be undertaken only upon authorization by the designated representative of Owner. Upon authorization, Company shall perform work and invoice Owner. Owner agrees to pay repair bills and invoices in accordance with section **PAYMENT DISCLOSURE**.
2. The Company shall arrange for repair of plumbing or electrical equipment/services at the Owner's request. Owner agrees to pay invoice in accordance with section **PAYMENT DISCLOSURE**.
3. The Company shall assist the Owner with regards to any necessary major repairs.

**ADDITIONAL PERSONNEL:** The Company agrees to schedule personnel for extra hours of operation at the written request of the Owner and subject to the following:

1. At the option of the Owner, the Company shall schedule personnel for additional hours of operation not covered in section **OPERATIONAL TIMES**. Owner agrees to be responsible for giving the Company no less than seven (7) days of prior written notice. The additional hours not covered by this agreement in section **OPERATIONAL TIMES** is \$34.50 per hour per person.

Additional hours are subject to the availability of personnel.

2. The Company shall not schedule any personnel beyond the hour of 11:00 p.m.
3. Personnel scheduled by the Company, other than those specified in this contract, shall be at the rate of \$34.50 per hour. Amount shall be payable to the Company with the seven (7) day prior written notice. This cost is in addition to the fees provided hereinafter.

**INSURANCE/LIABILITY:** The Company shall maintain the following coverage:

- 1) Worker's Compensation insurance covering all people engaged on behalf of the Company in the performance of the terms of this agreement.
- 2) General liability insurance in the amount of \$1,000,000.00
- 3) Professional liability insurance and punitive damages in the amount of \$1,000,000.00

Upon written request by Owner, Company agrees to supply copies of certificates of insurance to the Owner verifying the above-mentioned insurance coverage. Company further agrees to list Owner as an additionally insured on policy for a fee of \$350 payable in accordance with section **PAYMENT DISCLOSURE**. It is the responsibility of the Owner to provide all other insurance coverage.

Company assumes no liability for any damage or injury to any persons or property arising from or caused by Acts of God. Except as to the employees of the Company, Company assumes no liability for any damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal. The Company assumes no liability for the acts of any "Good Samaritan" or "First Responders". The Company shall not be liable or responsible to any person or entity for any loss, injuries and/or damages that arise at any time, except such loss, injuries and/or damages that are the direct result of acts or omissions of the Company or its employees. The Company shall not be liable for loss of or damage to the personal property of any person or persons utilizing the pool or its facilities. The Owner further agrees to indemnify and hold the Company harmless from any and all claims (including claims of vicarious and/or joint and several liability), injuries or damages to persons or property arising from any event or circumstance occurring at the pool or its facilities except for those acknowledged by the company as, or proven in a legal proceeding to be, proximately caused by the negligence or gross negligence of the Company or its employees.

The Owner agrees to maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident/each person.

The Company shall not be liable for claims arising from defects in the Owner's premises, equipment, amenities, furniture, or recreation equipment. Owner asserts and attests that all items are in a safe and usable condition and meet any and all necessary standards for usage. Company may notify Owner of any conditions that may pose a hazard but is not required to do so. It is the sole responsibility of the Owner to repair, remove or replace any defective items that are the property of the Owner.

Owner agrees to provide Company with proof of insurance in the form of Certificates of insurance verifying the above-mentioned insurance coverage.

**MISCELLANEOUS:**

1. Owner agrees to communicate any comments, suggestions, or complaints concerning the facility, facility staff, or management service directly to the Company's corporate office.
2. When Company's personnel are not scheduled to work at Owners facility the Company shall assume no responsibility or liability at the facility before or after specified hours of operation.
3. To comply with national, state, and local codes and recommendations, the Company shall close Owner's pool in the event that fecal matter, vomit, or blood should contaminate the pool.
4. If there is a change in local, state, or federal laws concerning minimum wage, or concerning any other cost aspect relating to this proposal, the Company may present additional charges to Owner for Owners approval.
5. Company shall recruit personnel utilizing local advertising in schools, newspapers, social media and recruiting job boards. In the event that standard industry methods do not produce required minimums for staffing, owner agrees that company shall provide additional incentive pay or discounted certifications and uniform costs to allow a broader opportunity for personnel. In the event that company must utilize these methods to insure performance under the Agreement, Owner shall provide a per diem reimbursement to company for management of any staffing shortage of an amount not to exceed \$150 per day.
6. Company reserves the right to close facility if air temperature is 69 degrees or lower. This shall not require any change or adjustment in any provision to this agreement.
7. Company shall provide Owner a management tool for accessing Company's network that provides and stores real time data and documents such as payment information, invoices, schedules, pool data reports, service requests, etc. The Owner agrees to pay \$18.00 per month as an additional fee for this service provided by the Company. Owner also agrees to provide a WIFI hotspot at Owners facility.
8. Company shall provide Owner an option to reward the staff at Owners facility with a gratuity for their outstanding service from the past swim year. This benefit would be equally distributed in the direction of the Owner representative.

**COSTS/EXPENSES:** The Owner agrees to pay all reasonable costs and expenses incurred by the Company, in connection with the management of Owners facility. Any and all reasonable fees and out-of-pocket expenses incurred by the Company in connection with the management of Owners facility including but not limited too; insurance, amendments, renewals, hiring, recruiting, staffing, training, operative equipment, water safety and extensions of operations shall be paid by Owner in accordance with section **PAYMENT DISCLOSURE**.

**EXTENSION OF OPERATION:** At the option of the Owner, the Company shall schedule and maintain the facility and provide services to allow swimming before or after the dates in section **OPERATIONALTIMES**. The Owner agrees to notify Company in writing thirty (30) days prior to the "extension of operation". The cost for "extension of operation" not covered by this agreement shall be \$36.50 per hour. Amount shall be payable to the Company with the thirty (30) day written notice prior to the "extension of operation". This cost is in addition to the fees provided hereinafter.

**PAYMENT DISCLOSURE:** The Company hereby proposes to perform the work and services set forth above for the year upon specification, conditions and terms set forth herein in accordance with section **PAYMENTS**. Payments by Owner to Company shall be made in accordance with the section **PAYMENTS**.

Contract Payments are due as indicated above. Any contract payment not made within one (1) day of the

dates listed above shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event contract payment are not received within four (4) days of the dates listed above, the Company shall have the right, at it's option, and within its sole discretion, to interrupt its services under this Agreement and to withdraw and remove all personnel and supplies from Owner's facilities without any further or additional notice to Owner. Any and all other Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, must be accompanied by a fifty percent (50%) deposit. Furthermore, any payments not made on or before five (5) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received ten (10) days from the due date, the Company shall have the right, at it's option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove all personnel and any unpaid for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein.

Notwithstanding any other payment clauses in the Agreement, the Owner shall make prompt payments to invoices under the terms and conditions specified in the Agreement. The Company considers payment as being made on the day funds clear the bank. Owner agrees and is required to make any and all payments under the Agreement within 5 days of the due date. Owner shall promptly pay the Company the amount determined in the Agreement due to the indisputable costs of labor, material and/or supplies. Should there be a dispute as to the amount or manner of determination of any kind, Owner is obligated to promptly pay Company, the amount of payment that is not disputed when due. The portion in dispute shall be paid upon final and non-appealable resolution of such dispute. Upon full payment of any claim or dispute the Company shall sub rated the rights under the Agreement to the Owner with respect to the subject matter of such claim.

Payments by the Owner to the Company for work by Company's personnel or Company's subcontractors is a condition precedent to payments made by the Company to Company's personnel or subcontractors. Company's personnel and any Company's subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Company, for payment of work.

In the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay all said amounts, together with the interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys' fees.

**CANCELLATION:** The Owner shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (1) Owner shall notify corporate office during the swim season (8425 Roswell Rd, Ste H Sandy Springs, GA 30350) by certified mail and by phone of any problem regarding performance as detailed in the Agreement. Company shall have five (5) business days following receipt of certified notification to remedy stated violation of agreement. (the "Remedy Period")
- (2) If Company fails to remedy the violation within the "Remedy Period" as detailed in this Agreement; Owner may then cancel this Agreement by providing Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This agreement shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")
- (3) In the event that the Owner terminates Agreement by procedure stated above, the Owner shall be entitled to a refund for monies paid in advance. Refund to Owner shall be calculated as follows:

Divide the contract price by the total number of days of operation (the first day of the contracted swim season to the last day of the contracted swim season as determined in section 1 of this Agreement). This daily operation cost shall be multiplied by the number of days facility was operated under this Agreement. That amount shall be subtracted from the amount of the contract price paid to the Company by Owner as of the termination date. Company shall refund the remainder amount paid to the Company by Owner as of the termination date.

(4) Refund shall be paid within fourteen (14) business days after termination.

**OWNER CONTACT PERSON:** Please direct all Company communications to the following Owner/ Representative: Owner agrees at least one of the designated "contact person(s)" below is an elected official and/or officer of the Owners organization.

**VENUE AND GOVERNING LAW:** This Contract shall be governed by and construed according to the Laws of where the Company is domiciled. Venue and jurisdiction for any disputes arising out of this Contract shall be in the State or Superior Courts of where the Company is domiciled.

**ENTIRE AGREEMENT, MODIFICATION, and BINDING EFFECT:** This Agreement constitutes the entire agreement of the parties and supercedes any prior agreements, understandings, or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding to ensure the benefit of the Owner and Company and so their respective heirs, successors and assigns.

**STRICT COMPLIANCE:** No failure of Company to exercise any power or right granted herein or to insist compliance by Owner with its obligations and duty herein shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

**SEVERABILITY:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**NONWAIVER:** Owner and Company agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement.

**EXTENSIONS:** Unless otherwise agreed to by Owner and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

**ATTORNEYS FEES & DAMAGES:** In the event of Owners breach of Agreement or legal action to enforce the rights of Company under the terms of this Agreement, the parties agree that the Company shall be entitled to receive as additional damages, any and all litigation expenses, including attorney's fees. Owners further agrees to pay Company 50% of the total Agreement price if Owner elects not to keep the "EFFECTIVE DATE" section of the Agreement valid and in full force permitted by law.

**END OF AQUATIC MANAGEMENT AGREEMENT**



# 2026 Pool Management Agreement

## PART 1 GENERAL SPECIFICATIONS

AMI, operating as AQUATIC MANAGEMENT INC. (CONTRACTOR) agrees to manage the Palestine Aquatic Center swimming facility (OWNER), located at 5500 TX-256 Loop, Palestine, TX 75801, from Saturday May 23, 2026 through Monday September 27, 2026 in accordance with the following specifications:

**A. POOL HOURS**

11:00am – 7:00pm

**B. PERSONNEL** Choose 1 \* must check the appropriate option(s) below.

Normal Operating Hours: 3,008 hours

Pool Monitor       Lifeguard

Cost Total \$94,500.00

Maintenance with Seasonal start up and shut down

Cost Total \$12,000.00

**C. COMPENSATION**

OWNER agrees to pay CONTRACTOR the amount of: \$106,500.00 The payments shall be due as follows:

Sign/Renew	5%	May 01	5%
December 01	5%	June 01	30%
February 01	5%	July 01	30%
April 01	10%	August 01	10%

**D. SPECIAL NOTES**

Personnel will arrive one half hour early to and will stay 1/2 hour after closing. Personnel will be in uniform. Contract includes pre and post season opening and closing. Special events, pool parties, after normal hours will be agreed to by contractor and owner.

NOW THEREFORE, in consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **PART 2 – OPENING**

CONTRACTOR will render the swimming pool operational by completing the following services:

- A. Schedule for opening Health Department swimming pool inspections. Contractor shall apply for all necessary Health Department permits upon Owner's written request. The Owner shall be responsible for all permit fees including a processing fee.
- B. Remove swimming pool cover if pool is covered,. Store cover on property.
- C. Reclamation of pool water will be attempted as primary opening procedure, drain and acid cleaning the pool (if necessary) will be performed. Additional fees apply.
- D. Check inventory supplies.
- E. Reassemble existing filter plant and startup system after pool is filled with water.
- F. Cooperate with any contractors in preparing pool for operation.

## **PART 3 - MAINTENANCE OF POOL**

A general cleaning will be performed twice weekly. CONTRACTOR will be responsible for the following:

- A. Maintaining water purity, in conformance with the local Health Department regulations.
- B. Operating pool in accordance with rules established by governing Health Department's recognized safety rules. CONTRACTOR reserves the right to prohibit admittance of children under the age of 14 unless accompanied by a responsible adult. All adults and legal guardians utilizing the facility will agree to adhere to CONTRACTORS swimming pool rules included as "Addendum 1" of this agreement.
- C. CONTRACTOR will not be responsible for gate control and wading pool safety unless Owner authorizes CONTRACTOR to provide additional personnel specifically for these duties.
- D. CONTRACTOR will not be responsible for functionality of any pool furniture and equipment including but not limited to filtration equipment, pool steps and ladders, chairs, chaise lounges, tables, and umbrellas.
- E. CONTRACTOR will not be responsible for the perimeter barrier of the pool (i.e., fencing), any locking mechanisms of the barrier, or security surrounding the pool area.
- F. CONTRACTOR will perform cleaning functions as necessary to maintain the pool.
  1. Vacuum pool
  2. Brush pool
  3. Clean skimmer baskets
  4. Clean waterline tile
  5. Backwash filtration system
  6. Remove facility trash to Owner's onsite facility
  7. Fill water to proper level
  8. Test and adjust pool water chemistry

## **PART 4 – PERSONNEL**

- A. All personnel employed by CONTRACTOR for work under this agreement shall be employed solely by the CONTRACTOR and CONTRACTOR will be responsible for paying employees and shall pay all taxes and costs incident to the work of the employees.
- B. All personnel employed by CONTRACTOR shall have proper appropriate certification. CONTRACTOR shall have the sole discretion as to the hours and days of work of personnel.
- C. OWNER and CONTRACTOR have based the personnel required to safely manage the site upon the anticipated peak bather load as notated in Part 1, If peak bather load is exceeded Owner will be notified and required to increase personnel.
- D. Staff schedules may be adjusted to suit the particular needs of the OWNER. Additional hours or days may be added at the OWNER'S request for an additional fee with prior written approval by CONTRACTOR. Additional personnel hours needed within the operating times of the contract as specified in Part 1 will be calculated at \$29.50 per hour. Pool party staff will also be calculated at the rate of \$34.50 per hour and a \$45 processing fee.
- E. Pool will not be opened on any day that public school is in session during the contract term.

## **PART 5 - CLIENT CARE / SUPERVISION**

CONTRACTOR agrees to conduct site visits and will present documentation to advise OWNER of the general pool operation. CONTRACTOR agrees to meet with the OWNER representative periodically to discuss pool operation and related issues.

## **PART 6 - CLOSING OF POOL**

CONTRACTOR will perform the following services necessary to close and winterize the pool:

- A. Backwash and drain filters

- B. Drain pool to proper level. Contractor will not be responsible for maintaining the water level after closing.
- C. Drain pumps, hair / lint strainers that require draining.
- D. Fill bathhouse fixtures with antifreeze if requested in writing by OWNER (additional charges will apply).
- E. Drain pool circulating and vacuum lines that require draining and are so constructed that they can be drained.
- F. Store first aid, emergency, maintenance, and test equipment in filter room.
- G. Secure and store automatic chemical feeder if applicable.
- H. Drain and store hoses, rails, and ladders.
- I. Secure pool cover to existing grommet system. Any missing or damaged grommets / springs will be replaced and invoiced separately to the OWNER. (if applicable).
- J. Notify OWNER/AGENT on completion of pool closing.
- K. Submit list of repair recommendations for the following season.
- L. Upon completion of closing, CONTRACTOR assumes no responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies.
- M. Pool water will be treated according to company visitation schedule.

OWNER shall be responsible for winterizing all other areas. OWNER shall be responsible for informing contractor of all isolated or concealed drain valves. Any equipment and supplies to be stored over the winter will be stored in conveniently located space inside the pool enclosure designated by the OWNER.

## **PART 7 – OWNER'S RESPONSIBILITIES**

- A. OWNER will be responsible for filing all permits and associated fees. Scheduling and performing the annual visual electrical inspections as well as securing necessary bonding and grounding certifications will be the sole responsibility of the OWNER. (Applicable in NJ and PA only)
- B. Provide CONTRACTOR with three (3) sets of keys to the pool enclosure and facilities.
- C. Complete all needed repairs inside pool enclosure, such as plumbing, decking, fencing, locking mechanisms, caulking, area lights, depth markings, etc.
- D. OWNER will maintain the perimeter barrier of the pool fence and any and all locking mechanisms of the swimming pool area or enclosure, and will be responsible for security of the pool area.
- E. If OWNER provides pool furniture (including chairs, lounges, tables, umbrellas and umbrella bases it will be of good working condition. OWNER will supply one base for each umbrella. CONTRACTOR will not be responsible for any damages to pool furniture or liable for injury to patrons caused by pool furniture.
- F. The OWNER shall ensure that the swimming pool facility complies with all building codes and the Local Health Regulations in effect. The OWNER shall provide, in good working condition, all necessary equipment for the safe operation of the facility, including but not limited to filtration equipment, pool ladders, rescue tubes, backboard with straps, head immobilizer, deep water divider ropes, elevated guard station(s) and lifeguard umbrella for each guard station.
- G. OWNER will have a telephone at the pool (tone, hard wired, push button) prior to official opening date available to the personnel at all times. Where pre-opening Health Department inspections are conducted a turn on date of April 15th is required.
- H. OWNER will provide CONTRACTOR and CONTRACTOR's employees with free parking to service the facility.
- I. OWNER will provide all utilities; water, electricity and gas (if needed) for the operation of the pool.
- J. OWNER will provide CONTRACTOR with a copy of OWNERS approved pool rules for the facility.
- K. OWNER will provide CONTRACTOR a safe working environment.
- L. OWNER shall provide, free of charge, adequate and conveniently located storage space for cleaning materials and equipment of CONTRACTOR and shall be responsible to CONTRACTOR for the security of such place.
- M. OWNER will be responsible for any lab testing required by Health Department.

## **PART 8 – INSURANCE**

The Company shall maintain the following coverage:

- A. Worker's Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this agreement.
- B. General liability insurance in the amount of \$1,000,000.00
- C. Professional liability insurance and punitive damages in the amount of \$1,000,000.00

Upon written request by Owner, Company agrees to supply copies of certificates of insurance to the Owner verifying the above-mentioned insurance coverage. Company further agrees to list Owner as an additionally insured on policy for a fee of \$350 payable in accordance with section PAYMENT DISCLOSURE. It is the responsibility of the Owner to provide all other insurance coverage.

Company assumes no liability for any damage or injury to any persons or property arising from or caused by Acts of God. Except as to the employees of the Company, Company assumes no liability for any damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal. The Company assumes no liability for the acts of any "Good Samaritan" or "First Responders". The Company shall not be liable or responsible to any person or entity for any loss, injuries and/or damages that arise at any time, except such loss, injuries and/or damages that are the direct result of acts or omissions of the Company or its employees. The Company shall not be liable for loss of or damage to the personal property of any person or persons utilizing the pool or its facilities. The Owner further agrees to indemnify and hold the Company harmless from any and all claims (including claims of vicarious and/or joint and several liability), injuries or damages to persons or property arising from any event or circumstance occurring at the pool or its facilities except for those acknowledged by the company as, or proven in a legal proceeding to be, proximately caused by the negligence or gross negligence of the Company or its employees.

The Owner agrees to maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident/each person.

The Company shall not be liable for claims arising from defects in the Owner's premises, equipment, amenities, furniture, or recreation equipment. Owner asserts and attests that all items are in a safe and usable condition and meet any and all necessary standards for usage. Company may notify Owner of any conditions that may pose a hazard but is not required to do so. It is the sole responsibility of the Owner to repair, remove or replace any defective items that are the property of the Owner.

Owner agrees to provide Company with proof of insurance in the form of Certificates of insurance verifying the above-mentioned insurance coverage.

## **PART 9 - ADDITIONAL PROVISIONS**

- A. All repairs needed to render the pool in operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by the OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.
- B. REPAIRS, BILLS, AND INVOICES: OWNER shall pay all repair bills and invoices submitted by CONTRACTOR within 15 days of receipt. This covenant is an independent covenant of this contract. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full.
- C. All applicable sales taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented by CONTRACTOR and shall be applied as an extra amount to all invoices.
- D. If OWNER requires vendor to register with a company in order to receive payment for their services (ie, a Compliance Depot) OWNER will reimburse VENDOR the cost of the fee plus a \$95 processing fee.
- E. OWNER agrees not to hire or contract with CONTRACTOR'S current or past personnel to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates, or two years from the date of termination of the CONTRACTOR'S employees. In the event that the OWNER breaches this, the OWNER agrees to pay CONTRACTOR, a placement fee equal to 30% of the total contract price herein.
- F. Any increases in federal or state minimum wage subsequent to the submission of this contract will be passed onto the
- G. OWNER at an amount calculated at 118% of the minimum wage increase multiplied by the number of hours for season that the pool will be open per Part 1.
- H. In the event that OWNER shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CONTRACTOR, at its option, may terminate this agreement immediately.
- I. OWNER hereby agrees to contract with CONTRACTOR to manage and operate the pool site during the term of this Agreement. If OWNER is not the actual owner of the pool site, but rather a management company or person acting as the agent of the owner of the property, OWNER hereby declares and affirms that it is acting within the scope of its authority in entering into and executing this Agreement.
- J. OWNER hereby agrees that CONTRACTOR is utilizing OWNER property and CONTRACTOR will not be held liable for damage that is caused due to OWNER property.
- K. This Agreement may not be amended or modified except by written instrument executed by the parties.
- L. It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement.
- M. This Agreement shall be governed and construed in accordance with the laws of the State where CONTRACTOR is domiciled.
- N. Should the pool not open by 4:00 PM due to inclement weather, the pool will be closed for the remainder of the day.
- O. Should the pools operating hour schedule per PART 1 have the pool closed on any day that is a holiday than the pool will remain open for the holiday and close the following day.
- P. CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area.
- Q. Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.
- R. If OWNER is required to provide an Automated External Defibrillator "AED" due to State, County or municipality code and has not done so, CONTRACTOR reserves the right to supply these items and invoice OWNER. CONTRACTOR recommends that all facilities regardless of code have an AED on site.

## **PART 10 - CLOSURES**

CONTRACTOR reserves the right to close the pool in an emergency situation, inclement weather, breakdown of equipment, inadequate security for the protection of the personnel at the facility, violation of local or state ordinance, or any other condition or circumstances which, in the judgment of CONTRACTOR, endangers the health or safety of the personnel or patrons and this shall not constitute a breach by CONTRACTOR. If the emergency event causes the pool facility to be closed for more than seven (7) consecutive days and such event was not caused by any act or omission of the OWNER, then CONTRACTOR shall refund to the OWNER the variable costs of the contract that are defined as fifty percent (50%) of CONTRACTOR'S actual daily operating cost beginning from the 8th day until the pool is reopened, or the end of the term of the Agreement, whichever occurs earlier.

## **PART 11 -WARNING**

Ground water pushes upward against the bottom and sides of a swimming pool in much the same way that water pushes upward against the bottom and sides of a boat. If this ground water pressure exceeds the downward and side pressure from the weight of the pool and the water it contains the pool may "float" or rise out of the ground or collapse.

Draining a pool reduces the downward and side pressure of the pool and therefore decreases resistance to the upward and side thrust of the ground water. Proceeding with the draining of a swimming pool, without first determining that the water table is not high and that all precautionary measures are still functional from when the pool was constructed, invokes certain amount of risk. Determination of the existence of a high water table and the proper functioning of the hydrostatic relief valve is costly. Unless the determinations are made by the OWNER, there is a risk of flotation any time a pool is drained. This risk must be assumed by the OWNER of the pool when it is drained. CONTRACTOR shall not be responsible for hydrostatic damage to the pool structure or surrounding area.

## **PART 12 – DEFAULT**

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement "terminated" and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

In the event that OWNER considers CONTRACTOR to have breached any provision of this Agreement or failed to perform or unsatisfactorily performed any obligation under this Agreement, OWNER shall have the right to terminate the services provided hereunder, provided: (1) a certified written complaint is made promptly to CONTRACTOR stating the precise nature of the deficiencies in performance and/or quality of service; (2) CONTRACTOR has not corrected the deficiencies within ten (10) days from the date written notification is received; and (3) OWNER has complied in all material respects with its obligations under this agreement. Unless OWNER complies with Agreement, OWNER shall not be entitled to set off, reduce, offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.

## **PART 13 - LIQUIDATED DAMAGES**

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination. In the event of a breach of this Agreement by OWNER prior to CONTRACTOR commencing opening as defined in Part 2, CONTRACTOR shall be entitled to 30% of the total contract price as liquidated damages.

## **PART 14 - BINDING EFFECT**

The terms and provisions of this Agreement shall be binding on the OWNER, its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without the prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement. If OWNER has provided CONTRACTOR documents as addendum to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provision contained in CONTRACTOR'S contract shall control.

## **PART 15 - EXTENSION OF SERVICE**

CONTRACTOR shall, if requested by the OWNER, for an agreed upon non-refundable or cancelable fee, operate the pool prior to or beyond the Dates specified in Part 1, provided the OWNER gives CONTRACTOR a minimum of two (2) weeks notice. The cost associated will be separately negotiated.

## **PART 16 – MISCELLANEOUS**

This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. IN WITNESS HEREOF, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement in behalf of each party.

## **PART 17- EFFECTIVE DATE**

This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season(s) May 23, 2026 through September 7, 2026. This agreement shall then continue from year to year on the same terms and conditions set forth herein, at an amount not to exceed an increase of ten (10%) percent each swim year. In the event that owner desires not to renew and extend this agreement as provided herein, owner shall provide company with written notice by certified mail delivered to 5485 Bethelview Rd. suite 360-305 Cumming, GA 30040 prior to September 15, of each year.

**OWNER acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the pool facility. This Agreement is a valid and legally binding obligation of OWNER and is fully enforceable against OWNER and the party which owns and operates the pool facility.**

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ACCEPTED:

**AQUATIC MANAGEMENT INC.**  
By AMI LLC

CONTRACTOR

OWNER/AGENT

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Agenda Date: November 10, 2025  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Cemetery Mapping  
Date Submitted: 10/30/2025

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**SUMMARY:**

Presentation and demonstration of a new web-based GIS application designed for managing and displaying cemetery property information. The system integrates existing cemetery mapping data with burial records and other relevant datasets to create a user-friendly, interactive platform. The new GIS offers both desktop and mobile capabilities, allowing City staff, residents, and visitors to easily access and explore cemetery information online.

Through the public-facing web portal, users can search interment records, locate individual burial plots, and view associated information layers such as lot ownership, section boundaries, and available spaces.

**RECOMMENDED ACTION:**

Staff will provide a live demonstration of the system, highlighting how both the public and staff can use the platform.

**CITY MANAGER APPROVAL:**

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Agenda Date: November 10, 2025  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Specific Use Permit for Electrical Substation at 3101 S. Loop 256  
Date Submitted: 10/30/2025

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**SUMMARY:**

Public hearing regarding a request for a Specific Use Permit for an electrical substation at 3101 S. Loop 256, also identified as the Broyles Switch Station Addition, Block A-L. The applicant, Oncor Electric Delivery Company, is proposing to construct a new electrical substation to improve reliability and service for current and future customers and to meet the growing demand in the area. Thirty-one notices were mailed to property owners within a 200 ft radius on October 7, 2025. No comments have been received in favor or in opposition. This item will be heard by the Planning and Zoning Commission during its regular meeting on November 6, 2025.

**RECOMMENDED ACTION:**

City Council will receive input from citizens wishing to comment on the request for a Specific Use Permit for an electrical substation at 3101 S. Loop 256.

**CITY MANAGER APPROVAL:**

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**Attachments**

Application  
Site Plan  
Staff Report



### SPECIFIC USE PERMIT APPLICATION

#### APPLICANT INFORMATION

Applicant Name:	Rob Myers				
Address:	6160 Warren Parkway, Suite 210				
City:	Frisco	State:	Texas	Zip:	75034
Phone Number:	[REDACTED]	Email:	[REDACTED]	Fax:	N/A

#### PROPERTY DESCRIPTION

Address (if available):	3101 S LOOP 256, PALESTINE				
Subdivision:	S05405	Lot:	1	Block:	A
Anderson County Appraisal District Block Map #	42675	Tract #:	N/A		
Existing Deed Restrictions:	<input type="checkbox"/> Yes (Attach a copy with the application)	<input checked="" type="checkbox"/> No			
Proposed Deed Restrictions:	<input type="checkbox"/> Yes (Attach a copy with the application)	<input checked="" type="checkbox"/> No			

#### PRESENT USE OF PROPERTY

Describe how the property is currently being used: Property is currently vacant.

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#### PROPOSED USE OF PROPERTY

Describe the proposed use of the property (be specific): Construction of a new electrical substation that will improve reliability and service for the current and future customers and meet growing demand in the area.

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

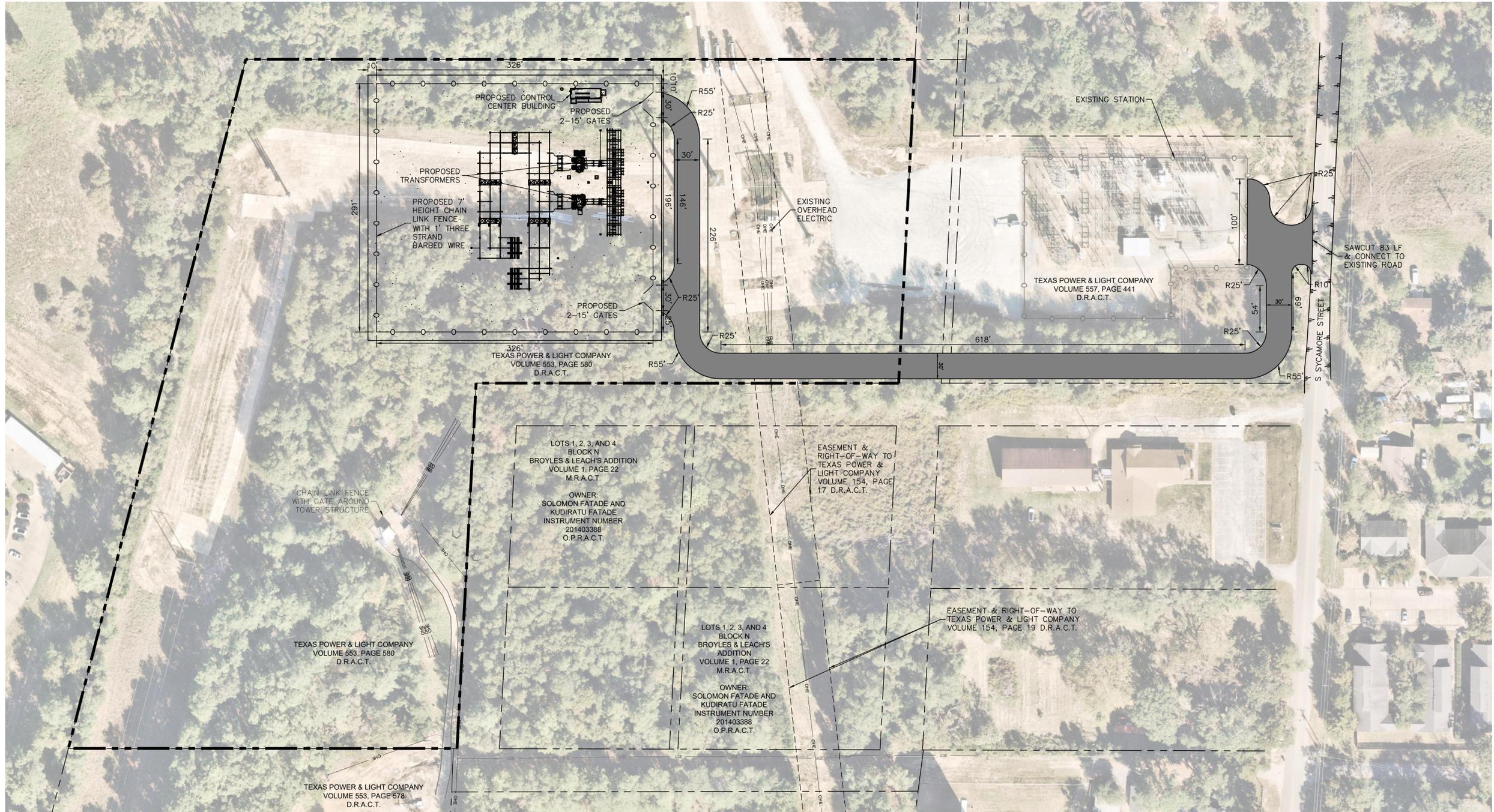
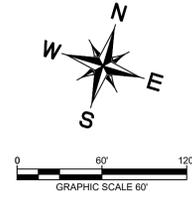
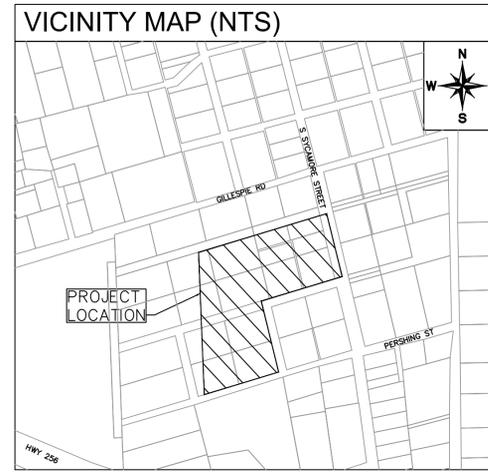
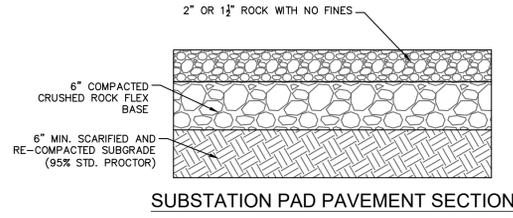
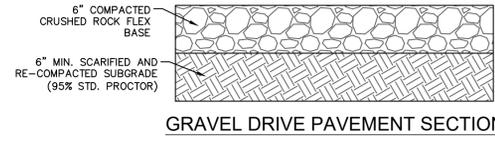
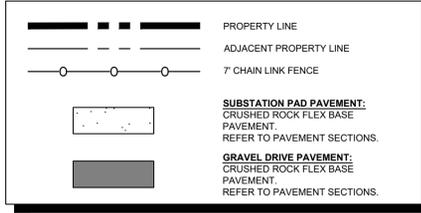


Plotted By: Schiermeyer, James Date: September 16, 2025 11:50:17am File Path: K:\FRISCO\Single Family\Projects\2025\2025134 - Oncor Timberline Sub - Palestine\CAD\Plan Sheets\C-Site Plan.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

**SITE NOTES**

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH.

**LEGEND**



No.	REVISIONS	DATE	BY

**Kimley»Horn**  
 © 2025 KIMLEY-HORN AND ASSOCIATES, INC.  
 6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034  
 PHONE: 972-335-3560  
 WWW.KIMLEY-HORN.COM  
 TEXAS REGISTERED ENGINEERING FIRM F-928

FOR REVIEW ONLY  
 Not for construction or permit purposes.  
**Kimley»Horn**  
 Project: ROBERT J. MYERS  
 P.E. No. 115910 Date: 09/17/2025

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
	SEPTEMBER 2025	AS SHOWN	KPH	JTS	RJM

**SITE PLAN**

**ONCOR TIMBERLINE SUBSTATION**  
 PALESTINE, TEXAS

SHEET NUMBER  
**C-01**



**PLANNING AND ZONING COMMISSION  
AGENDA DATE: NOVEMBER 6, 2025  
ITEM XZ-25-13 / STAFF REPORT**

---

**REQUEST:** A specific use permit to allow an electrical substation at 3101 S. Loop 256, Broyles Switch Station Addition, Block A - L

**APPLICANT:** Oncor Electric Delivery Company

**EXHIBITS:** Application, Maps and Site Plan

**PREPARED BY:** Susan Davis, Planning Tech

---

**PROPERTY INFORMATION**

**LOCATION:** 3101 S. Loop 256

**ZONING:** Retail Commercial and Mixed-Use Neighborhood

**OVERLAY ZONES:** None

**LAND USE:** Commercial

**ADJACENT ZONING:** Retail Commercial, Mixed-Use Neighborhood, and Mixed Residential

**ACREAGE:** 25.422 acres

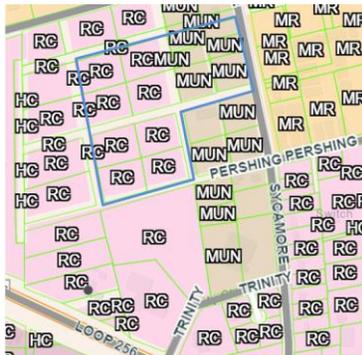
**PROPERTY DESCRIPTION:** Broyles Switch Station Addition, Block A - L

**SUMMARY OF REQUEST**

The applicant, Oncor Electric Delivery Company, applied for a specific use permit to allow an electrical substation at 3101 S. Loop 256. The applicant proposes to construct a new electrical substation to improve reliability and service for current and future customers and to meet the growing demand in the area.

**PROPERTY ZONING AND LAND USE**

The property where the electrical substation is proposed to be located is zoned Retail Commercial (RC) and Mixed-Use Neighborhood (MUN). Adjacent zoning is Retail Commercial to the North, West, and South; Mixed-Use Neighborhood and Mixed Residential to the East.



**PUBLIC NOTICE**

On October 7, 2025, thirty-one notices were mailed to property owners within 200 feet of the location of the specific use permit request. One property owner responded with questions concerning access and questions about Pershing Street. No comments have been returned in favor or in opposition. Thirty property owners (97%) have not responded.



**ZONING AND DEVELOPMENT REQUIREMENTS**

Chapter 39, Article II, Section 39.2.2-13 of the Code of Ordinances for the City of Palestine requires a Specific Use Permit for an electrical substation use in the retail commercial and mixed-use neighborhood zoning districts.

**SPECIFIC USE PERMIT LOCATION MAP**



**STAFF COMMENTS**

An Ordinance approving abandonment of alley and street rights-of-ways was approved by City Council on May 28, 2024. No additional closures street or alley rights-of-ways has been requested in connection with this request.

**COUNCIL REVIEW**

The item will be placed on Council's agenda for consideration on November 10, 2025.



Agenda Date: November 10, 2025

To: City Council

From: April Jackson, City Secretary

Agenda Item: Presentation of the Delinquent Property Tax Collection Report for the City of Palestine

Date Submitted: 10/24/2025

---

**SUMMARY:**

McCreary, Veselka, Bragg & Allen, P.C. (MVBA) has provided the City's Delinquent Property Tax Collection Report for the current reporting period. The report summarizes MVBA's collection activities and provides an update on the firm's continued efforts to recover delinquent property taxes on behalf of the City.

**RECOMMENDED ACTION:**

This item is presented for informational purposes only; no action is required.

**CITY MANAGER APPROVAL:**

---

**Attachments**

City of Palestine Collection Report

A large, stylized graphic of a pair of scales of justice is centered on the page. The scales are rendered in white and light gray against a background of dark gray and white geometric shapes. The central pillar and the two pans are prominent, with the pans extending towards the left and right edges of the frame.

**mvba**

**The City of Palestine  
Delinquent Tax Collections Report**

McCreary Veselka Bragg & Allen PC Attorneys at Law

November 10, 2025

Honorable Mitchell Jordan  
Mayor, City of Palestine  
504 Queen Street  
Palestine, Texas 75801

**Re: City of Palestine - Report on Delinquent Property Tax Collections**

Dear Mayor Jordan:

I am enclosing for you and the City Council copies of our latest Report on the Collection of Delinquent Property Taxes. Our report details our activities undertaken to collect the delinquent taxes due to the City of Palestine. The report also explains the procedures we follow to ensure that each property owner is notified of their tax delinquency, and the legal steps that will be taken when prompt payment of the taxes is not made.

We believe that our collection procedures provide the City with maximum recovery of its delinquent taxes in the shortest period of time possible. In addition to our collection activities, we will advise the City on any ad valorem tax matter.

We appreciate the opportunity to represent the City of Palestine in the collection of its delinquent taxes and invite your questions and comments in order that we may better serve your needs.

Sincerely,



Staci L. Gold  
Shareholder & Managing Attorney

## ***“The Solution To All Your Collection Needs”***

The goal of our tax collection program is to collect the greatest amount of tax in the shortest period of time. **MVBA** believes it has met this goal for the **City of Palestine**.

Tax Collections generally fall into two categories, current tax collections, the collection of the current levy of taxes within the fiscal year in which they are assessed, and delinquent tax collections, taxes that are unpaid and referred to a law firm for collection. It is our belief that an effective delinquent tax collection program will not only result in the quick recovery of delinquent taxes, but will also enhance current collections. When the taxpaying public is aware that the **City** aggressively, but fairly, pursues unpaid taxes, there is more incentive for a property owner to timely pay their current taxes.

The following are some of the significant points contained in our report.

### ***CURRENT TAX COLLECTIONS***

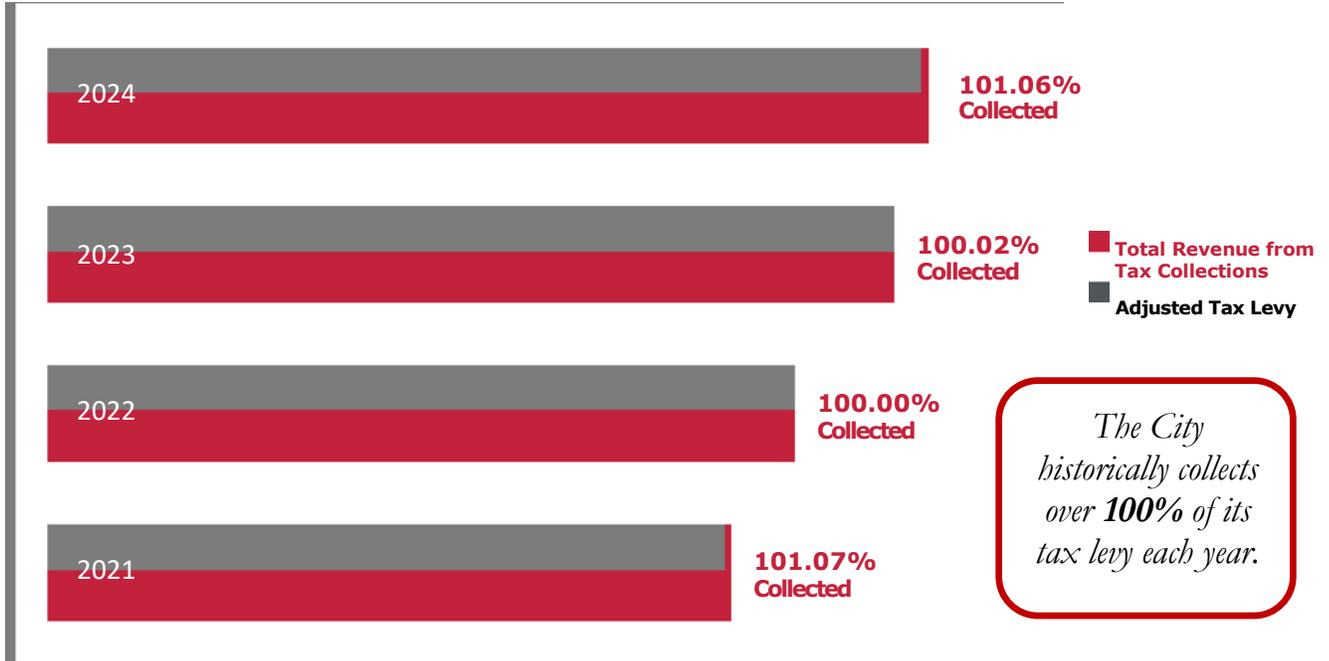
- ❑ In three of the last four years the **City’s** Total Annual Tax Collections (*current and delinquent taxes, penalties and interest*) actually **exceeded** the amount of taxes that had been levied. (Chart Page 3)
- ❑ As of the date of this report, the **City** has collected **97.36% to 99.24%** of the taxes that were levied for each of the last four years. (Chart Page 4).

### ***DELINQUENT TAX COLLECTIONS***

- ❑ We have collected **30.41%** of the taxes referred to us in July 2025, **70.36%** of the taxes referred to us in July 2024, and **71.08%** of the taxes referred in July 2023. The balance of these taxes is being quickly and efficiently collected. (Charts Pages 5-7).
- ❑ In order to collect the **City’s** delinquent taxes during this report period we have:
  - Sent over **3,214** Delinquent Tax Notices
  - Filed **68** Delinquent Tax Suits
  - Recovered **40** Judgments, and
  - Posted **38** properties for sale

## Total Revenue from Tax Collections

In each of the last four years, the City's Total Annual Tax Collections *actually exceeded the amount of taxes that were levied*. The City has collected **101.06%**, **100.02%**, **100.00%**, and **101.73%**, for tax years 2024, 2023, 2022 and 2021.



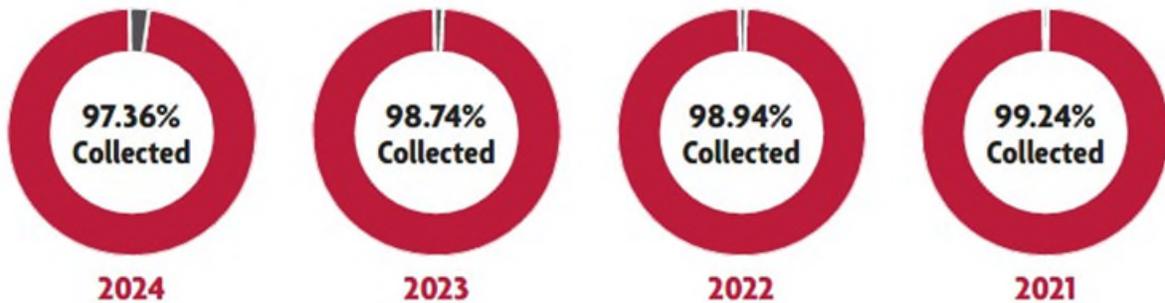
For the last four years the amount of the Current Taxes collected added to the Delinquent Taxes, Penalties and Interest also collected is greater than the amount of taxes levied by the City for that year. Thus, the City is assured that each year it will collect over 100% of the taxes that are levied. (The amounts listed have been adjusted for tax office corrections.)

### ***TOTAL ANNUAL REVENUE FROM TAX COLLECTIONS TAX COLLECTIONS FROM OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2025***

Tax Year	Tax Year Ending	Original Tax Levy (Adjusted)	Total Revenue Tax Collections	Percent Collected
2024	9/30/25	\$9,499,440	\$9,599,893	101.06%
2023	9/30/24	\$9,211,571	\$9,213,700	100.02%
2022	9/30/23	\$8,141,239	\$8,140,984	100.00%
2021	9/30/22	\$7,374,242	\$7,453,139	101.07%

## Collection of Tax Levy *As of September 30, 2025*

Listed below are the last four tax years. As of September 30, 2025, **97.36%** to **99.24%** of the taxes levied for the tax years 2024 through 2021 have been recovered. For each of the tax years prior to 2020, the City has collected over 99.00% of the taxes that were levied.



This Chart above and the Table below list the actual amount of taxes levied for the past four years and the amount and percentage of each year’s tax levy that have been collected. The amounts included are original tax amounts only *and do not include penalties and interest that have also been collected.*

It is a historical reality that a small percentage of each year’s tax levy will be uncollectable due to a number of reasons such as insolvent business personal property accounts, bankruptcies, tax deferrals, medical hardships, and the fact that some property owners are judgment proof. Therefore, the cumulative percent collected, while extremely high, will never be one hundred percent.

*The City ultimately collects over **99.00%** of its taxes.*

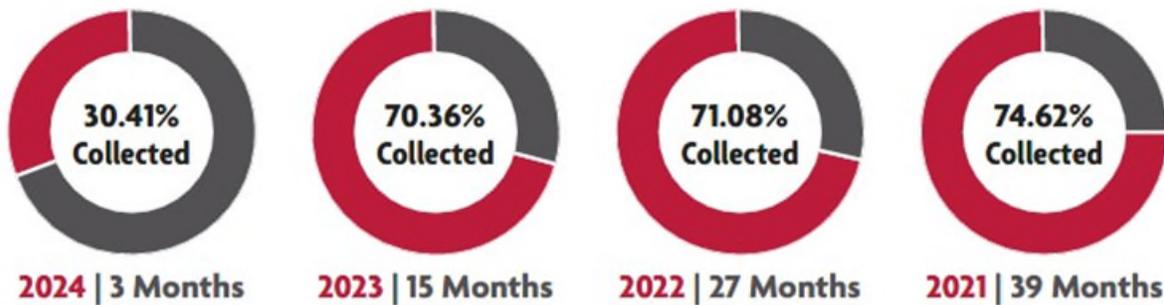
### **COLLECTION OF TAX LEVY**

#### **TAX COLLECTIONS FROM OCTOBER 1 OF EACH YEAR THROUGH SEPTEMBER 30**

<i>Tax Year</i>	Original Tax Levy (Adjusted)	Tax Collected to Date	Percent Collected
<i>2024</i>	\$9,499,440	\$9,249,040	97.36%
<i>2023</i>	\$9,211,571	\$9,095,672	98.74%
<i>2022</i>	\$8,141,239	\$8,054,608	98.94%
<i>2021</i>	\$7,374,242	\$7,317,955	99.24%

## Delinquent Tax Collections *As of September 30, 2025*

On July 1<sup>st</sup> of each year, the City refers its unpaid delinquent taxes from the prior year to us for collection. The following charts depict the success we have had in collecting the taxes referred to us.

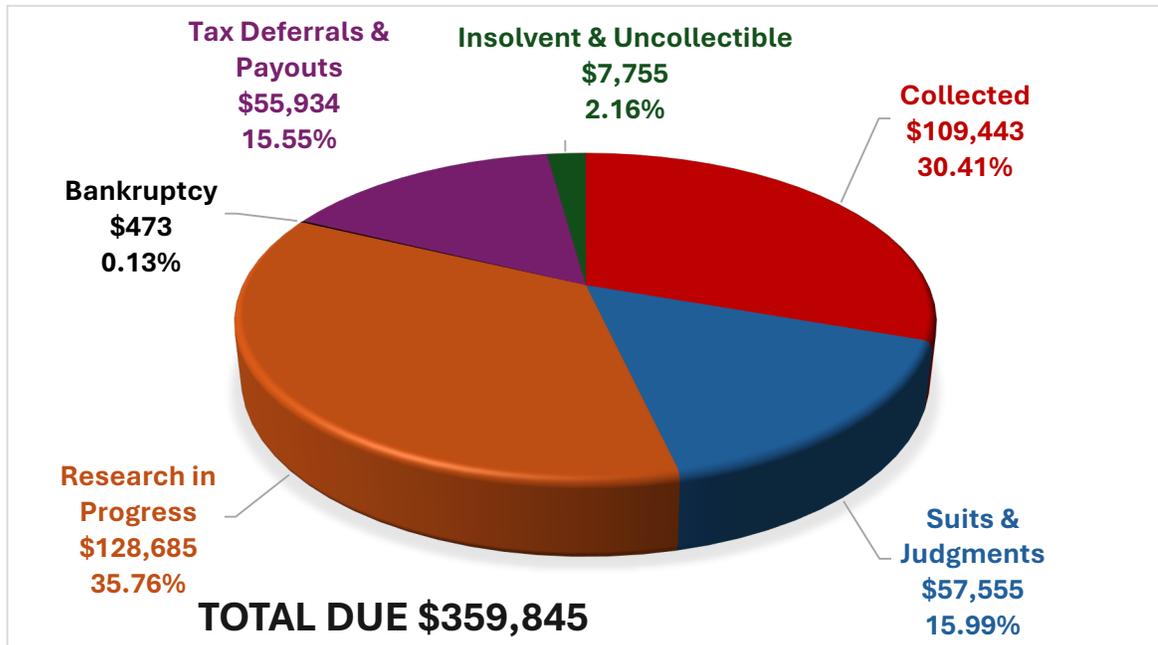


<i>Tax Year</i>	<i>July 1<sup>st</sup> Original Delinquency</i>	<i>Cumulative Delinquent Tax Collections</i>	<i>Cumulative Percent Collected</i>	<i>Months of Collection</i>
2024	\$359,845	\$109,445	30.41%	3
2023	\$390,961	\$275,062	70.36%	15
2022	\$299,504	\$212,873	71.08%	27
2023	\$221,777	\$165,490	74.62%	39

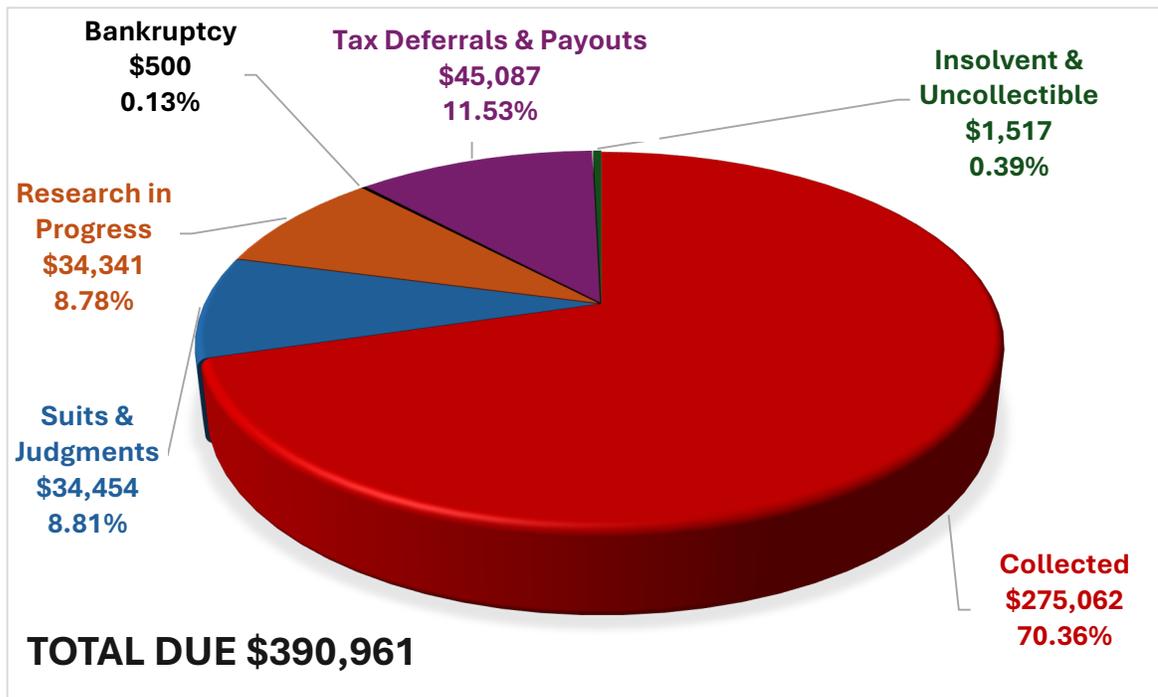
\*\*Amounts shown are exclusive of penalties and interest.

While we are collecting a very high percentage of the delinquent taxes, there are still taxes remaining unpaid. We are diligently continuing to conduct title, ownership and address research on the remaining tax accounts.

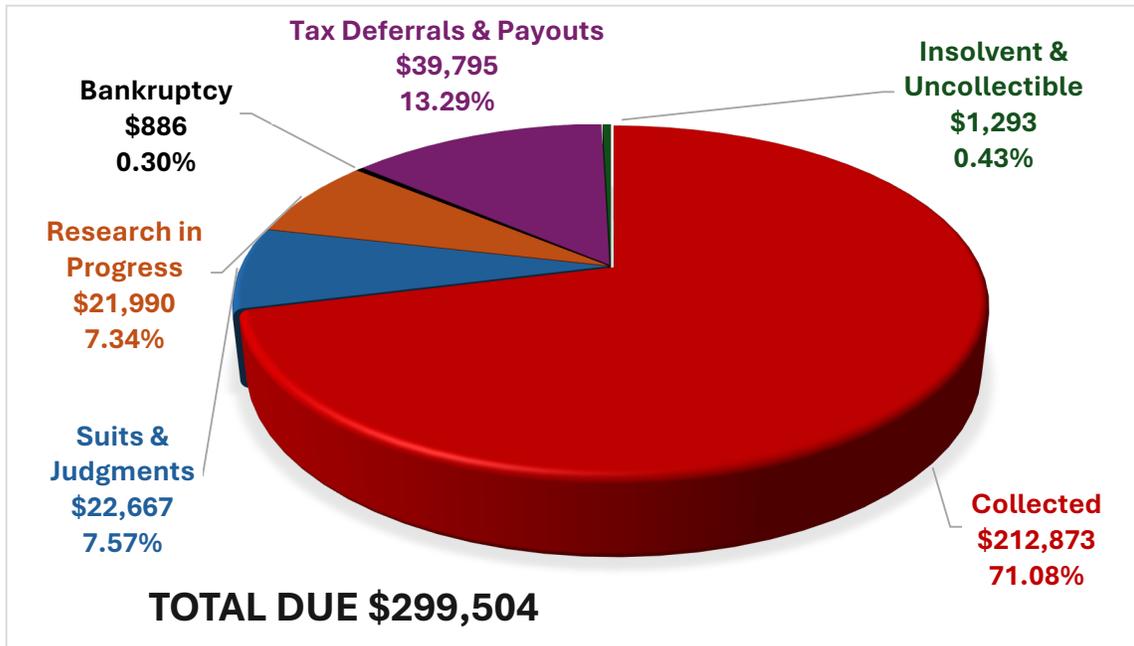
## Delinquent Status of 2024



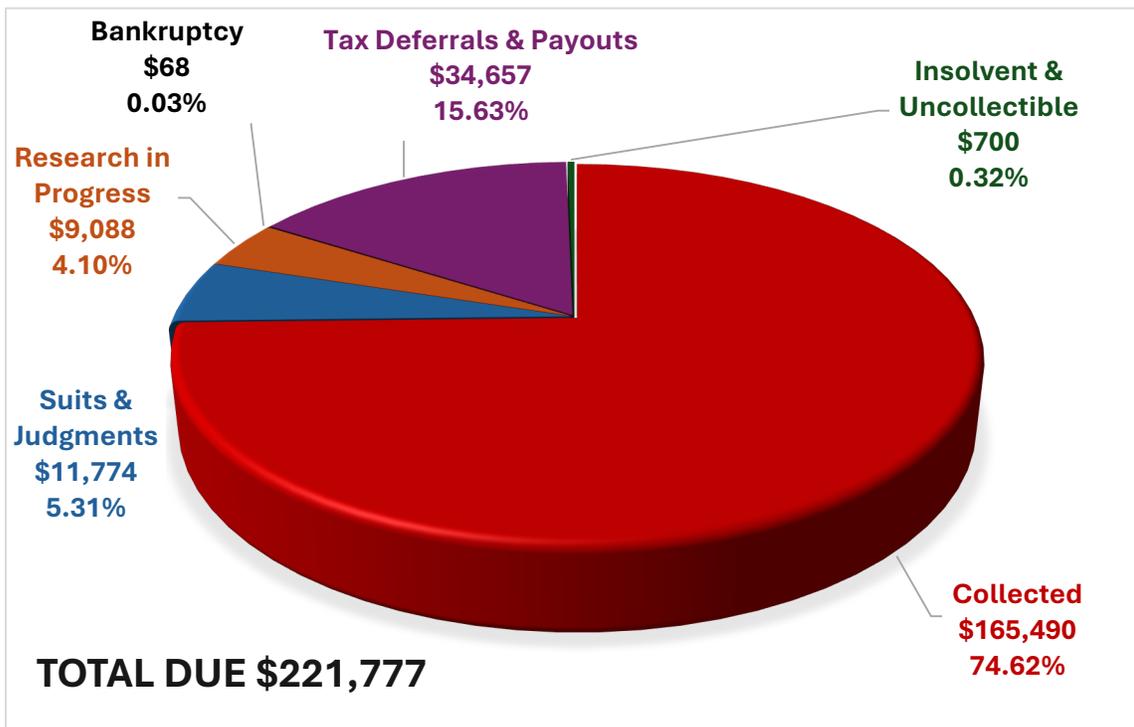
## Delinquent Status of 2023



## Delinquent Status of 2022



## Delinquent Status of 2021



## Status of Outstanding Delinquent Balance The City of Palestine

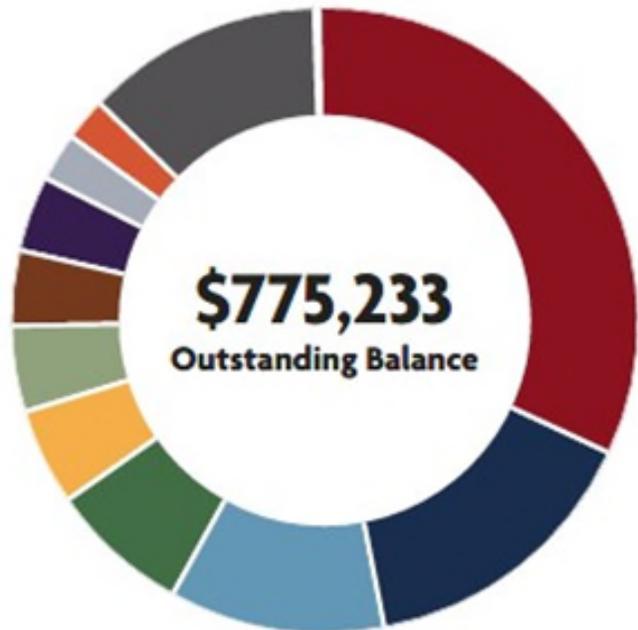


Collection Activity Status of Delinquent Property Taxes as of September 30, 2025

Suits/Judgments	\$169,077	21.81%
2024 Research in Progress	\$128,685	16.60%
2023 Research in Progress	\$34,341	4.43%
Other Research in Progress	\$72,486	9.35%
Uncollectible & Unknown Address	\$21,251	2.74%
Bankruptcy	\$2,920	0.38%
Pre-Litigation Payouts	\$8,578	1.11%
Tax Deferrals, Over-65, & Disability	\$337,895	43.59%

Delinquent Taxes Due by Tax Year as September 30, 2025

2024	\$250,400	32.30%
2023	\$115,899	14.95%
2022	\$86,631	11.17%
2021	\$56,287	7.26%
2020	\$39,475	5.09%
2019	\$34,307	4.43%
2018	\$28,636	3.69%
2017	\$30,842	3.98%
2016	\$19,193	2.48%
2015	\$17,207	2.22%
2014 & prior	\$96,356	12.43%



***OUTSTANDING & SUSTAINED LEVEL OF COLLECTIONS***

This does not simply happen. Your MVBA team diligently follows a comprehensive methodology, which includes:

- Regular and systematic mailing of delinquent tax notices to delinquent property owners.
- Thorough title examinations and ownership verification on selected delinquent tax accounts.
- Pre-litigation notices to all property owners and lienholders on each delinquent tract of real property; and
- The filing and prosecuting of delinquent tax suits to judgment and the final sale of the property to satisfy the tax delinquency if payment arrangements were not satisfactory made.

We believe that these charts graphically depict the results of MVBA’s aggressive delinquent tax collection program.

**Collection Activity**

**October 1, 2024 through September 30, 2025**

***TAXPAYER NOTIFICATION, LITIGATION & JUDGMENTS***

<b>Total Notices Mailed</b>	<b>3,214 Notices</b>	<b>3,995 Properties</b>
<b>District Court Suits</b>	<b>68 Suits</b>	<b>88 Properties</b>
<b>Judgments</b>	<b>40 Judgments</b>	<b>58 Properties</b>

***TAX SALES***

Date of Sale	Properties Posted for Sale	Properties Paid/ Withdrawn	Properties Sold to Third Parties	Properties Bid into Trust	Trust Properties Resold
December 3, 2024	18	11	3	4	2
March 4, 2025	8	3	3	2	
June 3, 2025	3	3			1
September 2, 2025	9	6		3	
<b>TOTALS</b>	<b>38</b>	<b>23</b>	<b>6</b>	<b>9</b>	<b>3</b>

***BANKRUPTCY LITIGATION***

Type	Number of Bankruptcies	Number of Properties
Notices of Appearance	2	4
Proofs of Claim	4	5

*McCreary, Veselka, Bragg & Allen's* bankruptcy department closely supervises those individuals and corporations that file for protection under the bankruptcy laws who owe taxes. Through our fully computerized bankruptcy tracking system, MVBA files and monitors all claims for taxes owed by the bankrupt debtor. Proofs of Claim are filed by MVBA to assert the amount of tax, penalty and interest due when the bankruptcy is filed. Administrative claims are filed to seek recovery of taxes that arise after the debtor has filed bankruptcy. Our attorneys review all Motions and Plans for Reorganization filed by the debtor or any other creditor with the Bankruptcy Court, aggressively assert the tax claims, and defend the tax liens of our clients to the fullest extent allowed under the Bankruptcy Code.

***FEE FOR SERVICES***

MVBA provides all legal representation for a contingent fee of the delinquent taxes, penalties and interest collected. Our attorney fees are paid entirely by the delinquent property owners upon payment of the delinquent taxes as an additional penalty.



**mvba** Going Further...

## The City of Palestine

### Services Include:

Delinquent Property Tax Collections

Bankruptcy Claims

**mvba**

McCreary Veselka Bragg & Allen PC  
Attorneys At Law

**Attorney**

Staci Gold, Attorney

**Satellite Office**

National Lloyds Building  
900 Austin Avenue, Ste 900  
Waco, TX 76701  
(254) 756-7755

**Main Office**

700 Jeffrey Way, Ste. 100  
Round Rock, TX 78665



Agenda Date: November 10, 2025  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: September 2025 Financial Statement  
Date Submitted: 11/03/2025

---

**SUMMARY:**

September 2025 Financial Statement

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

---

**Attachments**

September 2025 Financial Statement



*City of Palestine, Texas*  
*Financial Statement*  
*As of September 30, 2025*

**OVERVIEW**

September 30th, 2025 marks the end of the twelfth period of the FY 2025 budget year. Therefore, the year-to-date budget percentage for budgetary comparison is 100%.

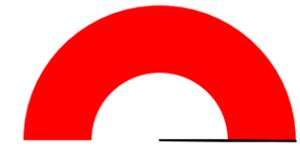
As of September 30th, 2025, General & Utility Fund combined revenues are \$34,419,406.

This is higher than budgeted expectations at 109% of the annual budgeted amount.

FY 2025 revenues are increased \$1.26 million or 4% more than FY 2024.

This is due to an increase in utility rates, property tax rates and sales tax income between FY 2024 and FY 2025.

100.1% of Annual Projection



Property Taxes

108.5% of Annual Projection



Sales Taxes

109.8% of Annual Projection



Water Sales

108% of Annual Projection



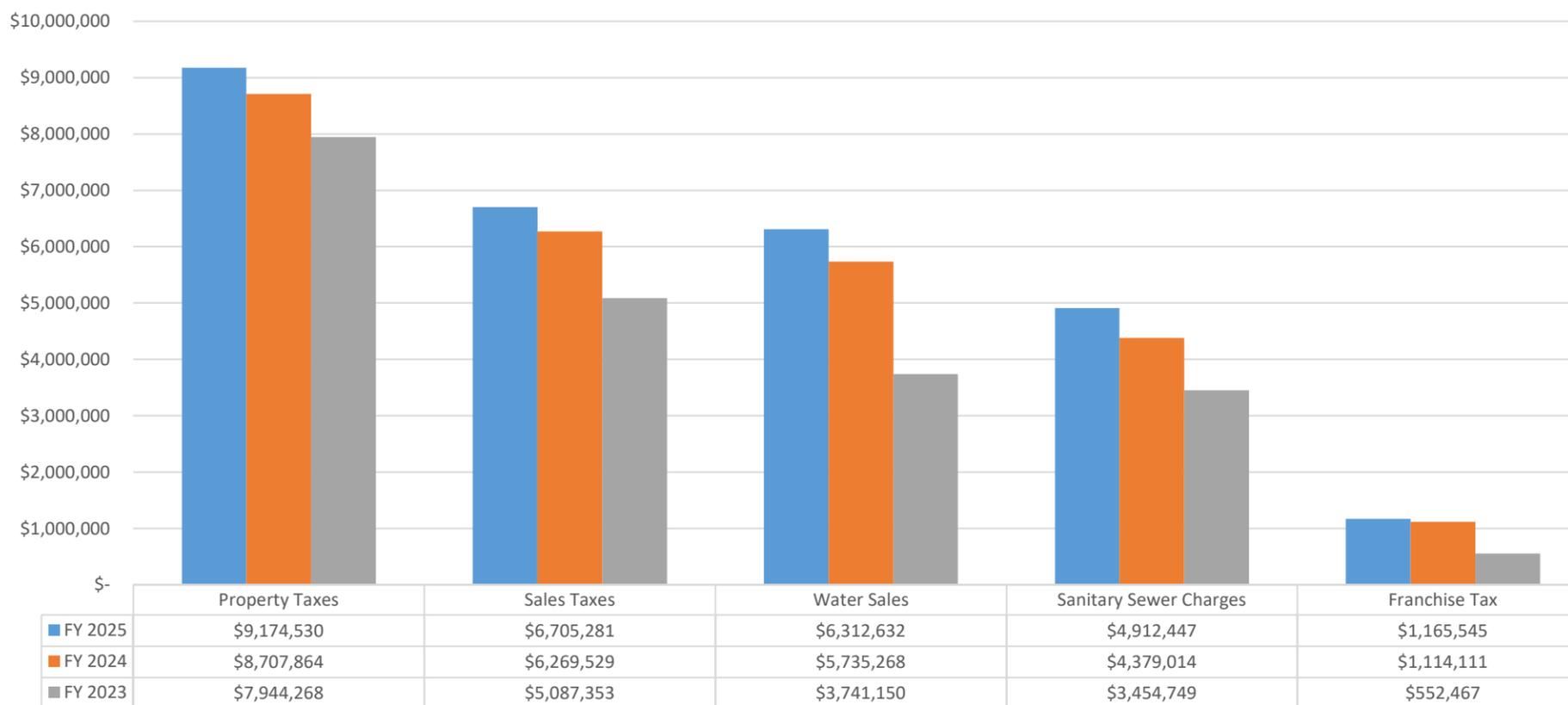
Sanitary Sewer Charges

109.2% of Annual Projection



Franchise Taxes

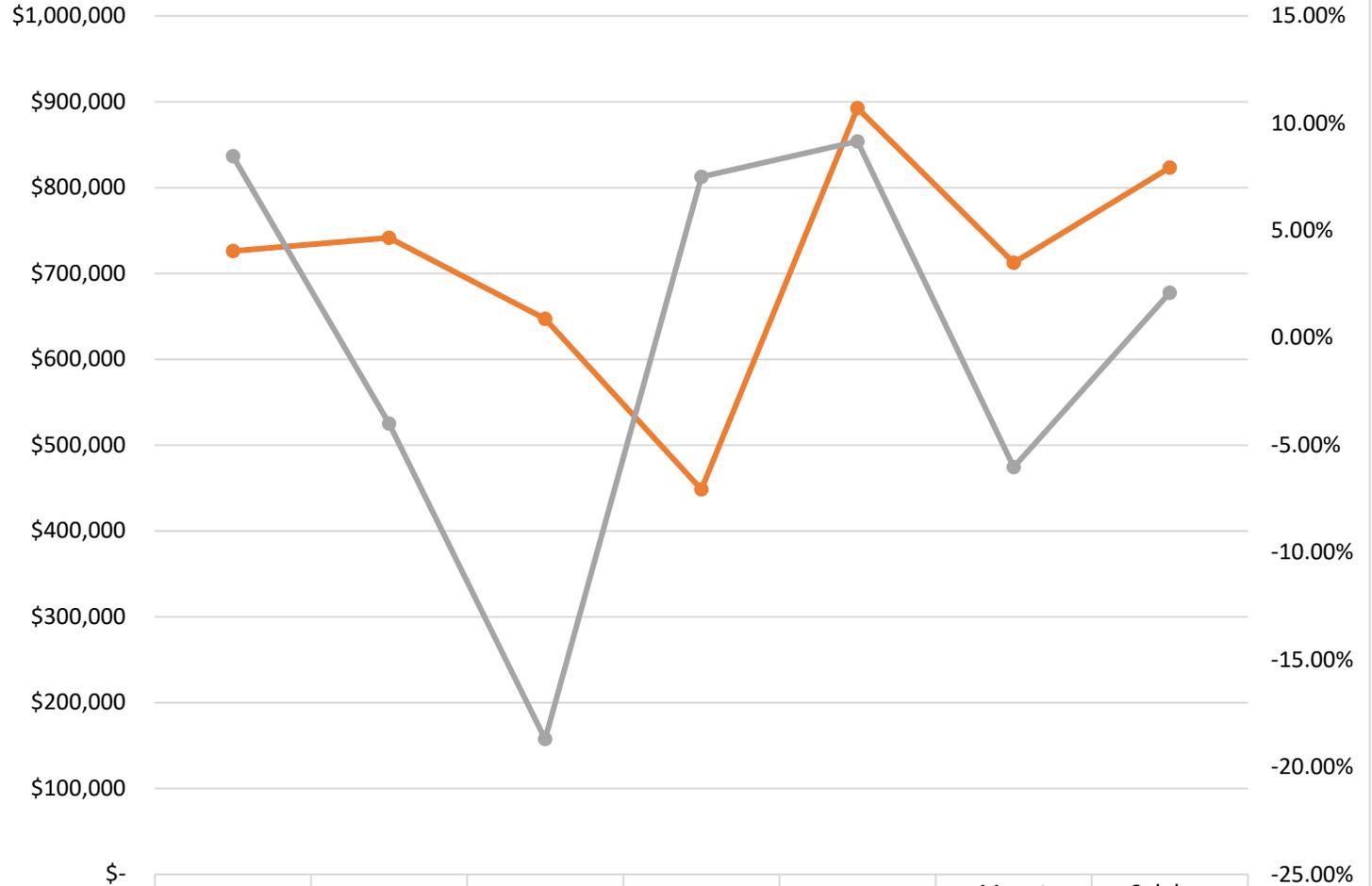
Top 5 Revenue Sources- Comparison to Prior Fiscal Years





City of Palestine  
 Financial Statement  
 As of September 30, 2025

Sales Tax FY 2025 - July - Period 10



● \$ Sales Tax Received September 2025	726,017.22	741,386.26	646,951.36	448,403.83	892,609.81	712,504.39	823,207.66
● % Inc(+) Dec(-) from prior year	8.47%	-4.00%	-18.70%	7.49%	9.16%	-6.02%	2.10%

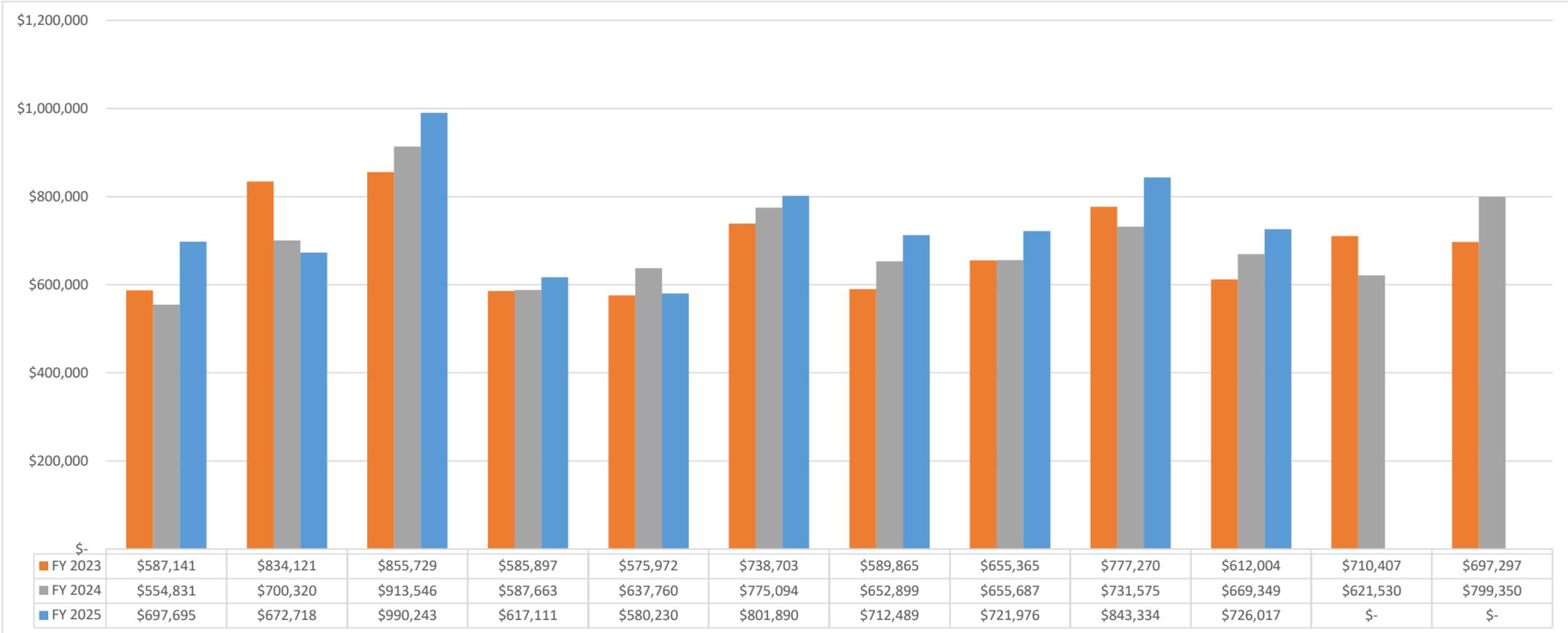


# Sales Tax History: Fiscal Years 2023 - 2025

FY 2023				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	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
	<u>\$ 6,849,535</u>	<u>\$ 1,370,236</u>	<u>\$ 8,219,771</u>	

FY 2024				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	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
	<u>\$ 6,916,060</u>	<u>\$ 1,383,544</u>	<u>\$ 8,299,604</u>	

FY 2025				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	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	483,506	96,724	\$ 580,230	3,557,997
March	668,215	133,675	\$ 801,890	4,359,888
April	593,717	118,772	\$ 712,489	5,072,377
May	601,623	120,353	\$ 721,976	5,794,353
June	702,750	140,584	\$ 843,334	6,637,687
July	604,990	121,027	\$ 726,017	7,363,704
August	-	-	\$ -	7,363,704
September	-	-	\$ -	7,363,704
	<u>\$ 6,136,175</u>	<u>\$ 1,227,529</u>	<u>\$ 7,363,704</u>	





# GENERAL FUND REVENUES

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

	September 2025				Year-To-Date				Annual			Prior Year		
	Signal	Actual	Projected	%	Signal	Actual	Projected	%	Actual	Projected	%	Actual	Projected	%
Property Taxes		\$ 28,585	\$ 763,419	3.7%		\$ 9,174,530	\$ 9,161,027	100.1%	\$ 9,174,530	\$ 9,161,027	100.1%	\$ 8,707,864	\$ 7,969,028	109.3%
Sales Tax		615,767	515,169	119.5%		6,705,281	6,182,026	108.5%	6,705,281	6,182,026	108.5%	6,269,529	5,455,077	114.9%
Franchise Tax		-	88,917	0.0%		1,165,545	1,067,000	109.2%	1,165,545	1,067,000	109.2%	1,114,111	1,055,713	105.5%
Permits Licenses & Fees		30,290	22,459	134.9%		472,003	269,505	175.1%	472,003	269,505	175.1%	357,082	104,534	341.6%
Fines & Warrants		53,947	27,946	193.0%		392,899	335,355	117.2%	392,899	335,355	117.2%	322,740	355,460	90.8%
Lease / Rental Revenue		2,555	2,288	111.7%		32,973	27,460	120.1%	32,973	27,460	120.1%	31,733	27,460	115.6%
Charges for Services		13,221	33,032	40.0%		402,745	396,382	101.6%	402,745	396,382	101.6%	109,612	40,400	271.3%
Intergovernmental Revenue		30,290	9,043	334.9%		184,751	108,520	170.2%	184,751	108,520	170.2%	2,188,476	2,271,622	96.3%
Other Income		56,116	35,925	156.2%		634,079	431,100	147.1%	634,079	431,100	147.1%	758,224	148,152	511.8%
Interfund Activity		224,173	224,173	100.0%		2,690,075	2,690,075	100.0%	2,690,075	2,690,075	100.0%	2,451,815	2,483,757	98.7%
<b>Total Revenues</b>		\$ 1,054,945	\$ 1,722,371	61.2%		\$ 21,854,882	\$ 20,668,450	105.7%	\$ 21,854,882	\$ 20,668,450	105.7%	\$ 22,311,187	\$ 19,911,203	112.1%

### YEAR-TO-DATE OVERVIEW

September 30, 2025 marks the end of the tenth period of the fiscal year. General Fund revenue of \$21,854,882 is around \$1,186,432 more than projected and increased -2.05% over last fiscal year mostly due to more permits issued from construction activity and higher property and sales tax .

### PROPERTY TAXES

Tax collection of \$9,174,530 is around \$.01 million more than projected and increased around \$466,666 compared to last year or 5.36% over last fiscal year.

### SALES TAX

Through September 30, 2025, \$6,705,281 of sales tax revenue has been received. Receipts are around \$523,255 more than projected and are increased about \$435,752 from last fiscal year.

### FRANCHISE TAX

Year-to-date Franchise Taxes total \$1,165,545. Receipts are \$98,545 more than projected. Collections are \$51,433 more than the previous fiscal year.

### PERMITS LICENSES & FEES

Revenue of \$472,003 is about \$202,498 more than the year-to-date projection and is increased around \$114,921 over September 2025 year-to-date receipts.

### FINES & WARRANTS

Revenue of \$392,899 is \$57,544 more than the year-to-date projection. Collections are increased around \$70,159 from the prior year.

### LEASE & RENTAL REVENUE

Through September 2025, \$32,973 of lease & rental revenue has been earned. This amount is about \$5,513 more than the year-to-date projection and is about \$1,240 less than last fiscal year.

### CHARGES FOR SERVICES

Charges for services revenue year-to-date is \$402,745 which is about \$6,363 more than year-to-date projections. Collections are increased approximately \$293,133 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 September 30, \$634,079 of other income was received. This revenue includes Interest and other miscellaneous one-off revenue that is not received consistently.

### INTERFUND ACTIVITY

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



# GENERAL FUND EXPENDITURES

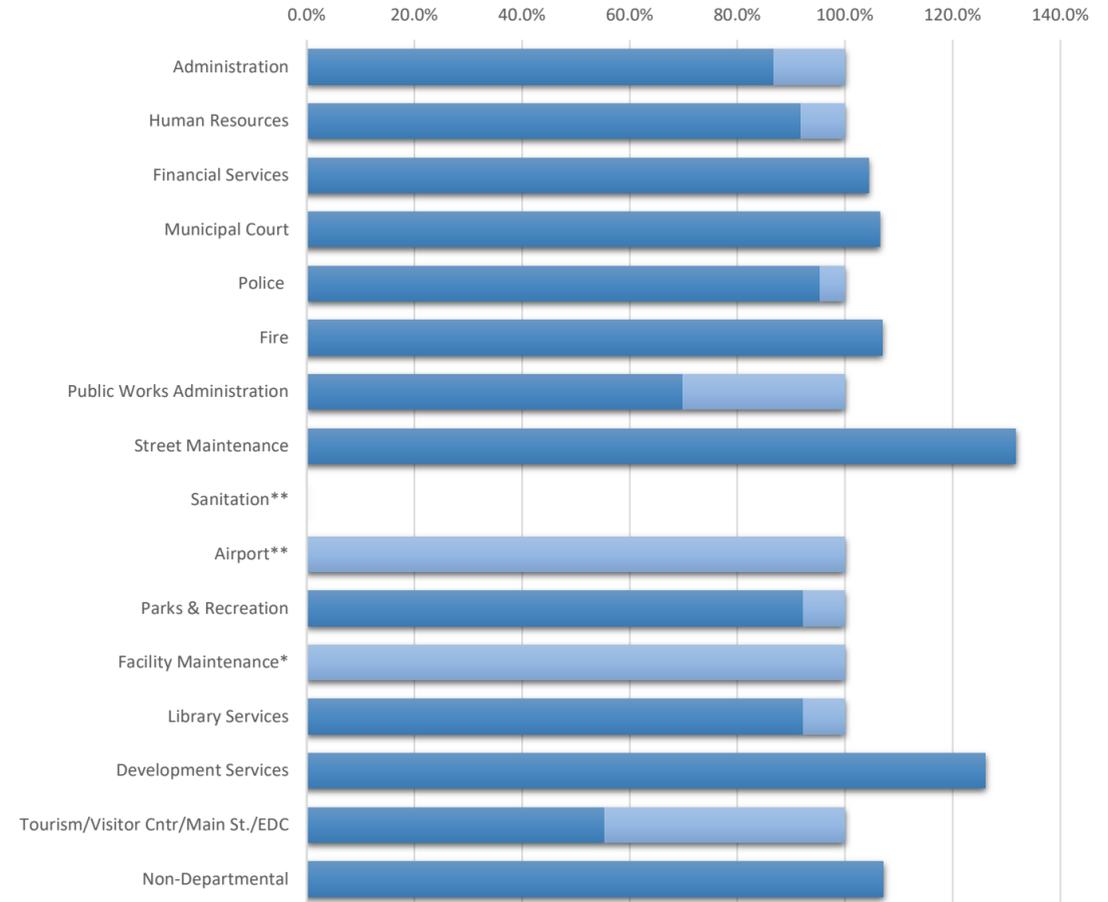
	August 2025			August 2024		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Administration	641,191	\$ 739,304	86.7%	611,048	\$ 709,031	86.2%
Human Resources	310,616	338,604	91.7%	304,787	325,311	93.7%
Financial Services	768,614	736,726	104.3%	745,897	641,173	116.3%
Municipal Court	378,628	355,823	106.4%	347,158	355,172	97.7%
Police	7,077,282	7,417,938	95.4%	6,427,053	6,570,756	97.8%
Fire	4,835,699	4,521,745	106.9%	4,971,225	4,064,180	122.3%
Public Works Administration	379,506	542,957	69.9%	431,625	557,034	77.5%
Street Maintenance	2,463,118	1,870,107	131.7%	3,518,120	3,808,731	92.4%
Sanitation**	-	-	0.0%	-	-	0.0%
Airport**	-	-	0.0%	-	-	0.0%
Parks & Recreation	1,383,718	1,500,180	92.2%	1,550,256	1,624,443	95.4%
Facility Maintenance*	-	-	0.0%	-	-	0.0%
Library Services	637,860	691,982	92.2%	606,919	683,536	88.8%
Development Services	818,731	649,405	126.1%	510,520	569,035	89.7%
Tourism/Visitor Cntr/Main St./EDC	9,828	17,775	55.3%	9,831	15,500	63.4%
Non-Departmental	2,707,285	2,527,304	107.1%	2,766,427	1,671,884	165.5%
<b>Total Expenditures</b>	<b>\$ 22,412,075</b>	<b>\$ 21,909,850</b>	<b>102.3%</b>	<b>\$ 22,800,868</b>	<b>\$ 21,595,786</b>	<b>105.6%</b>

**OVERVIEW**

September 30, 2025, marks the twelfth period of the FY 2025 budget year. The year-to-date budget percentage for budgetary comparison is therefore 100.0%. Year to date expenditures total \$22,412,075 or 102.3% of the budget and are therefore higher than budgetary expectations. FY 2025 expenditures are decreased around -\$39M or -1.71%, over FY 2024.

\* Department combined with another department in the General Fund.

\*\* Department moved to a separate fund.





# UTILITY FUND REVENUES

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

	Sept 2025				Year-To-Date				Annual			Prior Year		
	Signal	Actual	Projected	%	Signal	Actual	Projected	%	Actual	Projected	%	Actual	Projected	%
<b>Charges for Services</b>		\$ 2,384,363	\$ 902,058	264.3%		\$ 11,877,103	\$ 10,824,697	109.7%	\$ 11,877,103	\$ 10,824,697	109.7%	\$ 10,582,240	\$ 9,125,000	116.0%
<b>Intergovernmental Revenue</b>		25,467	4,167	611.2%		180,780	\$ 50,000	361.6%	180,780	50,000	361.6%	48,682	15,068,197	0.3%
<b>Other Income</b>		37,285	7,500	497.1%		506,640	\$ 90,000	562.9%	506,640	90,000	562.9%	221,030	60,000	368.4%
<b>Interfund Activity</b>		-	-	0.0%		-	\$ -	0.0%	-	-	0.0%	-	-	0.0%
<b>Total Revenues</b>		\$ 2,447,114	\$ 913,725	267.8%		\$ 12,564,523	\$ 10,964,697	114.6%	\$ 12,564,523	\$ 10,964,697	114.6%	\$ 10,851,952	\$ 24,253,197	44.7%

**YEAR-TO-DATE OVERVIEW**

Total Utility Fund operational revenue of \$12,564,523 ended June about - \$1,599,827 less than the year-to-date projection and revenue was increased about \$1,712,572 from the same period prior fiscal year.

**WATER AND SEWER CHARGES**

Revenue totaling \$11,877,103 was approx -\$1,052,407 less than the year-to-date projection.

**INTERGOVERNMENTAL REVENUE**

Intergovernmental Revenue is above projected due to a reimbursement from the Upper Neches River Water Authority.

**OTHER INCOME**

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

**INTERFUND ACTIVITY**

There has been no interfund activity this year to date.



# UTILITY FUND EXPENDITURES

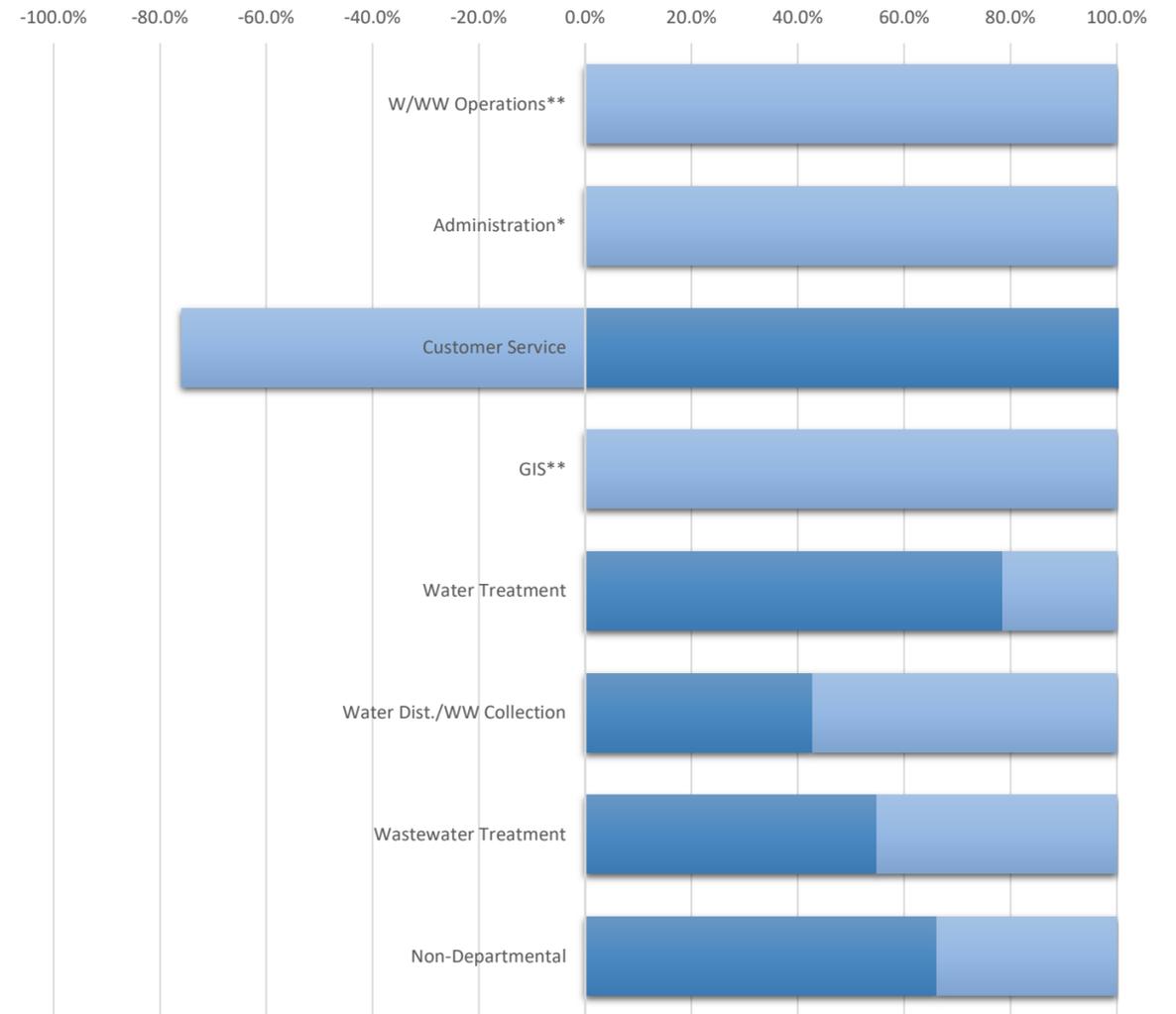
	September 2025			September 2024		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
W/WW Operations**	-	\$ -	0.0%	\$ 8,881	-	0.0%
Administration*	-	-	0.0%	\$ -	-	0.0%
Customer Service	1,204,407	684,515	176.0%	\$ 812,580	678,547	119.8%
GIS**	-	-	0.0%	\$ -	-	0.0%
Water Treatment	2,616,403	3,330,140	78.6%	\$ 2,571,522	3,481,663	73.9%
Water Dist./WW Collection	5,489,452	12,854,515	42.7%	\$ 4,478,263	13,796,350	32.5%
Wastewater Treatment	2,238,302	4,079,554	54.9%	\$ 2,314,899	2,385,603	97.0%
Non-Departmental	2,276,912	3,445,564	66.1%	\$ 3,235,966	3,351,236	96.6%
<b>Total Expenditures</b>	<b>\$ 13,825,474</b>	<b>\$ 24,394,288</b>	<b>56.7%</b>	<b>\$ 13,422,111</b>	<b>\$ 23,693,399</b>	<b>56.6%</b>

**OVERVIEW**

September 30, 2025 marks the twelfth period of the FY 2025 budget year. The year-to-date budget percentage for budgetary comparison is therefore 100.0%. Year to date expenditures total \$13,825,474 or 56.7% of the budget and are therefore under budgetary expectations. FY 2025 expenditures increased approximately \$403,364, or about 3.01%, 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 September 30, 2025

	Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year	
<b>010 -GENERAL FUND- DETAIL</b>								
<b>REVENUE</b>								
<b>PROPERTY TAXES</b>								
010-41001	AD VALOREM TAXES - CURRENT	8,991,027	18,493	8,847,820	98.4%	143,207	8,509,898	337,922
010-41002	PROPERTY TAX DELINQUENT	80,000	4,898	183,600	229.5%	(103,600)	92,038	91,562
010-41003	PROPERTY TAX PENALTY	90,000	5,194	143,109	159.0%	(53,109)	105,928	37,182
	<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>9,161,027</b>	<b>28,585</b>	<b>9,174,530</b>	<b>100.1%</b>	<b>(13,503)</b>	<b>8,707,864</b>	<b>466,666</b>
<b>SALES TAX</b>								
010-41010	CITY SALES TAX	5,490,255	543,871	5,916,249	107.8%	(425,994)	5,533,069	383,180
010-41011	MIXED BEVERAGE TAX	38,170	3,913	49,501	129.7%	(11,331)	44,827	4,674
010-41012	CITY SALES TAX - PROP TAX REDU	653,601	67,984	739,531	113.1%	(85,930)	691,634	47,898
	<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>6,182,026</b>	<b>615,767</b>	<b>6,705,281</b>	<b>108.5%</b>	<b>(523,255)</b>	<b>6,269,529</b>	<b>435,752</b>
<b>FRANCHISE TAX</b>								
010-41101	FRANCHISE - ELECTRICAL	825,000	-	889,360	107.8%	(64,360)	848,773	40,587
010-41102	FRANCHISE - GAS	200,000	-	252,414	126.2%	(52,414)	233,819	18,596
010-41103	FRANCHISE - TELEPHONE	27,000	-	15,631	57.9%	11,369	21,050	(5,419)
010-41104	FRANCHISE - CABLE TV	15,000	-	8,139	54.3%	6,861	10,469	(2,330)
	<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>1,067,000</b>	<b>-</b>	<b>1,165,545</b>	<b>109.2%</b>	<b>(98,545)</b>	<b>1,114,111</b>	<b>51,433</b>
<b>PERMITS LICENSES AND FEES</b>								
010-41301	BUILDING PERMIT FEES	150,000	18,565	262,643	175.1%	(112,643)	218,853	43,790
010-41302	ELECTRICAL PERMIT FEES	13,000	4,894	30,583	235.3%	(17,583)	22,327	8,256
010-41303	PLUMBING PERMIT FEES	10,000	4,781	47,601	476.0%	(37,601)	12,932	34,669
010-41304	HEALTH PERMITS	55,000	800	74,000	134.5%	(19,000)	56,450	17,550
010-41305	ALARM PERMITS	5,000	-	5,340	106.8%	(340)	9,208	(3,868)
010-41306	MECHANICAL PERMITS	5,250	-	1,995	38.0%	3,255	3,635	(1,640)
010-41307	FIRE OPERATION PERMITS	205	-	1,802	879.0%	(1,597)	1,520	282
010-41310	OTHER PERMITS	500	-	1,500	300.0%	(1,000)	750	750
010-41311	MERCHANT PERMITS	550	-	6,645	1208.3%	(6,095)	1,758	4,887
010-41312	BEVERAGE PERMITS	7,000	-	8,075	115.4%	(1,075)	8,340	(265)
010-41313	ZONING AND PLAT FEES	8,000	-	1,020	12.8%	6,980	-	1,020
010-41315	CONTRACTOR LICENSE	10,000	1,250	14,500	145.0%	(4,500)	14,125	375
010-41317	RIGHT OF WAY FEES (ROW)	5,000	-	16,298	326.0%	(11,298)	7,184	9,114
	<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>269,505</b>	<b>30,290</b>	<b>472,003</b>	<b>175.1%</b>	<b>(202,498)</b>	<b>357,082</b>	<b>114,921</b>
<b>FINES AND WARRANTS</b>								
010-41401	MUNICIPAL COURT FINES	330,000	23,156	329,319	99.8%	681	324,238	5,081
010-41403	LIBRARY FINES	5,000	230	3,899	78.0%	1,101	5,295	(1,396)
010-41404	WARRANT SERVICE FEES	120	-	117	97.4%	3	175	(58)
010-41405	JFCI JUDICIAL FEE - CITY	35	-	24	67.3%	11	26	(3)
010-41406	MUNICIPAL JURY FUND	200	12	175	87.6%	25	181	(6)
010-41411	LIEN REVENUE	-	30,550	59,366	0.0%	(59,366)	(7,175)	66,541
010-41413	ALARM FINES	-	-	-	0.0%	-	-	-
	<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>335,355</b>	<b>53,947</b>	<b>392,899</b>	<b>117.2%</b>	<b>(57,544)</b>	<b>322,740</b>	<b>70,159</b>
<b>LEASE/RENTAL REVENUE</b>								
010-41605	OTHER RENTS & LEASES	700	-	820	117.1%	(120)	820	-
010-41608	FARMERS MARKET RENTS	-	-	1,600	0.0%	(1,600)	2,000	(400)
010-41611	CELL TOWER RENTAL	26,760	2,555	30,553	114.2%	(3,793)	28,913	1,640
	<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>27,460</b>	<b>2,555</b>	<b>32,973</b>	<b>120.1%</b>	<b>(5,513)</b>	<b>31,733</b>	<b>1,240</b>
<b>CHARGES FOR SERVICE</b>								
010-41706	SALE OF EQUIPMENT	358,182	9,414	358,324	100.0%	(142)	65,481	292,843



City of Palestine, Texas  
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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	
010-41712	OPEN RECORD FEE	3,000	130	4,536	151.2%	(1,536)	5,047	(511)
010-41713	RECREATION FEE	4,000	600	7,916	197.9%	(3,916)	7,465	451
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	-	1,890	157.5%	(690)	1,720	170
010-41730	RETIREE INSURANCE	30,000	3,069	29,152	97.2%	848	28,548	604
010-41734	ATHLETIC FEES	-	-	-	0.0%	-	-	-
010-41735	MAIN STREET REVENUE	-	7	928	0.0%	(928)	1,352	(424)
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>396,382</b>	<b>13,221</b>	<b>402,745</b>	<b>101.6%</b>	<b>(6,363)</b>	<b>109,612</b>	<b>293,133</b>
<b>INTERGOVERNMENTAL REVENUE</b>								
010-41804	STATE & FEDERAL GRANTS	27,000	5,290	83,231	308.3%	(56,231)	2,041,706	(1,958,475)
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	-	25,000	25,000	0.0%	(25,000)	70,250	(45,250)
010-41812	LIBRARY GRANTS	5,000	-	-	0.0%	5,000	-	-
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>108,520</b>	<b>30,290</b>	<b>184,751</b>	<b>170.2%</b>	<b>(76,231)</b>	<b>2,188,476</b>	<b>(2,003,725)</b>
<b>OTHER INCOME</b>								
010-41901	INTEREST REVENUE	400,000	38,819	492,271	123.1%	(92,271)	601,292	(109,021)
010-41902	INSURANCE RECOVERIES	10,000	13,320	83,832	838.3%	(73,832)	131,000	(47,168)
010-41907	FIRE SUPPRESSION REVENUE	-	-	-	0.0%	-	-	-
010-41910	FIRE RECOVERY REVENUE	-	-	770	0.0%	(770)	1,307	(536)
010-41912	DONATIONS	10,000	2,985	27,581	275.8%	(17,581)	15,996	11,585
010-41913	LIBRARY LOST/DAMAGED BOOKS	1,000	125	648	64.8%	352	862	(214)
010-41916	LOT CLEANUP REIMBURSEMENT	-	-	-	0.0%	-	-	-
010-41918	LIBRARY REVENUE	5,100	671	4,654	91.3%	446	4,943	(289)
010-41919	AIRPORT FUEL SALES	-	-	-	0.0%	-	-	-
010-41922	REBATE REVENUE	-	-	190	0.0%	(190)	129	61
010-41927	TAX SALE EXCESS PROCEEDS	-	-	13,659	0.0%	(13,659)	-	13,659
010-41923	EMS FUEL SALES	-	-	-	0.0%	-	-	-
010-41924	MISC REVENUE	1,000	196	10,512	1051.2%	(9,512)	1,755	8,757
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	-	(1)	(38)	0.0%	38	(1)	(37)
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>431,100</b>	<b>56,116</b>	<b>634,079</b>	<b>147.1%</b>	<b>(202,979)</b>	<b>758,224</b>	<b>(124,145)</b>
<b>INTERFUND ACTIVITY</b>								
010-49000	TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
010-49150	TRANSFER FROM OCCUPANCY TAX	31,371	2,614	31,371	100.0%	-	31,371	-
010-49215	TRANSFER FROM PEDC	31,371	2,614	31,371	100.0%	-	31,371	-
010-49561	TRANSFER FROM UNEMP FUND	-	-	-	0.0%	-	-	-
010-49610	TRSF FROM UTILITY FUND	1,395,000	116,250	1,395,000	100.0%	0	1,190,925	204,075
010-49620	TRANSFER FROM SANITATION	1,232,333	102,694	1,232,333	100.0%	-	1,198,148	34,185
010-49625	TRSF FROM RETAIL FUND	-	-	-	0.0%	-	-	-
010-49819	TRANSFER FROM EMERGENCY FUND	-	-	-	0.0%	-	-	-
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>2,690,075</b>	<b>224,173</b>	<b>2,690,075</b>	<b>100.0%</b>	<b>0</b>	<b>2,451,815</b>	<b>238,260</b>
<b>*** TOTAL REVENUE ***</b>		<b>20,668,450</b>	<b>1,054,945</b>	<b>21,854,882</b>	<b>105.7%</b>	<b>(1,186,432)</b>	<b>22,311,187</b>	<b>(456,305)</b>
<b>010 -GENERAL FUND- DETAIL EXPENSE</b>								
<b>PERSONNEL</b>								
010-51010	SALARIES & WAGES	8,998,796	995,389	8,404,969	93.4%	593,827	7,950,342	454,627
010-51011	PART-TIME WAGES	-	-	-	0.0%	-	-	-



City of Palestine, Texas  
 Financial Statement  
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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
010-51020	OVERTIME	518,658	68,038	743,169	143.3%	(224,511)	625,247	117,922
010-51021	STEP OVERTIME	-	1,002	25,449	0.0%	(25,449)	18,078	7,371
010-51030	LONGEVITY	72,864	9,240	70,211	96.4%	2,653	71,282	(1,071)
010-51031	CERTIFICATION PAY	302,394	41,330	311,388	103.0%	(8,994)	290,583	20,805
010-51032	SHIFT PAY	15,600	2,148	14,833	95.1%	767	14,154	679
010-51033	CAR ALLOWANCE	6,300	599	6,321	100.3%	(21)	6,203	119
010-51034	UNIFORM ALLOWANCE	13,848	1,731	13,690	98.9%	158	12,873	817
010-51036	CELL PHONE ALLOWANCE	6,000	471	4,444	74.1%	1,557	7,199	(2,755)
010-51037	ON CALL PAY	1,200	942	5,832	486.0%	(4,632)	5,260	572
010-51040	SOCIAL SECURITY	760,129	83,185	714,779	94.0%	45,351	672,541	42,237
010-51050	HEALTH INSURANCE	1,295,721	55,803	1,102,690	85.1%	193,031	1,109,885	(7,194)
010-51061	WORKER'S COMPENSATION	357,281	46,432	393,431	110.1%	(36,150)	401,016	(7,585)
010-51063	UNEMPLOYMENT CLAIMS EXP.	50,000	-	4,705	9.4%	45,295	-	4,705
010-51070	RETIREMENT	1,482,642	169,821	1,434,547	96.8%	48,095	1,286,989	147,558
	<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>13,881,433</b>	<b>1,476,129</b>	<b>13,250,457</b>	<b>95.5%</b>	<b>630,976</b>	<b>12,471,651</b>	<b>778,806</b>
	<b>SUPPLIES AND MATERIALS</b>							
010-52010	OFFICE SUPPLIES/EQUIPMENT	75,030	14,057	67,199	89.6%	7,831	69,058	(1,860)
010-52020	POSTAGE	15,455	5,097	17,427	112.8%	(1,972)	16,163	1,264
010-52030	JANITORIAL SUPPLIES	45,300	1,892	11,311	25.0%	33,989	25,871	(14,561)
010-52031	CHEMICALS	4,000	-	1,685	42.1%	2,315	56	1,629
010-52032	PLANTS SEED FERTILIZER	2,000	-	-	0.0%	2,000	1,886	(1,886)
010-52040	UNIFORMS/APPAREL	61,000	2,653	65,324	107.1%	(4,324)	68,858	(3,535)
010-52050	MEDICAL SUPPLIES	15,100	2,203	15,683	103.9%	(583)	4,974	10,709
010-52051	ANIMAL MEDICAL SUPPLIES	250	257	1,059	423.6%	(809)	216	843
010-52060	PUBLICATIONS	4,158	-	769	18.5%	3,389	1,849	(1,080)
010-52061	SAFETY MATERIALS	6,000	670	2,331	38.8%	3,669	6,581	(4,251)
010-52062	POLICE INFORMANT	3,000	-	3,000	100.0%	-	2,000	1,000
010-52070	GASOLINE AND OIL	3,500	13	1,344	38.4%	2,156	1,184	160
010-52080	SMALL TOOLS/EQUIPMENT	110,625	5,246	103,190	93.3%	7,435	106,647	(3,457)
010-52082	PERS PROTECTIVE EQUIP	30,000	266	29,612	98.7%	389	21,785	7,827
010-52083	ARSENAL	18,000	3,770	15,786	87.7%	2,214	18,253	(2,466)
010-52084	ELECTION EXPENSE	17,000	-	21,216	124.8%	(4,216)	12,772	8,444
010-52091	FURNITURE & OFFICE EQUIPMENT	1,000	-	35	3.5%	965	4,664	(4,629)
010-52092	COMPUTER EQUIPMENT	-	-	111	0.0%	(111)	40	71
010-52120	STREET SIGNS	9,000	-	17,885	198.7%	(8,885)	13,806	4,079
010-52130	GARBAGE BAGS	-	-	-	0.0%	-	-	-
010-52201	READING PROGRAM	4,000	-	4,919	123.0%	(919)	3,901	1,018
010-52210	MARKETING SUPPLIES	1,800	-	1,421	78.9%	379	468	953
	<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>426,218</b>	<b>36,124</b>	<b>381,304</b>	<b>89.5%</b>	<b>44,914</b>	<b>381,032</b>	<b>273</b>
	<b>PROF/CONTRACTUAL SERV</b>							
010-53010	LEGAL SERVICES	120,000	14,741	70,104	58.4%	49,896	62,140	7,964
010-53011	LEGAL LITIGATION EXPENSES	50,000	763	19,661	39.3%	30,339	36,992	(17,331)
010-53012	LEGAL SERVICES - HR RELATED	6,000	195	904	15.1%	5,096	8,469	(7,565)
010-53016	JURY EXPENSE	500	-	-	0.0%	500	174	(174)
010-53017	MUNICIPAL PROSECUTORS	10,000	1,103	6,633	66.3%	3,368	9,030	(2,398)
010-53019	TOWING FEE	1,200	400	1,662	138.5%	(462)	723	940
010-53020	AUDIT & ACCOUNTING SERVICES	27,225	-	25,404	93.3%	1,821	25,404	-
010-53021	APPRAISAL DISTRICT	232,000	53,186	212,745	91.7%	19,255	228,711	(15,965)
010-53022	TAX ASSESSOR-COLLECTOR	14,000	2,788	12,203	87.2%	1,797	11,096	1,107
010-53023	RAILROAD WATER LINE LEASE	400	-	170	42.5%	230	162	8
010-53026	CODIFICATION	6,000	-	4,761	79.4%	1,239	5,701	(940)
010-53027	RECORDS MANAGEMENT	1,200	45	892	74.3%	308	1,536	(644)
010-53029	POLY/PSYCH	1,125	-	1,500	133.3%	(375)	1,125	375
010-53030	PROFESSIONAL SERVICES	14,350	889	11,195	78.0%	3,155	17,631	(6,436)
010-53031	CONSULTANT SERVICES	181,600	60	300,038	165.2%	(118,438)	166,456	133,582
010-53033	EMPLOYEE EAP	7,200	-	-	0.0%	7,200	700	(700)
010-53034	CITY SPONSORED EVENT	25,000	-	27,709	110.8%	(2,709)	25,000	2,709



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010-53035 MEDICAL/DOCTOR-HOSPITAL	-	-	-	0.0%	-	42	(42)
010-53037 PRE-EMPLOYMENT SCREENINGS	15,000	1,261	12,170	81.1%	2,830	16,481	(4,311)
010-53039 CIVIL SERVICE EXAMS	8,000	798	3,041	38.0%	4,960	7,862	(4,821)
010-53041 CITY ISSUED CELL PHONES	22,780	1,791	19,619	86.1%	3,161	18,309	1,309
010-53042 CITY ISSUED TABLETS	12,940	732	8,851	68.4%	4,089	12,813	(3,962)
010-53043 PENALTIES AND FEES	-	-	-	0.0%	-	9,887	(9,887)
010-53060 LOT CLEANUP	5,000	1,788	4,188	83.8%	812	-	4,188
010-53070 UNIFORM SERVICES	-	-	-	0.0%	-	-	-
010-53075 RECRUITMENT / RETENTION	5,000	-	-	0.0%	5,000	67	(67)
010-53076 CERTIFICATION FEES	2,850	-	2,624	92.1%	226	2,509	115
010-53083 POSITION 1 TRAVEL	1,500	-	2,314	154.3%	(814)	884	1,431
010-53084 POSITION 2 TRAVEL	1,500	-	1,478	98.5%	22	801	677
010-53085 POSITION 3 TRAVEL	1,500	-	-	0.0%	1,500	514	(514)
010-53086 POSITION 4 TRAVEL	1,500	-	3,355	223.7%	(1,855)	968	2,387
010-53087 POSITION 5 TRAVEL	1,500	-	200	13.3%	1,300	1,445	(1,245)
010-53088 POSITION 6 TRAVEL	1,500	-	2,363	157.5%	(863)	968	1,394
010-53089 MAYOR POSITION TRAVEL	1,500	-	6,297	419.8%	(4,797)	694	5,603
010-53090 IT SUPPORT	75,640	-	67,227	88.9%	8,413	73,241	(6,014)
010-53095 SOFTWARE MAINTENANCE	429,861	122,168	556,651	129.5%	(126,790)	390,494	166,157
010-53100 CHAPTER 380 AGREEMENT	750,000	68,783	818,783	109.2%	(68,783)	75,000	743,783
010-53150 MARKETING SERVICES	500	-	-	0.0%	500	-	-
010-53210 FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	1,467	(1,467)
010-53310 EQUIPMENT RENTAL/LEASE	29,719	8,583	52,895	178.0%	(23,176)	34,597	18,298
010-53311 PRINTER/COPIER LEASE	33,345	4,495	28,712	86.1%	4,633	29,998	(1,286)
010-53315 VEHICLE LEASE FEES	687,565	65,189	721,998	105.0%	(34,433)	509,044	212,954
010-53321 UPRR LEASED LAND	500	500	1,000	200.0%	(500)	-	1,000
010-53331 CONTRACT SERV-HUMANE SOCIETY	35,000	-	22,500	64.3%	12,500	-	22,500
010-53333 BUILDING DEMOLITION	60,000	1,200	77,750	129.6%	(17,750)	-	77,750
010-53334 PESTICIDE SPRAYING	25,000	-	6,255	25.0%	18,745	15,935	(9,680)
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	5,245	31,022	103.4%	(1,022)	28,442	2,580
010-53509 MEMBERSHIPS & SUBSCRIPTIONS	48,183	5,531	49,144	102.0%	(961)	50,378	(1,234)
010-53510 TRAVEL AND TRAINING	173,354	11,137	127,714	73.7%	45,640	171,051	(43,337)
010-53511 ADVERTISING	15,250	6,735	25,631	168.1%	(10,381)	17,270	8,361
010-53512 PRINTING SERVICES	6,900	1,989	4,616	66.9%	2,284	1,905	2,710
010-53513 MERCHANT CR CRD PROCESSING	24,500	5,570	59,971	244.8%	(35,471)	33,711	26,259
010-53514 TML INSURANCE	211,058	651	248,698	117.8%	(37,641)	211,964	36,735
010-53515 INSURANCE AND BONDS	500	217	217	43.3%	283	166	51
010-53516 LIFE, DISABILITY, AD & D PREM	-	13,697	61,965	0.0%	(61,965)	52,097	9,868
010-53517 CONTRACTUAL SERVICES	166,295	11,298	169,334	101.8%	(3,039)	168,744	590
010-53518 CITY POOL	146,020	690	149,808	102.6%	(3,788)	85,066	64,742
010-53520 JANITORIAL SERVICES	67,753	375	62,156	91.7%	5,597	63,928	(1,772)
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>3,796,813</b>	<b>414,593</b>	<b>4,106,125</b>	<b>108.1%</b>	<b>(309,311)</b>	<b>2,689,790</b>	<b>1,416,335</b>
<b>MAINTENANCE &amp; REPAIR</b>							
010-54010 BLDG/STRUCTURE/GRNDS MAINTENANCE	337,372	19,273	337,588	100.1%	(216)	296,672	40,916
010-54011 PLANTER BOXES-MAINTENANCE	200	-	360	179.8%	(160)	-	360
010-54020 STREET MAINTENANCE	200,000	145,904	676,016	338.0%	(476,016)	1,706,946	(1,030,931)
010-54022 CONCRETE REPAIR	20,000	5,250	111,010	555.1%	(91,010)	18,400	92,610
010-54110 MOTOR VEHICLE REPAIRS/MAINTENANCE	78,100	106,692	199,221	255.1%	(121,121)	101,165	98,056
010-54120 EQUIPMENT REPAIR/MAINT EXP	49,200	2,988	89,404	181.7%	(40,204)	38,071	51,334
010-54121 GREEN'S PARK PORTABLE	-	-	-	0.0%	-	4,210	(4,210)
010-54125 LADDER TESTING	2,000	-	2,076	103.8%	(76)	1,947	129
010-54130 AIR PACK TESTING	1,500	-	2,750	183.3%	(1,250)	2,740	10
010-54135 PUMP TESTING	1,600	-	1,245	77.8%	355	1,536	(291)
010-54140 JAWS TESTING	4,400	-	4,438	100.9%	(38)	-	4,438
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>694,372</b>	<b>280,108</b>	<b>1,424,107</b>	<b>205.1%</b>	<b>(729,735)</b>	<b>2,171,688</b>	<b>(747,580)</b>



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<b>UTILITIES</b>							
010-54500 UTILITIES - ELECTRIC	489,800	90,026	512,143	104.6%	(22,343)	529,349	(17,206)
010-54501 UTILITIES - WATER/SEWER	57,700	-	27,274	47.3%	30,426	53,007	(25,733)
010-54502 UTILITIES - GAS	16,500	1,150	20,312	123.1%	(3,812)	16,723	3,589
010-54503 PHONES/INTERNET	74,756	6,182	71,995	96.3%	2,760	91,455	(19,460)
010-54504 CITY POOL ELECTRIC	8,000	1,368	7,733	96.7%	267	10,002	(2,270)
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>646,756</b>	<b>98,726</b>	<b>639,457</b>	<b>98.9%</b>	<b>7,299</b>	<b>700,536</b>	<b>(61,080)</b>
<b>OTHER/MISC.</b>							
010-55001 EMPLOYEE APPRECIATION	10,000	1,544	5,940	59.4%	4,061	6,463	(523)
010-55002 EVENTS & PROMOTIONS	5,000	-	3,147	62.9%	1,853	4,896	(1,748)
010-55200 MEETING MEALS	2,650	304	1,756	66.3%	894	1,991	(235)
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	2,003	43,148	431.5%	(33,148)	33,526	9,622
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>29,350</b>	<b>3,851</b>	<b>54,399</b>	<b>185.3%</b>	<b>(25,049)</b>	<b>47,975</b>	<b>6,424</b>
<b>CAPITAL OUTLAY</b>							
010-58030 IMPROVEMENTS	-	-	-	0.0%	-	316,100	(316,100)
010-58040 VEHICLES & EQUIPMENT	467,500	274,768	545,669	116.7%	(78,169)	1,082,925	(537,256)
010-58060 COMPUTER SOFTWARE	-	-	-	0.0%	-	-	-
010-58070 LIBRARY BOOKS	50,000	14,906	43,415	86.8%	6,585	37,916	5,499
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>517,500</b>	<b>289,675</b>	<b>589,085</b>	<b>113.8%</b>	<b>(71,585)</b>	<b>1,436,941</b>	<b>(847,856)</b>
<b>INTERFUND ACTIVITY</b>							
010-59240 TRANSFER TO AIRPORT FUND	307,633	25,636	307,633	100.0%	0	307,633	-
010-59283 TRANS TO HOME GRANT FUND-283	-	-	-	0.0%	-	-	-
010-59310 TRANSFER TO DEBT SERVICE FUND	1,054,225	87,852	1,054,225	100.0%	0	949,535	104,690
010-59511 TRSF TO VEH/EQUIP FUND	-	-	-	0.0%	-	-	-
010-59570 TRANSFER TO FLEET FUND	553,550	102,379	576,228	104.1%	(22,678)	639,620	(63,393)
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>1,915,408</b>	<b>215,868</b>	<b>1,938,086</b>	<b>101.2%</b>	<b>(22,678)</b>	<b>1,896,788</b>	<b>41,297</b>
<b>*** TOTAL EXPENSE ***</b>	<b>\$ 21,907,850</b>	<b>\$ 2,815,072</b>	<b>\$ 22,383,019</b>	<b>102.2%</b>	<b>\$ (475,170)</b>	<b>\$ 21,796,401</b>	<b>\$ 586,618</b>
<b>310 -DEBT SERVICE FUND- DETAIL</b>							
<b>REVENUE</b>							
310-41001 AD VALOREM TAXES - CURRENT	429,656	836	400,144	93.1%	29,512	486,000	(85,856)
310-41002 DELINQUENT TAX REVENUE	25,680	367	14,118	55.0%	11,562	10,339	3,779
310-41003 PENALTY & INTEREST TAXES	22,229	324	10,940	49.2%	11,289	9,092	1,848
310-41901 INTEREST REVENUE	1,500	-	4,813	320.9%	(3,313)	8,377	(3,564)
310-49000 TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
310-49010 TRANSFER FROM GENERAL FUND	1,054,225	87,852	1,054,225	100.0%	(0)	949,535	104,690
310-49610 TRSF FROM UTILITY FUND	-	-	-	0.0%	-	-	-
<b>*** TOTAL REVENUE ***</b>	<b>1,533,290</b>	<b>89,379</b>	<b>1,484,240</b>	<b>96.8%</b>	<b>49,050</b>	<b>1,463,343</b>	<b>20,897</b>
<b>310 -DEBT SERVICE FUND- DETAIL</b>							
<b>EXPENSE</b>							
310-53030 PROFESSIONAL SERVICES	-	-	-	0.0%	-	-	-
310-53045 COMPLIANCE REPORTING	3,500	-	3,500	100.0%	-	-	3,500
310-55412 AGENT FEES	-	-	-	0.0%	-	-	-
310-56024 PRINCIPAL- BONDED DEBT	425,833	-	425,833	100.0%	-	417,691	8,142
310-56025 PRINCIPAL - CAPITAL LEASE	230,379	88,529	318,908	138.4%	(88,529)	224,353	94,555
310-56050 INTEREST- BONDED DEBT	913,327	-	913,327	100.0%	-	926,240	(12,913)
310-56051 INTEREST- CAPITAL LEASE	20,331	11,976	32,307	158.9%	(11,976)	26,357	5,950



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310-56054 PAY/ESCROW AGENT FEES	-	-	806	0.0%	(806)	7,419	(6,613)
<b>*** TOTAL EXPENSE ***</b>	<b>\$ 1,593,370</b>	<b>\$ 100,505</b>	<b>\$ 1,694,682</b>	<b>106.4%</b>	<b>\$ (101,311)</b>	<b>\$ 1,602,060</b>	<b>\$ 92,622</b>
<b>610 -WATER &amp; WASTEWATER FUND - DETAIL</b>							
<b>REVENUE</b>							
610-41706 SALE OF EQUIPMENT	91,713	-	116,734	127.3%	(25,021)	-	116,734
610-41709 WATER METERED SALES	5,748,650	1,349,697	6,312,632	109.8%	(563,982)	5,735,268	577,364
610-41710 METER REPLACEMENT FEE	-	-	-	0.0%	-	-	-
610-41711 SEWER SERVICE CHARGES	4,550,533	1,002,980	4,912,447	108.0%	(361,914)	4,379,014	533,433
610-41716 BULK WATER SALES	1,000	-	269	26.9%	731	122	148
610-41717 SEWER SURCHARGE	-	-	-	0.0%	-	-	-
610-41718 WATER TAPS	45,000	3,110	83,698	186.0%	(38,698)	66,264	17,434
610-41719 SEWER TAPS	45,000	-	93,655	208.1%	(48,655)	36,648	57,007
610-41724 SERVICE FEES	120,000	9,950	99,640	83.0%	20,360	104,999	(5,359)
610-41725 TAMPERING FEES	1,800	-	1,350	75.0%	450	300	1,050
610-41727 SEPTAGE FEES AND OTHER	30,000	1,544	25,828	86.1%	4,172	23,834	1,994
610-41728 REBATE - COMPOST FACILITY	20,000	-	18,402	92.0%	1,598	16,352	2,050
610-41732 MISC. CHARGES THRU WATER BILLS	1,000	33	776	77.6%	225	(207)	982
610-41733 PENALTY WATER BILLINGS	170,000	17,050	211,673	124.5%	(41,673)	219,646	(7,973)
610-41804 STATE & FEDERAL GRANTS	-	25,467	145,475	0.0%	(145,475)	6,500	138,975
610-41815 UNMWA REIMB.	50,000	-	35,305	70.6%	14,695	42,182	(6,877)
610-41818 DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
610-41901 INTEREST REVENUE	90,000	36,896	333,075	370.1%	(243,075)	185,509	147,566
610-41902 INSURANCE RECOVERIES	-	-	169,904	0.0%	(169,904)	31,527	138,377
610-41903 BOND SALE PREMIUM	-	-	-	0.0%	-	-	-
610-41924 MISC REVENUE	-	388	388	0.0%	(388)	265	123
610-41926 SCRAP METAL RECOVERY	-	-	3,272	0.0%	(3,272)	3,729	(457)
610-49000 TRANSFER FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
610-49620 TRANSFER FROM SANITATION	-	-	-	0.0%	-	-	-
<b>*** TOTAL REVENUE ***</b>	<b>10,964,697</b>	<b>2,447,114</b>	<b>12,564,523</b>	<b>114.6%</b>	<b>(1,599,827)</b>	<b>10,851,952</b>	<b>1,712,572</b>
<b>610 -WATER &amp; WASTEWATER FUND - DETAIL</b>							
<b>EXPENSE</b>							
<b>PERSONNEL</b>							
610-51010 SALARIES & WAGES	1,401,735	159,276	1,352,186	96.5%	49,549	1,306,084	46,102
610-51020 OVERTIME	164,720	22,999	253,370	153.8%	(88,650)	249,210	4,160
610-51030 LONGEVITY	6,768	1,031	7,774	114.9%	(1,006)	7,321	453
610-51031 CERTIFICATION PAY	28,800	4,396	32,316	112.2%	(3,516)	28,603	3,713
610-51032 SHIFT PAY	3,600	628	4,808	133.6%	(1,208)	4,081	727
610-51034 UNIFORM ALLOWANCE	6,451	688	5,719	88.7%	732	5,502	217
610-51036 CELL PHONE ALLOWANCE	6,600	707	6,204	94.0%	396	7,326	(1,122)
610-51037 ON CALL PAY	-	2,754	23,659	0.0%	(23,659)	24,605	(946)
610-51040 SOCIAL SECURITY	122,550	14,411	126,565	103.3%	(4,015)	122,179	4,386
610-51050 HEALTH INSURANCE	296,089	12,946	251,002	84.8%	45,087	261,361	(10,359)
610-51061 WORKER'S COMPENSATION	57,211	8,368	74,100	129.5%	(16,888)	67,906	6,194
610-51070 RETIREMENT	239,769	29,014	251,504	104.9%	(11,735)	232,833	18,671
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>2,334,293</b>	<b>257,217</b>	<b>2,389,207</b>	<b>102.4%</b>	<b>(54,914)</b>	<b>2,317,011</b>	<b>72,197</b>
<b>SUPPLIES AND MATERIALS</b>							
610-52010 OFFICE SUPPLIES/EQUIPMENT	5,700	411	4,643	81.4%	1,057	1,905	2,737
610-52020 POSTAGE	35,900	512	36,346	101.2%	(446)	36,371	(25)
610-52030 JANITORIAL SUPPLIES	2,600	187	2,051	78.9%	549	1,752	299
610-52031 CHEMICALS	500,000	26,407	340,227	68.0%	159,773	453,628	(113,401)
610-52040 UNIFORMS/APPAREL	11,500	334	10,431	90.7%	1,069	11,904	(1,473)
610-52050 MEDICAL SUPPLIES	400	275	351	87.7%	49	405	(54)
610-52057 LAB SUPPLIES	16,500	-	17,605	106.7%	(1,105)	21,569	(3,964)
610-52061 SAFETY MATERIALS	11,500	2,440	12,213	106.2%	(713)	11,387	826



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610-52070	GASOLINE AND OIL	500	69	259	51.7%	241	594	(335)
610-52080	SMALL TOOLS/EQUIPMENT	48,600	2,555	62,613	128.8%	(14,013)	66,875	(4,262)
	<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>633,200</b>	<b>33,190</b>	<b>486,736</b>	<b>76.9%</b>	<b>146,464</b>	<b>606,389</b>	<b>(119,653)</b>
	<b>PROF/CONTRACTUAL SERV</b>							
610-53020	AUDIT & ACCOUNTING SERVICES	19,800	-	16,766	84.7%	3,034	16,766	-
610-53030	PROFESSIONAL SERVICES	45,000	4,880	56,970	126.6%	(11,970)	68,963	(11,993)
610-53041	CITY ISSUED CELL PHONES	1,200	80	965	80.5%	235	965	0
610-53042	CITY ISSUED TABLETS	2,900	120	1,486	51.3%	1,414	2,118	(632)
610-53043	PENALTIES AND FEES	-	-	-	0.0%	-	-	-
610-53046	COMPLIANCE MONITORING	54,456	9,398	53,404	98.1%	1,053	48,315	5,089
610-53090	IT SUPPORT	15,175	-	11,914	78.5%	3,262	12,980	(1,066)
610-53095	SOFTWARE MAINTENANCE	43,538	31,543	77,257	177.4%	(33,719)	41,512	35,745
610-53310	EQUIPMENT RENTAL/LEASE	11,500	-	12,385	107.7%	(885)	3,941	8,444
610-53311	PRINTER/COPIER LEASE	6,400	1,260	6,440	100.6%	(40)	7,143	(702)
610-53315	VEHICLE LEASE FEES	143,813	11,851	144,772	100.7%	(958)	94,082	50,690
610-53341	COLLECTIONS/LEGAL MVBA	1,000	-	250	25.0%	750	1,081	(830)
610-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
610-53507	SLUDGE COLLECTION	365,000	22,948	250,161	68.5%	114,839	241,349	8,812
610-53509	MEMBERSHIPS & SUBSCRIPTIONS	1,260	24	432	34.3%	828	836	(404)
610-53510	TRAVEL AND TRAINING	29,450	2,438	24,902	84.6%	4,548	9,907	14,995
610-53512	PRINTING SERVICES	11,000	3,915	7,746	70.4%	3,254	10,761	(3,014)
610-53513	MERCHANT CR CRD PROCESSING	200,000	140,002	710,809	355.4%	(510,809)	286,667	424,142
610-53514	TML INSURANCE	147,441	-	155,654	105.6%	(8,212)	146,187	9,466
610-53517	CONTRACTUAL SERVICES	600	50	875	145.8%	(275)	680	195
610-53519	TANK MAINTENANCE	215,000	78,994	213,297	99.2%	1,703	301,043	(87,746)
610-53520	JANITORIAL SERVICES	17,347	-	16,344	94.2%	1,003	16,147	196
610-53521	UNRMWA WATER CONTRACT	203,582	49,283	271,055	133.1%	(67,473)	182,951	88,104
	<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>1,535,462</b>	<b>356,786</b>	<b>2,033,883</b>	<b>132.5%</b>	<b>(498,420)</b>	<b>1,494,392</b>	<b>539,490</b>
	<b>MAINTENANCE &amp; REPAIR</b>							
610-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	55,000	9,162	52,029	94.6%	2,971	42,914	9,116
610-54110	MOTOR VEHICLE REPAIRS/MAINTENANCE	-	-	4,945	0.0%	(4,945)	-	4,945
610-54120	EQUIPMENT REPAIR/MAINT EXP	295,360	22,225	368,883	124.9%	(73,523)	328,633	40,250
610-54220	WATER METERS	-	-	-	0.0%	-	-	-
610-54310	SEWER LINE MAINTENANCE	-	-	-	0.0%	-	-	-
610-54311	SEWER PLANT MAINTENANCE	250,000	33,902	237,995	95.2%	12,005	166,638	71,357
610-54313	LIFT STATION MAINTENANCE	290,000	10,141	185,691	64.0%	104,309	287,678	(101,988)
610-54314	GENERATOR MAINTENANCE	13,500	3,053	10,477	77.6%	3,023	12,700	(2,223)
610-54315	PRETREATMENT FOG MGMT	2,300	1,475	2,278	99.0%	22	2,671	(393)
610-54421	WATER METER REPLACEMENT PROJECT	150,000	24,387	212,168	141.4%	(62,168)	296,525	(84,357)
610-54450	WATER/SEWER LINE REPAIR	600,000	100,796	702,642	117.1%	(102,642)	679,583	23,059
610-54460	METER READER HANDHELDS	-	-	-	0.0%	-	-	-
	<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>1,656,160</b>	<b>205,140</b>	<b>1,777,109</b>	<b>107.3%</b>	<b>(120,949)</b>	<b>1,817,342</b>	<b>(40,234)</b>
	<b>UTILITIES</b>							
610-54500	UTILITIES - ELECTRIC	401,100	91,303	529,609	132.0%	(128,509)	534,988	(5,379)
610-54501	UTILITIES - WATER/SEWER	32,700	-	36,895	112.8%	(4,195)	46,106	(9,211)
610-54502	UTILITIES - GAS	-	-	-	0.0%	-	-	-
610-54503	PHONES/INTERNET	25,500	1,699	20,883	81.9%	4,617	29,594	(8,711)
	<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>459,300</b>	<b>93,001</b>	<b>587,387</b>	<b>127.9%</b>	<b>(128,087)</b>	<b>610,689</b>	<b>(23,301)</b>
	<b>OTHER/MISC.</b>							
610-55005	TCEQ PERMITTING	65,000	-	73,640	113.3%	(8,640)	55,617	18,022
610-55030	BAD DEBT EXPENSE	-	-	-	0.0%	-	11,574	(11,574)
	<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>65,000</b>	<b>-</b>	<b>73,640</b>	<b>113.3%</b>	<b>(8,640)</b>	<b>67,191</b>	<b>6,448</b>



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<b>REVENUE BOND PRINCIPAL PAYMENT</b>							
610-56005 REVENUE BOND PRIN PAYMENT	760,000	-	6,858	0.9%	753,142	855,309	(848,452)
610-56009 CERT OBLIG PRIN PAYMENT	327,167	-	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	-	606,660	85.0%	106,981	734,657	(127,997)
610-56051 INTEREST- CAPITAL LEASE	1,497	-	1,497	100.0%	-	2,959	(1,462)
610-56054 PAY/ESCROW AGENT FEES	2,000	-	1,360	68.0%	640	2,806	(1,446)
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>1,867,722</b>	<b>-</b>	<b>694,792</b>	<b>37.2%</b>	<b>1,172,931</b>	<b>1,867,687</b>	<b>(1,172,895)</b>
<b>CAPITAL OUTLAY</b>							
610-58030 IMPROVEMENTS	12,659,550	363,777	3,515,977	27.8%	9,143,573	2,196,994	1,318,983
610-58040 VEHICLES & EQUIPMENT	404,000	-	362,290	89.7%	41,710	817,550	(455,260)
610-58044 COMMUNICATION EQUIPMENT	50,000	3,200	116,923	233.8%	(66,923)	53,759	63,164
610-58046 LIFT STATION REPLACEMENT	1,146,800	23,260	195,691	17.1%	951,109	158,678	37,013
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>14,260,350</b>	<b>390,237</b>	<b>4,190,881</b>	<b>29.4%</b>	<b>10,069,469</b>	<b>3,226,982</b>	<b>963,899</b>
<b>INTERFUND ACTIVITY</b>							
610-59010 TRANSFER TO/FROM GENERAL FUND	1,395,000	116,250	1,395,000	100.0%	0	1,190,925	204,075
610-59570 TRANSFER TO FLEET FUND	158,700	12,406	180,995	114.0%	(22,295)	209,835	(28,840)
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>1,553,700</b>	<b>128,656</b>	<b>1,575,995</b>	<b>101.4%</b>	<b>(22,295)</b>	<b>1,400,760</b>	<b>175,235</b>
<b>*** TOTAL EXPENSE ***</b>	<b>\$ 24,365,188</b>	<b>\$ 1,464,228</b>	<b>\$ 13,809,630</b>	<b>56.7%</b>	<b>\$ 10,555,558</b>	<b>\$ 13,408,443</b>	<b>\$ 401,186</b>
<b>620-SANITATION FUND- DETAIL</b>							
<b>REVENUE</b>							
620-41715 SANITATION COLLECTION CHARGES	3,160,569	199,563	2,987,809	94.5%	172,760	3,171,530	(183,721)
620-41721 COLLECTION BAG SALES	20,000	1,106	16,874	84.4%	3,126	16,484	390
620-41722 CLEAN STREETS PROGRAM	166,233	11,013	165,341	99.5%	892	168,560	(3,219)
620-41723 SALES TAX DISCOUNT	600	120	1,347	224.5%	(747)	1,566	(219)
620-41729 ROLL OFF CHARGES	721,313	64,769	959,065	133.0%	(237,752)	853,974	105,092
620-41901 INTEREST REVENUE	7,000	-	137	2.0%	6,863	1,940	(1,802)
620-41902 INSURANCE RECOVERIES	-	-	-	0.0%	-	-	-
620-41922 REBATE REVENUE	15,000	-	-	0.0%	15,000	66,861	(66,861)
620-41924 MISC REVENUE	-	-	-	0.0%	-	-	-
620-41926 SCRAP METAL RECOVERY	-	-	-	0.0%	-	-	-
620-49010 TRANSFER FROM GENERAL FUND	-	-	-	0.0%	-	-	-
<b>*** TOTAL REVENUE ***</b>	<b>4,090,715</b>	<b>276,570</b>	<b>4,130,573</b>	<b>101.0%</b>	<b>(39,859)</b>	<b>4,280,914</b>	<b>(150,340)</b>
<b>620-SANITATION FUND- DETAIL</b>							
<b>EXPENSE</b>							
<b>SUPPLIES AND MATERIALS</b>							
620-52080 SMALL TOOLS/EQUIPMENT	500	-	-	0.0%	500	299	(299)
620-52130 GARBAGE BAGS	10,000	-	14,953	149.5%	(4,953)	14,953	-
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>10,500</b>	<b>-</b>	<b>14,953</b>	<b>142.4%</b>	<b>(4,453)</b>	<b>15,252</b>	<b>(299)</b>
<b>PROF/CONTRACTUAL SERV</b>							
620-53504 ROLL OFFS	453,932	86,882	867,809	191.2%	(413,877)	586,556	281,253
620-53505 RESIDENTIAL COLLECTION	808,000	156,938	1,232,260	152.5%	(424,260)	914,638	317,621
620-53506 COMMERCIAL COLLECTION	1,456,000	323,371	1,825,553	125.4%	(369,553)	1,525,166	300,387
620-53508 CITY WIDE CLEAN-UP COLLECTION	85,000	-	91,920	108.1%	(6,920)	86,794	5,126
620-53520 JANITORIAL SERVICES	1,450	9,975	11,603	800.2%	(10,153)	1,691	9,913
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>2,804,382</b>	<b>577,166</b>	<b>4,029,145</b>	<b>143.7%</b>	<b>(1,224,763)</b>	<b>3,114,845</b>	<b>914,300</b>



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<b>MAINTENANCE &amp; REPAIR</b>							
620-54010 BLDG/STRUCTURE/GRNDS MAINTENANCE	500	-	-	0.0%	500	349	(349)
620-54110 MOTOR VEHICLE REPAIRS/MAINTENANCE	-	-	-	0.0%	-	-	-
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>500</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>500</b>	<b>349</b>	<b>(349)</b>
<b>OTHER/MISC.</b>							
620-55030 BAD DEBT EXPENSE	20,000	-	4,873	24.4%	15,127	9,078	(4,205)
620-55599 DEPRECIATION EXPENSE	-	-	-	0.0%	-	-	-
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>20,000</b>	<b>-</b>	<b>4,873</b>	<b>24.4%</b>	<b>15,127</b>	<b>9,078</b>	<b>(4,205)</b>
<b>INTERFUND ACTIVITY</b>							
620-59010 TRANSFER TO/FROM GENERAL FUND	1,232,333	102,694	1,232,333	100.0%	-	1,198,148	34,185
620-59570 TRANSFER TO FLEET FUND	23,000	2,207	32,819	142.7%	(9,819)	30,956	1,863
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>1,255,333</b>	<b>104,901</b>	<b>1,265,152</b>	<b>100.8%</b>	<b>(9,819)</b>	<b>1,229,104</b>	<b>36,048</b>
<b>*** TOTAL EXPENSE ***</b>	<b>\$ 4,090,715</b>	<b>\$ 682,067</b>	<b>\$ 5,314,123</b>	<b>129.9%</b>	<b>\$ (1,223,408)</b>	<b>\$ 4,368,628</b>	<b>\$ 945,494</b>



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<b>215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL</b>								
<b>REVENUE</b>								
215-41013	PEDC SALES TAX	\$ 1,325,055	\$ 135,968	\$ 1,479,062	111.6%	\$ (154,007)	1,383,267.28	\$ 95,795
215-41609	RENT - SUITE B	36,000	3,000	36,000	100.0%	-	36,000	-
215-41807	ETEX FIBER RECAPTURE	400,000	-	412,408	103.1%	(12,408)	399,649	12,759
215-41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
215-41901	INTEREST REVENUE	65,000	10,211	135,515	208.5%	(70,515)	137,681	(2,167)
215-41932	TAH LOAN PYMT	34,064	3,500	36,709	107.8%	(2,645)	3,786	32,923
215-41938	SALE OF PROPERTY	-	-	-	0.0%	-	10	(10)
215-41924	MISC REVENUE	\$ -	\$ -	\$ -	0.0%	\$ -	0.00	\$ -
	<b>*** TOTAL REVENUE ***</b>	<b>1,860,119</b>	<b>152,679</b>	<b>2,099,694</b>	<b>112.9%</b>	<b>(239,575)</b>	<b>1,960,394</b>	<b>139,301</b>
<b>215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL</b>								
<b>EXPENSE</b>								
<b>PERSONNEL</b>								
215-51010	SALARIES & WAGES	175,555	20,336	171,075	97.4%	4,480	159,853	11,222
215-51020	OVERTIME	-	50	151	0.0%	(151)	7	143
215-51030	LONGEVITY	288	47	370	128.4%	(82)	278	92
215-51031	CERTIFICATION PAY	-	314	914	0.0%	(914)	-	914
215-51036	CELL PHONE ALLOWANCE	600	79	601	100.2%	(1)	604	(3)
215-51040	SOCIAL SECURITY	13,817	1,522	12,985	94.0%	832	12,017	968
215-51050	HEALTH INSURANCE	24,943	1,400	24,147	96.8%	796	23,225	922
215-51061	WORKER'S COMPENSATION	708	85	710	100.3%	(2)	659	51
215-51070	RETIREMENT	26,124	3,174	26,083	99.8%	40	23,197	2,886
	<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>242,034</b>	<b>27,006</b>	<b>237,035</b>	<b>97.9%</b>	<b>4,999</b>	<b>219,841</b>	<b>17,194</b>
<b>SUPPLIES AND MATERIALS</b>								
215-52010	OFFICE SUPPLIES/EQUIPMENT	4,100	2,256	4,318	105.3%	(218)	1,995	2,322
215-52020	POSTAGE	300	-	-	0.0%	300	132	(132)
215-52091	FURNITURE & OFFICE EQUIPMENT	2,500	-	2,736	109.4%	(236)	1,075	1,661
	<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>6,900</b>	<b>2,256</b>	<b>7,053</b>	<b>102.2%</b>	<b>(153)</b>	<b>3,201</b>	<b>3,852</b>
<b>PROF/CONTRACTUAL SERV</b>								
215-53010	LEGAL SERVICES	55,000	-	13,657	24.8%	41,343	40,575	(26,917)
215-53020	AUDIT & ACCOUNTING SERVICES	5,000	-	4,234	84.7%	766	4,234	-
215-53030	PROFESSIONAL SERVICES	45,000	-	12,418	27.6%	32,582	5,899	6,519
215-53031	CONSULTANT SERVICES	20,000	-	630	3.2%	19,370	8,700	(8,070)
215-53041	CITY ISSUED CELL PHONES	-	-	-	0.0%	-	-	-
215-53090	IT SUPPORT	1,897	-	1,702	89.7%	195	1,854	(152)
215-53095	SOFTWARE MAINTENANCE	833	-	1,074	128.9%	(241)	792	282
215-53150	MARKETING SERVICES	75,000	5,692	59,463	79.3%	15,537	52,190	7,274
215-53210	FINANCIAL SERVICE CHARGES	-	-	-	0.0%	-	-	-
215-53311	PRINTER/COPIER LEASE	3,500	559	2,867	81.9%	633	3,203	(337)



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215-53315	VEHICLE LEASE FEES	-	-	-	0.0%	-	-	-
215-53330	CITY-PAID EXPENSES	-	-	-	0.0%	-	-	-
215-53500	LEGAL NOTICES	3,000	165	614	20.5%	2,386	1,532	(917)
215-53501	COMMUNICATIONS	-	-	-	0.0%	-	-	-
215-53509	MEMBERSHIPS & SUBSCRIPTIONS	22,250	12,173	36,737	165.1%	(14,487)	19,130	17,607
215-53510	TRAVEL AND TRAINING	10,000	796	14,323	143.2%	(4,323)	9,475	4,847
215-53512	PRINTING SERVICES	-	-	128	0.0%	(128)	-	128
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	1,907	(1,907)
215-53520	JANITORIAL SERVICES	4,100	-	4,100	100.0%	-	7,100	(3,000)
215-53617	PROJECTS SUPPORT GRANTS	1,050,000	15,285	1,161,065	110.6%	(111,065)	178,500	982,565
215-53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	25,000	25,000	100.0%	-	-	25,000
215-53663	COM DEV GRANT-GENERAL PROGRAM	75,000	-	75,000	100.0%	-	115,399	(40,399)
215-53664	BLDG IMPROVEMENT GRANT PROG	250,000	-	143,388	57.4%	106,612	168,622	(25,234)
215-53665	PRIOR YEAR BLDG IMPROV GRANTS	67,500	-	109,354	162.0%	(41,854)	-	109,354
<b>*** EXPENSE CATEGORY TOTALS ***</b>		<b>1,727,180</b>	<b>59,671</b>	<b>1,680,941</b>	<b>97.3%</b>	<b>46,239</b>	<b>631,247</b>	<b>1,049,693</b>
<b>MAINTENANCE &amp; REPAIR</b>								
215-54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	5,507	37,292	37.3%	62,708	63,162	(25,870)
215-54120	EQUIPMENT REPAIR/MAINT EXP	-	-	-	0.0%	-	-	-
<b>*** EXPENSE CATEGORY TOTALS ***</b>		<b>100,000</b>	<b>5,507</b>	<b>37,292</b>	<b>37.3%</b>	<b>62,708</b>	<b>63,162</b>	<b>(25,870)</b>
<b>UTILITIES</b>								
215-54500	UTILITIES - ELECTRIC	78,000	12,046	60,557	77.6%	17,443	23,236	37,321
215-54501	UTILITIES - WATER/SEWER	4,000	752	5,196	129.9%	(1,196)	3,988	1,209
215-54503	PHONES/INTERNET	3,000	241	2,987	99.6%	13	5,296	(2,309)
<b>*** EXPENSE CATEGORY TOTALS ***</b>		<b>85,000</b>	<b>13,038</b>	<b>68,741</b>	<b>80.9%</b>	<b>16,259</b>	<b>32,520</b>	<b>36,221</b>
<b>OTHER/MISC.</b>								
215-55002	EVENTS & PROMOTIONS	-	-	-	0.0%	-	-	-
215-55009	BUSINESS RETENTION/EXPANSION	15,000	4,500	4,992	33.3%	10,008	1,978	3,013
215-55066	COMMUNITY EVENTS	-	-	-	0.0%	-	-	-
215-55067	HOSPITAL DEMOLITION	-	-	-	0.0%	-	-	-
215-55200	MEETING MEALS	3,500	200	1,851	52.9%	1,649	4,543	(2,693)
<b>*** EXPENSE CATEGORY TOTALS ***</b>		<b>18,500</b>	<b>4,700</b>	<b>6,842</b>	<b>37.0%</b>	<b>11,658</b>	<b>6,522</b>	<b>321</b>
<b>DEBT SERVICE</b>								
215-56005	REVENUE BOND PRIN PAYMENT	563,374	-	530,495	94.2%	32,879	27,192	503,303
215-56050	INTEREST- BONDED DEBT	168,554	-	167,571	99.4%	983	105,314	62,257
215-56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	55,340	(55,340)
<b>*** EXPENSE CATEGORY TOTALS ***</b>		<b>731,928</b>	<b>-</b>	<b>698,067</b>	<b>95.4%</b>	<b>33,861</b>	<b>187,847</b>	<b>510,220</b>

**CAPITAL OUTLAY**



City of Palestine, Texas  
 Financial Statement  
 As of September 30, 2025

	<u>Current Budget</u>	<u>Current Period</u>	<u>Current Y-T-D</u>	<u>% of Budget</u>	<u>Budget Balance</u>	<u>Prior Year Y-T-D Actual</u>	<u>INC/(DEC) Prior Year</u>
215-58000 CAPITAL OUTLAY	-	-	140	0.0%	(140)	2,338,481	(2,338,342)
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>-</b>	<b>-</b>	<b>140</b>	<b>0.0%</b>	<b>(140)</b>	<b>2,338,481</b>	<b>(2,338,342)</b>
<b>INTERFUND ACTIVITY</b>							
215-59010 TRANSFER TO/FROM GENERAL FUND	49,586	2,614	31,371	63.3%	18,215	31,371	-
215-59570 TRANSFER TO FLEET FUND	250	689	1,062	425.0%	(812)	246	816
<b>*** EXPENSE CATEGORY TOTALS ***</b>	<b>49,836</b>	<b>3,303</b>	<b>32,433</b>	<b>65.1%</b>	<b>17,403</b>	<b>31,617</b>	<b>816</b>
<b>*** TOTAL EXPENSE ***</b>	<b>\$ 2,961,378</b>	<b>\$ 115,482</b>	<b>\$ 2,768,544</b>	<b>93.5%</b>	<b>\$ 192,834</b>	<b>\$ 3,514,439</b>	<b>\$ (745,895)</b>



City of Palestine, Texas  
 Financial Statement  
 As of September 30, 2025

## NON MAJOR FUNDS SUMMARY

NON MAJOR FUNDS SUMMARY							
	200	240	250	251	252	260	270
	HOTEL	AIRPORT	MUNICIPAL COURT	MUNICIPAL	MUNICIPAL	PD FORFEITURE FUND	COMMUNITY FOREST
<b>Beginning Fund Balance</b>	\$ 1,393,016	\$ 29,056	\$ 75,562	\$ 55,426	\$ 73,037	\$ 69,664	\$ 2,877
<b>REVENUE</b>							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	-	-	-	-	-
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	8,720	7,189	12,626	-	-
LEASE/RENTAL REVENUE	-	12,840	-	-	-	-	-
CHARGES FOR SERVICE	-	-	-	-	-	8,875	-
INTERGOVERNMENTAL REVENUE	-	96,499	-	-	-	4,439	-
OTHER INCOME	814,496	22,422	3,300	2,380	4,940	5,754	87,325
INTERFUND ACTIVITY	-	307,633	-	-	-	-	-
<b>Total</b>	<b>814,496</b>	<b>439,394</b>	<b>12,020</b>	<b>9,570</b>	<b>17,565</b>	<b>19,069</b>	<b>87,325</b>
<b>EXPENSE</b>							
PERSONNEL	185,509	49,579	-	-	-	-	-
SUPPLIES AND MATERIALS	22,617	3,590	8,025	4,222	-	15,288	-
PROF/CONTRACTUAL SERV	185,625	71,733	-	13,168	-	-	70,405
MAINTENANCE & REPAIR	30,288	59,388	-	-	-	-	-
UTILITIES	11,709	11,788	-	-	-	-	-
OTHER/MISC.	268,334	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	111,986	-	-	-	20,883	-
INTERFUND ACTIVITY	31,637	3,313	-	-	-	-	-
<b>Total</b>	<b>735,719</b>	<b>311,377</b>	<b>8,025</b>	<b>17,390</b>	<b>-</b>	<b>36,171</b>	<b>70,405</b>
<b>Surplus (Deficit)</b>	<b>78,777</b>	<b>128,018</b>	<b>3,994</b>	<b>(7,821)</b>	<b>17,565</b>	<b>(17,103)</b>	<b>16,921</b>
<b>Ending Fund Balance</b>	<b>\$ 1,471,793</b>	<b>\$ 157,073</b>	<b>\$ 79,556</b>	<b>\$ 47,606</b>	<b>\$ 90,602</b>	<b>\$ 52,561</b>	<b>\$ 19,798</b>



## NON MAJOR FUNDS SUMMARY

	271	280	290	400	740	770	TOTAL NON MAJOR FUNDS
	PERPETUAL CEMETERY FUND	GRANTS	STREET MAINTENANCE / REPAIR TAX	GENERAL CIP FUND	EQUIPMENT REPLACEMENT	FLEET FUND	
<b>Beginning Fund Balance</b>	\$ 232,103	\$ 21,766	\$ 746,530	\$ 22,084,037	\$ 834,893	\$ (77,634)	\$ 25,540,333
<b>REVENUE</b>							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	739,531	-	-	-	739,531
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	-	-	-	-	28,535
LEASE/RENTAL REVENUE	-	-	-	-	-	-	12,840
CHARGES FOR SERVICE	15,000	-	-	-	-	-	23,875
INTERGOVERNMENTAL REVENUE	-	84,536	-	365,892	-	-	551,367
OTHER INCOME	2,842	198	-	615,620	-	119,598	1,678,875
INTERFUND ACTIVITY	-	-	-	-	-	794,684	1,102,317
<b>Total</b>	<b>17,842</b>	<b>84,734</b>	<b>739,531</b>	<b>981,512</b>	<b>-</b>	<b>914,282</b>	<b>4,137,340</b>
<b>EXPENSE</b>							
PERSONNEL	-	-	-	-	-	206,109	441,197
SUPPLIES AND MATERIALS	-	109,283	-	-	-	444,024	607,050
PROF/CONTRACTUAL SERV	-	-	-	-	-	23,512	364,443
MAINTENANCE & REPAIR	162,388	-	18,898	-	-	232,405	503,366
UTILITIES	-	-	-	-	-	6,176	29,673
OTHER/MISC.	-	-	-	-	-	-	268,334
DEBT SERVICE	-	-	-	6,000	-	-	6,000
CAPITAL OUTLAY	-	-	-	7,767,485	-	-	7,900,354
INTERFUND ACTIVITY	-	-	-	-	-	-	34,950
<b>Total</b>	<b>162,388</b>	<b>109,283</b>	<b>18,898</b>	<b>7,773,485</b>	<b>-</b>	<b>912,226</b>	<b>10,155,367</b>
<b>Surplus (Deficit)</b>	<b>(144,546)</b>	<b>(24,549)</b>	<b>720,633</b>	<b>(6,791,973)</b>	<b>-</b>	<b>2,056</b>	<b>(6,018,028)</b>
<b>Ending Fund Balance</b>	<b>\$ 87,557</b>	<b>\$ (2,784)</b>	<b>\$ 1,467,164</b>	<b>\$ 15,292,065</b>	<b>\$ 834,893</b>	<b>\$ (75,578)</b>	<b>\$ 19,522,306</b>



**City of Palestine, Texas**  
**Summary of Cash and Investment Activity**  
**For the Month Ending: September 30, 2025**

	Par Value	Book Value	Market Value	Ratio Market-to-Book Value
<b>Beginning Balances</b>				
Cash	\$5,313,139.57	\$ 5,313,139.57	\$ 5,313,139.57	100.00%
Investments	38,033,978.09	38,033,978.09	38,033,978.09	100.00%
<b>Total</b>	<b>\$ 43,347,117.66</b>	<b>\$ 43,347,117.66</b>	<b>\$ 43,347,117.66</b>	<b>100.00%</b>
<b>Activity</b>				
Cash	(\$1,202,224.64)	(1,202,224.64)	(1,202,224.64)	
Investments				
Net Accretion & Amortization		-	-	
Purchases	500,000.00	500,000.00	500,000.00	
Maturities/Calls	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)	
Changes to Market Value		-	73,284.06	
Withdrawals/Deposits		-	-	
Interest Earnings	86,815.39	86,815.39	86,815.39	
Net Monthly Activity	(\$1,615,409.25)	(1,615,409.25)	(1,542,125.19)	
<b>Ending Balances</b>				
Cash	4,110,914.93	4,110,914.93	4,110,914.93	100.00%
Investments	37,620,793.48	37,620,793.48	37,694,077.54	100.19%
<b>Total</b>	<b>\$ 41,731,708.41</b>	<b>\$ 41,731,708.41</b>	<b>\$ 41,804,992.47</b>	<b>100.18%</b>



**City of Palestine, Texas**  
**Summary of Cash and Investment Activity**  
**For the Month Ending: September 30, 2025**

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Prosperity Bank - Cash	\$2,983,494		\$ 100.000	0.200%	\$2,983,494	\$ 2,983,494	\$ 2,983,494	\$ -	1
N/A	N/A	N/A	TexSTAR - Local Government Investment Pool	14,323,083		100.000	4.280%	14,323,083	14,323,083	14,323,083	-	1
N/A	N/A	N/A	TexSTAR - General Obligation Bond 2014	6,202,724		100.000	4.280%	6,202,724	6,202,724	6,202,724	-	1
N/A	N/A	PER991129	FNC - Cash, Money Funds, & Bank Deposits	134,724		100.000	0.010%	134,724	134,724	134,724	-	1
N/A	N/A	PER991129A	FNC PEDC - Cash, Money Funds, & Bank Deposits	66,561		100.000	0.010%	66,561	66,561	66,561	-	1
4/16/2024	8/31/2025	91282CHV6	TN - UNITED STATES TREAS	-		100.000	5.00%	-	-	-	-	-30
1/13/2025	6/15/2026	91282CHH7	TN - UNITED STATES TREAS	1,000,000		100.000	4.125%	1,000,000	1,000,000	1,002,480	2,480	258
12/30/2024	12/30/2026	3130B4DY4	BD - FEDERAL HOME LN BKS	5,000,000		100.000	4.350%	5,000,000	5,000,000	4,995,550	(4,450)	456
9/20/2019	9/20/2025	182001541	CD - Prosperity Bank	170,856		100.000	1.900%	170,856	170,856	170,856	-	-10
9/28/2022	9/29/2025	307811EZ8	CD - FARMERS & MERCHANTS	-		100.000	0.00%	-	-	-	-	-1
9/29/2022	9/29/2025	82669GET7	CD - SIGNATURE BK NEW	-		100.000	0.00%	-	-	-	-	-1
9/30/2022	9/30/2025	32112UEC1	CD - FIRST NATL BK	-		100.000	0.00%	-	-	-	-	0
9/30/2022	9/30/2025	52470QCA0	CD - LEGACY BK & TR CO	-		100.000	0.00%	-	-	-	-	0
10/13/2022	10/14/2025	07815ACD7	CD - BELL BK FARGO N D	250,000		100.000	4.150%	250,000	250,000	250,005	5	14
10/28/2022	10/28/2025	319477AN5	CD - FIRST-CITIZENS BK & TRUST	250,000		100.000	4.700%	250,000	250,000	250,005	5	28
11/23/2022	11/24/2025	849061AA4	CD - SPOKANE	248,000		100.000	5.000%	248,000	248,000	248,362	362	55
11/28/2022	11/28/2025	07181JAX2	CD - BAXTER CR UN	248,000		100.000	4.950%	248,000	248,000	248,332	332	59
12/30/2022	12/30/2025	01882MAD4	CD - ALLIANT CR UN CR CHICAGO	248,000		100.000	5.100%	248,000	248,000	248,610	610	91
2/28/2025	11/30/2026	033537BQ3	CD - ANDERSON BROS BK	250,000		100.000	4.250%	250,000	250,000	251,425	1,425	426
2/20/2025	2/22/2027	06051XQE5	CD - BANK AMER NA	250,000		100.000	4.250%	250,000	250,000	251,748	1,748	510
2/26/2025	2/22/2027	856288AW5	CD - STATE BK INDIA NEW	250,000		100.000	4.250%	250,000	250,000	251,748	1,748	510
2/28/2024	3/1/2027	01025RAP4	CD - ALABAMA CR UN	250,000		100.000	4.500%	250,000	250,000	252,683	2,683	517
2/28/2024	3/1/2027	30960QAW7	CD - FARMERS INS GROUP	250,000		100.000	4.500%	250,000	250,000	252,683	2,683	517



**City of Palestine, Texas**  
**Summary of Cash and Investment Activity**  
**For the Month Ending: September 30, 2025**

Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
6/13/2024	6/14/2027	32026U5Y8	CD - FIRST FNDDTN	240,000		100.000	4.900%	240,000	240,000	244,714	4,714	622
6/28/2024	6/28/2027	32023HBT4	CD - FIRST FED SVGS & LN	248,000		100.000	5.250%	248,000	248,000	250,416	2,416	636
10/31/2024	7/30/2027	12527CHC9	CD - CFG CMNTY BK	250,000		100.000	4.300%	250,000	250,000	250,043	43	668
7/31/2024	8/2/2027	795451DNO	CD - SALLIE MAE BK SALT	250,000		100.000	4.450%	250,000	250,000	253,335	3,335	671
8/23/2024	8/23/2027	44330U3E0	CD - HSBC BK USA NATL	250,000		100.000	4.200%	250,000	250,000	250,155	155	692
9/13/2024	9/13/2027	87164DXJ4	CD - SYNOVUS BK COLUMBUS	250,000		100.000	4.500%	250,000	250,000	250,300	300	713
10/28/2024	10/28/2027	428548CC3	CD - HIAWATHA NATL BK	250,000		100.000	3.950%	250,000	250,000	251,498	1,498	758
2/26/2025	11/26/2027	856528FN9	CD - STATE BK TEX DALLAS	250,000		100.000	4.200%	250,000	250,000	252,843	2,843	787
11/27/2024	11/29/2027	79772FAK2	CD - SAN FRAN FED CR UN	249,000		100.000	4.250%	249,000	249,000	252,127	3,127	790
7/9/2024	1/10/2028	74048CBG6	CD - PREMIER CMNTY BK	250,000		100.000	5.000%	250,000	250,000	252,043	2,043	832
2/21/2025	1/21/2028	02554BGM7	CD - AMERICAN EAGLE BK	200,000		100.000	4.000%	200,000	200,000	201,546	1,546	843
2/18/2025	2/18/2028	59013K4N3	CD - MERRICK BK	248,000		100.000	4.300%	248,000	248,000	251,670	3,670	871
5/20/2025	2/22/2028	59828MAM9	CD - MIDWEST BK PIERCE	250,000		100.000	4.150%	250,000	250,000	250,415	415	875
3/8/2023	3/8/2028	011852AE0	CD - ALASKA USA FED CR UN	249,000		100.000	4.600%	249,000	249,000	254,505	5,505	890
3/10/2023	3/10/2028	92891CCZ3	CD - VYSTAR CR UN CR	249,000		100.000	4.550%	249,000	249,000	254,234	5,234	892
4/10/2025	4/10/2028	152577CW0	CD - CENTRAL BK LITTLE	250,000		100.000	4.150%	250,000	250,000	250,075	75	923
4/16/2025	4/13/2028	46657VN30	CD - JPMORGAN CHASE BK N	250,000		100.000	4.000%	250,000	250,000	249,985	(15)	926
4/25/2025	4/28/2028	300498BA9	CD - EVOLVE BK & TR	249,000		100.000	4.250%	249,000	249,000	249,530	530	941
5/20/2025	5/22/2028	81424TBH6	CD - SECURITY FINL BK	250,000		100.000	4.250%	250,000	250,000	250,130	130	965
5/22/2025	5/22/2028	88457PAY3	CD - THOMASTON SVGS BK CT	250,000		100.000	4.250%	250,000	250,000	250,010	10	965
5/23/2025	5/23/2028	61768UUZ8	CD - MORGAN STANLEY	250,000		100.000	4.250%	250,000	250,000	250,013	13	966
5/23/2025	5/23/2028	61776CPF8	CD - MORGAN STANLEY BK N	250,000		100.000	4.250%	250,000	250,000	249,988	(13)	966
5/23/2025	5/23/2028	05612LFC1	CD - BMW BK NORTH AMER	250,000		100.000	4.050%	250,000	250,000	252,380	2,380	966



**City of Palestine, Texas**  
**Summary of Cash and Investment Activity**  
**For the Month Ending: September 30, 2025**

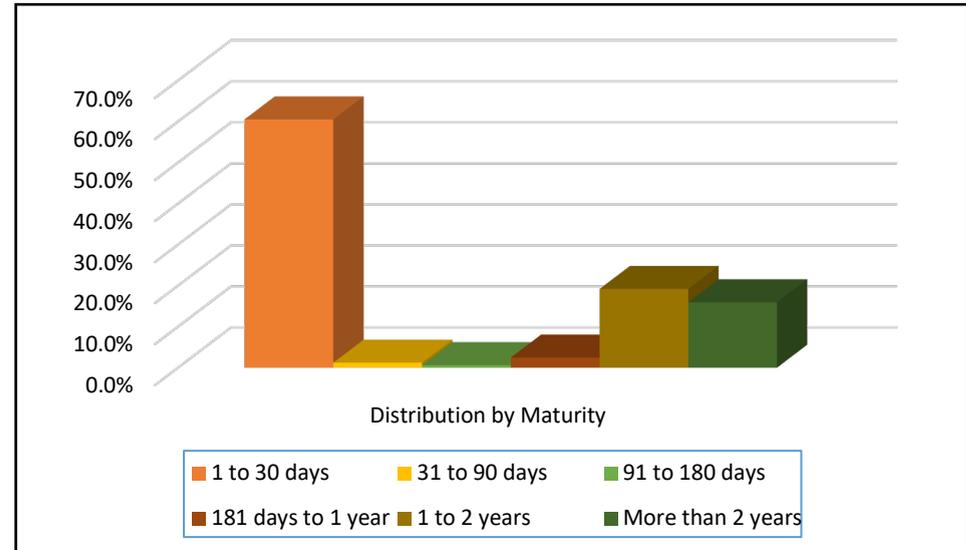
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
5/29/2025	5/30/2028	48836LCK6	CD - KEMBA FINL CR UN	250,000		100.000	4.400%	250,000	250,000	250,218	218	973
6/30/2025	6/30/2028	68405VDQ9	CD - OPTUM BK	244,000		100.000	4.200%	244,000	244,000	247,384	3,384	1004
6/30/2025	6/30/2028	37892MAX2	CD - GLOBAL FED CR UN	250,000		100.000	4.200%	250,000	250,000	253,590	3,590	1004
7/14/2023	7/14/2028	91739JAA3	CD - UTAH FIRST FED CR UN	249,000		100.000	4.750%	249,000	249,000	260,150	11,150	1018
7/22/2024	7/21/2028	19058RAG6	CD - COASTAL1 CR UN	244,000		100.000	4.550%	244,000	244,000	249,849	5,849	1025
7/30/2024	7/30/2029	18507MAD3	CD - CLEARPATH FED CR UN	248,000		100.000	5.400%	248,000	248,000	248,300	300	1399
6/27/2025	6/27/2030	307811MD8	CD - FARMERS & MERCHANTS	248,000		100.000	4.400%	248,000	248,000	248,729	729	1731
9/29/2025	10/3/2029	88241TWS5	CD - TEXAS EXCHANGE BANK	250,000		100.000	3.600%	250,000	250,000	248,613	(1,388)	1464
9/29/2025	9/27/2030	44042WDG9	CD - HORIZON BANK	250,000		100.000	3.950%	250,000	250,000	249,123	(878)	1823
Totals/Weighted Average				\$40,290,442			2.636%	\$40,290,442	\$ 40,290,442	\$ 40,362,979	\$ 72,537	215
Benchmark - 4 Weeks Coupon Equivalent- Treasury Bill Rate								4.090%				



## City of Palestine, Texas Summary of Cash and Investment Activity For the Month Ending: September 30, 2025

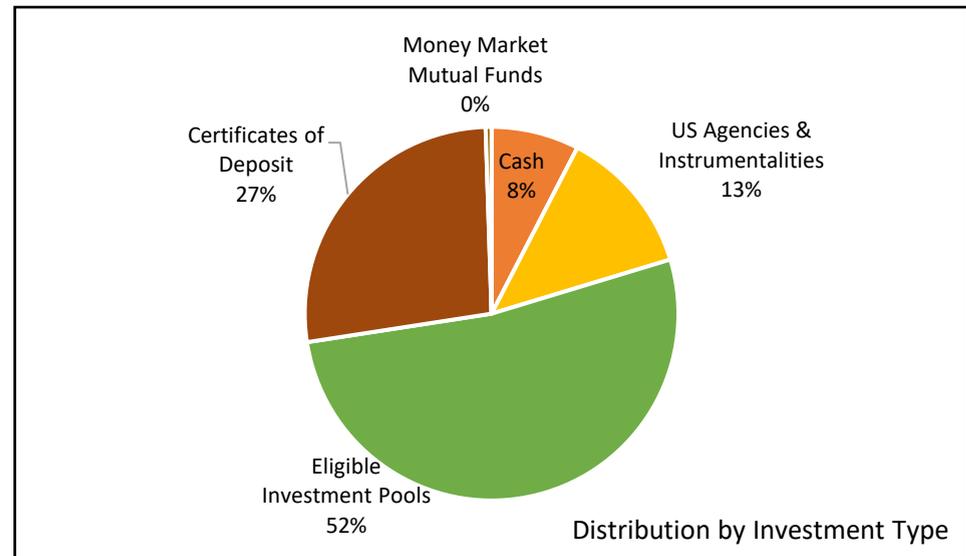
### Distribution by Maturity

	Par Value	Percent
1 to 30 days	\$24,381,442	60.5%
31 to 90 days	496,000	1.2%
91 to 180 days	248,000	0.6%
181 days to 1 year	1,000,000	2.5%
1 to 2 years	7,738,000	19.2%
More than 2 years	6,427,000	16.0%
	\$ 40,290,442	100.0%



### Distribution by Investment Type

	Book Value	Percent
Cash	\$2,983,494	7.4%
US Agencies & Instrumentalities	5,000,000	12.4%
Eligible Investment Pools	20,525,807	50.9%
Certificates of Deposit	10,579,856	26.3%
US Treasury Bills / Notes / Bonds	1,000,000	2.5%
Money Market Mutual Funds	201,286	0.5%
Repurchase Agreements	-	0.0%
	\$40,290,442	100.0%





**City of Palestine, Texas**  
**Cash and Investment Distribution by Fund**  
**For the Month Ending: September 30, 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	\$ 3,082,834	\$ 394,867	\$ 766,860	\$ 152,310	\$ 28,443	\$ 17,292	33,702
FNC/Pershing	Cash, Money Funds, & Bank Dep.	\$ 69,878	\$ 8,950	\$ 83,944	\$ 3,452	\$ 645	\$ 392	764
CD's	Certificates of Deposit	\$ 5,228,172	\$ 669,655	\$ 1,549,516	\$ 258,302	\$ 48,237	\$ 29,326	57,155
Total of Investments		8,380,884	1,073,473	2,400,319	414,064	77,325	47,010	91,621
Cash		867,828	696,878	42,876	8,007	4,868	9,487	12,303
Total Investments & Cash		9,248,712	1,770,351	2,443,195	422,071	82,192	56,497	103,924

Transaction Information		253	260	270	271	280	281	290
Description	Security Type	YOUTH DIVERSION FUND	PD FORFEITURE FUND	COMMUNITY	PERPETUAL	GRANTS	RESTRICTED	STREET MAINT.
TexSTAR	Investment Pool	15,970	43,705	311,671	7,610	(622)	-	563,890
FNC/Pershing	Cash, Money Funds, & Bank Dep.	362	991	7,065	172	(14)	-	12,782
CD's	Certificates of Deposit	27,084	74,119	528,562	12,906	(1,055)	-	956,301
Total of Investments		43,416	118,815	847,297	20,688	(1,692)	-	1,532,973
Cash		4,496	2,142	111,157	(175)	-	-	158,737
Total Investments & Cash		47,912	120,957	958,454	20,513	(1,692)	\$ -	\$ 1,691,710

Transaction Information		310	400	610	620	740	770	TOTAL
Description	Security Type	DEBT SERVICE FUND	GENERAL CIP FUND	W/WW UTILITY	SANITATION	EQUIPMENT	FLEET FUND	
TexSTAR	Investment Pool	(478)	6,381,033	8,993,481	(266,409)	-	(353)	20,509,836
FNC/Pershing	Cash, Money Funds, & Bank Dep.	(11)	4,042	13,919	(6,039)	-	(8)	200,924
CD's	Certificates of Deposit	(811)	1,131,720	1,041,397	(451,802)	-	(599)	11,131,098
Total of Investments		(1,300)	7,516,795	10,048,797	(724,249)	-	(961)	31,841,858
Cash		87,736	(99)	172,862	(74,995)	(135)	50,195	2,149,672
Total Investments & Cash		86,437	\$ 7,516,695	\$ 10,221,659	\$ (799,244)	\$ (135)	\$ 49,234	\$ 33,991,531



**City of Palestine, Texas**  
**Summary of Investment Earnings by Fund**  
**For the Month Ending: September 30, 2025**

Description	010	200	215	240	250	251	252
	GENERAL FUND	HOTEL OCCUPANCY TAX	PALESTINE ECONOMIC DEV. CORP. (PEDC)	AIRPORT	MUNICIPAL COURT - BLDG SECURITY FUND	MUNICIPAL COURT - TECH. FUND	MUNICIPAL COURT - CHILD SAFETY FEES
Bank Interest	904.49	115.85	593.14	44.69	8.35	5.07	9.89
TexSTAR	10,638.00	1,362.58	2,646.22	525.58	98.15	59.67	116.30
FNC/Pershing	-	-	-	-	-	-	-
CD's	17,945.33	2,298.54	5,398.19	886.60	165.57	100.66	196.18
<b>Total</b>	<b>29,487.83</b>	<b>3,776.97</b>	<b>8,637.55</b>	<b>1,456.87</b>	<b>272.06</b>	<b>165.40</b>	<b>\$ 322.36</b>

Description	253	260	270	271	280	281	290
	YOUTH DIVERSION FUND	PD FORFEITURE FUND	COMMUNITY	PERPETUAL	GRANTS	RESTRICTED	STREET MAINT.
Bank Interest	4.69	12.82	91.44	2.23	(0.18)	-	165.44
TexSTAR	55.11	150.81	1,075.49	26.26	(2.15)	-	1,945.83
FNC/Pershing	-	-	-	-	-	-	-
CD's	92.96	254.41	1,814.25	44.30	(3.62)	-	3,282.43
<b>Total</b>	<b>152.76</b>	<b>418.05</b>	<b>2,981.18</b>	<b>72.79</b>	<b>(5.95)</b>	<b>-</b>	<b>5,393.71</b>

Description	310	400	610	620	740	770	TOTAL
	DEBT SERVICE FUND	GENERAL CIP FUND	W/WW UTILITY	SANITATION FUND	EQUIPMENT	FLEET FUND	
Bank Interest	(0.14)	52.32	180.17	(78.16)	-	(0.10)	2,112.00
TexSTAR	(1.65)	22,018.68	31,034.37	(919.30)	-	(1.22)	70,828.72
FNC/Pershing	-	-	-	-	-	-	-
CD's	(2.78)	1,719.03	3,574.52	(1,550.78)	-	(2.06)	36,213.74
<b>Total</b>	<b>(4.57)</b>	<b>\$ 23,790.02</b>	<b>\$ 34,789.05</b>	<b>\$ (2,548.24)</b>	<b>\$ -</b>	<b>\$ (3.38)</b>	<b>\$ 109,154.46</b>

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: November 10, 2025  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Development Services Report for October 2025  
Date Submitted: 10/30/2025

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**SUMMARY:**

Development Services monthly report for October 2025.

**RECOMMENDED ACTION:**

No action necessary.

**CITY MANAGER APPROVAL:**

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**Attachments**

Department Report



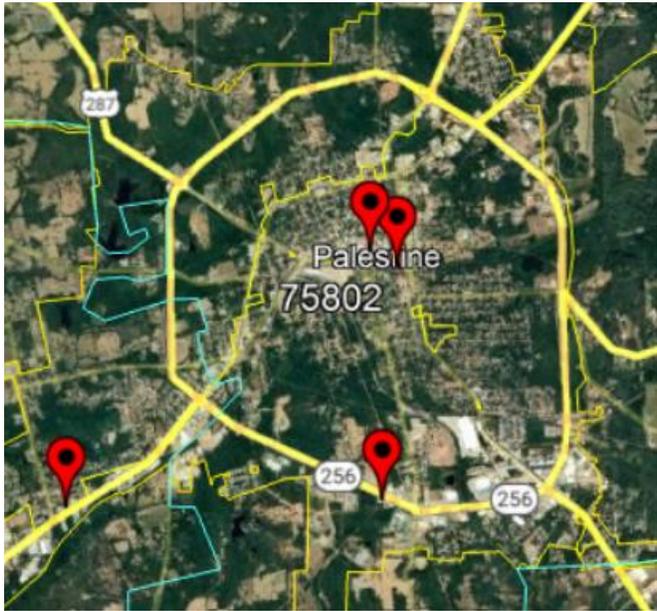
**DEVELOPMENT SERVICES DEPARTMENT  
ACTIVITIES REPORT  
OCTOBER 1-31, 2025**

**PERMITTING TOTALS**

**BUILDING and LICENSE PERMITS**

Permit Type	September Permit Count	September Permit Fees	Permit Count / Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	7	\$4,244.58	7	\$4,244.58
CERTIFICATE OF OCCUPANCY	4	\$280	4	\$280
DRIVEWAY	2	\$100	2	\$100
FENCE	0	\$0	0	\$0
ROOFING	3	\$841.26	3	\$841.26
DEMOLITION	2	\$150	2	\$150
RIGHT OF WAY	0	\$0	0	\$0
COMMERCIAL ELECTRICAL	1	\$0	1	\$0
RESIDENTIAL ELECTRICAL	13	\$1,596	13	\$1,596
MECHANICAL	1	\$105	1	\$105
GAS TEST	9	\$945	9	\$945
PLUMBING	4	\$315	4	\$315
SIGN	1	\$278.30	1	\$278.30
SPECIFIC USE	0	\$0	0	\$0
CONTRACTOR LICENSE	6	\$750	6	\$750
HEALTH PERMITS	22	\$2,525	22	\$2,525
ZONING VERIFICATION LETTERS	0	\$0	0	\$0
PLAT	0	\$0	0	\$0
COMMERCIAL FILMING	0	\$0	0	\$0
VARIANCE APPLICATION	1	\$150	1	\$150
<b>Totals:</b>	<b>76</b>	<b>\$14,805.14</b>	<b>76</b>	<b>\$14,805.14</b>

CERTIFICATE OF OCCUPANCY ISSUED Name	Address	Description
THE STORAGE PLACE	3302 S LOOP 256	CHANGE OF OWNER ONLY
THE STORAGE PLACE	4001 W OAK ST	CHANGE OF OWNER ONLY
SIX J PROPERTIES	330 E SPRING ST STE C	CLEAN AND SHOW ONLY
HILL COUNTRY CURATED GOODS	101 W OAK ST	BOUTIQUE

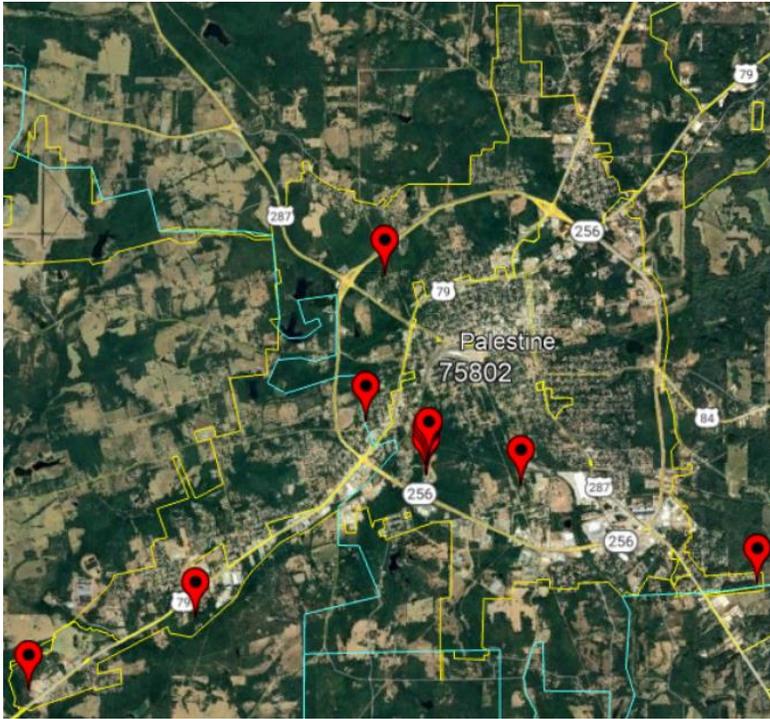


**PERMITTING PROJECTS / NEW BUSINESS OCCUPANCIES**

**RESIDENTIAL CONSTRUCTION IN PROGRESS**

Address	Square Feet	Estimated Value
404 Cedarvale	4400	\$200,000
5475 W Oak St	Unknown	\$150,000
112 Cartmell Dr	2627	\$222,700
1524 W Alabama St	4304	\$425,000
1613 S Magnolia St-Duplex	4800	\$200,000
103 Holly Tree	3970	\$275,000
120 Cartmell Dr	2621	\$225,000
106 Cartmell Dr	2618	\$225,000
119 Cartmell Dr	2607	\$224,000
201 Victory St	2004	\$80,000

**Total** **\$2,226,700**



**COMMERCIAL CONSTRUCTION UNDER REVIEW**

Name	Address	Description
REDEEMED CHRISTIAN CHURCH OF GOD	4101 N LOOP 256	NEW BUILD CHURCH
AZINO LLC	409 E PALESTINE AVENUE	CIVIL REVIEW FOR FUTURE PROJECT

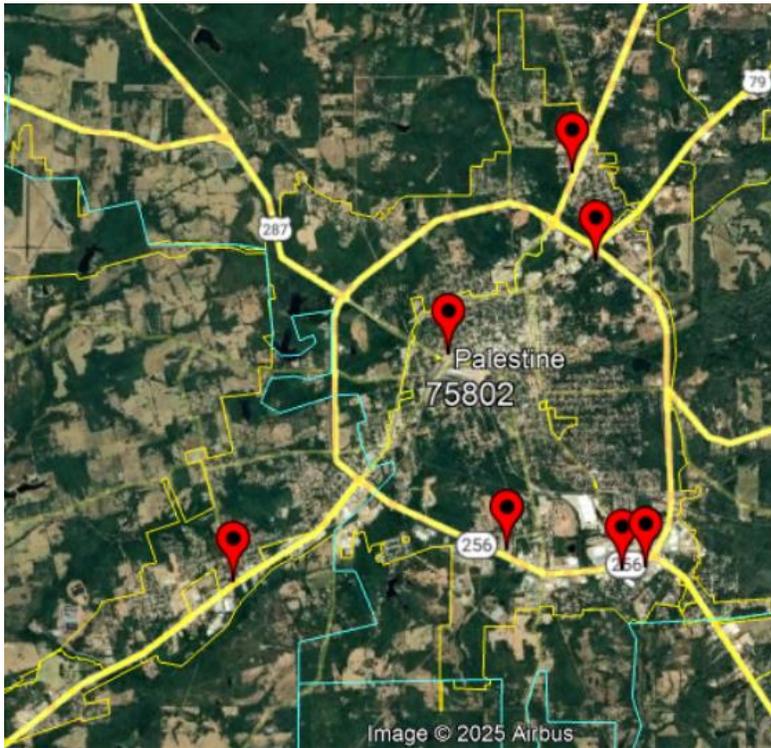
**BUREAU VERITAS SUBMISSIONS**

Project	Status
AZINO LLC	IN REVIEW-AWAITING COMMENTS OR APPROVAL
ROBERT DALE	IN REVIEW- AWAITING COMMENTS OR APPROVAL

**COMMERCIAL CONSTRUCTION IN PROGRESS**

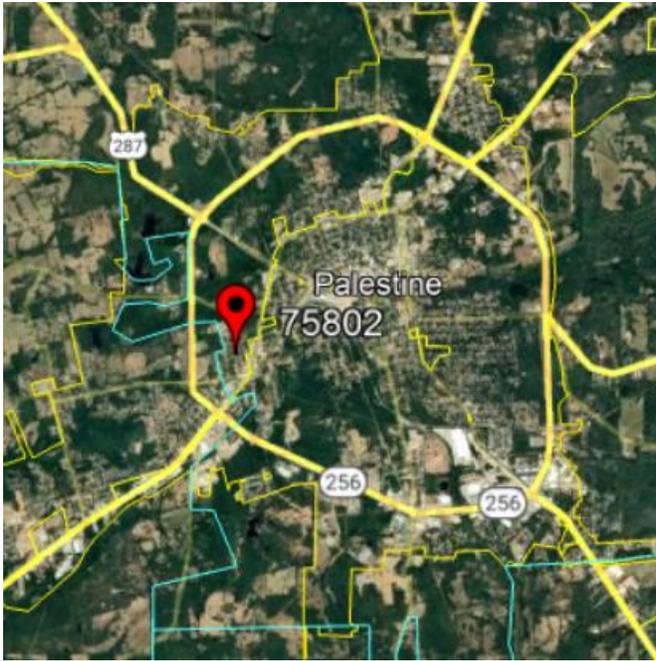
Name	Address	Description	Valuation
ELLIOT CDJR	2321 HWY 155	Car Dealership	\$3,500,000
PALESTINE SPECIALTY HOSPITAL	3201 S LOOP 256	Medical Services	\$15,000,000

DOGWOOD CAFE	917 W DEBARD ST.	Remodel-Finish out	\$150,000
BRAKES PLUS	2214 S LOOP 256	CAR REPAIRS SHOP	\$1,500,000
ATWOODS RANCH AND HOME	804 E NEWMAN ST	RANCH AND HOME STORE	\$5,000,000
LUCKY DUCK LAUNDROMAT	4205 W OAK ST	LAUNDROMAT	\$200,000
LAYNE'S CHICKEN FINGERS	2090 S LOOP 256	FOOD ESTABLISHMENT	\$2,000,000
<b>TOTAL:</b>			<b>\$27,350,000</b>



## DEMOLITIONS

OWNER/CITY DEMOLISHED	ADDRESS
OWNER DEMOLISHED	208 CALLIER ST



## 2025 DEMOLITION SUMMARY

OWNER DEMOLISHED	CITY DEMOLISHED	ACTIVE DEMO PERMITS	REHABILITATED PROPERTIES
813 COTTAGE	108 FIFTH	508 BURKITT	1103 N QUEEN
1600 ALABAMA	1523 ROBERTS	208 CALLIER ST	817 N ESPLANADE
913 N JACKSON	1207 E PARK		904 S. MAGNOLIA
714 COURT DR	712 HEAD		715 N SYCANORE
1205 DEBARD	909 CAMPBELL		801 N SYCAMORE
120 CROCKETT RD			905 W REAGAN
603 GIRAUD			
508 BURKITT ST			
205 CALLIER ST			



**CODE VIOLATIONS – Code Violations for October 2025**

<b>Maintenance Property</b>	<b>5</b>
<b>Trash/Rubbish</b>	<b>8</b>
<b>Tall Weeds &amp; Grass</b>	<b>30</b>
<b>Vehicles/Trl</b>	<b>21</b>
<b>Other Violations</b>	<b>31</b>
<b>Substandard</b>	<b>4</b>
<b>Illegal Dumping Sites</b>	<b>7</b>
<b>Estimated Total Weight Removed</b>	<b>405</b>
<b>Total Violations Observed</b>	<b>106</b>
<b>Violation Status</b>	
<b>Compliance</b>	<b>58</b>
<b>Non-Compliance</b>	<b>25</b>
<b>Community Hours Worked</b>	<b>0</b>
<b>Municipal Court Filings</b>	<b>1</b>



Agenda Date: November 10, 2025  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: October 2025 Municipal Court Monthly Report  
Date Submitted: 11/04/2025

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**SUMMARY:**

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

- October's volume (charges filed) and revenue increased from the start of the previous fiscal year, as shown in the attached activity graphs.
- 103 warrants were issued.
- 100 warrants were cleared.
- 1 trial was conducted.

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

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**Attachments**

October 2025 Monthly Report

**City of Palestine**  
**Official Municipal Court Monthly Report**  
**Month of October 2025**

		Traffic Misdemeanors		Non-Traffic Misdemeanors		Total
		Non-Parking	Parking	State Law	Ordinance	
1	<b>New Cases Filed During Month</b>	192	0	47	19	258
<b><u>Caseload Reporting - Primary Activity of the Court</u></b>						
2	<b><u>Dispositions Prior to Trial:</u></b>					
A	Bonds Forfeited	0	0	0	0	0
B	Fined	49	0	24	7	80
C	Cases Dismissed	3	0	0	1	4
	<b>Total Dispositions Prior to Trial</b>	52	0	24	8	84
3	<b><u>Dispositions at Trial:</u></b>					
A	Plea of Guilty or Nolo Contendere	84	1	14	10	109
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	3	0	1	4	8
	<b>Total Dispositions at Trial</b>	87	1	15	14	117
4	<b><u>Cases Dismissed:</u></b>					
A	After Driver Safety Course	11	0	0	0	11
B	After Deferred Disposition	12	0	0	0	12
C	After Proof of Financial Responsibility	5	0	0	0	5
D	Compliance Dismissal	23	0	3	1	27
	<b>Total Categorized Dismissals</b>	51	0	3	1	55
5	<b><u>Community Service Ordered:</u></b>	0	0	6	0	6
6	<b><u>Cases Appealed</u></b>	0	0	0	0	0
	<b>Totals 2,3,4,5</b>	190	1	48	23	262

**Warrant Activity**

7	<b><u>Total Warrants Issued</u></b>	103		<b><u>Value of Warrants Issued</u></b>	\$32,856.00
8	<b><u>Total Warrants Cleared</u></b>	100		<b><u>Value of Warrants Cleared</u></b>	\$40,135.22

**Juvenile Activity and Other Magistrate Functions**

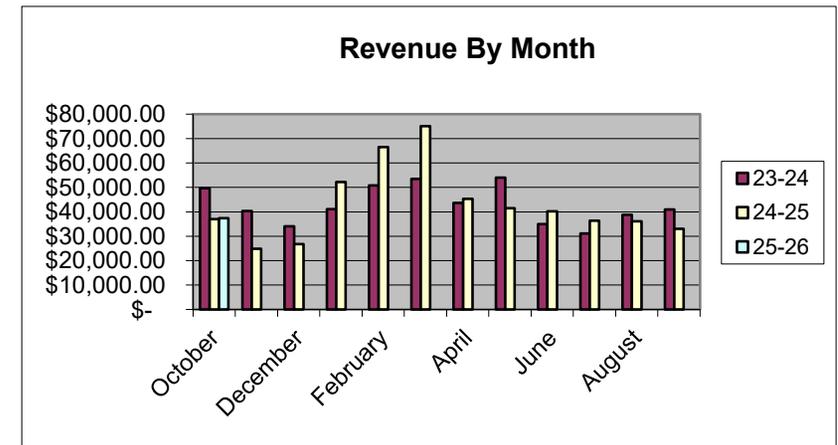
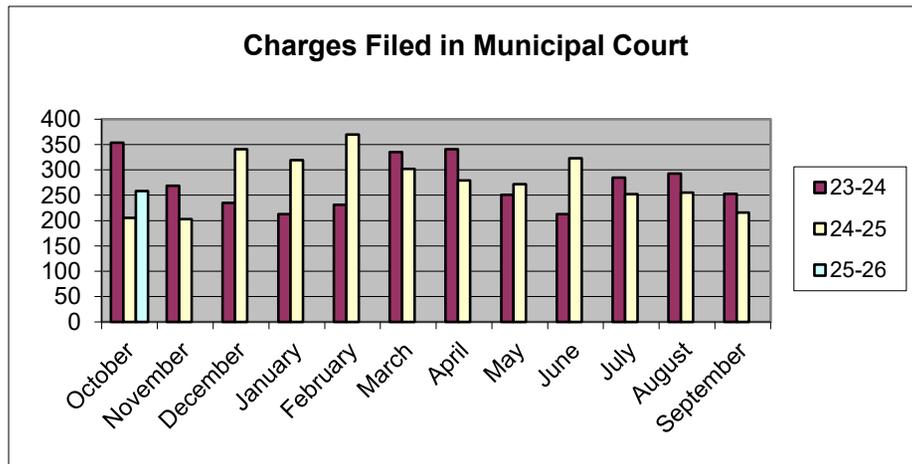
9	<b><u>Juvenile Activity</u></b>				
				10. DL Suspension Hearings	0
A	ABC Code Offenses (Non-Driving)	2		11. Property Hearings	0
B	DUI Alcohol	0		12. Search Warrants Issued	0
C	Health and Safety Code (Tobacco)	8		13. Total Magistrate Warnings Given	65
D	Transportation Code	4		A. Class C Misdemeanors Only	65
E	Non-Traffic Offenses	0		B. Felonies/A and B Misdemeanors	0
F	Waive Jurisdiction on Non-Traffic	0			
G	Drug Paraphernalia	1		<b>Total Court Fines and Fees</b>	<b>\$ 37,410.74</b>

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

## City of Palestine Municipal Court Activity Report - FY 2025 - 2026

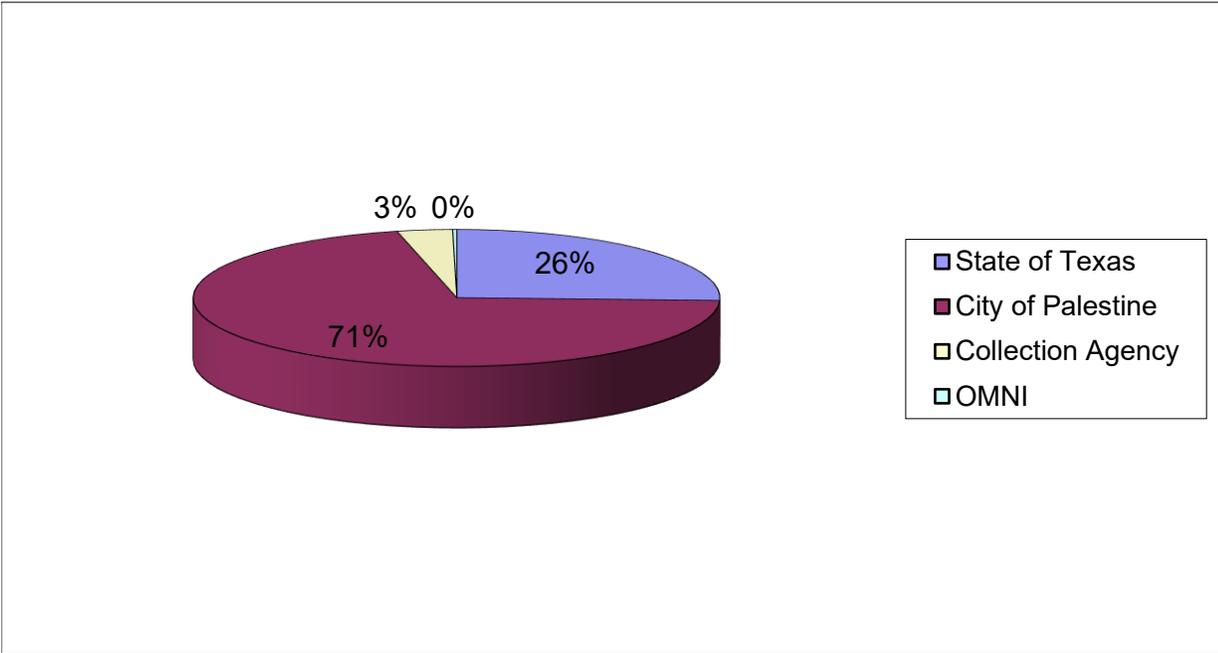
<b>Charges Filed</b>			
<b>All Tickets and Other Complaints</b>			
	23-24	24-25	25-26
October	354	205	258
November	269	203	
December	235	341	
January	213	319	
February	231	370	
March	335	302	
April	341	279	
May	251	272	
June	213	323	
July	285	252	
August	293	255	
September	253	216	
<b>Total</b>	<b>3273</b>	<b>3337</b>	<b>258</b>

<b>Revenue</b>			
	23-24	24-25	25-26
October	\$ 49,619.84	\$ 37,033.64	\$ 37,410.74
November	\$ 40,377.93	\$ 24,876.73	
December	\$ 34,022.00	\$ 26,746.80	
January	\$ 41,034.04	\$ 52,154.53	
February	\$ 50,782.19	\$ 66,477.73	
March	\$ 53,497.58	\$ 75,060.85	
April	\$ 43,584.43	\$ 45,311.31	
May	\$ 54,059.13	\$ 41,414.23	
June	\$ 34,928.90	\$ 40,151.34	
July	\$ 31,068.54	\$ 36,402.80	
August	\$ 38,726.26	\$ 36,083.76	
September	\$ 40,918.55	\$ 33,088.74	
<b>Total</b>	<b>\$ 512,619.39</b>	<b>\$ 514,802.46</b>	<b>\$ 37,410.74</b>



## Where the Money Goes:

State of Texas	\$	9,596.82
City of Palestine	\$	26,447.24
Collection Agency	\$	1,270.10
OMNI	\$	96.58
<b>Total Collections</b>	<b>\$</b>	<b>37,410.74</b>





Agenda Date: November 10, 2025  
To: City Council  
From: Patsy Smith, Parks and Recreation Director  
Agenda Item: October 2025 Parks and Recreation/Facility Maintenance Monthly Report  
Date Submitted: 10/30/2025

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**SUMMARY:**

October 2025 Parks and Recreation/Facility Maintenance Monthly Report

**RECOMMENDED ACTION:**

No action is required.

**CITY MANAGER APPROVAL:**

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**Attachments**

Oct Monthly 2025

# Parks and Recreation Department

## October 2025

### Overview

The Parks and Recreation Department incorporates the following divisions.

Parks  
Cemeteries  
Lakes  
Facilities Maintenance

The department includes 9 full time employees. The division oversees 38 individual locations totaling approximately 400 acres that are mowed and weeded. 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
- Director reached out to Casey to see about putting out a post on Facebook to advise public that splash pad was officially closed
- Director turned off controller to splash pad and showed two parks employees how to winterize the splash pad for winter
- Director jumped started unit #7 so it could be towed out of warehouse yard by purchaser, copy of receipt was obtained
- Director made 11 phone calls to patrons wishing to schedule a time to pickup their merchandise purchased from auction
- Director assisted patron with obtaining a key to the mini excavator they purchased in auction
- Called and spoke to John Walsh regarding comprehensive plan for the city which includes parks
- Director met with patron who purchased lot #2 from auction, copy of receipt obtained
- Director completed September monthly report for Council for Oct. 27
- Director changed air filter in warehouse and blew out line in system to try and stop water from leaking, ended up calling Henry AC
- Director met with Daniel from Peace of Mind regarding gate not working properly found that the loop connector appears to be damaged, will see if has part
- Met with 9 patrons who wished to pickup auction items
- Director met with Finance Director to get him to sign titles to vehicles sold at auction
- Emailed 4 patrons advising them the titles were not signed and to mail them back to me so we could properly do paperwork

- Director showed facilities how to use a battery grinder to cut a plate off the kitchen door
- Director installed skirting, and majority of decorations for council float, then had Casey to finish at parade
- Director began installing new wire and lights on 6<sup>th</sup> piece of Christmas train
- Director cut up large box from Christmas delivery so it could be disposed of properly
- Director met with buyer for water meters at warehouse so he could get loaded up on tractor trailer
- Director met with foreman and 1 parks guy at swimming pool and I instructed them on how to properly vacuum pool and emptying skimmer baskets
- Director met with steering committee 10-9 city hall 10 am
- Director met with CM regarding swimming pool and statistics I was able to put together advised to be apart of council meeting in closed session Oct. 14
- Director met with entire parks crew and I instructed them on how to put pool cover over pool and secure
- Director called and spoke to Ernie with Aqua Rec and advised I would need their assistance this winter to help train the foreman and 1 parks guy on pool
- Director did check the pump and chlorinator and made sure we were good for the weekend
- Director spoke to Alison from USA Management to see about doing a turnkey for pool management for 2026
- Director called and spoke to Joel with PMI pool management to get proposal for 2026 swim year
- Director spoke with Charles with Aquatic Management to also obtain a pool proposal for 2026 swim year
- Director attended council on Oct. 14
- Director met with Christi with Humbug Lights out of Tyler to get proposal for decorating city hall and library
- Director called Donna with Estes deliveries to schedule a time for a delivery to warehouse
- Director met with Daniel from Peace of Mind at swimming pool to get quote for 4 additional cameras
- Director met with locksmith at pool to get new locks installed on two doors in pump room
- Director signed contract for sheetrock replacement at fire 3
- Director met with City Secretary to get certificate of appreciation completed for Ron Strominger
- Director attended GIS mapping for cemeteries
- Director completed a spreadsheet with photos of pool inventory
- Director met with Nelson to get bid for repair of brick entrance to fleet that was damaged during accident
- Director made phone contact with Celin Rolondo Ayestas regarding title to vehicle not being signed advised to mail to me and I would take care of and have mailed back

- Sent email to Cindy with YMCA to set a date and time for them to get items removed from pool area that belongs to them
- Director met with Development Services to discuss placing mapping of cemeteries on agenda to discuss rolling out to public by November meeting
- Director was able to finish last piece of Christmas train to get new bulbs and wire
- Director contacted Henry AC to look at ac unit fire 1
- Director contacted Henry AC to look at ac unit visitor center
- Director put new wire and bulbs on Christmas Angel
- Made contact with Mike Searcy regarding him needing 10 tables and 80 chairs for the rodeo kickoff
- Sent Ernie with Aqua Rec the signed water management agreement for this winter awaiting final copy
- Spoke to Taylor Turnbull regarding damage to a gravesite at city cemetery will address with foreman and staff
- Director did inventory of uniforms and made list of items to purchase and gave to facilities to order at Great American
- Director reached out to Holly with Redbud to order more coveralls and winter jackets
- Created PO for two new scag mowers for new budget year
- Went and picked up 6 mums from Braly's and pansy packs from lowes
- Showed facilities how to plant mums and flowers in planters at front of city hall
- Called J&K Electrical regarding wires stripped at fire 3 due to sheetrock replacement and to move wiring for stove
- Called J&K Electrical to move light on multi use court due to complaints on how it is blinding driving east on Reagan
- Met facilities at Reagan Park storage and showed him what bulbs to replace on Christmas strands for trees
- Director reached out to both garden clubs to see if they would attend Arbor Day celebration November 7<sup>th</sup>, 9 am Calhoun Park
- Emailed forestry to confirm they could be apart of Arbor Day on November 7<sup>th</sup>
- Reached out to City Secretary to see about getting proclamation completed for Arbor Day Celebration
- Attended meeting with Mike Searcy, Mary Ann, and Jackson Hanks regarding rebuilding area by visitor center
- Got supplies for cleaning lady at city hall
- Director completed cyber training
- Director called J&K Electrical about fixing 3 fans farmer's market due to storm damage
- Director called L&M Cleaning to get them scheduled to dry a rug at library that was soaked due to flooding in basement
- Director fixed two mums that had blown over during storm on Saturday
- Director attended council meeting on Monday 10-27
- Director went and check cemeteries and parks to see about fallen trees found one at Memorial, Easthill and Green's Park

- Took phone call from Michael with Ranger Heat and Air for bid on council ac unit for council chambers
- Sent list of amazon items needed for Veteran's Parade float to CM
- Director disassembled the hot pepper float so we can get ready to decorate for Veteran's
- Met with CM regarding pool proposals for 2026 year
- Attended zoom meeting with PEDC and Visitor Center on complex
- Reached out to USA pool management and PMI to get references and more detail in their proposals for pool
- Met with Mike in Streets to removal of stump library lawn and getting concrete slab removed
- Met with Peace of Mind to have gate worked on due to not closing properly
- Director assisted facilities with putting in new bulbs in Christmas stands for trees at Reagan Park
- Called Caleb Washburn with Total Exterior to get quote for new lights on City Hall, PD and Animal Control buildings
- Director made phone contact with Mary Ann at PEDC to get more clarification on Christmas decorations going downtown
- Received updated pool proposals from USA and PMI forwarded information to CM
- Director replaced two plugs on two snowflakes that will be used for city hall
- Director spliced wires on one snowflake to make more presentable was taped and tested
- Director took out all old blubs in snowflakes and currently waiting on new bulbs
- Attended zoom meeting for cemetery mapping
- Measured around farmer's market to get footage for swag to be put up for Christmas decorations
- Met with Susan from Development Services and Collen from sign shop to discuss having 6 signs completed for cemeteries with QR code
- Met with foreman after he had accident in work truck, took to drug check
- Spoke to CM on phone regarding proposal for new C9 Christmas lights being installed at city hall, pd and animal control building was given 5 year warranty on lights and cost was advised to move forward

*Goals: To place ADA equipment in all major parks.*

#### Parks

- **REPLACE BROKEN BORDERS WILLIE MYERS PARK**
- **SHADE CLOTH REAGAN PARK EQUIPMENT**
- **COMPLEX RENOVATIONS**

#### Lakes

- 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)**.
- Finish clearing creek bed on westside of cemetery
- Complete cemetery mapping for all areas

#### **Parks, Cemeteries, Lakes**

- Future Projects:
- Put up solar powered outdoor lights at Basketball court Greens Park (Will look at 2027)
- 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 2027)

PARKS MONTHLY REPORT OCTOBER 2025  
LOCATIONS MOWED

Calhoun Park x 2	Greens Park x 2
Crestline x 2	Fitzhugh Park x 2
Reagan Park x 2	Gateways x 2
Farmers Market x 2	Vaughn @ Crockett x 2
Spring Street x 2	Visitor Center x 2
Library x 2	Larry Street Park x 2
Mitchell Campbell x 2	Willie Myers x 2
Lorraine x 2	Phillips Park x 2
Inwood x 2	Veterans Park x 2
City Hall/PD x 2	TDCJ Monument x 2
Blue Lake x 2	Upper Lake x 2
Wolf Creek Lake x 2	Lower Lake x2
Statue Park x 2	Memorial Cemetery x1
Easthill Cemetery x1	City Cemetery x 1
Athletic Complex x 1	Steven Bennett x 1
PD Impound Yard x 1	City Barn x 1
Fire Station 4 x 2	Two Lots Between City/Easthill x 1

PARKS PROJECTS COMPLETED OCTOBER 2025

Parks Foreman did morning meeting with guys to go over opening and closing of restrooms and trash detail	Parks guys worked on a Saturday to remove fallen tree at Willie Myers as it was blocking the entrances to restrooms
Parks guys finished removing tree Willie Myers on Monday 10-6	Foreman met with logging company at Wolf Creek
Foreman called and met Nelson regarding installing second barrier for cemetery wall	Foreman met with Fastenal to get delivery of 4 pallets of water
Foreman reinstalled slide at Reagan Park after repair was completed	Foreman replaced faucet in women's restroom Larry Street Park
Foreman and 1 parks guy installed weedeater holders on 3 <sup>rd</sup> trailer	Foreman replaced pea trap and drain line at Public Works building
Foreman and 1 parks guy replaced batteries in auto flushers in women's restroom Reagan Park	Foreman called electrician to reinstall electrical box cover at museum due to criminal mischief
Foreman and 1 parks guy vacuumed the pool and cleaned skimmers	Parks guys installed pool cover on pool for winter
Parks guys removed safety rings and poles from pool deck and placed in storage	Parks guys removed dive boards from pool deck and took to warehouse
Parks employees attended safety meeting on 10-9 4 pm	Foreman met with J&K Electrical to discuss getting bid for generator for pool

Foreman and 1 parks guy began training with Aqua Rec for pool winterization	2 parks guys did complete inventory of pool area with photos
Foreman showed Zac from Utilities on how to operate man lift so they could paint building	Foreman installed weedeater racks on 4 <sup>th</sup> trailer
Foreman attended hot pepper festival meeting	2 parks guys filled in sunken grave for Shaver Hill City Cemetery
Parks guys filled in hole at Reagan Park	Foreman met with Nelson regarding back filling bridge
Parks guys trimmed out trees in middle of rose bushes at Railroad Museum	Foreman and 1 parks guy took 10 tables and 80 chairs to Redlands
1 parks guy dropped off barriers at John and Oak and Queen and Oak for Redlands	Foreman checked on pool several times due to auto filler not working properly
Foreman and 1 parks guy dug up leak in Reagan Park had to call Neches to do repair	Foreman completed his cyber training
Foreman and 1 parks guy filled in area of bridge at city to move progress along	Foreman made arrangements with Adult Probation for Hot Pepper Festival
Foreman and 1 parks guy filled in hole from water leak at Reagan	Parks guys placed barricades for Hot Pepper Festival and parade route
Parks guys placed trash barrels throughout downtown area with bags for festival	2 parks guys picked up 10 tables and 80 chairs from Redlands and put back in storage area
1 parks guy drove float during parade for council	Parks guys detailed their trucks for festival and parade
Foreman put new wood on bench at Green's Park	Foreman created a storage area for code at warehouse
Foreman and couple of parks guys assisted streets with road repair main and jackson	Parks guys picked up all barriers and trash barrels from festival area to include cones
Foreman met with Anthony from Aqua Rec to do training on pool	Parks guys removed fallen tree from Memorial Cemetery
Foreman met with Atmos at pool to discuss line for generator	1 parks guy repaired bench from library and installed small plaques back on bench
Parks guys removed fallen tree Easthill	Foreman poured concrete pad for compressor warehouse
Parks guys filled in sunken graves Memorial	Parks guys repaired hog damage Memorial

MAJOR ISSUES WHERE CONTRACTORS USED

Clear Choice Glass fixed gaps in glass doors animal control building	Neches Plumbing fixed leak Reagan Park
Henry AC repaired ac unit fire 1 and visitor center	Neches plumbing replaced faucet Larry Street men's restroom
Calvery Construction replaced sheetrock fire 3	J&K Electrical repaired fans Farmer's Market due to storm damage

SAFETY ISSUES

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Rentals and Special Events

Rentals:

Facilities	Number of Rentals
Pavilion Rentals	9
Pavilion Non-Payment/Cancelled	
Athletic Fields (Mitchell Campbell/Calhoun)	
Total Rentals Paid	9
Refunds Given	
Total Revenue Collected	\$315

Activities:

Special Events:

## Facility Maintenance Projects Completed OCTOBER 2025

- Took boxes of trash bags to city hall customer service several times
- Met company called Down Under who picked up 4 vehicles from auction
- Met welder at Reagan storage to have new metal doors installed for security purposes
- Purchased new pad locks and installed at pool gates
- Met with director to learn how to input a PO
- Met with Ranger Heat and Air to obtain bid for AC replacement council chambers
- Met with Mike from YMCA to get copy of keys to electrical boxes Steven Bennett
- Met with patron who was picking up 3 vehicles from auction
- Made copies of keys for security gates Reagan and gave to director and foreman
- Dropped off 3 trash cans at VFW for special event they were doing
- Met with director to get approval on bid for sheetrock removal and installation fire 3
- Picked up trash cans from Willie Myers Park after getting phone complaint that an unknown person had flipped all the cans over
- Picked up trash barrels from VFW
- Took Lysol and air fresh to city admin at her request
- Put out barricades for 2 block parties for national night out
- Made 3 call backs to citizens who wished to schedule pickup on auction items
- Met with director who showed me how to use a grinder to remove a plate from door
- Changed out light bulbs in court admin office
- Went to PEDC to pickup items no longer needed placed in auction warehouse
- Picked up trash and cans at Reagan Park after getting a phone complaint that a dog had turned over cans
- Met with cleaning lady from city hall and got her supplies
- Went to visitor center and removed old soap dispenser and installed new one
- Went and checked door visitor center due to door slamming
- Dropped off welcome bags to visitor center
- Picked up barriers from National Night Our block parties
- Took weedeater and a blower to parks guys in field
- Dropped off fans to Pd to help with air flow while walls are being stripped
- Met Calvary Construction fire 3 so they can begin work on sheetrock replacement
- Assisted director with changing out bulbs on strands of lights for Christmas trees
- Changed out bulbs in Development Services office
- Went to city hall to check ice maker
- Took supplies to city hall
- Dropped off 10 tables and 25 chairs to Curious Museum
- Completed online cyber training
- Took small and large trash bags to cleaning lady city hall
- Met with Clear Choice to get gaps fixed in glass doors animal control building

- Went back to city hall to check ice maker ice was being produced found no leaks coming from machine
- Dropped off 3 cases of clear bags to public works
- Picked up table and chairs from Curious Museum
- Took Santa drop box and cloths rack to visitor center
- Got list of uniforms needed for Great American T-shirts and placed order
- Hosed off tables and drive area farmer's market after Lions club did fish fry
- Unloaded pallet of clear bags in storage area of warehouse
- Assisted director in planting flowers and plants in planters city hall
- Met with Asst. Fire Chief fire 4 to discuss getting sheetrock replaced due to mold
- Called sheetrock contractor to get quote fire 4
- Met with George Torma for bid for ac unit city hall council chambers
- Took 6 boxes of completed lights back to storage Reagan and brought back 4 more boxes
- Met sheetrock contractor at fire 4 got bid advised to move forward
- Met with auditor's office at warehouse so they could pickup vehicle from auction
- Assisted parks guys with dropping off tables and chairs Redlands
- Went and turned off sprinklers library
- Called contractor to look at door sweep library
- Reached out to door company to look at roll up door public works
- Reached out to M&M Pest Control to place rat bait stations city hall and visitor center



Agenda Date: November 10, 2025

To: City Council

From: April Jackson, City Secretary

Agenda Item: Approval of Contract with ETEX for Fiber Internet Lines at the Police Department and City Pool

Date Submitted: 11/04/2025

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**SUMMARY:**

This item authorizes the installation of two new fiber internet lines—one for the City Pool, which the City will begin operating during the next swim season, and one dedicated line for the Police Department to ensure compliance with new CJIS regulations for accessing the TLETS system to research driving and criminal records.

The monthly cost is \$179.95 per line through ETEX (two lines total). ETEX has provided reliable internet connectivity and secure service for the City, along with excellent customer support when issues arise. The attached contract covers all City facilities, with the only changes affecting the Police Department and the City Pool. The new contract term is four (4) years.

**RECOMMENDED ACTION:**

Staff recommends approval as presented.

**CITY MANAGER APPROVAL:**

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**Attachments**

Contract



Created Date 11/4/2025  
 Expiration Date 12/4/2025  
 Quote Number 00004174

Contract Start Date 11/4/2025  
 Term (Months) 48

Tax ID:

Authorized Account User(S)  
 Individual or Business name (Please refer to CPNI PIN Codes and  
 Authorized Users in Terms & Conditions)

CPNI 4 DIGIT PIN CODE:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Prepared By Brett Frase  
 Email bfrase@etexfiber.net

Contact Name Andrew Sibai  
 Contact Title Senior Accountant/IT  
 Contact Email [asibai@palestine-tx.org](mailto:asibai@palestine-tx.org)  
 Contact Phone 903.731.8403

Bill To Name City of Palestine  
 Bill To 504 North Queen Street  
 Palestine, TX 75801  
 United States

ServiceTo Name City of Palestine  
 Service To 504 North Queen Street  
 Palestine, TX 75801  
 United States

Product	Line Item Description	List Price	Quantity	Total Price
1 GB x 1 GB	Fiber Internet Access	\$1,700.00	1.00	\$1,700.00
350 Mbps x 100 Mbps	new circuits for City Pool & PD	\$179.95	2.00	\$359.90
500Mbps x 500Mbps Transport	All FDs, Public Works, PEDC/PD South, Parks Dept	\$400.00	8.00	\$3,200.00
500Mbps x 500Mbps Transport	Visitor's Center, Waste Water 1&2, Water Plant	\$400.00	4.00	\$1,600.00
800#		\$5.00	1.00	\$5.00
Additional Lines Per		\$30.00	7.00	\$210.00
Business Phone Single		\$36.90	1.00	\$36.90
PRI		\$0.00	1.00	\$500.00
PRI		\$0.00	2.00	\$0.00

Monthly Recurring \$7,611.80  
 Non Recurring \$0.00

Subtotal \$7,611.80  
 Discount 0.00%  
 Total Price \$7,611.80

Pricing shown does not include applicable taxes and surcharges.



May vary depending on location.

Grand Total \$7,611.80

### Construction Consent (For Building Owner Only)

I (Customer) authorize conduit placement and/or passive construction

I (Customer) am not the building owner

Special Instructions:

### **Terms & Conditions**

This Agreement shall be in effect for an initial term of Number of Months specified above. If Customer terminates this Agreement, or any part thereof, prior to the end of the current term they shall pay to ETEX an amount equal to the average monthly amount billed to them for each month remaining in the current term. This Agreement shall be effective as of the Contract Start Date specified above and shall be in effect for an initial term commencing on the date that services are activated in Customer's area and continuing thereafter for the Number of Months specified above. Etex will notify Customer of the date that services are activated in Customer's area.

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

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

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

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

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

As an Etex customer, it is forbidden to use Etex's services for unlawful purposes such as originating and/or otherwise transmitting calls that violate laws that restrict robocalls or other telemarketing calls, including the federal Telephone Consumer Protection Act ("TCPA") and/or the



Pallone-Thune Telephone Robocall Abuse Criminal Enforcement and Deterrence Act ("TRACED Act") and/or the rules promulgated pursuant to these statutes. Etex may, at its sole discretion, suspend or terminate your service immediately, among other remedies for violations of the law.

To become more familiar with the TCPA and TRACED Act, please see the following links:

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

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

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

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

#### **CPNI PIN Codes and Authorized Users**

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

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

#### **Disclosures:**

We want to ensure you have a clear understanding of your Etex service and billing. Please read the following important information regarding your month-to-month billing.:

1. Recurring Charges
  1. You will be charged \$ \_\_\_\_\_ per month for
  2. This charge will automatically recur each month unless you change or cancel your service.
  3. An early termination fee (ETF) will apply if you end your contractual agreement early.
2. Billing & Payment
  1. Your monthly charge will be generated at the end of each month.
  2. Payment is due by the 16th or 25th of each month (depending on your bill cycle) to avoid service interruptions and late fees.
3. Cancellation Policy
  1. You may cancel at any time, however if you choose to end your contractual agreement early, ETF fees will apply.
  2. To cancel, simply contact us by calling 903-797-SALE or by emailing [sales@etexfiber.net](mailto:sales@etexfiber.net)
  3. Our cancellation process is simple and only requires you to verify CPNI information and return any equipment owned by Etex.

#### **Signatures**

Authorized Signer

Date Signed

Etex Signature

Date Signed



Agenda Date: November 10, 2025  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Ordinance Amending Section 10-1 Related to Alcoholic Beverage Permit Fees  
Date Submitted: 11/03/2025

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**SUMMARY:**

During the 89th Regular Session, the Texas Legislature enacted Senate Bill 1008, codified in Section 437.01235 of the Texas Health and Safety Code, which took effect on September 1, 2025. This legislation prohibits municipalities from charging a local alcoholic beverage permit fee to food establishments that have already paid a health permit fee under Chapter 437 of the Texas Health and Safety Code.

The proposed amendment adds the following provision to Section 10-1 of the Code of Ordinances: *“The city shall not charge a fee under this section for a premises that is a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment that has paid a permit fee to the City, the County, or a public health district under Chapter 437 of the Texas Health and Safety Code.”*

This change ensures the City’s regulations comply with current state law and prevent duplicate fees for qualifying food establishments.

**RECOMMENDED ACTION:**

Staff recommends approval of the ordinance as presented.

**CITY MANAGER APPROVAL:**

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**Attachments**

Ordinance

**ORDINANCE NO. O- -25**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AMENDING SECTION 10-1, FEES FOR PERMITS OR LICENSES REQUIRED BY STATE, OF THE CODE OF ORDINANCES TO REFLECT CHANGES IN STATE LAW REGARDING FEES FOR ALCOHOLIC BEVERAGE PERMITS; PROVIDING FOR REPEALER, SEVERABILITY, PROPER NOTICE AND MEETING, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Palestine, Texas, has adopted Section 10-1 of the Code of Ordinances establishing a fee equal to one-half of the amount levied by the State of Texas for permits or licenses related to alcoholic beverages; and

**WHEREAS**, the Texas Legislature enacted Senate Bill 1008 during the 89th Regular Session, codified in Section 437.01235 of the Texas Health and Safety Code, effective September 1, 2025, which prohibits a municipality from charging a local alcoholic beverage permit fee to food establishments that have already paid a permit fee under Chapter 437 of the Texas Health and Safety Code; and

**WHEREAS**, the City Council finds it necessary to amend Section 10-1 of the Code of Ordinances to ensure compliance with state law.

**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.** Section 10-1, Fees for Permits or Licenses Required by State, 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 City Council of the City of Palestine, Texas hereby declares it would have enacted such remaining portions despite such invalidity.

**SECTION 5.** 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 27th day of October, 2025.

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MITCHELL JORDAN,  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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APRIL JACKSON,  
CITY SECRETARY

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REZZIN PULLUM,  
CITY ATTORNEY

DRAFT

## Exhibit A

### Sec. 10-1. - Fee for permits or licenses required by state.

The city council levies a fee in the amount of one-half of what is the amount levied by the state for permits or licenses required by the state for the use, sale, manufacture, possession, distribution, transportation, and consumption of alcoholic beverages in the state. If the amount levied by the state changes based on the number of times the permit has been renewed, the fee levied by this section shall be calculated based on the lowest amount levied by the state.

For future permits issued after the effective date of this section, the annual fee shall be paid upon issuance of the original permit, and will be renewed on the anniversary of the original issuance.

The city shall not charge a fee under this section for a premises that is a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment that has paid a permit fee to the City, the County, or a public health district under Chapter 437 of the Texas Health and Safety Code.



Agenda Date: November 10, 2025  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Ordinance Amending Residency Requirements for the Main Street Advisory Board  
Date Submitted: 11/03/2025

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**SUMMARY:**

On August 25, 2025, City Council approved an ordinance amending the residency requirements for all City boards and commissions. Those amendments removed eligibility for county residents to serve on the Tourism Advisory Board, Historic Landmarks Commission, Planning and Zoning Commission, Main Street Advisory Board, and Zoning Board of Adjustments and Appeals.

On October 27, 2025, Council approved an additional amendment reinstating eligibility for county residents to serve on the Tourism Advisory Board.

Staff now requests similar authorization to amend Section 2-178, Creation, Composition, Appointment of Members, of the Code of Ordinances to allow up to three (3) members of the Main Street Advisory Board to be residents of Anderson County but outside the city limits of Palestine.

**RECOMMENDED ACTION:**

Staff recommends approval of the ordinance as presented.

**CITY MANAGER APPROVAL:**

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**Attachments**

Ordinance

**ORDINANCE NO. O- -25**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE IV, “BOARDS, COMMITTEES, COMMISSIONS,” “DIVISION 10, “MAIN STREET ADVISORY BOARD,” SECTION 2-178, “CREATION, COMPOSITION, APPOINTMENT OF MEMBERS OF THE CODE OF ORDINANCES RELATED TO RESIDENCY REQUIREMENTS FOR THE TOURISM ADVISORY BOARD; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, PROPER NOTICE & MEETING, AND AN EFFECTIVE DATE.**

**WHEREAS,** the City of Palestine, Texas, is a Home Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Palestine has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City Council finds it in the best interest of the City to revise and clarify residency requirements for appointees to such boards, commissions, and committees to encourage participation while maintaining accountability to the community.

**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,” Article IV, “Boards, Committees, Commissions,” Division 10, “Main Street Advisory Board,” Section 2-178, “Creation, Composition, Appointment of Members” 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 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 effective immediately upon passage and publication as provided for by law.

**PASSED, APPROVED, and ADOPTED** by the City Council of the City of Palestine, Texas, this the 10th day of November, 2025.

---

MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

---

APRIL JACKSON  
CITY SECRETARY

---

REZZIN PULLUM  
CITY ATTORNEY

DRAFT

**ARTICLE IV. BOARDS, COMMITTEES, COMMISSIONS**

**DIVISION 10. MAIN STREET ADVISORY BOARD**

**Sec. 2-178. Creation; composition; appointment of members.**

- (a) There is created and established a Main Street Advisory Board, which shall consist of seven members who shall be appointed by the Mayor with the approval of the City Council upon application and demonstration of the applicant's qualifications. Each member shall be a resident of the city; provided, however, that up to three members may reside outside the city limits, within Anderson County, where the Mayor, with approval of the City Council, determines it is in the best interest of the city to appoint a nonresident. Members of the board shall serve without compensation but may be reimbursed for expenses if approved in advance by the City Manager.
- (b) The members of the Main Street Advisory Board shall be identified by place numbers (1) through (7). All members shall serve two-year terms. The terms for places (1), (2), (3), and (4) end on September 30 of odd-numbered years, and the terms for places (5), (6), and (7) shall end on September 30 of even-numbered years. A member of the board shall be eligible for reappointment, provided, however, that a member may not be appointed for more than two consecutive terms unless approved by a majority vote of the City Council.
- (c) A member of the board may be removed from their position at any time by the Mayor, subject to the approval of the City Council.
- (d) The City Manager or his/her designee shall serve as ex officio (nonvoting) secretary to the board and shall keep minutes, books, files, and perform other duties as are incidental to the office board.



Agenda Date: November 10, 2025

To: City Council

From: Cassie Ham, Tourism Marketing Manager

Agenda Item: First Amendment to Hotel Occupancy Tax Agreement with Palestine ISD for Auditorium Improvements

Date Submitted: 10/31/2025

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**SUMMARY:**

Consideration and possible action regarding an amendment of the Hotel Occupancy Tax Grant for Palestine Independent School District. In July 2025, the City of Palestine authorized a Hotel Occupancy Tax grant in the amount of \$11,416.95 for improvements to the sound equipment in the Auditorium at Palestine High School. On October 28, 2025, the Tourism Advisory Board authorized an additional \$1308.00 to complete the project.

**RECOMMENDED ACTION:**

Consider approving the Tourism Advisory Board's recommendation to authorize an additional \$ 1,308.00 for Palestine I.S.D.

**CITY MANAGER APPROVAL:**

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**Attachments**

First Amendment to Funding Agreement  
Funding Agreement

STATE OF TEXAS

COUNTY OF ANDERSON

**FIRST AMENDMENT OF  
HOTEL OCCUPANCY TAX  
FUNDING AGREEMENT FOR  
CITY OF PALESTINE**

This FIRST AMENDMENT (FIRST AMENDMENT) to the HOTEL OCCUPANCY TAX FUNDING AGREEMENT (AGREEMENT) is made effective the 10 day of November, 2025 (“Effective Date”) and entered into by and between the City of Palestine, Texas (CITY) and Palestine Independent School District (ORGANIZATION). The CITY or the ORGANIZATION may be referred to as PARTIES and each separately as PARTY.

**WHEREAS** The PARTIES entered into an AGREEMENT for Hotel Occupancy Tax Funding on the 25<sup>TH</sup> day of AUGUST 2025, which is incorporated herein for reference; and

**WHEREAS** Unless otherwise defined herein, all capitalized terms used in this FIRST AMENDMENT shall have the same meanings as defined in the AGREEMENT; and

**WHEREAS** ORGANIZATION requested an additional \$1,308.00 in funding for additional expenses not originally anticipated with the project, including wireless microphones; and

**WHEREAS** The PARTIES wish to modify the AGREEMENT to extend the deadline for completion to ensure successful completion of the obligations of the AGREEMENT; and

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

**NOW, THEREFORE**, it is mutually agreed by the CITY and ORGANIZATION as follows:

1. The above stated recitals are true and correct.
2. Section 4. Authorization of Payment. of the AGREEMENT is amended as follows:

Subject to the ORGANIZATION’s satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION up to \$11,416.95, plus an additional \$1,308.00, for a total not to exceed \$12,724.95. Payment will typically be made within forty-five (45) days of approval of the ORGANIZATION’S completed report, but in some cases may be delayed due to administrative circumstances. The applicant agrees to repay or forfeit HOT funds if the applicant does not comply with this AGREEMENT or with other applicable state or local laws.

3. Section 7. Term. of the AGREEMENT is amended as follows:

The AGREEMENT is for a one-time award. This Agreement shall become effective as of August 11, 2025 and shall terminate once the terms of this AGREEMENT have been met, or on December 31, 2025 whichever occurs first. The terms will not be extended beyond the fiscal year ending September 30, 2026.

The AGREEMENT shall expire on September 30, 2026, unless sooner terminated under the terms of Section 9.

IN WITNESS HEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this 10th day of NOVEMBER 2025.

CITY OF PALESTINE, TEXAS

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Mitchell Jordan, Mayor

ATTEST:

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April Jackson, City Secretary

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ORGANIZATION

STATE OF TEXAS

COUNTY OF ANDERSON

**HOTEL OCCUPANCY TAX  
FUNDING AGREEMENT FOR  
CITY OF PALESTINE**

This Hotel Occupancy Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Palestine, Texas (CITY) and Palestine Independent School District (ORGANIZATION).

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

**WHEREAS**, CITY is promoting the events and festivals to assist in bringing visitors to Palestine and to promote visitors to the city for extended periods of time; and

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

**WHEREAS**, the City Council of the City of Palestine desires to provide Hotel Occupancy Tax revenues to Palestine Independent School District (ORGANIZATION) in accordance with Hotel Occupancy Tax Funding.

**NOW, THEREFORE**, it is mutually agreed by the CITY and ORGANIZATION as follows:

**GENERAL PROVISIONS**

Section 1. Purpose. The purpose of this Agreement is for the CITY to provide the services listed in Hotel Occupancy Tax Funding Project Proposal (Exhibit A) to the City of Palestine.

Section 2. Obligation of the ORGANIZATION. The ORGANIZATION shall use all awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the CITY's Hotel Occupancy Tax Use Policy, and the ORGANIZATION's funding application as required under this AGREEMENT.

Section 3. Reporting Requirements of the ORGANIZATION. The ORGANIZATION shall deliver a report detailing the expenses for which it seeks reimbursement from Hotel Occupancy Tax revenues following the completion of the event. Copies of receipts shall be provided for expenses to be reimbursed using Hotel Occupancy Tax revenues. Only expenses that meet Chapter 351 of the Tax Code and this agreement shall be reimbursed. The CITY shall not make reimbursements for expenses where no receipt or invoice is provided.

Partial or incomplete reports will not be accepted. Reports shall be in a form that is acceptable to the City Manager, and shall show, where applicable: total revenues, total expenses, estimated actual versus expected number of attendees, and the financial impact of the event.

Section 4. Authorization of Payment. Subject to the ORGANIZATION's satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION up to \$11,416.95. Payment will typically be made within forty-five (45) days of approval of the ORGANIZATION'S completed report, but in some cases may be delayed due to administrative circumstances. The applicant agrees to repay or forfeit HOT funds if the applicant does not comply with this AGREEMENT or with other applicable state or local laws.

Section 5. Appeal Process. The ORGANIZATION may appeal the decision of the CITY to deny funding in writing within ten (10) business days of funding denial. The appeal will be presented to the City Council, who may sustain or reverse, in whole or in part, it's denial of HOT funds to the APPLICANT, provided that any funding approved must be within the scope of Chapter 351 of the Texas Tax Code.

Section 6. Rights. The ORGANIZATION grants the CITY the right at any time to inspect or audit the books or records of the ORGANIZATION, or any report or document submitted by the organization to the City that may relate to performance of this AGREEMENT.

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

Section 7. Term. The AGREEMENT is for a one-time award. This Agreement shall become effective as of August 25, 2025 and shall terminate once the terms of this AGREEMENT have been met, or on September 30, 2025, whichever occurs first. The terms will not be extended beyond the fiscal year ending September 30, 2025.

The AGREEMENT shall expire on September 30, 2025, unless sooner terminated under the terms of Section 9.

Section 8. Indemnification. The ORGANIZATION agrees to defend and indemnify the CITY, its officers, agents, and employees, against all claims for personal injury (including death), property damage or other harm for which recovery of damages is sought that may arise out of the ORGANIZATION's breach of this Agreement, or by any negligent act or omission of the ORGANIZATION, its officers, agents, employees, contractors, or subcontractors in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees, or separate contractors, and in the event of joint and concurrent negligence of both the ORGANIZATION and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this Agreement does not assign any responsibility for civil liability to the City of Palestine that may arise by virtue of this Agreement.

Section 9. Termination. A party may terminate this Agreement if the other party fails to comply with a term of the AGREEMENT upon ten (10) days' notice. A party may terminate the AGREEMENT for convenience by providing written notice at least thirty (30) days prior to the effective date of the termination.

Section 10. Notice. All notices under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:  
Palestine Visitor Center Attention: Cassie Ham  
825 W. Spring Street  
Palestine, TX 75801  
(903) 723-3014

to the ORGANIZATION at:  
Palestine ISD Attention: Rhonda Herrington  
1007 E. Park Avenue  
Palestine, TX 75801  
903-731-8000

## MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire Agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written Agreement approved by the governing bodies of each party and duly executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. A party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Attorney Fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out-of-pocket expense such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Section 16. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 17. Venue. The parties agree that all disputes that arise out of this AGREEMENT are governed by the laws of the State of Texas and venue for any court action arising out of this AGREEMENT shall be in Anderson County, Texas.

Section 18. Certificate of Insurance. The ORGANIZATION agrees to provide a certificate of insurance for liability and worker's compensation insurance before any event awarded funding under this AGREEMENT. The cost of the insurance herein mentioned to be secured and maintained by the ORGANIZATION shall be borne solely by the ORGANIZATION.

IN WITNESS HEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this 11th day of AUGUST 2025.

CITY OF PALESTINE, TEXAS

  
\_\_\_\_\_  
Mitchell Jordan, Mayor

ATTEST:

  
\_\_\_\_\_  
April Jackson, City Secretary

  
\_\_\_\_\_  
Rhonda Herrington



Agenda Date: November 10, 2025  
To: City Council  
From: Cassie Ham, Tourism Marketing Manager  
Agenda Item: Hotel Occupancy Tax Grant for the Palestine Community Theatre  
Date Submitted: 10/31/2025

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**SUMMARY:**

At a meeting on October 28, 2025, the Tourism Advisory Board voted to approve a Hotel Occupancy Tax Grant for arts and cultural enhancement for the Texas Theatre / Palestine Community Theater in the amount not to exceed \$9,877.70 for improvements to the stage curtain.

**RECOMMENDED ACTION:**

Consider approving the Tourism Advisory Board's recommendation to award a Hotel Occupancy Tax Grant to the Palestine Community Theater.

**CITY MANAGER APPROVAL:**

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**Attachments**

Palestine ISD Funding Agreement

STATE OF TEXAS §

COUNTY OF ANDERSON §

### **HOTEL OCCUPANCY TAX FUNDING AGREEMENT FOR CITY OF PALESTINE**

This Hotel Occupancy Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Palestine, Texas (CITY) and PALESTINE COMMUNITY THEATER (ORGANIZATION).

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

**WHEREAS**, CITY is promoting the events and festivals to assist in bringing visitors to Palestine and to promote visitors to the city for extended periods of time; and

**WHEREAS**, CITY, by authority of powers granted to it under state law, has heretofore enacted a local hotel occupancy tax on occupants of hotels situated within the City and its extraterritorial jurisdiction.

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

**WHEREAS**, the City Council of the City of Palestine desires to provide Hotel Occupancy Tax revenues to PALESTINE COMMUNITY THEATER (ORGANIZATION) in accordance with the applicable Hotel Occupancy Tax Funding regulations.

**NOW, THEREFORE**, it is mutually agreed by the CITY and ORGANIZATION as follows:

#### **GENERAL PROVISIONS**

Section 1. Purpose. The purpose of this Agreement is for the ORGANIZATION to provide the services listed in Hotel Occupancy Tax Funding Application (Exhibit A) to the City of Palestine.

Section 2. Obligation of the ORGANIZATION. The ORGANIZATION shall use all awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the CITY's Hotel Occupancy Tax Use Policy, and the ORGANIZATION's funding application as required under this AGREEMENT. ORGANIZATION shall observe and comply with all other applicable federal, state, and local laws and/or regulations. If the ORGANIZATION fails to comply with any provision of Chapter 351 of the Texas Tax Code, or any other applicable federal, state, or local law or regulation, the ORGANIZATION shall remit the funds granted herein back to the City within ten (10) days of the noncompliance with said laws or regulations. For the purposes of this Agreement, the determination regarding whether noncompliance with any provision of Chapter 351 of the Texas Tax Code, or any other applicable federal, state, or local law or regulation has occurred shall be within the sole discretion of the City.

ORGANIZATION shall provide an accurate and complete description of the work for which funds allocated under this AGREEMENT are expended.

Section 3. Reporting Requirements of the ORGANIZATION. ORGANIZATION shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and shall submit receipts for reimbursement to the CITY. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ORGANIZATION's satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION up to \$9,877.70.

Grant administration costs and other costs not directly related to the coordination of the ORGANIZATION's project shall not be eligible for the rebate or grant of money for these purposes. Payment will typically be made within forty-five (45)

days of approval of the ORGANIZATIONS completed reports, but in some cases may be delayed due to administrative circumstances. The applicant agrees to repay or forfeit HOT funds if the applicant does not comply with this AGREEMENT or with other applicable state or local laws.

If the event, program, or activity funded by the hotel occupancy tax funds granted herein is not held or does not occur as represented in the application made for the funds, then the ORGANIZATION shall remit the full amount of the funds granted herein back to the CITY within ten (10) days after the date the event, program, or activity is canceled or was to have been held as represented in the application made for the funds, whichever occurs first. Exceptions to the terms of this section may be made if the event is canceled or otherwise altered due to weather, strikes, floods, fire, natural disasters, acts of God, or other circumstances beyond the control of the ORGANIZATION. The determination regarding whether there has been compliance with this section, including the determination whether circumstances beyond the control of the ORGANIZATION caused the event to be canceled or otherwise altered from the representations made in the application for the funds, shall be within the sole discretion of the CITY.

Section 5. Appeal Process. The ORGANIZATION may appeal the decision of the CITY to deny funding in writing within ten (10) business days of funding denial. The appeal will be presented to the City Council, who may sustain or reverse, in whole or in part, its denial of HOT funds to the APPLICANT, provided that any funding approved must be within the scope of Chapter 351 of the Texas Tax Code.

Section 6. Rights. The ORGANIZATION grants the CITY the right at any time to inspect or audit the books or records of the ORGANIZATION, or any report or document submitted by the organization to the City that may relate to performance of this AGREEMENT.

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

Section 7. Term. The AGREEMENT is for a one-time award. This Agreement shall become effective as of November 10, 2025 and shall terminate once the terms of this AGREEMENT have been met, or on September 30, 2026, whichever occurs first. The terms will not be extended beyond the fiscal year ending September 30, 2026.

The AGREEMENT shall expire on September 30, 2026, unless sooner terminated under the terms of Section 9.

Section 8. Indemnification. The ORGANIZATION agrees to defend and indemnify the CITY, its officers, agents, and employees, against all claims for personal injury (including death), property damage or other harm for which recovery of damages is sought that may arise out of the ORGANIZATION's breach of this Agreement, or by any negligent act or omission of the ORGANIZATION, its officers, agents, employees, contractors, or subcontractors in the performance of this Agreement. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this Agreement does not assign any responsibility for civil liability to the City of Palestine that may arise by virtue of this Agreement.

Section 9. Termination. A party may terminate this Agreement if the other party fails to comply with a term of the AGREEMENT upon ten (10) days' notice. A party may terminate the AGREEMENT for convenience by providing written notice at least thirty (30) days prior to the effective date of the termination.

Section 10. Notice. All notices under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:

Palestine Visitor Center Attention: Cassie Ham  
825 W. Spring Street  
Palestine, TX 75801  
(903) 723-3014

to the ORGANIZATION at:  
PALESTINE COMMUNITY THEATER Attention: LINDA MCDONALD  
213 W. CRAWFORD  
PALESTINE, TX 75801  
903-254-9932

## MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire Agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written Agreement approved by the governing bodies of each party and duly executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. A party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Attorney Fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out-of-pocket expense such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Section 16. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 17. Venue. The parties agree that all disputes that arise out of this AGREEMENT are governed by the laws of the State of Texas and venue for any court action arising out of this AGREEMENT shall be in Anderson County, Texas.

Section 18. Certificate of Insurance. The ORGANIZATION agrees to provide a certificate of insurance for liability and worker's compensation insurance before any event awarded funding under this AGREEMENT. The City shall be added to the policy as an additional insured. The cost of the insurance herein mentioned to be secured and maintained by the ORGANIZATION shall be borne solely by the ORGANIZATION.

IN WITNESS HEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this 10TH day of NOVEMBER 2026.

CITY OF PALESTINE, TEXAS

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Mitchell Jordan, Mayor

ATTEST:

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April Jackson, City Secretary

DRAFT



Agenda Date: November 10, 2025  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Specific Use Permit for Electrical Substation at 3101 S. Loop 256  
Date Submitted: 10/30/2025

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**SUMMARY:**

Discussion and consideration of a request for a Specific Use Permit for an electrical substation at 3101 S. Loop 256, also identified as Broyles Switch Station Addition, Block A-L. The applicant, Oncor Electric Delivery Company, proposes to construct a new electrical substation to improve reliability and service for current and future customers and to meet the growing demand in the area. Thirty-one notices were mailed to property owners within a 200 ft radius on October 7, 2025. No comments have been received in favor or in opposition. This item will be heard by the Planning and Zoning Commission during its regular meeting on November 6, 2025.

**RECOMMENDED ACTION:**

For discussion and consideration of a request for a Specific Use Permit for an electrical substation at 3101 S. Loop 256.

**CITY MANAGER APPROVAL:**

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**Attachments**

Application  
Site Plan  
Staff Report  
Ordinance



### SPECIFIC USE PERMIT APPLICATION

#### APPLICANT INFORMATION

Applicant Name:	Rob Myers				
Address:	6160 Warren Parkway, Suite 210				
City:	Frisco	State:	Texas	Zip:	75034
Phone Number:	[REDACTED]	Email:	[REDACTED]	Fax:	N/A

#### PROPERTY DESCRIPTION

Address (if available):	3101 S LOOP 256, PALESTINE				
Subdivision:	S05405	Lot:	1	Block:	A
Anderson County Appraisal District Block Map #	42675	Tract #:	N/A		
Existing Deed Restrictions:	<input type="checkbox"/> Yes (Attach a copy with the application)	<input checked="" type="checkbox"/> No			
Proposed Deed Restrictions:	<input type="checkbox"/> Yes (Attach a copy with the application)	<input checked="" type="checkbox"/> No			

#### PRESENT USE OF PROPERTY

Describe how the property is currently being used: Property is currently vacant.

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#### PROPOSED USE OF PROPERTY

Describe the proposed use of the property (be specific): Construction of a new electrical substation that will improve reliability and service for the current and future customers and meet growing demand in the area.

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

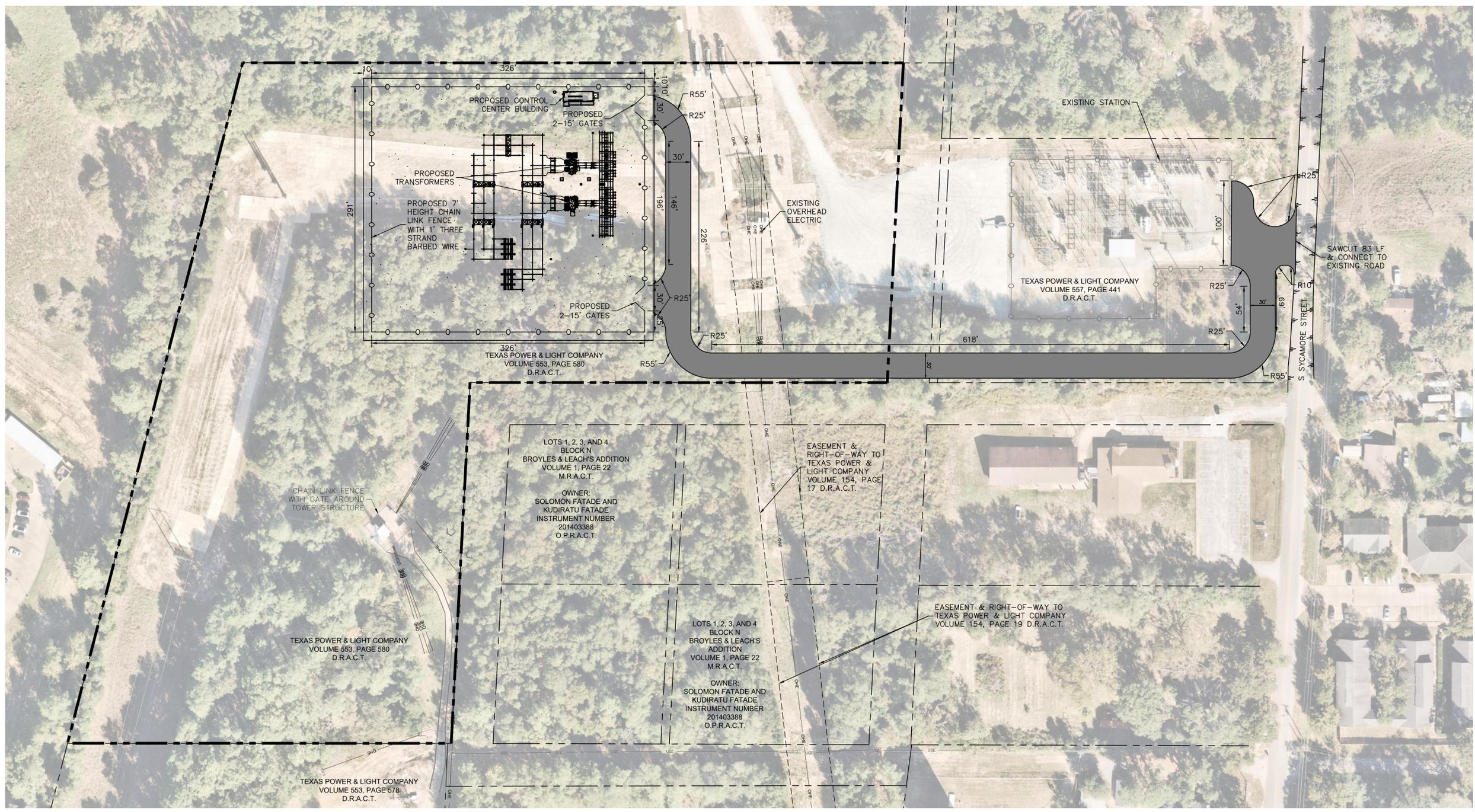
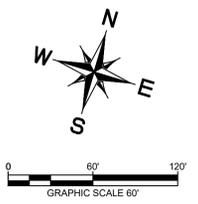
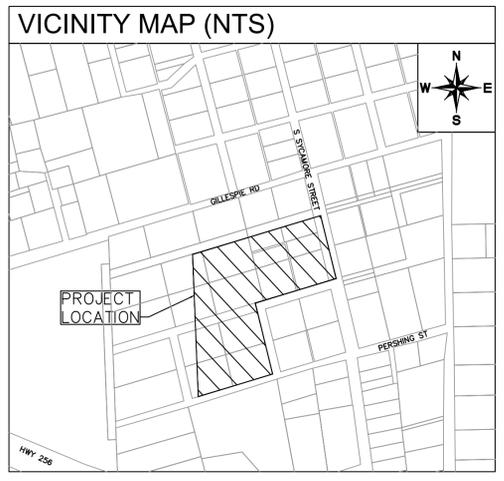
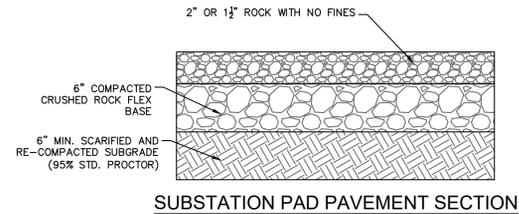
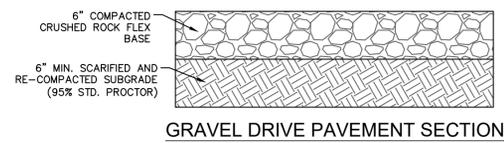
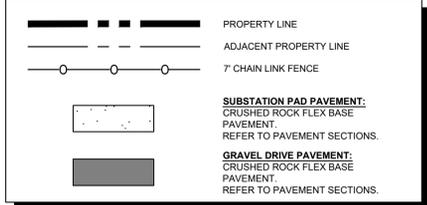


Plotted By: Schiermeyer, James Date: September 16, 2025 11:50:17am File Path: K:\FRISCO\Single Family\Projects\2025\2025134 - Oncor Timberline Sub - Palestine\CAD\Plan Sheets\C-Site Plan.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

**SITE NOTES**

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH.

**LEGEND**



No.	REVISIONS	DATE	BY

**Kimley»Horn**  
 © 2025 KIMLEY-HORN AND ASSOCIATES, INC.  
 6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034  
 PHONE: 972-335-3560  
 WWW.KIMLEY-HORN.COM  
 TEXAS REGISTERED ENGINEERING FIRM F-928

FOR REVIEW ONLY  
 Not for construction or permit purposes.  
**Kimley»Horn**  
 Project: ROBERT J. MYERS  
 P.E. No. 115910 Date: 09/17/2025

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
	SEPTEMBER 2025	AS SHOWN	KPH	JTS	RJM

**SITE PLAN**

**ONCOR TIMBERLINE SUBSTATION**  
 PALESTINE, TEXAS



**PLANNING AND ZONING COMMISSION  
AGENDA DATE: NOVEMBER 6, 2025  
ITEM XZ-25-13 / STAFF REPORT**

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**REQUEST:** A specific use permit to allow an electrical substation at 3101 S. Loop 256, Broyles Switch Station Addition, Block A - L

**APPLICANT:** Oncor Electric Delivery Company

**EXHIBITS:** Application, Maps and Site Plan

**PREPARED BY:** Susan Davis, Planning Tech

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**PROPERTY INFORMATION**

**LOCATION:** 3101 S. Loop 256

**ZONING:** Retail Commercial and Mixed-Use Neighborhood

**OVERLAY ZONES:** None

**LAND USE:** Commercial

**ADJACENT ZONING:** Retail Commercial, Mixed-Use Neighborhood, and Mixed Residential

**ACREAGE:** 25.422 acres

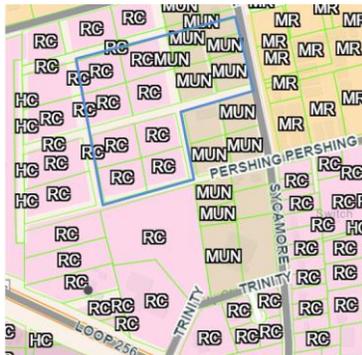
**PROPERTY DESCRIPTION:** Broyles Switch Station Addition, Block A - L

**SUMMARY OF REQUEST**

The applicant, Oncor Electric Delivery Company, applied for a specific use permit to allow an electrical substation at 3101 S. Loop 256. The applicant proposes to construct a new electrical substation to improve reliability and service for current and future customers and to meet the growing demand in the area.

**PROPERTY ZONING AND LAND USE**

The property where the electrical substation is proposed to be located is zoned Retail Commercial (RC) and Mixed-Use Neighborhood (MUN). Adjacent zoning is Retail Commercial to the North, West, and South; Mixed-Use Neighborhood and Mixed Residential to the East.



**PUBLIC NOTICE**

On October 7, 2025, thirty-one notices were mailed to property owners within 200 feet of the location of the specific use permit request. One property owner responded with questions concerning access and questions about Pershing Street. No comments have been returned in favor or in opposition. Thirty property owners (97%) have not responded.



**ZONING AND DEVELOPMENT REQUIREMENTS**

Chapter 39, Article II, Section 39.2.2-13 of the Code of Ordinances for the City of Palestine requires a Specific Use Permit for an electrical substation use in the retail commercial and mixed-use neighborhood zoning districts.

**SPECIFIC USE PERMIT LOCATION MAP**



**STAFF COMMENTS**

An Ordinance approving abandonment of alley and street rights-of-ways was approved by City Council on May 28, 2024. No additional closures street or alley rights-of-ways has been requested in connection with this request.

**COUNCIL REVIEW**

The item will be placed on Council's agenda for consideration on November 10, 2025.

**ORDINANCE NO. O- -25**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ELECTRICAL SUBSTATION AT 3101 S. LOOP 256, ZONED RETAIL COMMERCIAL AND MIXED USE NEIGHBORHOOD, PERTAINING TO THE PROPERTY BEING APPROXIMATELY +/- 25.422 ACRES KNOWN AS BROYLES SWITCH STATION ADDITION, BLOCK A - L, CITY OF PALESTINE, ANDERSON COUNTY, TEXAS; AND PROVIDING FOR SEVERABILITY, REPEALER, AN EFFECTIVE DATE, AND PROPER NOTICE & MEETING.**

**WHEREAS,** a public hearing was held before the Planning and Zoning Commission of the City of Palestine, Texas, on the 6th day of November, 2025, and a public hearing was before the City Council of the City of Palestine, Texas, on the 10th day of November, 2025, at 5:30 p.m., where all interested persons were provided with an opportunity to be heard on a proposed application for a Specific Use to allow an electrical substation at 3101 S. Loop 256 as provided in the Comprehensive Zoning Ordinance of the City of Palestine, Texas, said hearing being held at City Hall, with all notices being given as required by law; and

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

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

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

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

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

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

**SECTION 2.** That a Specific Use Permit to allow an electrical substation be granted to Oncor Electric Delivery Company for the property known as Broyles Switch Station Addition, Block A – L, City of Palestine, Anderson County, Texas, at 3101 S. Loop 256 as provided in the Comprehensive Zoning

Ordinance of the City of Palestine, Texas, subject to and governed by the terms of the Ordinance.

**SECTION 3.** To the extent this Ordinance represents any deviation from the City of Palestine Comprehensive Plan (the “Comprehensive Plan”), such plan is hereby amended to conform with this Ordinance.

**SECTION 4.** All other laws, ordinances, or resolutions, or parts of the same, that are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

**SECTION 5.** In the event any part of this Ordinance is declared to be invalid or unconstitutional, such declaration shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect as if the portion so declared invalid or unconstitutional was not originally a part of the Ordinance.

**SECTION 6.** This Ordinance shall be effective immediately upon passage.

**SECTION 7.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**PASSED, APPROVED, AND ADOPTED** this the 10th day of November 2025, by the City Council of the City of Palestine, Texas.

\_\_\_\_\_  
MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
APRIL JACKSON  
CITY SECRETARY

\_\_\_\_\_  
REZZIN PULLUM  
CITY ATTORNEY



Agenda Date: November 10, 2025  
To: City Council  
From: Susan Davis, Planning Technician  
Agenda Item: Chapter 22 Building and Building Regulations, Section 22-45 (h) Amendments to the Codes  
Date Submitted: 10/30/2025

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**SUMMARY:**

Discussion and consideration of a request to amend Chapter 22, Section 22-45 to repeal Paragraph (h). The Building and Standards Commission unanimously voted to repeal Section 22-45(h) during its regular meeting held on September 25, 2025. The Fire Marshal advises that maintaining this ordinance exposes the City to potential liability, as it weakens the adopted Fire Code, which is recognized as the minimum safety standard by most municipalities. Repealing the ordinance would align local standards with the adopted Fire Code and strengthen public safety protections in the Downtown Fire District. This modification was adopted in 1995 and has been carried forward through each adoption of the Fire Code, including the 2003, 2012, and 2018 editions.

Under the current ordinance, the Fire Marshal has been required to issue Certificates of Occupancy (COs) for certain uses—such as a daycare, nightclub, and several event centers—with occupancy restrictions or exceptions to remain below the sprinkler system threshold. This approach has been necessary solely due to the ordinance’s lowered standard, which limits the Fire Marshal’s ability to apply the Fire Code as intended.

A sprinkler system requirement is triggered when a change of occupancy type occurs. For example, if a mercantile occupancy (retail store) is sold and continues operating as a mercantile use, sprinklers cannot be required. However, if that same building is converted from a mercantile use to an assembly occupancy—such as a restaurant or event center—a sprinkler system may be required, depending on building size and occupant load.

Repealing the existing ordinance would not retroactively require the installation of sprinkler systems in existing, legally occupied buildings.

**RECOMMENDED ACTION:**

Consider and approve the repeal of the ordinance establishing reduced sprinkler system requirements in the Downtown Fire District.

**CITY MANAGER APPROVAL:**

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**Attachments**

Section 22-45(h)  
Ordinance

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**Sec. 22-45. Amendments to the codes.**

- (h) Notwithstanding the provisions of Section 604 of the International Existing Building Code, Section 903 of the International Fire Code, or any other provision in any code adopted under section 22-41 of this article, automatic sprinkler systems shall not be required in buildings that comply with paragraphs (1) through (4) of this subsection.
- (1) The building is located within the City of Palestine Downtown Fire District, as defined in section 22-27 of this article;
  - (2) The building does not exceed 15,000 square feet (1,395 m<sup>2</sup>);
  - (3) The building does not contain more than three stories; and
  - (4) The building is separated from all adjacent structures by a fire wall or by an open court or public right-of-way at least 30 feet in width.

(Ord. No. 0-36-01, 10-22-2001; Ord. No.0-22-04, 9-27-2004; Ord. No. O-24-06, § II, 7-24-2006; Ord. No. O-28-08, § II, 2-25-2008; Ord. No. O-28-08, § II, 2-25-2008; Ord. No. O-28-10, § II, 5-24-2010; Ord. No. O-45-14, § II, 11-10-2014; Ord. No. O-48-15, § II, 11-23-2015; Ord. No. O-18-18, § I, 5-7-2018; Ord. No. O-26-18, § I, 7-23-2018; Ord. No. O-24-22, § 1, 10-11-2022)

**ORDINANCE NO. O- -25**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, REPEALING SECTION 22-45(H) OF CHAPTER 22, “BUILDINGS AND BUILDING REGULATIONS,” ARTICLE II, “BUILDINGS,” DIVISION 2, “BUILDING STANDARDS,” OF THE CODE OF ORDINANCES RELATED TO SPRINKLER SYSTEM REQUIREMENTS IN THE DOWNTOWN FIRE DISTRICT; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, PROPER NOTICE AND MEETING, AND AN EFFECTIVE DATE.**

**WHEREAS,** the City of Palestine, Texas, is a Home Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Palestine has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** Chapter 22, Section 22-45(h) of the Code of Ordinances modifies the adopted Fire Code by creating an exception to standard fire protection requirements within the Downtown Fire District, resulting in inconsistencies with the adopted Fire Code recognized as the minimum safety standard by most municipalities; and

**WHEREAS,** repealing Section 22-45(h) will restore consistency with the adopted Fire Code, strengthen public safety protections, and ensure future occupancies and renovations are reviewed in accordance with current standards; and

**WHEREAS,** the City Council finds it to be in the best interest of the citizens of Palestine to repeal Section 22-45(h) to maintain consistency with the adopted Fire Code and promote public health, safety, and welfare.

**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 22 “Buildings and Building Regulations,” Article II “Buildings,” Division 2 “Building Standards,” Section 22-45(h) of the Code of Ordinances of the City of Palestine, Texas, is hereby repealed in its entirety 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 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 effective immediately upon passage and publication as provided for by law.

**PASSED, APPROVED, and ADOPTED** by the City Council of the City of Palestine, Texas, this the 10th day of November, 2025.

\_\_\_\_\_  
MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
APRIL JACKSON  
CITY SECRETARY

\_\_\_\_\_  
REZZIN PULLUM  
CITY ATTORNEY

**Exhibit A**  
**Chapter 22 “Buildings and Building Regulations,” Article II “Buildings,” Division 2**  
**“Building Standards,” Section 22-45**

**Sec. 22-45. Amendments to the codes.**

- (a) Section 105.2 of the International Building Code is amended by deleting numbers 1, 2, and 6.
- (b) Section R105.2 of the International Residential Code is amended by deleting numbers 1, 2, and 5.
- (c) Section 101.4.1 of the International Building Code is deleted in its entirety.
- (d) Section 305.2 of the International Building Code is amended by deleting the number 5 and inserting the number 12. It is the intent that this section be compatible with the state law allowing for twelve children to be cared for in a residence.
- (e) Appendixes adopted. The following appendixes of the International Building Code are adopted in their entirety, except as may be amended.

Appendix C, F, H, I and J

Section H114.1 is deleted and amended to read as follows:

Portable signs are expressly prohibited and considered hazardous. The building official or his representative is authorized to remove or cause to be removed these signs without notice to the owner or lessee. Placement of such signs by any person shall constitute a violation of this code and such person, owner or lessee shall be subject to the penalties in section 1-13 of the code of ordinances. No sign shall be placed in the right-of-way.

- (f) Section 3408.8 of the International Building Code is amended as follows: No changes to introductory section.

*3408.2 Multilevel building and facilities.* An accessible route from an accessible entrance to public spaces on the level of the accessible entrance shall be provided. Such access shall be designed to be compatible with the historic character-defining features and elements of the site and the improvement pursuant to the design criteria established in Palestine's *Commercial Design Guidelines*, as appropriate for the building type. Where such design guidelines are not applicable to a historic property, the criteria set for [forth] in the *Secretary of the Interior's Standards for Rehabilitation* shall be utilized in developing appropriate, compatible access under this section. Further assistance in designed compatible access to historic multilevel buildings and facilities can be obtained by contacting the Texas Historical Commission, Department of Architecture in Austin, Texas.

*3408.3 Entrances.* At least one main entrance shall be accessible. Such access shall be designed to be compatible with the historic character-defining features and elements of the site and the improvement pursuant to the design criteria established in Palestine's *Residential Design Guidelines* and Palestine's *Commercial Design Guidelines*, as appropriate to a historic property, the criteria set for [forth] in the *Secretary of the Interior's Standards for Rehabilitation* shall be utilized in developing appropriate, compatible access under this section. Further assistance in designed compatible access to entrances in historic buildings and facilities can be obtained by contacting the Texas Historical commission, Department of Architecture in Austin, Texas.

Exception: If a main entrance cannot be made accessible, an employee or service entrance that is unlocked while the building is occupied shall be made accessible. The

accessible entrance shall have a notification system or be provided with remote monitoring. Such system shall be compatible with the historic character-defining features and elements of the site and the improvement pursuant to the design criteria established in Palestine's *Residential Design Guidelines* and Palestine's *Commercial Design Guidelines*, as appropriate for the building type. Where such design guidelines are not applicable to a historic property, the criteria set for [forth] in the *Secretary of the Interior's Standards for Rehabilitation* shall be utilized in developing appropriate, compatible notification or monitoring system for entrances under this section. Further assistance in designing compatible notification or monitoring systems at entrances of historic buildings and facilities can be obtained by contacting the Texas Historical Commission, Department of Architecture, Austin, Texas.

*3408.4 Toilet and bathing facilities.* Where toilet rooms are provided at least one accessible toilet room complying with Section 1108.2 shall be provided. Exterior toilet rooms or bathing facilities added to a historic improvement or the surrounding grounds shall be compatible with the historic character-defining features and elements of the site and the improvement pursuant to the design criteria established in Palestine's *Residential Design Guidelines* and Palestine's *Commercial Design Guidelines*, as appropriate for the building type. Where such design guidelines are not applicable to a historic property, the criteria set for [forth] in the *Secretary of the Interior's Standards for Rehabilitation* shall be utilized in developing appropriate, compatible toilet and bathing facilities under this section. Further assistance in designing compatible toilet and bathing facilities for historic buildings and their associated grounds can be obtained by contacting the Texas Historical Commission, Department of Architecture in Austin, Texas.

*3408.5 Ramps.* The slope of a ramp run 24 inches (610 mm) maximum shall not be steeper than one unit vertical in eight units horizontal (12 percent slope). Ramps added to a historic improvement or an improvement on the surrounding grounds shall be compatible with the historic character-defining features and elements of the site and the improvement pursuant to the design criteria established in Palestine's *Residential Design Guidelines* and Palestine's *Commercial Design Guidelines*, as appropriate for the building type. Where such design guidelines are not applicable to a historic property, the criteria set for [forth] in the *Secretary of the Interior's Standards for Rehabilitation* shall be utilized in developing appropriate, compatible ramp design under this section. Further assistance in designing ramps for historic buildings and their associated grounds can be obtained by contacting the Texas Historical Commission, Department of Architecture in Austin, Texas.

*3408.8 Site arrival points.* At least one accessible route from site arrival point to an accessible entrance shall be provided. Such route shall be designed to be compatible with the historic character-defining features and elements of the site and the improvement pursuant to the design criteria established in Palestine's *Residential Design Guide* and Palestine's *Commercial Design Guidelines*, as appropriate for the building type. Where such design guidelines are not applicable to a historic property, the criteria set for [forth] in the *Secretary of the Interior's Standards for Rehabilitation* shall be utilized in developing appropriate, compatible access under this section.

(g) The following sections of the International Property Maintenance Code, are amended as follows:

(1) *Section 101.1* shall read: "101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Palestine, Texas, hereinafter referred to as 'this code'."

- (2) *Section 103.5* shall read; "103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the Fee Schedule adopted by the City Council."
- (3) *Section 304.14* shall read: "304.14 Insect screens. During the period from March 1 to November 1, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self closing device in good working condition. Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed."
- (4) *Section 602.3* shall read: "602.3 Heat supply. Every owner and operator of any building who rents, leases, or lets one or more dwelling unit, rooming unit, dormitory, or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1 to April 1 to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms. Exceptions: 1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design shall be as indicated in Appendix D of the International Plumbing Code. 2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained."
- (5) *Section 602.4* shall read: "602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 1 to April 1 to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied. Exceptions: 1. Processing, storage and operation areas that require cooling or special temperature conditions. 2. Areas in which persons are primarily engaged in vigorous physical activities."

~~(h) Notwithstanding the provisions of Section 604 of the International Existing Building Code, Section 903 of the International Fire Code, or any other provision in any code adopted under section 22-41 of this article, automatic sprinkler systems shall not be required in buildings that comply with paragraphs (1) through (4) of this subsection.~~

- ~~(1) The building is located within the City of Palestine Downtown Fire District, as defined in section 22-27 of this article;~~
- ~~(2) The building does not exceed 15,000 square feet (1,395 m<sup>2</sup>);~~
- ~~(3) The building does not contain more than three stories; and~~
- ~~(4) The building is separated from all adjacent structures by a fire wall or by an open court or public right-of-way at least 30 feet in width.~~

~~(h) Chapter 11, Accessibility, of the 2012 edition of the International Building Code is deleted in its entirety.~~

~~(i) Amendments to National Electrical Code.~~

- ~~(1) The definition of "Intersystem Bonding Termination" in Article 100, Part I is amended to read as follows:~~

*Intersystem Bonding Termination.* A device that provides a means for connecting bonding conductors for communication systems and other systems such as metallic gas piping systems to the grounding electrode system.

- (2) Article 110.2 is amended to read as follows:

*110.2 Approval.* The conductors and equipment required or permitted by this Code shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency approved by the AHJ.

*Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third party inspection agency approved by the AHJ.*

Manufacturer's self-certification of any equipment shall not be used as a basis for approval by the AHJ. Informational Note: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of *Approved*, *Identified*, *Labeled*, and *Listed*.

- (3) Article 230.71(A) is amended by adding the following exception:

*Exception: Multi-occupant buildings. Individual service disconnecting means is limited to six for each occupant. The number of individual disconnects at one location may exceed six.*

- (4) Article 240.91 is deleted.

- (5) Article 300.11 is amended by adding [adding] the following exception:

*Exception: Ceiling grid support wires may be used for structural supports when the associated wiring is located in that area, not more than two raceways or cables supported per wire, with a maximum nominal metric designation 16 (trade size ½").*

- (6) Article 310.15(B)(7) is amended by adding the following sentence at the end of the text:

(7) *120/240-Volt, 3-Wire, Single-Phase Dwelling Services and Feeders.*

\* \* \*

This Article shall not be used in conjunction with 220.82.

- (7) Article 505.7(A) is amended to read as follows:

*505.7 Special Precaution.* Article 505 requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Low ambient conditions require special consideration. Electrical equipment depending on the protection techniques described by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. However, at low ambient temperatures, flammable

concentrations of vapors may not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

(A) *Implementation of Zone Classification System.* Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a qualified persons Licensed Professional Engineer or Architect.

(8) Article 680.25(A) is amended to read as follows:

*680.25 Feeders.* These provisions shall apply to any feeder on the supply side of panelboards supplying branch circuits for pool equipment covered in Part II of this article and on the load side of the service equipment or the source of a separately derived system.

(A) Wiring Methods.

(1) *Feeders.* Feeders shall be installed in rigid metal conduit or intermediate metal conduit. The following wiring methods shall be permitted if not subject to physical damage:

- (1) Liquid-tight flexible nonmetallic conduit
- (2) Rigid polyvinyl chloride conduit
- (3) Reinforced thermosetting resin conduit
- (4) Electrical metallic tubing where installed on or within a building
- (5) Electrical nonmetallic tubing where installed within a building
- (6) Type MC cable where installed within a building and if not subject to corrosive environment
- (7) Nonmetallic-sheathed cable
- (8) Type SE cable

*Exception: An existing feeder between an existing remote panelboard and service equipment shall be permitted to run in flexible metal conduit or an approved cable assembly that includes an equipment grounding conductor within its outer sheath. The equipment grounding conductor shall comply with 250.24(A)(5).*

(~~jk~~) Section 507.2.2 of the 2012 International Mechanical Code is amended to add the following exception:

*Exception: A mobile food establishment is not required to use a Type II hood above an appliance that uses water to cook food items, so long as the mobile food establishment is equipped with a 5-pound (or larger) ABC fire extinguisher that has been tagged and inspected by a licensed company less than one year ago, and so long as the mobile food establishment maintains a 15-foot buffer between the vehicle or trailer containing the cooking appliance and any other structure or mobile food establishment.*

(~~k~~) Amendments to the 2012 International Energy Conservation Code:

- (1) Section C102.1.1 is deleted.
- (2) Section C402.4 and all subsections contained within are deleted.
- (3) Section C403.1 is deleted.

- (4) Section C403.2 is deleted.
- (5) Table C402.4.3 is deleted.
- (6) Section C403.2.7.1.3 is deleted.
- (7) Section C407.2 is deleted.
- (8) Section R102.1.1 is deleted.
- (9) Section R402.4 and all subsections contained within is deleted.
- (10) Section R403.2.2 is deleted.
- (11) Section R405.4 and all subsections contained within is deleted.
- (12) Section R405.5 is deleted.
- (13) Section R405.6 and all subsections contained within is deleted.
- (14) Section 402.4.2.2 from the 2018 Edition of the International Energy Conservation Code is added:  
402.4.2.2 Visual Inspection Option  
Building Envelope tightness and insulation installation shall be considered acceptable when the items listed in Table 402.4.2, applicable to the method of construction, are field verified. Where required by the code official, an approved independent inspector from the installer of the insulation shall inspect the air barrier and insulation.
- (15) Table 402.4.2 from the 2018 Edition of the International Energy Conservation Code is added.



Agenda Date: November 10, 2025  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: Budget Amendment – Payment of Property Tax for 200 Vista Ridge  
Date Submitted: 11/03/2025

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**SUMMARY:**

This ordinance amends the Fiscal Year 2025–2026 budget to appropriate funds necessary to pay property taxes for 200 Vista Ridge. The tax amount was left unpaid by the former tenant and accrued during their lease term from January 1, 2024, through July 1, 2024.

**RECOMMENDED ACTION:**

Staff recommends approval of the ordinance as presented.

**CITY MANAGER APPROVAL:**

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**Attachments**

Budget Amendment  
Ordinance



**ORDINANCE NO. O- -25**

**AN ORDINANCE OF THE CITY OF PALESTINE, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR ADDITIONAL EXPENDITURES, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, subsequent to the adoption of the annual budget for the City of Palestine for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the City has sustained unanticipated revenue changes and unanticipated expenditures; and

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

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

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, 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.** The annual budget of the City of Palestine, Texas, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, is hereby amended by increasing and decreasing the appropriations to the various accounts contained therein as provided in Exhibit “A” attached hereto and made a part hereof.

**SECTION 3.** The amendment, as shown in words and figures in Exhibit “A,” is hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year October 1, 2025, through September 30, 2026.

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

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

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

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

**PASSED, APPROVED, and ADOPTED** by the City Council of the City of Palestine, Texas, this the 10th day of November, 2025.

\_\_\_\_\_  
MITCHELL JORDAN  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
APRIL JACKSON  
CITY SECRETARY

\_\_\_\_\_  
REZZIN PULLUM  
CITY ATTORNEY

DRAFT



Agenda Date: November 10, 2025  
To: City Council  
From: Casey DeBord, City Manager Administrative Assistant  
Agenda Item: Selection of Pool Management Company – 2026 Swim Season  
Date Submitted: 10/30/2025

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**SUMMARY:**

City staff obtained three separate proposals for managing the City Pool during the 2026 swim season. Each company submitted a cost estimate for operating the pool, including programs for children's swimming activities and water aerobics.

**Proposed Pool Hours:**

Monday through Sunday: 11:00 a.m.- 7:00 p.m.

Extended season: August through September 20, 4:00 p.m. - 8:00 p.m.

The selected company will be responsible for maintaining the pool, which includes balancing chemicals, vacuuming the pool, cleaning skimmers, scrubbing walls as needed, backwashing, and adding chemicals to the chlorinator.

City staff will prepare the pool for opening day by balancing chemicals and ensuring the pool deck, including the restrooms, is ready. Staff will also manage winterization during the off-season, including covering the pool.

**RECOMMENDED ACTION:**

Staff recommends that Council approve the selection of a pool management company to operate the City Pool for the 2026 swim season.

**CITY MANAGER APPROVAL:**

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**Attachments**

Aquatic Management Proposal  
Pool Management Inc. Proposal  
USA Management Proposal



# 2026 Pool Management Agreement

## PART 1 GENERAL SPECIFICATIONS

AMI, operating as AQUATIC MANAGEMENT INC. (CONTRACTOR) agrees to manage the Palestine Aquatic Center swimming facility (OWNER), located at 5500 TX-256 Loop, Palestine, TX 75801, from Saturday May 23, 2026 through Monday September 27, 2026 in accordance with the following specifications:

**A. POOL HOURS**

11:00am – 7:00pm

**B. PERSONNEL** Choose 1 \* must check the appropriate option(s) below.

Normal Operating Hours: 3,008 hours

Pool Monitor       Lifeguard

Cost Total \$94,500.00

Maintenance with Seasonal start up and shut down

Cost Total \$12,000.00

**C. COMPENSATION**

OWNER agrees to pay CONTRACTOR the amount of: \$106,500.00 The payments shall be due as follows:

Sign/Renew	5%	May 01	5%
December 01	5%	June 01	30%
February 01	5%	July 01	30%
April 01	10%	August 01	10%

**D. SPECIAL NOTES**

Personnel will arrive one half hour early to and will stay 1/2 hour after closing. Personnel will be in uniform. Contract includes pre and post season opening and closing. Special events, pool parties, after normal hours will be agreed to by contractor and owner.

NOW THEREFORE, in consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **PART 2 – OPENING**

CONTRACTOR will render the swimming pool operational by completing the following services:

- A. Schedule for opening Health Department swimming pool inspections. Contractor shall apply for all necessary Health Department permits upon Owner's written request. The Owner shall be responsible for all permit fees including a processing fee.
- B. Remove swimming pool cover if pool is covered,. Store cover on property.
- C. Reclamation of pool water will be attempted as primary opening procedure, drain and acid cleaning the pool (if necessary) will be performed. Additional fees apply.
- D. Check inventory supplies.
- E. Reassemble existing filter plant and startup system after pool is filled with water.
- F. Cooperate with any contractors in preparing pool for operation.

## **PART 3 - MAINTENANCE OF POOL**

A general cleaning will be performed twice weekly. CONTRACTOR will be responsible for the following:

- A. Maintaining water purity, in conformance with the local Health Department regulations.
- B. Operating pool in accordance with rules established by governing Health Department's recognized safety rules. CONTRACTOR reserves the right to prohibit admittance of children under the age of 14 unless accompanied by a responsible adult. All adults and legal guardians utilizing the facility will agree to adhere to CONTRACTORS swimming pool rules included as "Addendum 1" of this agreement.
- C. CONTRACTOR will not be responsible for gate control and wading pool safety unless Owner authorizes CONTRACTOR to provide additional personnel specifically for these duties.
- D. CONTRACTOR will not be responsible for functionality of any pool furniture and equipment including but not limited to filtration equipment, pool steps and ladders, chairs, chaise lounges, tables, and umbrellas.
- E. CONTRACTOR will not be responsible for the perimeter barrier of the pool (i.e., fencing), any locking mechanisms of the barrier, or security surrounding the pool area.
- F. CONTRACTOR will perform cleaning functions as necessary to maintain the pool.
  1. Vacuum pool
  2. Brush pool
  3. Clean skimmer baskets
  4. Clean waterline tile
  5. Backwash filtration system
  6. Remove facility trash to Owner's onsite facility
  7. Fill water to proper level
  8. Test and adjust pool water chemistry

## **PART 4 – PERSONNEL**

- A. All personnel employed by CONTRACTOR for work under this agreement shall be employed solely by the CONTRACTOR and CONTRACTOR will be responsible for paying employees and shall pay all taxes and costs incident to the work of the employees.
- B. All personnel employed by CONTRACTOR shall have proper appropriate certification. CONTRACTOR shall have the sole discretion as to the hours and days of work of personnel.
- C. OWNER and CONTRACTOR have based the personnel required to safely manage the site upon the anticipated peak bather load as notated in Part 1, If peak bather load is exceeded Owner will be notified and required to increase personnel.
- D. Staff schedules may be adjusted to suit the particular needs of the OWNER. Additional hours or days may be added at the OWNER'S request for an additional fee with prior written approval by CONTRACTOR. Additional personnel hours needed within the operating times of the contract as specified in Part 1 will be calculated at \$29.50 per hour. Pool party staff will also be calculated at the rate of \$34.50 per hour and a \$45 processing fee.
- E. Pool will not be opened on any day that public school is in session during the contract term.

## **PART 5 - CLIENT CARE / SUPERVISION**

CONTRACTOR agrees to conduct site visits and will present documentation to advise OWNER of the general pool operation. CONTRACTOR agrees to meet with the OWNER representative periodically to discuss pool operation and related issues.

## **PART 6 - CLOSING OF POOL**

CONTRACTOR will perform the following services necessary to close and winterize the pool:

- A. Backwash and drain filters

- B. Drain pool to proper level. Contractor will not be responsible for maintaining the water level after closing.
- C. Drain pumps, hair / lint strainers that require draining.
- D. Fill bathhouse fixtures with antifreeze if requested in writing by OWNER (additional charges will apply).
- E. Drain pool circulating and vacuum lines that require draining and are so constructed that they can be drained.
- F. Store first aid, emergency, maintenance, and test equipment in filter room.
- G. Secure and store automatic chemical feeder if applicable.
- H. Drain and store hoses, rails, and ladders.
- I. Secure pool cover to existing grommet system. Any missing or damaged grommets / springs will be replaced and invoiced separately to the OWNER. (if applicable).
- J. Notify OWNER/AGENT on completion of pool closing.
- K. Submit list of repair recommendations for the following season.
- L. Upon completion of closing, CONTRACTOR assumes no responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies.
- M. Pool water will be treated according to company visitation schedule.

OWNER shall be responsible for winterizing all other areas. OWNER shall be responsible for informing contractor of all isolated or concealed drain valves. Any equipment and supplies to be stored over the winter will be stored in conveniently located space inside the pool enclosure designated by the OWNER.

## **PART 7 – OWNER’S RESPONSIBILITIES**

- A. OWNER will be responsible for filing all permits and associated fees. Scheduling and performing the annual visual electrical inspections as well as securing necessary bonding and grounding certifications will be the sole responsibility of the OWNER. (Applicable in NJ and PA only)
- B. Provide CONTRACTOR with three (3) sets of keys to the pool enclosure and facilities.
- C. Complete all needed repairs inside pool enclosure, such as plumbing, decking, fencing, locking mechanisms, caulking, area lights, depth markings, etc.
- D. OWNER will maintain the perimeter barrier of the pool fence and any and all locking mechanisms of the swimming pool area or enclosure, and will be responsible for security of the pool area.
- E. If OWNER provides pool furniture (including chairs, lounges, tables, umbrellas and umbrella bases it will be of good working condition. OWNER will supply one base for each umbrella. CONTRACTOR will not be responsible for any damages to pool furniture or liable for injury to patrons caused by pool furniture.
- F. The OWNER shall ensure that the swimming pool facility complies with all building codes and the Local Health Regulations in effect. The OWNER shall provide, in good working condition, all necessary equipment for the safe operation of the facility, including but not limited to filtration equipment, pool ladders, rescue tubes, backboard with straps, head immobilizer, deep water divider ropes, elevated guard station(s) and lifeguard umbrella for each guard station.
- G. OWNER will have a telephone at the pool (tone, hard wired, push button) prior to official opening date available to the personnel at all times. Where pre-opening Health Department inspections are conducted a turn on date of April 15th is required.
- H. OWNER will provide CONTRACTOR and CONTRACTOR’s employees with free parking to service the facility.
- I. OWNER will provide all utilities; water, electricity and gas (if needed) for the operation of the pool.
- J. OWNER will provide CONTRACTOR with a copy of OWNERS approved pool rules for the facility.
- K. OWNER will provide CONTRACTOR a safe working environment.
- L. OWNER shall provide, free of charge, adequate and conveniently located storage space for cleaning materials and equipment of CONTRACTOR and shall be responsible to CONTRACTOR for the security of such place.
- M. OWNER will be responsible for any lab testing required by Health Department.

## **PART 8 – INSURANCE**

The Company shall maintain the following coverage:

- A. Worker’s Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this agreement.
- B. General liability insurance in the amount of \$1,000,000.00
- C. Professional liability insurance and punitive damages in the amount of \$1,000,000.00

Upon written request by Owner, Company agrees to supply copies of certificates of insurance to the Owner verifying the above-mentioned insurance coverage. Company further agrees to list Owner as an additionally insured on policy for a fee of \$350 payable in accordance with section PAYMENT DISCLOSURE. It is the responsibility of the Owner to provide all other insurance coverage.

Company assumes no liability for any damage or injury to any persons or property arising from or caused by Acts of God. Except as to the employees of the Company, Company assumes no liability for any damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal. The Company assumes no liability for the acts of any “Good Samaritan” or “First Responders”. The Company shall not be liable or responsible to any person or entity for any loss, injuries and/or damages that arise at any time, except such loss, injuries and/or damages that are the direct result of acts or omissions of the Company or its employees. The Company shall not be liable for loss of or damage to the personal property of any person or persons utilizing the pool or its facilities. The Owner further agrees to indemnify and hold the Company harmless from any and all claims (including claims of vicarious and/or joint and several liability), injuries or damages to persons or property arising from any event or circumstance occurring at the pool or its facilities except for those acknowledged by the company as, or proven in a legal proceeding to be, proximately caused by the negligence or gross negligence of the Company or its employees.

The Owner agrees to maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident/each person.

The Company shall not be liable for claims arising from defects in the Owner's premises, equipment, amenities, furniture, or recreation equipment. Owner asserts and attests that all items are in a safe and usable condition and meet any and all necessary standards for usage. Company may notify Owner of any conditions that may pose a hazard but is not required to do so. It is the sole responsibility of the Owner to repair, remove or replace any defective items that are the property of the Owner.

Owner agrees to provide Company with proof of insurance in the form of Certificates of insurance verifying the above-mentioned insurance coverage.

## **PART 9 - ADDITIONAL PROVISIONS**

- A. All repairs needed to render the pool in operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by the OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.
- B. REPAIRS, BILLS, AND INVOICES: OWNER shall pay all repair bills and invoices submitted by CONTRACTOR within 15 days of receipt. This covenant is an independent covenant of this contract. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full.
- C. All applicable sales taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented by CONTRACTOR and shall be applied as an extra amount to all invoices.
- D. If OWNER requires vendor to register with a company in order to receive payment for their services (ie, a Compliance Depot) OWNER will reimburse VENDOR the cost of the fee plus a \$95 processing fee.
- E. OWNER agrees not to hire or contract with CONTRACTOR'S current or past personnel to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates, or two years from the date of termination of the CONTRACTOR'S employees. In the event that the OWNER breaches this, the OWNER agrees to pay CONTRACTOR, a placement fee equal to 30% of the total contract price herein.
- F. Any increases in federal or state minimum wage subsequent to the submission of this contract will be passed onto the
- G. OWNER at an amount calculated at 118% of the minimum wage increase multiplied by the number of hours for season that the pool will be open per Part 1.
- H. In the event that OWNER shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CONTRACTOR, at its option, may terminate this agreement immediately.
- I. OWNER hereby agrees to contract with CONTRACTOR to manage and operate the pool site during the term of this Agreement. If OWNER is not the actual owner of the pool site, but rather a management company or person acting as the agent of the owner of the property, OWNER hereby declares and affirms that it is acting within the scope of its authority in entering into and executing this Agreement.
- J. OWNER hereby agrees that CONTRACTOR is utilizing OWNER property and CONTRACTOR will not be held liable for damage that is caused due to OWNER property.
- K. This Agreement may not be amended or modified except by written instrument executed by the parties.
- L. It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement.
- M. This Agreement shall be governed and construed in accordance with the laws of the State where CONTRACTOR is domiciled.
- N. Should the pool not open by 4:00 PM due to inclement weather, the pool will be closed for the remainder of the day.
- O. Should the pools operating hour schedule per PART 1 have the pool closed on any day that is a holiday than the pool will remain open for the holiday and close the following day.
- P. CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area.
- Q. Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.
- R. If OWNER is required to provide an Automated External Defibrillator "AED" due to State, County or municipality code and has not done so, CONTRACTOR reserves the right to supply these items and invoice OWNER. CONTRACTOR recommends that all facilities regardless of code have an AED on site.

## **PART 10 - CLOSURES**

CONTRACTOR reserves the right to close the pool in an emergency situation, inclement weather, breakdown of equipment, inadequate security for the protection of the personnel at the facility, violation of local or state ordinance, or any other condition or circumstances which, in the judgment of CONTRACTOR, endangers the health or safety of the personnel or patrons and this shall not constitute a breach by CONTRACTOR. If the emergency event causes the pool facility to be closed for more than seven (7) consecutive days and such event was not caused by any act or omission of the OWNER, then CONTRACTOR shall refund to the OWNER the variable costs of the contract that are defined as fifty percent (50%) of CONTRACTOR'S actual daily operating cost beginning from the 8th day until the pool is reopened, or the end of the term of the Agreement, whichever occurs earlier.

## **PART 11 -WARNING**

Ground water pushes upward against the bottom and sides of a swimming pool in much the same way that water pushes upward against the bottom and sides of a boat. If this ground water pressure exceeds the downward and side pressure from the weight of the pool and the water it contains the pool may "float" or rise out of the ground or collapse.

Draining a pool reduces the downward and side pressure of the pool and therefore decreases resistance to the upward and side thrust of the ground water. Proceeding with the draining of a swimming pool, without first determining that the water table is not high and that all precautionary measures are still functional from when the pool was constructed, invokes certain amount of risk. Determination of the existence of a high water table and the proper functioning of the hydrostatic relief valve is costly. Unless the determinations are made by the OWNER, there is a risk of flotation any time a pool is drained. This risk must be assumed by the OWNER of the pool when it is drained. CONTRACTOR shall not be responsible for hydrostatic damage to the pool structure or surrounding area.

## **PART 12 – DEFAULT**

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement "terminated" and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

In the event that OWNER considers CONTRACTOR to have breached any provision of this Agreement or failed to perform or unsatisfactorily performed any obligation under this Agreement, OWNER shall have the right to terminate the services provided hereunder, provided: (1) a certified written complaint is made promptly to CONTRACTOR stating the precise nature of the deficiencies in performance and/or quality of service; (2) CONTRACTOR has not corrected the deficiencies within ten (10) days from the date written notification is received; and (3) OWNER has complied in all material respects with its obligations under this agreement. Unless OWNER complies with Agreement, OWNER shall not be entitled to set off, reduce, offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.

## **PART 13 - LIQUIDATED DAMAGES**

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination. In the event of a breach of this Agreement by OWNER prior to CONTRACTOR commencing opening as defined in Part 2, CONTRACTOR shall be entitled to 30% of the total contract price as liquidated damages.

## **PART 14 - BINDING EFFECT**

The terms and provisions of this Agreement shall be binding on the OWNER, its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without the prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement. If OWNER has provided CONTRACTOR documents as addendum to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provision contained in CONTRACTOR'S contract shall control.

## **PART 15 - EXTENSION OF SERVICE**

CONTRACTOR shall, if requested by the OWNER, for an agreed upon non-refundable or cancelable fee, operate the pool prior to or beyond the Dates specified in Part 1, provided the OWNER gives CONTRACTOR a minimum of two (2) weeks notice. The cost associated will be separately negotiated.

## **PART 16 – MISCELLANEOUS**

This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. IN WITNESS HEREOF, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement in behalf of each party.

## **PART 17- EFFECTIVE DATE**

This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season(s) May 23, 2026 through September 7, 2026. This agreement shall then continue from year to year on the same terms and conditions set forth herein, at an amount not to exceed an increase of ten (10%) percent each swim year. In the event that owner desires not to renew and extend this agreement as provided herein, owner shall provide company with written notice by certified mail delivered to 5485 Bethelview Rd. suite 360-305 Cumming, GA 30040 prior to September 15, of each year.

**OWNER acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the pool facility. This Agreement is a valid and legally binding obligation of OWNER and is fully enforceable against OWNER and the party which owns and operates the pool facility.**

Reproduction of this form in a part or a whole is illegal pursuant to all copyright acts.

ACCEPTED:

**AQUATIC MANAGEMENT INC.**  
By AMI LLC

CONTRACTOR

OWNER/AGENT

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



***PMI- Your Premier Commercial Pool  
Services Provider***

# City of Palestine



**+855-794-6764**



**[joel@poolmanagementinc.com](mailto:joel@poolmanagementinc.com)**



**[poolmanagementinc.com](http://poolmanagementinc.com)**



# Introduction

Welcome to Pool Management Inc. (PMI), where *excellence* in commercial pool services is not just our goal—it's our promise. As a *leading provider* of premier pool management solutions, we understand that the success of your aquatic facility hinges on *impeccable care, reliable safety measures,* and a *pristine environment*. Our *dedicated* team combines industry *expertise* with a *commitment to innovation*, ensuring that every pool we manage delivers exceptional performance and creates an inviting safe space for your guests.

In this proposal, you'll discover how PMI's comprehensive services, from meticulous *cleaning* and *maintenance* to *advanced safety protocols* and *cutting-edge technology*, can transform your pool facility. Whether you're managing a community pool, a luxurious hotel resort, or a bustling waterpark, our tailored approach ensures that your needs are met with the highest standards of quality and professionalism.

***Join us on a journey to elevate your aquatic facility to new heights. With Pool Management Inc., you're not just investing in a service—you're partnering with a team dedicated to***

# Safety Information



**Child drowning is a silent tragedy.** Contrary to what many believe, there are no splashes or cries for help when a child is in danger. It happens quickly, quietly, and often without warning.

- **58% of parents do not consider drowning a threat to their children.** (Source: ISR)
- **Drowning is the leading cause of death for infants and young children between the ages of 1-4.** (Source: CDC)
- **Drowning is the second-leading cause of unintentional injury deaths in children aged 1-14 years.** (Source: CDC)

The reality is stark and sobering. **Drowning doesn't discriminate,** but certain communities are at greater risk. For example, **African American children are 20% more likely to suffer fatal drownings than their Caucasian peers.** (Source: CDC)

## The Solution? Qualified Lifeguards & Rigorous Safety Training



Ensure that your pool is **managed by professionals who understand** the critical importance of lifeguard management. Don't leave it to chance—protect what matters most.





# About Us

At Pool Management Inc., we specialize in delivering top-tier commercial pool management services. With a deep commitment to safety, quality, and innovation, we are dedicated to ensuring that your aquatic facility operates smoothly, efficiently, and, above all, safely.

## *Our Purpose*

At Pool Management Inc., *our purpose is to elevate the standards of commercial pool management* by providing exceptional service that goes beyond the basics. We strive to create aquatic environments where safety, cleanliness, and enjoyment are at the forefront, ensuring that every facility we manage is a source of pride for its owners and a delight for its users. Our dedication to *innovation*, *sustainability*, and *meticulous care* drives us to consistently deliver superior results, making us the *trusted partner* for businesses that demand excellence in their pool operations.



GET TO KNOW

# Who We Are

## Expertise

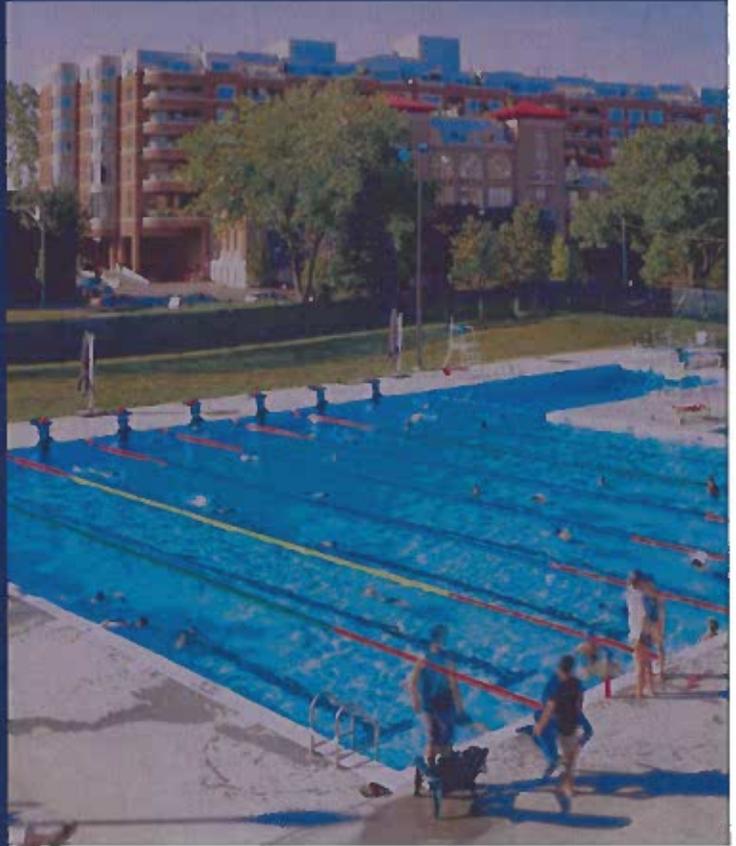


Our team consists of highly skilled professionals with extensive knowledge in commercial pool management. From pool technicians to lifeguards, our staff is fully certified and trained to handle all aspects of pool care, maintenance, and safety.

## Innovation



In an ever-evolving industry, we stay at the forefront of innovation. From eco-friendly cleaning practices to the latest in pool technology, we continuously seek ways to improve efficiency, sustainability, and overall pool performance.



## Dedication



We are committed to the success of each pool we manage. Whether it's a community pool, aquatic center, or water park, we approach every project with dedication and attention to detail. We ensure the water is crystal clear, the facilities are well-maintained, and safety protocols are strictly adhered to.



# What We Offer

*Our comprehensive pool management services are designed to ensure that your facility is safe, well-maintained, and enjoyable for everyone. Here's what we bring to the table:*

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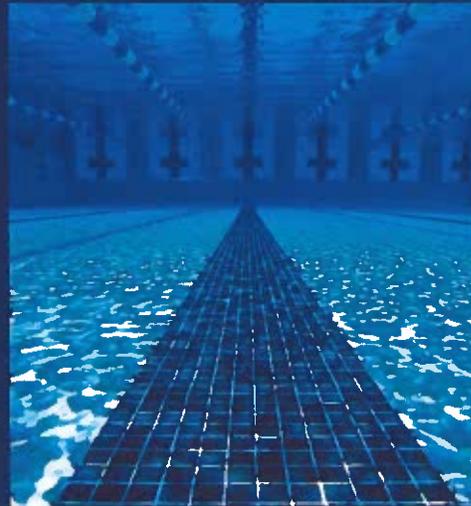
## **Full-Service Department:**

From routine maintenance to emergency repairs, our full-service department covers all aspects of pool management, ensuring a seamless experience.



## **Certified Lifeguard Staff:**

Safety is our top priority. We provide certified lifeguards who are trained to the highest standards, and ready to keep your pool safe and secure.



## **Monthly Safety Training**

**and Audits:** To maintain the highest standards of safety, we conduct monthly training sessions and safety audits for our staff, keeping everyone prepared and vigilant.

## **Community Programs:**

Our community-focused programs include swimming lessons, safety workshops, and events that engage and educate pool users of all ages.



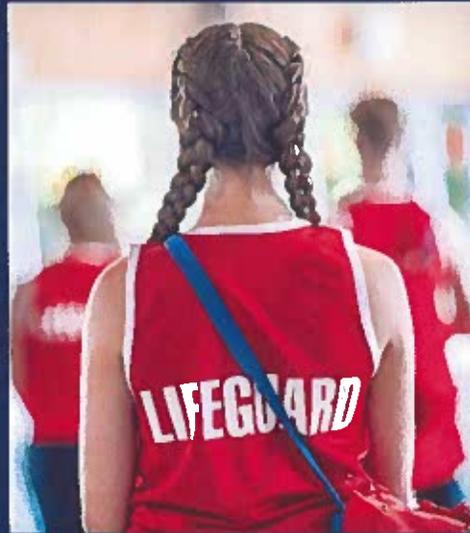
# What We Offer

## **Easy Billing and Payments:**

We simplify the billing process with clear, straightforward payment options, making it easy to manage your account.

## **Team Support and Field**

**Knowledge Experts:** Our team is backed by industry experts with deep knowledge and experience, providing you with the best possible service and support.



## **Additional Management**

**Personnel:** We provide extra management support to address any issues promptly and maintain smooth day-to-day operations.

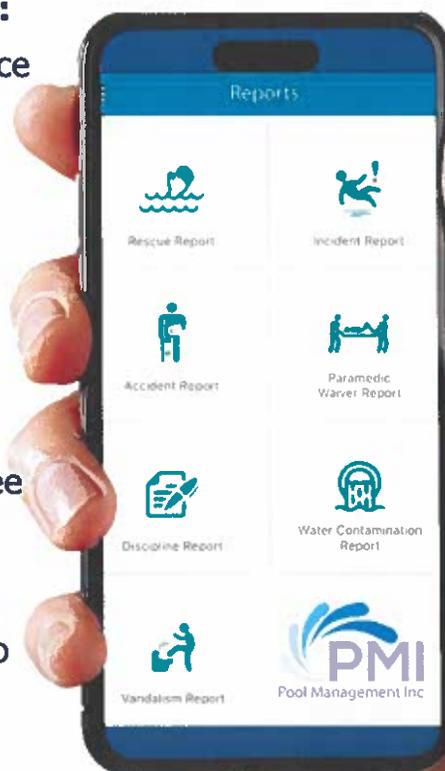
## **Community Programs:**

Our community-focused programs include swimming lessons, safety workshops, and events that engage and educate pool users of all ages.

# Innovative Technology for Seamless Pool Management



- **Efficient Staff Management:** The app simplifies staff management by tracking clock-in and clock-out times, ensuring accurate records and smooth shift transitions.
- **Audit Tracking:** Keep a close eye on the condition of your pool with real-time tracking of audits, ensuring compliance with safety and operational standards.
- **Incident Reporting:** When an incident occurs, our app allows for immediate logging and notifies our team instantly, so necessary repairs or fixes can be handled promptly.
- **Chlorine Level Monitoring:** Stay ahead of pool maintenance with automated tracking of chlorine levels, helping to maintain a safe swimming environment at all times.
- **Streamlined Scheduling:** Our app makes scheduling hassle-free, allowing you to see at a glance who is on duty, what tasks are being performed, and what needs to be done next.





# CONTACT US



**+855-794-6764**



**[joel@poolmanagementinc.com](mailto:joel@poolmanagementinc.com)**



**[poolmanagementinc.com](http://poolmanagementinc.com)**

# **Aquatic Management Agreement**

**THIS AGREEMENT, between Pool Management Inc (the “Company”) and City of Palestine (the “Owner”), is to provide management services by the Company of the Owner’s aquatic facility located in Anderson County, TX, in accordance with the specification, conditions, and terms set forth herein.**

**PROPOSAL EXPIRATION OPTION:** This contract is void at the Company’s option if not executed by the Owner and returned to the Company by **November 20, 2026**.

**SCOPE AND OPERATIONS\*** Company shall commence operations upon award and execution and is prepared to provide service in the form of seasonal lifeguard and staffing contract from that point forward, and for those successive years as awarded for the period being May 23, 2026, through September 7, 2026.

Company shall conduct a full walkthrough inspection of pool(s) and of all pool safety zones and areas, equipment and supplies. Company shall provide Customer with written report of same prior to pool opening date, to include risk management and water safety recommendations.

Company shall provide lifeguard services and staffing including interviewing, hiring, placement, training, and management, consistent with the operating schedule provided by the Customer. The requested staffing and operational hours are:

**Dates Of Operations: 05/23/2026 – 09/07/2026**

Company shall assist in maintaining daily maintenance, safety and service logs, and record electronically.

Company shall offer assistance with programming and special events, if requested

Company shall offer opening and closing services, if requested

Company shall offer chemicals, supplies, maintenance and repairs if requested

**PAYMENTS** PMI (the Company) is a vendor unique to the pool management industry in that we offer a two-tier pricing program that allows our client complete control of the staffing and labor component of their operations.

Company shall present a base management fee that covers the cost of maintenance, advertising, marketing, recruiting, interviewing, pre-screening, background checks, on-boarding, pre-opening training and in-service, certifications, daily management of operations, insurance, risk management, water safety support, water safety training, and water safety audits. This annual fee shall be paid on an agreed payment plan by the Customer and Company.

**Base Management Fee:  
1 Year Contract \$25,590.00 Per Year**

Base Management	DUE							
	15-Sep	1-Dec	1-Feb	1-Apr	1-Jun	1-Jul	1-Aug	
<b>1 Year</b>	\$25,590.00	\$1,279.50	\$1,279.50	\$1,279.50	\$2,559.00	\$7,677.00	\$7,677.00	\$3,838.50

*Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule*

PMI (the Company) shall also present an hourly rate for staff provided at Customers facility. The Customer agrees to pay for the **actual hours** used at Customers facility that Company's staff works on your site, which is captured by an electronic time keeping system. Company shall invoice Customer only for the **actual hours** used. No longer will you pay for days your pool is closed or for hours that staff is not at your facility. Example; bad weather, special events, low bathing load or mechanical failure.

**Hourly Rate:**

**\$21.85 Per Hour, Per Head Lifeguard**

**\$20.35 Per Hour, Per Lifeguard**

**\$18.65 Per Hour, Per Gate Attendant**

*\*Hours of operations and staffing levels are based upon the schedule provided by the Customer.*

ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered in accordance with the specifications, terms and conditions and addenda attached hereto. Owner may cancel the Agreement for nonperformance by the Company as provided in the Cancellation section of the Agreement. Owner acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the pool facility. Owner agrees to the contract specifications in the proceeding body Agreement. Any actual changes must be listed in a separate Addendum.

***Pool Management Inc.***

By: Pool Management, LLC

Name: \_\_\_\_\_

By: Contract Department

Date: August 17, 2024

***City of Palestine***

Name: \_\_\_\_\_

Authorized Agent - "Owner"

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **Aquatic Management Agreement Alternates**

**Add Option 1: \_\_\_\_\_(initial to accept)**

**Aquatic Supervisor**

**\$25.45 Per Hour (Minimum 25 Hours Per Week) Payments– 10% Signing, Equal payments May 1 through August 1**

Manage the operation of aquatic facilities, activities, swimming programs, and department staff.

Supervise and guide employees.

Manage operations of assigned areas within available resources and budget.

Adhere to aquatic safety standards and guidelines.

Plan and organize staff assignments and workloads.

Assist with hiring, training, and auditing of aquatic staff.

Recommend changes to existing aquatic programs as needed.

Conduct various aquatic entertainment and activities to attract more patrons.

Assist in research, facilitation and building quality aquatic programs that provide customer satisfaction.

Provide information about aquatic programs to schools, recreation officials, community service groups, and the public..

**Add Option 2: \_\_\_\_\_(initial to accept)**

**Staff Uniforms**

**\$100.00 per staff member**

**Add Option 3: \_\_\_\_\_(initial to accept)**

**Staff Lifeguard Certifications**

**\$350.00 per staff member**



# Contact Information

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## 1st Contact Person

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## 2nd Contact Person

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Accountant / Billing Address

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Facility Address

Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Pool Phone: \_\_\_\_\_



# SWIM LESSONS

## For All Skill Levels

Sign up  
**TODAY!**

Now Offering Swimming Lessons  
at Name Pool!

### June 9<sup>th</sup> – June 19<sup>th</sup>

Classes available for ages 3-5 and 6-9  
Monday –Thursday 9:15am -9:45am  
Monday –Thursday 10am -10:30am

### July 7<sup>th</sup> - July 17<sup>th</sup>

Classes available for ages 3-5 and 6-9  
Monday –Thursday 9:15am -9:45am  
Monday –Thursday 10am -10:30am



#### FAQ

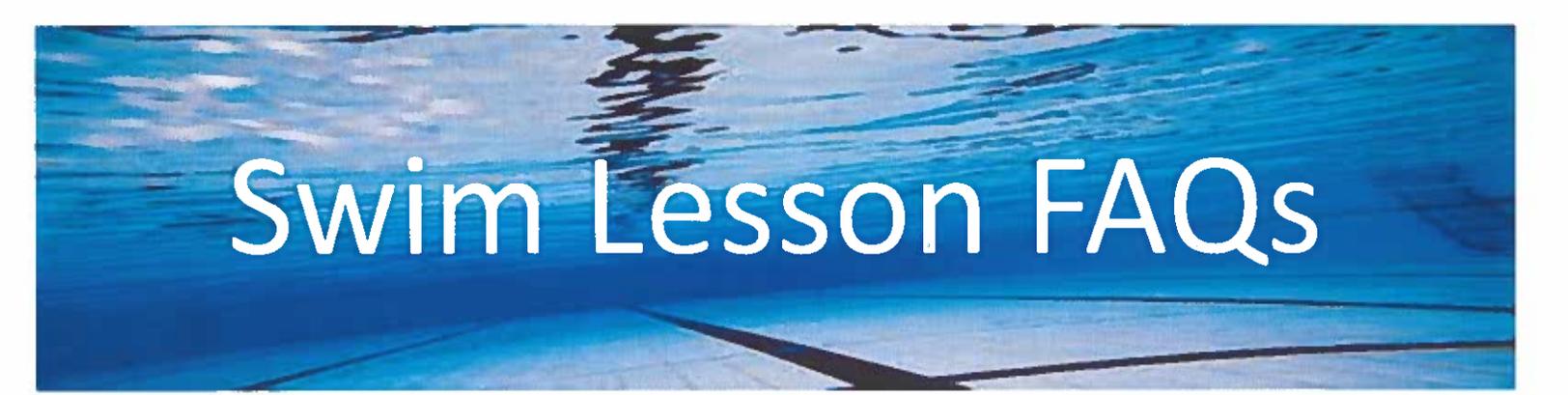
- Lessons are first come first serve
- Cost \$50.00 per participant for ages 3-5
- Cost \$65.00 per participant for age 6-9
- There are (8) 30-minute lessons in a session
- We ask you arrive 10 minutes early
- Parents are required to be present at all lessons

To sign up, please visit

[www.poolmanagementinc.com](http://www.poolmanagementinc.com). Complete the Swim Lesson sign-up form. If you have questions, please contact Pool Management Inc Corporate office at 855-794-6764.

Office hours are Monday – Friday from 8AM-5PM





# Swim Lesson FAQs

## What to Expect:

Each swim lesson is 30-minutes long. Based on the groups skill level assessed on the first day, the instructor(s) can give you a better idea of what each class will entail.

## What Time to Arrive:

In order for class to begin on time please arrive no later than 10 minutes before your scheduled class time.

## What to Bring:

1. You should have your child dressed and ready in their swimming suit. A simple suit with no frills is best. Depending on weather you may consider a swim shirt as well.
2. Have sunscreen already applied to your child. It's recommended children wear nothing less than SPF 50
3. A towel for your child while they are out of the water or for after the lesson.
4. Goggles are not required but may be desirable for your child. Do not bring goggles or face wear that covers their nose or mouth.

## I Am a Parent, What is My Role:

1. Parents are required to stay for the duration of the lesson.
2. It's important for parents to observe so they can work with their child outside of the lessons and improve upon their child's skills.

## What if My Child Misses a Lesson?

Instructors offer make up lessons on Fridays during the session. Please consult with your instructor for more details.

## What if I Sign-up My Child Up and Decide Not to Participate?

Please contact our offices and be prepared to have your sign-up date, contact information, facility name and receipt of payment. PMI will offer a full refund as long as we can match your payment.

**EFFECTIVE DATE:** This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season(s) May 23, 202, through September 7, 2026. **THIS AGREEMENT SHALL THEN CONTINUE FROM YEAR TO YEAR ON THE SAME TERMS AND CONDITIONS SET FORTH HEREIN, AT AN AMOUNT NOT TO EXCEED AN INCREASE OF FIFTEEN (15%) PERCENT EACH SWIM YEAR. IN THE EVENT THAT OWNER DESIRES NOT TO RENEW AND EXTEND THIS AGREEMENT AS PROVIDED HEREIN, OWNER SHALL PROVIDE COMPANY WITH WRITTEN NOTICE BY CERTIFIED MAIL DELIVERED TO 8725 Roswell Rd, Ste H Sandy Springs, GA 30350 PRIOR TO SEPTEMBER 15, OF EACH YEAR.**

**TELEPHONE:** The Owner agrees to be responsible for and to provide an operational touch-tone telephone thirty (30) days prior to opening and accessible to personnel at pool site. Consistent with health department regulations and for safety reasons facility shall only be open when the land line telephone is operational. The telephone must be capable of receiving incoming calls and be a dedicated land line for communication and management purposes. The telephone cannot be cellular or portable for facility location and address will not register with Emergency Services.

**FIRST AID KIT:** Owner agrees to be responsible for supplying and maintaining a completely stocked first aid kit, consistent with local health department regulations. Owner agrees to pay for first aid kit or supplies as needed.

**MINIMUM SAFETY STANDARDS:** Owner agrees and acknowledges that it is Owner's responsibility and duty to operate Owner's facility within the established building codes and the local health department regulations and "minimum safety standards". The National Swimming Pool Foundation (NSPF), the National Electric Code (NFPA), the CDC's Recreational Water Illness Prevention, and any and all local health and building codes shall be used as minimum standards for safety herein. The NSPF may be obtained from [nspf.org](http://nspf.org) or Granby Circle Colorado Springs, CO 80919; the National Electric Code is available from the [nfpa.org](http://nfpa.org) or Batterymarch Park, Quincy, MA 02169; the CDC information is from [cdc.gov](http://cdc.gov) or Clifton Rd, Atlanta, GA 30333; and your local health codes are available from the county environmental health department.

Owner agrees to complete all the repairs needed inside facility's enclosure. The Company shall assist the Owner at Owner's facility into compliance with minimum safety standards including but not limited to:

1. Tile depth markings at water line and safety warnings on pool deck.
2. Safety equipment: ring buoy(s), rescue tube(s), Coast Guard approved Life Jackets, shepherd hook(s), first aid kit, safety rope with buoys.
3. Provide Company a safe working environment.
4. GFI circuit breakers for underwater pool lights, good working pool equipment and a safe working environment.

Payment for work and equipment to bring Owner's facility within minimum standards on the above items shall be the responsibility of the Owner in accordance with section **PAYMENT DISCLOSURE**.

**MINIMUM WATER SAFETY STANDARDS:** The Company shall maintain adequate staffing levels as provided for in section **OPERATIONALTIMES** to meet the "10/20 Rule" and/or the "5-minute Scanning Strategy". The Company defines minimum water safety standards as "the reasonable supervision and protection afforded to swimmers in all aquatic facilities" located on the premises of an aquatic facility including recreational pools, lap pools, diving wells, lazy rivers, children's pools, waterslides and other aquatic attractions. Company shall retain personnel and staff that will meet the lifeguard certification standards set forth by the American Red Cross and the local or State Department of Public Health.

The Owner agrees, unless otherwise agreed upon, to provide all aquatic safety rescue equipment necessary to provide quality care for swimmers who patronize the swimming facility including, but not limited to, for each facility, rescue tubes, lifeguard stand/stations, spinal extrication board with head/neck stabilizing supports, supplemental oxygen, Automatic External Defibrillators (AED), seal-easy face masks, Bag Valve Masks

(BVM's) (for adult/child/Infant), first aid kit, bloodborne kit, ring buoy/rope, shepherd's hook, fanny packs, surgical gloves and one V- vacuum suction device.

Company shall provide one unannounced safety audit per quarter per facility and report finding of the audit upon completion. The audit shall include unedited video and a written evaluation.

Company agrees to designate a representative to attend Owner's "monthly" meetings to report on aquatic facility's operations. Owner agrees to provide Company a 30-day notice of Owner's scheduled "monthly" meetings.

Company shall develop and establish an Emergency Action Plan (EAP) to maintain overall safety for Owner's facility, which must be approved in writing by Owner. Copies of the EAP will be made available prior to the opening of the facility.

The Owner agrees, unless otherwise agreed upon, to provide on ample amount of Coast Guard Approved Life Jackets (CGLJ) for all swimmers at Owner's facility that is less than 48" (inches). This water safety equipment is necessary to provide quality care for swimmers who patronize the facility to ensure their water safety. Company agrees to provide proper signage and measuring instrument to standardize swimmers who are less than 48" (inches) to provide the CGLJ. Company shall provide and administer a water safety "swim test" (swim 1 length of pool and tread water for 60 seconds) for swimmers that are 48" (inches) or less to test their "basic" water safety swimming skills.

Owner's aquatic swimming facility shall be separated into "safety zone(s)". Company shall assist Owner to determine water surface square footage. Company shall recommend an adequate number of safety zones to provide the highest level of supervision and water safety based on local and state regulations, industry standards, the 10/20 rule and the 5-minute scanning strategy. Company recommends that supervision by certified personnel be required for any use of the pool. Owner agrees to indemnify and hold Company harmless for any claims arising from use of facilities other than during supervised hours. Company agrees to write schedule per the conditions of this agreement except where the schedule is changed due to inclement weather, low bathing load, repairs, fecal matter contamination or the Owner's request for modification of personnel's shifts. Company shall schedule personnel to operate the facility in accordance with section **OPERATIONALTIMES**.

**Note:** If Owner elects to change the schedule in accordance with section **OPERATIONALTIMES** any time during this agreement, the Owner agrees to provide 7 day written notice to allow company time to accommodate schedule change.

Under normal conditions five (5) personnel shall be at Edward Thomas Pool and under normal conditions two (2) at William Diggs Pool Company may determine personnel requirements based on bathing load, pool size, established safety zone(s), 10/20 Rule and/or the 5 Minute Scanning Strategy. Company shall notify Owner of any necessary staffing increases to accommodate a higher level of security and/or a higher level for customer service. Increased staffing levels could be provided for; heavy usage, private parties or events, holidays and/or any other activity that arises that is not a "normal condition" of facility.

Once every hour, for a period of ten minutes, the pool shall be cleared of all children 17 years and younger. (Safety Break) During this period, personnel shall not be on duty and neither the personnel nor the Company shall be responsible for people using the pool during said safety break.

**CHILDREN'S POOL:** If children's pool is unsupervised by company personnel, the supervision and safeguarding of users of the children's pool shall be the responsibility of the parent or guardian of the children using the children's pool. Company shall not be responsible if pool is unsupervised by company personnel, for any injury or loss resulting from use of the children's pool. Owner agrees to indemnify and hold Company harmless, if pool is unsupervised by company personnel, from any and all claims for damages or injuries, or both resulting from the utilization of Owner's children's pool.

**PERSONNEL:** Company personnel who work with the Owner's facility in fulfilling the terms of this Agreement shall be employees of the company and be directed solely by the Company.

1. The Company shall maintain at its expense personnel to perform Company's responsibilities hereunder. Company shall have sole and complete authority for recruiting, hiring, training, promoting, supervising, compensating, motivating and disciplining such personnel for establishing the terms and conditions of their work environment. Such personnel shall be under the Company's exclusive direction and control.
2. The Company shall train personnel. Personnel not performing up to the standards of the Owner will be replaced by the Company within 5 days of receipt of written request by Owner or designated representative.
3. Personnel shall have the authority to discipline patrons at the Owners' facility within their best judgment and sole discretion consistent with the published and posted rules of the Owner, and minimum safety standards as established herein.
4. Personnel are not required to tolerate abusive language or physical confrontations by facilities members or guests. If either occurs, the facility Owner or guest will be required to leave the active area and/or premises at the request of personnel. Should guests not comply, the local authorities shall be called. Company has authority to call the appropriate law enforcement authority for assistance and/or arrest if the Company feels necessary. Company feels this action is in the best interest of other facility members or guests and/or company personnel.
5. The Owner remains solely responsible for decisions to readmit anyone temporarily banned from Owner's facility. Decisions to temporarily ban or readmit violators shall be immediately conveyed in writing between the parties to this Agreement.
6. Anyone not abiding by the rules or blatantly disregarding them shall be warned and may be asked to leave the pool and/or facility. Should any individual pose an ongoing problem, that matter will be brought to the attention of Company's office and Owner's contact person.
7. Facility will not be staffed any day that public schools are in session unless specifically noted in Dates of Operations on page one of this agreement.
8. Company's management staff shall train personnel on operation of Owner's facility.
9. Company's staff shall supervise personnel.
10. Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its personnel at Owner's facility. Owner acknowledges that such information and investment is a valuable asset of Company's business. Owner agrees not to hire or contract (without the prior written consent of Company) any personnel or former personnel of the Company directly or indirectly to work at, service, or be connected in any way with the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement. Owner further agrees not to contract for aquatic management, maintenance or services as described herein with any other company or individual who makes use of former Company's personnel to work at, service, or be connected in any way at the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement. If Owner works with Company's staff directly or indirectly, Owner agrees to pay Company 80% of the Management Fee Agreement price as a placement fee.

**PERSONNEL RESPONSIBILITIES:** Personnel shall be required to be responsible for the following duties:

1. Supervise main pool.
2. Record bathing load at facility.
3. Support water safety.
4. Enforcing Owner and Company's rules for the safety and convenience of Owner's patrons.
5. Assisting Owner in monitoring usage of facility.
6. Assist with picking up trash at facility.

7. Lock and secure facility upon closing.
8. Owner agrees to report and document any action that may jeopardize the spirit and content of this agreement to company's corporate office.

**TRANSITION PERIOD:** Should time elapse between the end of a current service and the start date of a successor agreement: the Owner agrees that an unattended aquatic facility is subject to the development of algae, chemical imbalances, accumulation of debris and leaves. The conditions that may adversely affect the filtration system and those that may contribute to the possibility of freeze damage and other conditions not specified or limited to those above will be reviewed and the conditions evidenced will be reported to the Owner for action as the Owner deems in its best interest. Should the facility require cleaning or repairs to prepare for the inspection and opening per this agreement or a successor agreement, the Owner agrees to pay the Company to remedy this condition or on a basis mutually agreeable to the parties.

**AQUATIC CLEANING RESPONSIBILITIES:** Company shall be required to be responsible for the following duties and on-site cleaning for the purpose of maintaining the facility to industry standards.

1. Checking water chemistry and recording readings.
2. Check & adjust water level in pool(s)
3. Clean gutters, skimmers and drains according to the company's cleaning schedule.
4. Vacuuming pool according to company's cleaning schedule.
5. Clean scum-line around pool edge according to the company's cleaning schedule.
6. Skim surface of pool(s)
7. Brush wall & side of pool(s)
8. Blow off deck according to company's cleaning schedule.
9. Straightening deck furniture.
10. Assist with picking up trash at facility.
11. Emptying trash receptacles
12. Backwash and clean filter system.
13. Clean & empty hair & lint traps according to the company's cleaning schedule.
14. Perform requisite repair work as authorized and needed by Owner.
15. Report on services and duties on Customer web portal for Owner's inspection.

**WEEKLY SERVICE:** Company personnel shall service the pool no less than two (2) times per week under normal operation of the pool. Additional visits may be scheduled for additional cost.

The Owner agrees that the facility and equipment rooms shall be available to Company at all times during the term of the Agreement. Owner further agrees to notify Company of any defects or maintenance issues of their facility and premises including but not limited to, pool equipment, pumps, chlorinators, vacuum system, lifeguard stands and/or any other water/safety issues. Owner also agrees to supply any previous Health Department inspections and/or violations.

**RAIN DAY:** In the event of severe weather, Company shall temporarily close the facility whenever threatening weather approaches for the overall safety of swimmers and patrons. This shall not require any change or adjustment in any provision to this agreement. Lightning, thunder and high winds constitute severe weather and are a danger to swimmers. At the first occurrence of thunder or lightning, pool shall be closed to swimmers for 30 minutes. Should thunder or lightning persist, pool shall remain closed until 30 minutes after the last occurrence of thunder or lightning. Deck area shall also be closed for 30 minutes after each occurrence of lightning.

**UNUSUAL CONDITIONS:** Emergency Closing of facility: The Owner and/or the Company may close the facility in an emergency situation, whether the emergency is caused by a breakdown of equipment, any act of God, repairs, or by any other causes outside the control of Company. This shall not require any change or adjustment in any provisions of this agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operation Company shall refund fifty percent (50%) of the daily operational cost to Owner until such time as the facility is reopened for normal operation.

The facility shall be closed to swimming in cases where Fecal Matter is present. To comply with national, state and local codes and recommendations, the Company shall close Owner's facility in the event that fecal matter, vomit, or blood should contaminate the pool.

Although glass is not permitted in the facility area during operation, glass can enter the facility area due to vandalism, after hour parties or storms that blow glass top tables into facility. Generally, colored glass entering the pool can be identified and removed. Clear glass is not easily seen, and it is a requirement of the local and state health department that the pool be drained, surface scrubbed and cleaned, refilled and water rebalanced.

**SUPPLIES:** Company shall provide chemicals, and pool supplies at an additional cost to Owner. Company shall purchase supplies on an as needed basis. Owners shall pay for all supplies purchased by Company. Owner agrees to supply, at its expense, bathhouse supplies and retain a cleaning service for the bathhouse. The Company agrees to perform light cleaning of Owners bathhouse. Owner agrees to be responsible for providing, with no cost to Company, to include but not limited to the following items/equipment; water hoses, algae brushes, chemicals and chemical systems, pool vacuum, leaf net, pool poles, water test kit/reagents, vacuum hoses, trash receptacles, gas and blower, flow meters, pressure gauges, mops, toilet brush, brooms, buckets, algaecides, clarifiers, automatic pool fill with auto shut off, operation manual, and trash can liners.

**REPAIR WORK:** The Company shall stand ready to perform any repair work needed during the term of this agreement. It is understood that repair work is an independent covenant of this contract and notwithstanding any alleged breach of any other covenant. The Owner remains solely responsible for all labor and parts to repair its pumps, filters, chemical injection systems and any other physical items not specifically mentioned. Owner shall have the option of using other contractors for repair work. Work performed by Company shall be invoiced as follows:

1. Any work or equipment to be provided by Company or Company's Subcontractors shall be undertaken only upon authorization by the designated representative of Owner. Upon authorization, Company shall perform work and invoice Owner. Owner agrees to pay repair bills and invoices in accordance with section **PAYMENT DISCLOSURE**.
2. The Company shall arrange for repair of plumbing or electrical equipment/services at the Owner's request. Owner agrees to pay invoice in accordance with section **PAYMENT DISCLOSURE**.
3. The Company shall assist the Owner with regards to any necessary major repairs.

**ADDITIONAL PERSONNEL:** The Company agrees to schedule personnel for extra hours of operation at the written request of the Owner and subject to the following:

1. At the option of the Owner, the Company shall schedule personnel for additional hours of operation not covered in section **OPERATIONAL TIMES**. Owner agrees to be responsible for giving the Company no less than seven (7) days of prior written notice. The additional hours not covered by this agreement in section **OPERATIONAL TIMES** is \$34.50 per hour per person.

Additional hours are subject to the availability of personnel.

2. The Company shall not schedule any personnel beyond the hour of 11:00 p.m.
3. Personnel scheduled by the Company, other than those specified in this contract, shall be at the rate of \$34.50 per hour. Amount shall be payable to the Company with the seven (7) day prior written notice. This cost is in addition to the fees provided hereinafter.

**INSURANCE/LIABILITY:** The Company shall maintain the following coverage:

- 1) Worker's Compensation insurance covering all people engaged on behalf of the Company in the performance of the terms of this agreement.
- 2) General liability insurance in the amount of \$1,000,000.00
- 3) Professional liability insurance and punitive damages in the amount of \$1,000,000.00

Upon written request by Owner, Company agrees to supply copies of certificates of insurance to the Owner verifying the above-mentioned insurance coverage. Company further agrees to list Owner as an additionally insured on policy for a fee of \$350 payable in accordance with section **PAYMENT DISCLOSURE**. It is the responsibility of the Owner to provide all other insurance coverage.

Company assumes no liability for any damage or injury to any persons or property arising from or caused by Acts of God. Except as to the employees of the Company, Company assumes no liability for any damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal. The Company assumes no liability for the acts of any "Good Samaritan" or "First Responders". The Company shall not be liable or responsible to any person or entity for any loss, injuries and/or damages that arise at any time, except such loss, injuries and/or damages that are the direct result of acts or omissions of the Company or its employees. The Company shall not be liable for loss of or damage to the personal property of any person or persons utilizing the pool or its facilities. The Owner further agrees to indemnify and hold the Company harmless from any and all claims (including claims of vicarious and/or joint and several liability), injuries or damages to persons or property arising from any event or circumstance occurring at the pool or its facilities except for those acknowledged by the company as, or proven in a legal proceeding to be, proximately caused by the negligence or gross negligence of the Company or its employees.

The Owner agrees to maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident/each person.

The Company shall not be liable for claims arising from defects in the Owner's premises, equipment, amenities, furniture, or recreation equipment. Owner asserts and attests that all items are in a safe and usable condition and meet any and all necessary standards for usage. Company may notify Owner of any conditions that may pose a hazard but is not required to do so. It is the sole responsibility of the Owner to repair, remove or replace any defective items that are the property of the Owner.

Owner agrees to provide Company with proof of insurance in the form of Certificates of insurance verifying the above-mentioned insurance coverage.

**MISCELLANEOUS:**

1. Owner agrees to communicate any comments, suggestions, or complaints concerning the facility, facility staff, or management service directly to the Company's corporate office.
2. When Company's personnel are not scheduled to work at Owners facility the Company shall assume no responsibility or liability at the facility before or after specified hours of operation.
3. To comply with national, state, and local codes and recommendations, the Company shall close Owner's pool in the event that fecal matter, vomit, or blood should contaminate the pool.
4. If there is a change in local, state, or federal laws concerning minimum wage, or concerning any other cost aspect relating to this proposal, the Company may present additional charges to Owner for Owners approval.
5. Company shall recruit personnel utilizing local advertising in schools, newspapers, social media and recruiting job boards. In the event that standard industry methods do not produce required minimums for staffing, owner agrees that company shall provide additional incentive pay or discounted certifications and uniform costs to allow a broader opportunity for personnel. In the event that company must utilize these methods to insure performance under the Agreement, Owner shall provide a per diem reimbursement to company for management of any staffing shortage of an amount not to exceed \$150 per day.
6. Company reserves the right to close facility if air temperature is 69 degrees or lower. This shall not require any change or adjustment in any provision to this agreement.
7. Company shall provide Owner a management tool for accessing Company's network that provides and stores real time data and documents such as payment information, invoices, schedules, pool data reports, service requests, etc. The Owner agrees to pay \$18.00 per month as an additional fee for this service provided by the Company. Owner also agrees to provide a WIFI hotspot at Owners facility.
8. Company shall provide Owner an option to reward the staff at Owners facility with a gratuity for their outstanding service from the past swim year. This benefit would be equally distributed in the direction of the Owner representative.

**COSTS/EXPENSES:** The Owner agrees to pay all reasonable costs and expenses incurred by the Company, in connection with the management of Owners facility. Any and all reasonable fees and out-of-pocket expenses incurred by the Company in connection with the management of Owners facility including but not limited too; insurance, amendments, renewals, hiring, recruiting, staffing, training, operative equipment, water safety and extensions of operations shall be paid by Owner in accordance with section **PAYMENT DISCLOSURE**.

**EXTENSION OF OPERATION:** At the option of the Owner, the Company shall schedule and maintain the facility and provide services to allow swimming before or after the dates in section **OPERATIONALTIMES**. The Owner agrees to notify Company in writing thirty (30) days prior to the "extension of operation". The cost for "extension of operation" not covered by this agreement shall be \$36.50 per hour. Amount shall be payable to the Company with the thirty (30) day written notice prior to the "extension of operation". This cost is in addition to the fees provided hereinafter.

**PAYMENT DISCLOSURE:** The Company hereby proposes to perform the work and services set forth above for the year upon specification, conditions and terms set forth herein in accordance with section **PAYMENTS**. Payments by Owner to Company shall be made in accordance with the section **PAYMENTS**.

Contract Payments are due as indicated above. Any contract payment not made within one (1) day of the

dates listed above shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event contract payment are not received within four (4) days of the dates listed above, the Company shall have the right, at it's option, and within its sole discretion, to interrupt its services under this Agreement and to withdraw and remove all personnel and supplies from Owner's facilities without any further or additional notice to Owner. Any and all other Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, must be accompanied by a fifty percent (50%) deposit. Furthermore, any payments not made on or before five (5) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received ten (10) days from the due date, the Company shall have the right, at it's option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove all personnel and any unpaid for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein.

Notwithstanding any other payment clauses in the Agreement, the Owner shall make prompt payments to invoices under the terms and conditions specified in the Agreement. The Company considers payment as being made on the day funds clear the bank. Owner agrees and is required to make any and all payments under the Agreement within 5 days of the due date. Owner shall promptly pay the Company the amount determined in the Agreement due to the indisputable costs of labor, material and/or supplies. Should there be a dispute as to the amount or manner of determination of any kind, Owner is obligated to promptly pay Company, the amount of payment that is not disputed when due. The portion in dispute shall be paid upon final and non-appealable resolution of such dispute. Upon full payment of any claim or dispute the Company shall sub rated the rights under the Agreement to the Owner with respect to the subject matter of such claim.

Payments by the Owner to the Company for work by Company's personnel or Company's subcontractors is a condition precedent to payments made by the Company to Company's personnel or subcontractors. Company's personnel and any Company's subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Company, for payment of work.

In the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay all said amounts, together with the interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys' fees.

**CANCELLATION:** The Owner shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (1) Owner shall notify corporate office during the swim season (8425 Roswell Rd, Ste H Sandy Springs, GA 30350) by certified mail and by phone of any problem regarding performance as detailed in the Agreement. Company shall have five (5) business days following receipt of certified notification to remedy stated violation of agreement. (the "Remedy Period")
- (2) If Company fails to remedy the violation within the "Remedy Period" as detailed in this Agreement; Owner may then cancel this Agreement by providing Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This agreement shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")
- (3) In the event that the Owner terminates Agreement by procedure stated above, the Owner shall be entitled to a refund for monies paid in advance. Refund to Owner shall be calculated as follows:

Divide the contract price by the total number of days of operation (the first day of the contracted swim season to the last day of the contracted swim season as determined in section 1 of this Agreement). This daily operation cost shall be multiplied by the number of days facility was operated under this Agreement. That amount shall be subtracted from the amount of the contract price paid to the Company by Owner as of the termination date. Company shall refund the remainder amount paid to the Company by Owner as of the termination date.

(4) Refund shall be paid within fourteen (14) business days after termination.

**OWNER CONTACT PERSON:** Please direct all Company communications to the following Owner/ Representative: Owner agrees at least one of the designated "contact person(s)" below is an elected official and/or officer of the Owners organization.

**VENUE AND GOVERNING LAW:** This Contract shall be governed by and construed according to the Laws of where the Company is domiciled. Venue and jurisdiction for any disputes arising out of this Contract shall be in the State or Superior Courts of where the Company is domiciled.

**ENTIRE AGREEMENT, MODIFICATION, and BINDING EFFECT:** This Agreement constitutes the entire agreement of the parties and supercedes any prior agreements, understandings, or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding to ensure the benefit of the Owner and Company and so their respective heirs, successors and assigns.

**STRICT COMPLIANCE:** No failure of Company to exercise any power or right granted herein or to insist compliance by Owner with its obligations and duty herein shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

**SEVERABILITY:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**NONWAIVER:** Owner and Company agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement.

**EXTENSIONS:** Unless otherwise agreed to by Owner and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

**ATTORNEYS FEES & DAMAGES:** In the event of Owners breach of Agreement or legal action to enforce the rights of Company under the terms of this Agreement, the parties agree that the Company shall be entitled to receive as additional damages, any and all litigation expenses, including attorney's fees. Owners further agrees to pay Company 50% of the total Agreement price if Owner elects not to keep the "EFFECTIVE DATE" section of the Agreement valid and in full force permitted by law.

**END OF AQUATIC MANAGEMENT AGREEMENT**



## **Aquatic Center Facility Management**

Prepared by:  
Alison Abbott  
877.248.1872 x707  
alison@usamanagement.com

Local Offices:  
1527 West State Hwy 114  
Suite 107  
Grapevine, TX, 76051

945 McKinney St Suite 540  
Houston, TX 77002

Corporate Office:  
USA Management LLC.  
1595 Peachtree Pkwy  
Suite 204-344  
Cumming, GA 30041





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October 28, 2025

All,

Decades of service have prepared our respective teams for this opportunity to partner together in the management of your Aquatics center in the City of Palestine. We appreciate you recognizing USA Management, as the most experienced Aquatic facility management firm in the nation. USA Management through our strategic partnerships with NRPA, City Managers Association, National League of Cities, World Waterpark Association, Centers of Disease Control, USA Swimming, CMAA, National Club association, NSPF, CAI, ICMA, APSP, American Red Cross, Athletic Business, ARDA, NACO, IAAPA, NAA, AHLA, WOWSA, serve and collaborate to establish SAFETY systems that are transforming the industry standards in the Aquatics industry.

USA continues to operate as the STANDARD that other companies attempt to duplicate. You need an Aquatics management firm and not a backyard pool company. We appreciate the time you continue to invest with USA Management in assessing the professional needs of the aquatic facility for the City of Palestine. There are numerous “small operators” attempting to gain City’s business that lacks the experience, personnel, infrastructure, financial support and operations to serve your needs. They will attempt to “buy your business” by being the lowest bidder providing a bid that seems to be in the best interest to your city’s patrons. But please don’t be fooled by this too good to be true pricing! These operations have taken our systems and programs and changed the name in order to compete with marketing material; however, you will conclude that none of the vendors competing for this business have the leadership, experience, technology or municipality management experience to serve the uncompromised demands of your operation.

The management of the City of Palestine Aquatic Facility will require a partner that commits their efforts and resources for City of Palestine. We welcome you to the USA Experience and will serve with you to expand the safety standard of the facilities. Together we will launch the “USA Clear Alliance” system that provides complete TRANSPARENCY of all aquatic programs, total water quality, pool users, I-swim access controls cards, full financial and record keeping access online and a revenue generation package that is PROVEN to increase revenues in the first term of our agreement by a minimum of 10 percent. In some Municipalities we have increased revenues by over 500 percent. This partnership is successful when our cooperative parties work together to establish operations that will abolish historical participation and revenue returns. We will transform the old views of swimming pools and the perception of aquatics as a “HIGH RISK” money pit. Together we will INCREASE your safety record, DECREASE the subsidy, and DRIVE your participation goals and patron satisfaction to a new standard. You will find in our package the information requested; however we need to put our leadership team in the same room to introduce you to a new age in aquatics.



Included is some information to help you better understand the Tradition and Commitment of being a part of the USA Management family. Also, you will find attached an agreement that will provide a foundation for our successes and a breakdown of our relationship.

Our primary objectives are to ensure that your community enjoys a **safe**, family-oriented swimming environment, and that we provide a consistent, reliable service to your community. The USA Management Team is a large team of Aquatic Safety professionals, Risk advisors, Corporate business leaders, and Community outreach leaders. We raise the bar in every aspect of facility management and customer satisfaction. Our safety procedures and extensive management experience provide for a highly trained and experienced staff to proactively serve your patrons.

The USA training institute has completely eliminated year-round staffing challenges with our strong employee base. Active Lifeguarding is the backbone of our staff's mission. Mandatory certifications, drug tests, continuing education, and unparalleled training systems develop a USA Team Member that is committed to our vision. We are on call for your facility 24 hours a day, 7 days a week. You have the assurance that if a problem arises, we will have it fixed without impacting operations.

Isn't it time that the aquatic industry truly manages an aquatic facility the RIGHT way? We at USA Management believe it is! We have spent hundreds of thousands of dollars in market research and many years investing and developing software to support the process of true aquatic management. We listen to our clients needs and are meeting the need using smart data.

As we enter the evaluation period, we know that we are the voice and stalwart of experience in this industry. We recognize the importance in having the experience, background and knowledge to manage this type of operation and most importantly protecting the community from liability.

We appreciate your faith in USA Management for all of your operational needs.

With Kind Regards,

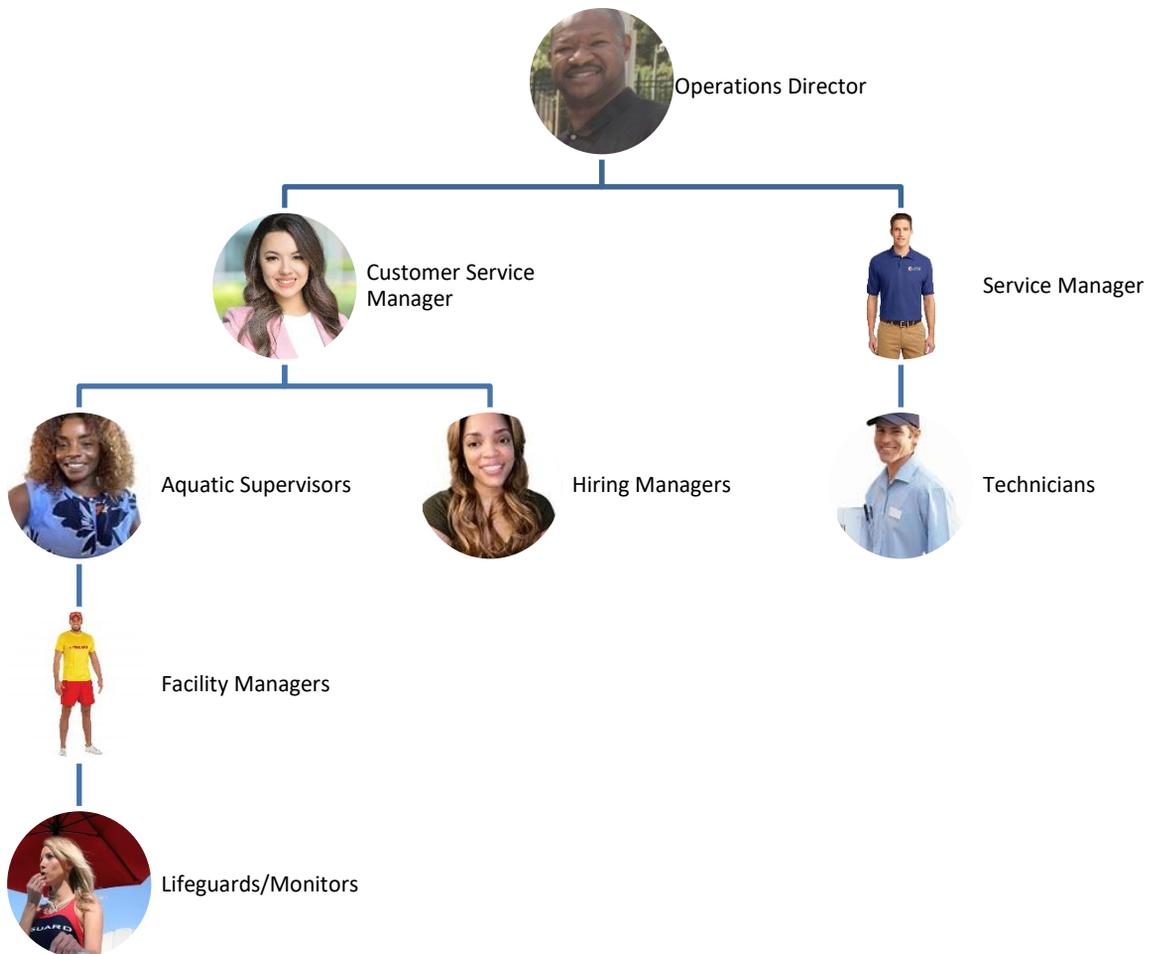
**Sales Team**

USA Management

877.248.1872

[www.usamanagement.com](http://www.usamanagement.com)

# Operations Organization Chart





# Project Team Members

USA Management has a complete management team in place to handle all aspects of this project. Listed below are the team members that will be directly involved with the over site and management of these aquatic facilities. Our staff is complete with professionals in all phases of our industry.

## **Operations and Management Team**

Once the City has made a decision to hire USA Management, our full-time management team will spring into action. USA Management has 35+ years of experience managing aquatic facilities across the country. Each team member has unique and diverse experience that ensures you will have the most well rounded and experienced team with USA Management managing different aspects of aquatic facilities. Our Operations and Management Team will include:

### *Operations Director*

Morris has been involved in the aquatic industry since his teenage years. He swam on his school team and later competed at the collegiate level. During the summers, he worked as a lifeguard, realizing that his true passion lay in this field. After college, he transitioned into a management role at an aquatic facility and has since advanced within the company, earning multiple certifications along the way.

### *Customer Service Manager*

Nicole, at an early age discovered her passion for working with people, especially young demographics. This enthusiasm led her to a fulfilling career in the aquatics industry after she transitioned from public education. In her current role, she collaborates closely with onsite teams to ensure that brand standards are not only met but exceeded. Nicole takes pride in fostering a positive and engaging environment for both staff and participants, implementing training programs and best practices to enhance the overall experience. Her dedication to mentorship and community engagement reflects her commitment to making a meaningful impact in the lives of young people.

### *Service Manager*

Steve is an experienced service manager with a proven track record in enhancing customer satisfaction and operational efficiency. With over a decade in the industry, he excels in leading teams and implementing best practices to deliver exceptional service. Known for his strong communication skills and ability to foster a collaborative work environment, Steve ensures that all team members are equipped to meet and exceed client expectations. His strategic approach to problem-solving and commitment to continuous improvement have consistently driven positive results, making him a valued asset to any organization. Outside of work, Steve enjoys mentoring aspiring professionals and staying active in his community.

### *Sales and Contract Director*

Alison is a dynamic Sales and Contract Director with over 15 years of experience in driving revenue growth and building strong client relationships. She has a proven ability to negotiate complex contracts and develop strategic sales initiatives that align with organizational goals. Alison excels in identifying opportunities for expansion and innovation.

# Formation of Business

SECRETARY OF STATE



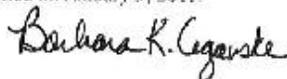
## CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **USA MANAGEMENT, LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since October 21, 2014, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 9, 2015.



BARBARA K. CEGAVSKE  
Secretary of State

Electronic Certificate  
Certificate Number: C20150109-0440  
You may verify this electronic certificate  
online at <http://www.nvsoa.gov/>



# COI- Workers Comp.



USAMANA-01

L.SOROTZKIN

DATE (MM/DD/YYYY)  
7/25/2025

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PRIME INSURANCE AGENCY 960 E County Line Road Lakewood, NJ 08701	<b>CONTACT NAME:</b> PHONE (AC, No, Ext): (732) 886-5751 FAX (AC, No): (732) 886-9422 E-MAIL ADDRESS: PRIME@primeins.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> USA Management LLC 1595 Peachtree Parkway Suite 204-344 Cumming, GA 30041	<b>INSURER A:</b> Wesco Insurance Company <b>NAIC #</b> 25011
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. RISK	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE/LEASED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER IS EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WWC3749760	12/24/2024	12/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate is subject to terms, limitations and exclusions of the actual terms at the time of issuance.

<b>CERTIFICATE HOLDER</b>  For info purposes	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# COI- General Liability



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> P&G Brokerage Inc. 1648 61st Street Brooklyn NY 11204		<b>CONTACT NAME:</b> Gitty Taub <b>PHONE (A/C No. Ext.):</b> (718) 854-2818 <b>FAX (A/C. No.):</b> (718) 854-3108 <b>E-MAIL ADDRESS:</b> gittyt@pandginsurance.com	
<b>INSURED</b> USA Management LLC 1505 Peach Tree Parkway Cumming GA 30041		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Burlington Insurance Co. <b>INSURER B:</b> Scottsdale Insurance Company <b>INSURER C:</b> Lloyds of London Ins Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL2561242846 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	INSR	WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				820BG00756-05	06/12/2025	06/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Deductible \$ 2,500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				XLS2004650	06/12/2025	06/12/2026	COMB'D SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below				SCP2023023111	06/12/2025	06/12/2026	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ General Aggregate \$1,000,000 Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is included as additional insured as required per written contract.

<b>CERTIFICATE HOLDER</b> Proof of Coverage	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# Marketing Plans



# Marketing Plans

**Propose:** Provide a roadmap for successful marketing plan.

**Process:** Informative discussion/ dialogue walking through the key elements of plan development and implementation.

**Payoff:** Improved ROI, margin, profitability, and guest satisfaction

## Critical Elements of a successful marketing plan

1. Business & Marketing Objectives clearly defined
2. Target Audience(s)
3. Using Customer Insights
4. Key Benefits/ Key Commitment
5. Key Marketing Strategies/ Tactics
6. Planning & Execution

# Objectives

- ✚ Define an over all profit goal (operating income)  
Other related metrics- total revenue, operating margin
- ✚ Defined for a given time period
- ✚ Marketing Budget defined
- ✚ Measure of performance: ROI, operating margin, profit, trends, price

## Define how to get to the business goals



Who? (most viable audience(s))

Demographics  
Psychographics (personalities of consumers)  
Household Type  
Geography

# Objectives

**How to Prioritize?** All target audiences not created equal

Financial  
Seasonal  
Household Type

**How Many?** Set goals by target audience

**Develop Measurement Plan**

## Examples

“Motivate 10k families from near by local markets to make first visit during shoulder season”

“Increase awareness of local teenagers by 20% during shoulder seasons”

“Build awareness of new facility among local residents for a membership drive”



# Consumer Insights

Defining perceptions, motivations, barrier  
of target audience



... will be a combination of internal and external factors influencing consumer perceptions and intentions

...and most importantly, the reason why (or why not) your product will appeal to them

## External / Internal Background

**External Factors... what's going on in world around us**

Business, economic, social, political impacts... implications for consumers

- Industry articles & trade studies
- Socio-economic measures
- Transportation trends & infrastructure
- Social listening posts

***How does this all impact the perception of your brand? Likelihood to purchase?***



# Market Strategies paired with Marketing Objective

**Objective:** “Motivate 10k families from 4 area markets to make first visit”

**Strategy:** Create events and activities that brings them outside of their communities and convince them NOW is the right time

**Objective:** “Increase awareness of local teenagers by 20% during shoulder seasons”

**Strategy:** Drive awareness and urgency for evening and ticket events

**Objective:** “Build awareness of new facility among local residents for a membership drive”

**Strategy:** Build awareness of new facility launch with residents in all core markets and leverage season tickets or memberships

## Marketing Strategies & Tactics

**Pricing:**

**What is your pricing strategy by ticket category and how will that impact ability to hit revenue goals?**

# Marketing Strategies & Tactics

## Media:

How will your media plan help you to achieve your attendance objectives?

Consider paid media (radio, TV, print); shared media (Facebook, Twitter, other social media); owned media (website) and earned media (PR).

Determine media budget based on marketing objectives using your industry's standard percent of revenue or percent of operating expenses as a guide.

## Public Relations:

What are you going to do to generate exposure, enhance image, address issues, and increase visitation to your attraction?

## Memberships:

What is your Membership plan to achieve Membership pass sales, attendance, and revenue goals?

Consider ways to increase membership pass sales revenues such as offering a premium or gold pass- food season pass- free parking.

## Promotions:

What is the promotional/ discount admission plan to achieve attendance/ revenue goals? Define partners and offers as well as online discounts.

## Group Sales:

What is the plan by GS ticket type to achieve attendance/ revenue goals?

What are the strategies and tactics for each of your GS ticket categories such as Outings, Consignment, Cash group, Tourism, Special Event, coupon, etc?

## Sponsorship:

Plan to increase other revenue opportunities through sponsorship sales plan.

How do you get sponsorship revenue? A good plan to start is with your vendors: soft drink, food suppliers, etc

**Your Largest Asset ...**



**Your Facility Admissions!**

# Using Your Facility Assets

- Social Media Ticket Giveaway
- Special Events
- Live Concerts
- Media Sponsors
- 3rd Party Tie-ins
- Product Sponsorships
- Advertising



## Recap:

- Marketing Strategies- How you are going to get there
- Know what your message will be
- Creative executions must tie up to Marketing strategies
- Determine Pricing game plan
- Address Marketing Mix

# Facility Aquatic Staffing and Safety



# Aquatic Staffing Chart





# Position Responsibilities

**Aquatic Supervisor: (Additional Cost)** Responsible for day to day oversight of entire team. They guide, direct and facilitate compliance. They are also who will handle all customer feedback.

**Facility Manager:** Responsible for onsite day to day operations and the supervision of guards, aquatic instructors. They complete the guard schedule. In most cases they are a part of the guard team as well.

**Lifeguards:** Responsible for enforcing swim testing, touch supervision and general pool rules for patrons at the aquatic facility. The lifeguard is the first responder to an incident.

**Support Manager (only at large facility operations):** Responsible for onsite day to day operations and the supervision of CSR staff and service staff. They complete the CSR and service schedule. In most cases they are a part of the team as well.

**Customer Service Representative (CSR):** Responsible for the collection of revenues and check in of patrons. When concessions are available this is part of their responsibility.

**Service Technician or Crew:** Responsible for the day to day cleaning of the aquatic facility. Most often they have a CPO(certified pool operator) or CPT(certified pool technician) and in some cases they have specific training and certifications in electrical, plaster, filtration, and plumbing.

# Safety of Aquatic Centers

Swim testing patrons at a pool is important for several critical reasons:



- 1. Assessing Swimming Ability:** Swim tests help pool staff assess the swimming proficiency of patrons, especially children and inexperienced swimmers under 48 inches. This assessment determines whether individuals possess the necessary skills to safely navigate deeper areas or participate in certain activities without the need for additional safety measures like life vests.
- 2. Risk Reduction:** By conducting swim tests, pools can mitigate potential risks and prevent accidents. Individuals who are unable to demonstrate adequate swimming ability can be restricted to designated areas or required to wear appropriate flotation devices. This ensures they are safer and less likely to encounter difficulties in deeper water.
- 3. Enhancing Lifeguard Effectiveness:** Lifeguards can focus their attention more effectively when patrons have been swim tested. They can prioritize monitoring those who may need closer supervision based on their swimming abilities, allowing them to respond promptly to emergencies and maintain a higher level of overall surveillance.
- 4. Maintaining Safety Standards:** Swim tests are often mandated by pool safety regulations or guidelines. Complying with these standards not only ensures legal and regulatory adherence but also demonstrates the pool's commitment to prioritizing patron safety and minimizing potential liabilities.
- 5. Educational Opportunity:** Swim testing provides an opportunity to educate patrons, particularly children and parents, about water safety. It reinforces the importance of swimming skills, awareness of pool rules, and responsible behavior around water. This educational aspect can help cultivate a culture of safety among pool visitors.
- 6. Ensuring Enjoyable Experience:** Swim tests contribute to a more enjoyable and stress-free experience for all patrons. Knowing that fellow swimmers have undergone assessment provides peace of mind, allowing everyone to focus on recreational activities without undue concern for safety.

Overall, swim testing patrons at a pool is crucial for assessing swimming ability, reducing risks, enhancing lifeguard effectiveness, complying with safety standards, providing an educational opportunity, and ensuring a safe and enjoyable aquatic environment for all visitors.

# Drowning Detection Devices

## How it Works:

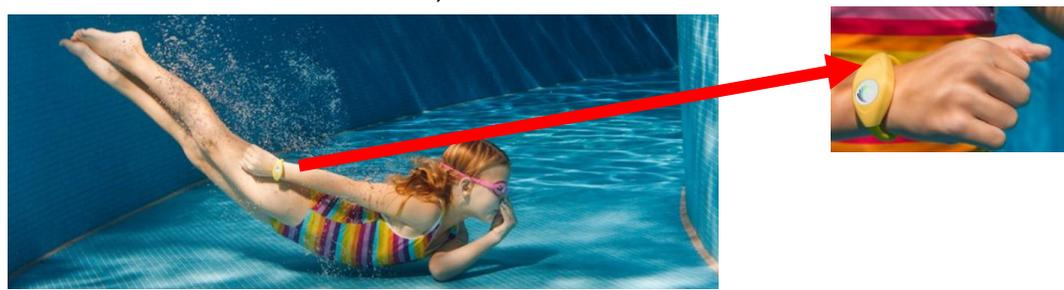
Option 1: Swimmers wear, active wristbands, who detects possible drowning by monitoring the pattern of abnormal depth for too long time. The wristbands sends an alarm that is picked up by receivers in the pool and are distributed to sirens, lights, pagers or walkie-talkie radios, depending on configuration and operators choice.

## Drowning Detection - Keeps your pool safe

Parents and lifeguards can get distracted and a drowning incident happens quickly, silently and undetected. Reducing the time before a drowning incident is identified is of utmost importance!

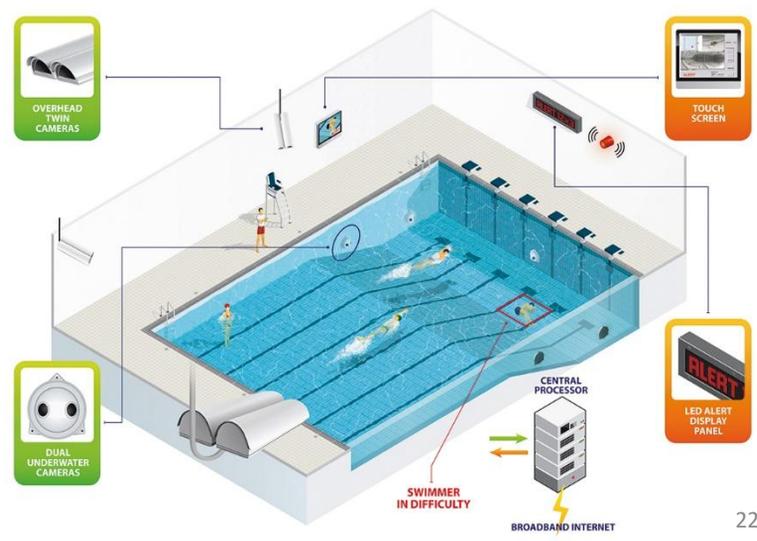
The wristband is a personal safety device inside a facility. It keeps track of guests while swimming or playing in the pool and if a user stays too deep for too long the Drowning Detection system will immediately alert lifeguards!

- Acts as an extra level of safety if lifeguards and regular safety procedures fails.
- Makes sure an alert is raised if an incident is not spotted by lifeguards and parents.
- Shows that a pool operator is willing to invest in safety.
- Yellow for non swimmers, Green for swimmers



## How it Works:

Option 2: To detect potential drowning down to a depth of 2.5 meters, the pool is monitored from above. The dual overhead cameras provide a complete helicopter view of the pool. This gives a clear view of what is happening in the pool and eliminates the risk of swimmers obstructing the cameras' fields of view.



*This is a recommendation and cost is not included in proposal.*

# Inservice Training

## Water Safety & Training

Review water rescues & "Active Lifeguarding"

5 Minute Scanning Rule at Stationary stations

Review Swim Test Policy & Enforcement

Life Jacket, Touch-Supervision, Buddy System Policy

Unconscious, Spinal, Conscious, Submerged , Front  
dive, Rear hug, Duck pluck

Be able to spot anyone in trouble in your zone  
within 10 seconds.

Get anywhere in your zone within 20 seconds

Global scan every 30-60 seconds, approximately

5-10 minutes of swimming laps

Safety is Paramount - Be in uniform! (Suit, whistle,  
rescue tube, hat, fanny pack)



## **CPR Partner-Up, Instructions for AED, First-aid Review**

### EAP Review & Questions

EAP is an action plan used in a case of an Emergency.

Review EAP plan. Five rules of the EAP are:

- 1) Stay Calm
  - a. Staying calm keeps observers of accident to stop, think, and act accordingly.
- 2) Get Help
  - a. Call 911, or local emergency number.
- 3) Look at the Scene of the Injury
  - a. Make sure scene is safe to go near injured person. (Fire, Traffic, Electrical wires, Glass)
  - b. Try to figure out what caused the injury and if others are injured?
  - c. After gathering information, get help!
- 4) Look at the Injured Person
  - a. Examine the injured person and check if he/she is awake, breathing, or bleeding.
  - b. If person is bleeding heavily or not breathing, get help immediately.
- 5) Provide first aid & Communicate to management





# Water Safety

## WHAT WE KNOW

- WE KNOW - *An average of over 3,500 fatal drownings happen annually each year in the US. (That's about 10 per day)*
- WE KNOW - Children ages 1-4 have the highest drowning rates.
- WE KNOW - About 1 in 5 that die, are ages 14 and younger.
- WE KNOW - Every child who dies from drowning, another 5 receive emergency department (EDs) care for water submersion injuries.
- WE KNOW - More than 50% of near drowning accidents require hospitalization that can cause severe brain damage, memory problems, learning disabilities and permanent loss of basic functions.
- WE KNOW - Nearly 80% who die are male.
- WE KNOW - A child 4 and under, in a non-guarded pool, is 14 times more likely to be involved in a death rather than a car accident.
- WE KNOW - Young swimmers visit swim facilities more frequently than adults.
- WE KNOW - Child drownings are silent.
- WE KNOW - 58% of parents do not consider drowning a threat to their child.

## WHAT WE BELIEVE

- WE BELIEVE - Lifeguards are on duty to enforce rules, safety and guard people's lives.
- WE BELIEVE - Lifeguards are to provide ACTIVE water safety skills.
- WE BELIEVE - Lifeguards should follow the 5 minute scanning strategy.
- WE BELIEVE - Lifeguards should enforce a swim test.
- WE BELIEVE - Lifeguards should enforce "touch-supervision".
- WE BELIEVE - Lifeguards should enforce CGA life jackets to non-swimmers.
- WE BELIEVE - Lifeguards will enforce the buddy system.
- WE BELIEVE - Lifeguards should encourage learn to swim programs.
- WE BELIEVE - Seconds count. Lifeguards will promote CPR skills.
- WE BELIEVE - Proper supervision around water at all times.
- WE BELIEVE - Air & foam toys are not proper flotation devices.
- WE BELIEVE - Water safety starts at home.

# Safety Rotation

## *SAMPLE*

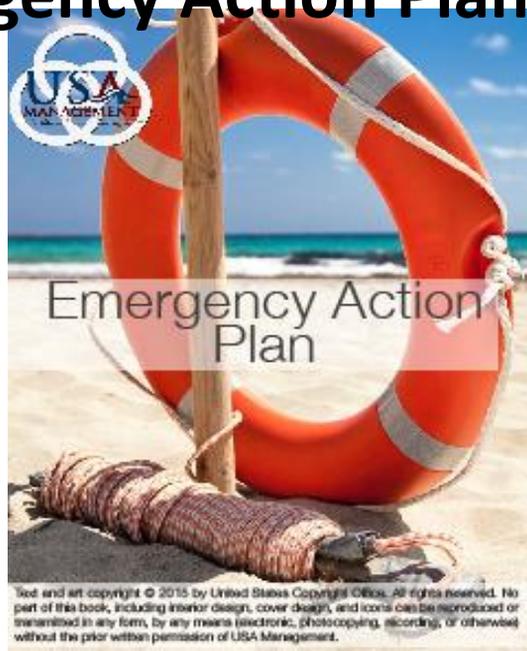


# Safety Manuals

## Safety Manual



## Emergency Action Plan



## Risk Management Plan



Our management and operation divisions believe in "Active Lifeguarding". What is active lifeguarding? Active lifeguarding is constantly evaluating and classifying swimmers and non-swimmers to identify RISK. Unlike most lifeguards across the country who sit in a stationary position and have very little movement and interaction with water safety, we have adopted a form and a lifestyle that will make lifeguarding fun and less monotonous. Oh, and by the way, IT WILL SAVE PEOPLES LIVES! Did you know that there is over 3,500 fatal drownings every year? That is about 10 people per day. Additionally, most of those drownings are children under the age of 14 and many times have lifeguards on duty. There will be about 672 drownings in lifeguarded pools this year. There are many startling statistics about fatal and non-fatal drownings that will shake a lifeguard to their core. So we believe that "Active Lifeguarding" can change those statistics drastically and make a considerable difference in the aquatic industry.

### HERE ARE SOME SIMPLE PRACTICES OF ACTIVE LIFEGUARDING.

1. Lifeguards are to identify & classify all swimmers/non-swimmers with bands.
2. Lifeguards are on duty to enforce rules that lead to water safety.
3. Lifeguards are to follow the 5-minute scanning rule.
4. Lifeguards are to enforce a "swim test" to identify non-swimmers.
5. "Children under 5 years old must constantly & actively be supervised with "touch-supervision".
6. Lifeguards are to enforce USCG life jackets to non-swimmers.
7. Lifeguards are to enforce the "buddy system" to all swimmers.
8. Lifeguards should always enforce proper supervision by parents & guardians.
9. "Children under 10 years old must constantly & actively be supervised by parent/guardian.
10. Lifeguards understand that air & foam toys are NOT flotation devices.
11. Lifeguards should promote learn to swim classes and CPR to all patrons.
12. "Children over 10 years old, parents must use the knowledge of their child's swimming ability and general development to determine the level of parental accompaniment required.
13. Lifeguards attend at least 1 mandatory water safety training each month.

### \*PARENTS SUPERVISE – LIFEGUARDS SAVE LIVES

By embracing and following the above 13 practices you will make your aquatic job more enjoyable and pleasant with each day you attend your lifeguarding duties. By enforcing these rules that lead to water safety, you WILL save lives! We believe that lifeguards are certified trained professionals that are on a job to provide water safety to the best of their ability. Please join us by making Active Lifeguarding an everyday practice of your aquatic job.



## USA MANAGEMENT RISK MANAGEMENT PLAN

Version <2.3>  
<01/08/2015>

For Internal Use Only, Sensitive But Unclassified



**USA Management**  
**has 45+ years**  
**casualty FREE**

# Hiring and Staffing Plan





# Methodology and Staffing

USA Management will use a comprehensive plan to staff and operate your Facility. Our team will be equipped with the most up to date software and hardware to manage facility operations and maintain the safest environment possible during our operations. Our plan on this operation is based on the Staffing Plan provided. Our work plan has two basic components, staff structure and technology.

## Staff Structure

USA Management has provided flow charts on staffing structures and under this plan, we will designate a Director to oversee all operations. Each Director is selected based on the facility needs and location. The Director for this project and all staff will report directly to their Account Manager on operations.

Just underneath our Director, we will employ a team of Site Supervisors. As indicated earlier in our response to this RFP, all Site Supervisors will be required to carry all necessary certifications. This schedule guarantees that at least one Site Supervisor is on site at all times the facilities are in operation.

All Lifeguard Towers will be staffed with certified lifeguard personnel at all times as listed in the Staffing Plan for this operation. Our management team will also provide additional lifeguards on Holidays and heavy use days as needed or based on your requirements in the RFP. All lifeguards will receive all necessary training as provided by USLA. In addition, all lifeguards will be required to complete a skills assessment monthly to maintain employment of this operation. The skills assessment will be performed by members of USA Management's full-time staff who do not currently work at this location. Each lifeguard is also required to complete 10 hours of additional training in emergency response training each year of employment, which we provide in our monthly in-service training.

Our full-time team will coordinate weekly meetings with a designated representative of the City to discuss operations and address any concerns either party has noticed during the previous week. This meeting will also be used to review all incidents and emergency response calls from the previous week.

All team members working at this facility must pass a background check and a level 7 drug test prior to being interviewed. No one will be hired that does not pass the requirements of the drug test and background check.

All team members will be required to attend USA Management Soft opening and Orientation. Onsite Orientation their respective facility prior to opening. Members of management will also perform guard audits that are both announced and unannounced monthly while facility is open. A walk-through inspection of the facility will occur at the beginning of the season or the contract will be completed by a USA Technician.



# Technology

## GoAquatix

USA Management uses GoAquatix to manage our staff at all facilities we manage on a daily basis. GoAquatix is a cloud-based system with GPS and is used by USA Management to collect and record all employees time at each facility. This data is used for payroll purposes and as a daily management tool by our Corporate Office to oversee proper staffing levels. Our employees will use the Wi-Fi installed at this operation to login to their GoAquatix application each day they work at the facility. GoAquatix gives our office real time updates on who is on site and exactly what time they arrived. This level of management will ensure our team members are on time everyday to the facility and also are paid for every second they work at this facility.

As the customer you will receive access the to GoAquatix customer web portal where you can view team schedules, certifications, fix it requests (Work orders), audit and inspection reports as well as daily staff reports or an accident report for the facility.

USA Management has spent years developing a program that is adaptable to any operations. In today's aquatic industry, no two operations are alike. Every operation is different and the ability to create management package is vital to the success of any operation. Our management package for our clients works because it encompasses the two most important aspects in today's aquatics industry, technology and a well-trained staff. USA Management has refined these two important aspects to provide a complete package that helps us maintain the safest and most efficient aquatic operations.

# Recruiting

Recruiting is essential in any operation. USA spends countless hours and resources on recruiting staff year-round for our operations whether they are season or annual operations. Below we are sharing some recruiting platforms with you.



Local and Nearby Schools



Area Job Fairs



Swim Teams



# Communication

## STAFF VS GUEST

*We Remember the 3S Rule!*



- + Starts at Entry
- + Shows through Safety
- + Smile at Everyone

## OFFICE VS CITY



- + Communication
- + Transparency
- + Field Expertise

# Value of using an Aquatic Supervisor



## Aquatic Supervisor Responsibilities

- Manage operation of aquatic facilities, activities, swimming programs and department staff.
- Supervise and guide employees and volunteers.
- Manage operations of assigned area within available resources and budget.
- Track and monitor revenue and expenditure to stay within allotted budget.
- Adhere to aquatic safety standards and guidelines.
- Plan and organize staff assignments and workloads.
- Hire, train, and evaluate aquatic staff.
- Modify and define entry fee for aquatic facility as needed.
- Oversee the organization, implementation, administration, promotion and evaluation of the aquatic programs and facility.
- Develop flyers, brochures, advertisements, etc. to promote aquatic facility.
- Recommend changes to existing aquatic programs as needed.
- Conduct various aquatic entertainment and activities to attract more patrons.
- Assist in research, facilitation and building quality aquatic programs that provide customer satisfaction.
- Provide information about aquatic programs to schools, recreation officials, community service groups, and the general public.

***Check our proposal this is may be listed as an add alternate on your Aquatic Management Agreement. Please sign below if you wish to use an Aquatic Director for your facility.***

# Community



# Community Involvement



- Swim lessons**
- Rentals – Corporate and Independent Events**
- Swim Meets**
- Dive Teams**
- Community Classes-**  
*Water Safety, CPR, First Aid, junior Lifesaving*
- School and Business Development-**  
*Field Trips, Corporate Outings*
- Scholarships-swim lessons, memberships**
- Open House**
- Special Needs**
- Home School Groups**

**Safety and Rules Day:** gives the community the opportunity to familiarize themselves with the facility and remind themselves of the facility rules.

**School Pride Day:** Kids wear their school colors and support their school for half off admissions.

**Father's Day Delight:** Treat Dad to a filled day of activities! All Dad's receive free Admissions.

**Movie Night:** A double feature movie night is a family friendly environment. This can be done outside, inside or at the pool.

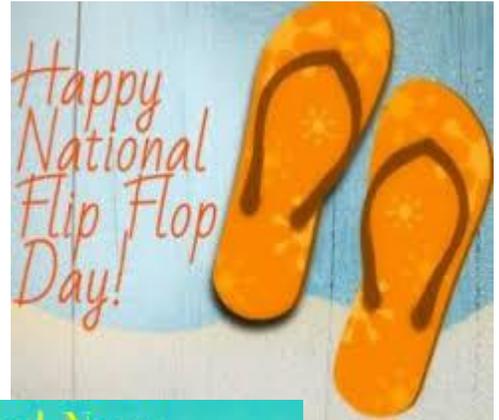
**Flip Flops and Swan Dives:** wear your flip flops and receive \$1.00 off admissions. Enter in the diving or belly flop contest to win prizes.

**Family Luau Night:** Bring the family for a quick get away. Enjoy island themed music, leis upon welcoming and dance contests. Free admission with a food donation for the local food bank.



# Community Involvement

- National Running Day 1<sup>st</sup> Wednesday in June*
  - National Leave the Office Early Day June 2<sup>nd</sup>*
  - National Doughnut Day 1<sup>st</sup> Friday in June*
  - National Trails Day- 1<sup>st</sup> Saturday in June*
  - Nation Cancer Survivors Day 1<sup>st</sup> Sunday in June*
  - National Gingerbread Day June 5<sup>th</sup>*
  - National Yo-Yo Day June 6<sup>th</sup>*
  - National Chocolate Ice Cream Day June 7<sup>th</sup>*
  - National Best Friends Day June 8<sup>th</sup>*
  - National Black Cow Day June 10<sup>th</sup>*
  - National Career Nurses Day June 11<sup>th</sup>*
  - National Peanut butter Cookie Day June 12*
  - National Weed Your Garden Day June 13<sup>th</sup>*
  - National Flag Day June 14<sup>th</sup>*
  - National Smile Power Day June 15<sup>th</sup>*
  - National Fudge Day June 16<sup>th</sup>*
  - National Flip Flop Day June 17<sup>th</sup>*
  - National Go Fishing Day June 18<sup>th</sup>*
  - National Vanilla Milkshake Day June 20<sup>th</sup>*
  - National Pink Day June 24<sup>th</sup>*
  - National Sun Glasses Day June 27<sup>th</sup>*
- \*\* dates can change year to year*



# Aquatic Programming Options



## WHAT...

Water Aerobics  
Zumba  
Yoga  
Water Walking  
Hydro-Circuit  
Guided Lap Swim  
Kayaking

## SWIM LESSONS

Prevent drowning  
Exercise  
Educate on water Safety  
Enjoyment  
All ages

## WHY?

Promote health  
Safe on joints  
Different levels & classes for all ages  
Enjoyment



# Fitness Programming Options

## GROUP LESSONS

Yoga  
Cycling  
Pilates  
Kids Gym  
Fat Burning Circuit  
Nordic Walking



## Exercise Rooms

Dance/  
Aerobics/Core  
Basketball  
Racquet ball  
Sauna  
Weight lifting  
Cardio  
Rock Climbing



## WHY?

Promote health  
Team Building  
Different levels & classes for all ages  
Enjoyment

# SWIM LESSONS

## For All Skill Levels



Now offering **Swimming Lessons**  
at \_\_\_\_\_ Aquatic Center

**Sign up  
TODAY!**

**Lessons will begin June 9th**

Classes ages 5-8

Monday –Thursday 11:00am -11:30am

Eight 30-minute lessons \$65.00

Classes ages 9-12

Monday –Thursday 12:00pm –12:30pm

Eight 30-minute lessons \$65.00

To sign up please visit [www.usamanagement.com](http://www.usamanagement.com) and click on Programs and Events. Complete the Swim Lesson sign-up form. If you have questions, please contact USA Management Corporate office at 877-248-1872.



Now offering Water Aerobics  
at \_\_\_\_\_ Aquatic Center

**SAMPLE**

**Sign up  
TODAY!**

**Classes will begin June 9th**

Monday –Thursday 11:00am -11:30am

Eight 30-minute lessons \$40.00

Monday –Thursday 12:00pm –12:30pm

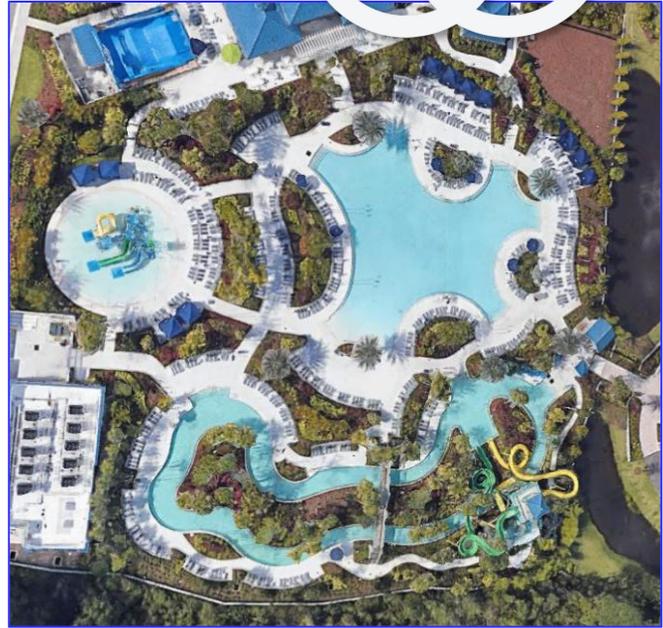
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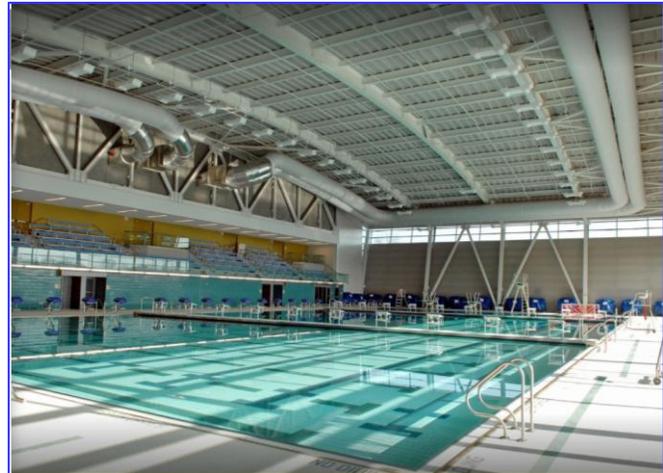
# Firm Overview



# Resorts



# Cities



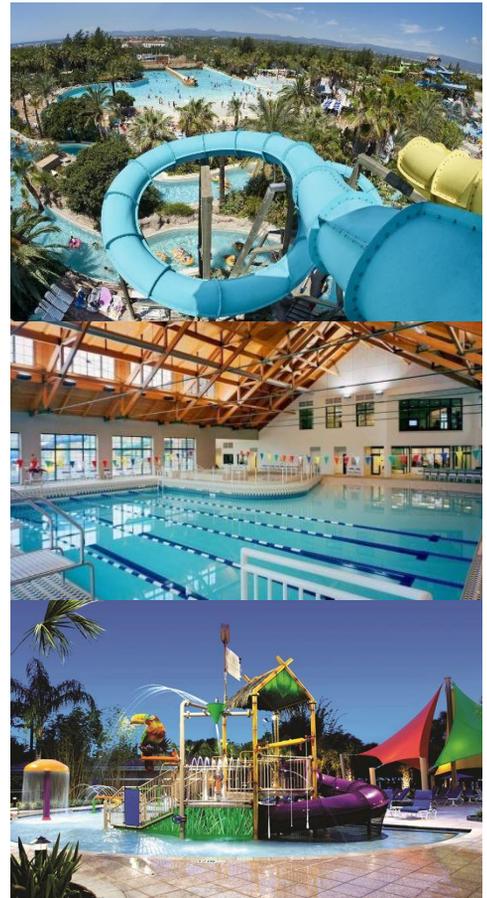
# HOA's



# Value of Using USA Management

## Types of Facilities we operate :

Indoor and Outdoor Aquatic Centers  
 Competition Pools  
 Slide Pools and Slides  
 Zero Depth Entry Pools  
 Water Parks  
 Splash Pads  
 Clubhouses  
 Restroom/Locker Room Facilities  
 Gyms  
 Resorts/Hotels  
 Municipalities



## What we offer:

- Architectural Design of Aquatic and Park Facilities
- Engineering Services for Aquatic and Park Facilities
- Design/Build Services for Aquatic Facilities
- Design/Build Services for Parks and Aquatic Facilities
- Project Management
- General Contracting
- Cost Valuation Analysis
- Facility Management of staffing and chemicals
- Preventative Maintenance on all Aquatic Equipment



# Municipalities we've worked with

Atlanta Public Schools, GA  
Borough of Dormont, PA  
Borough of Fleetwood, PA  
Camp Pendleton  
City of Ailene, TX  
City of Atlanta, GA  
City of Bayou Vista, TX  
City of Beckley  
City of Bell, CA  
City of Bowling Green, KY  
City of Brookhaven, GA  
City of Brunswick, GA  
City of Charleston, SC  
City of Cleveland, TX  
City of College Park, GA  
City of Columbus, GA  
City of Dania Beach, FL  
City of Desert Hot Springs, CA  
City of Doraville, GA  
City of Douglas, AZ  
City of Douglas, WY  
City of Edmond, OK  
City of Green Mountain Falls, CO  
City of Hammond, LA  
City of Homestead, FL  
City of Hopkinsville, KY  
City of Humboldt, TX  
City of Huntington Park, CA  
City of Jamaica Beach, TX  
City of Jeffersontown, KY  
City of Jonesboro, GA  
City of Laurel, MS  
City of Macon, GA  
City of Mountain Park, GA  
City of Norcross, GA  
City of Palestine, VA  
City of Odessa, TX  
City of Peachtree City, GA  
City of Pearland, TX  
City of Plainview, TX  
City of Portsmouth, VA  
City of Rock Hill, SC  
City of Roswell, NM  
City of San Marino, CA  
City of Snellville, GA  
City of Spring Grove, MN  
City of Stockton, CA  
City of Suffolk, VA  
City of Tucker, GA  
DeKalb County, GA  
DeKalb School District, GA  
DFAS Texarkana  
Edwards AFB  
Flushing Meadows Corona Park, NY  
Fon Du Lac Park District, IL  
Forsyth County, GA  
Fort Bend County, TX  
Fort Indiantown GAP  
Fort Rucker  
Fort Sill  
Foxfire Village, NC  
Fulton County, GA  
Glynn County, GA  
Greystone Psychiatric Hospital, NJ  
Gwinnett County, GA  
Kansas City Public Schools, MO  
Kirtland AFB  
Loraine County, OH  
Macon- Bibb County, GA  
Raytown School District, MO  
San Diego County, CA  
Scott Township, PA  
Seymour Johnson AFB  
Toole Army Depot  
Village of Round Lake Beach, IL  
Waukegan Park District, IL  
Yuma AFB

# Management Software



# Facility Management Software

## Revenues- Keys to Success and Profit



### **Memberships!**

Marketing your facility to your area with a marketing plan and generating targeted membership numbers will ensure profits. *See Marketing section for how this is done.*

## Revenues- Covering Costs

Say your total operating costs are 1 Million Dollars

Your target for family memberships would then be 5,000 if the cost of a family membership was \$200.00



# Facility Management Software

## Memberships

Recurring revenue is a game-changer when it comes to running a successful business. It hedges against revenue volatility and is one of the biggest keys to financial freedom. Imagine having a dependable customer base paying you predictable income, instead of worrying whether you're going to have a good attendance month or not. Don't forget that membership sites automatically distribute your content, freeing up your time so you can focus on growing your business.



### ***The Key!***

*Instead of charging \$200.00 up front, you charge \$34.00 per month for 6 months. Because \$34.00 per month sounds more palatable than \$200.00 up front, more customers wind up buying it.*



# Introducing Smart Aquatics!



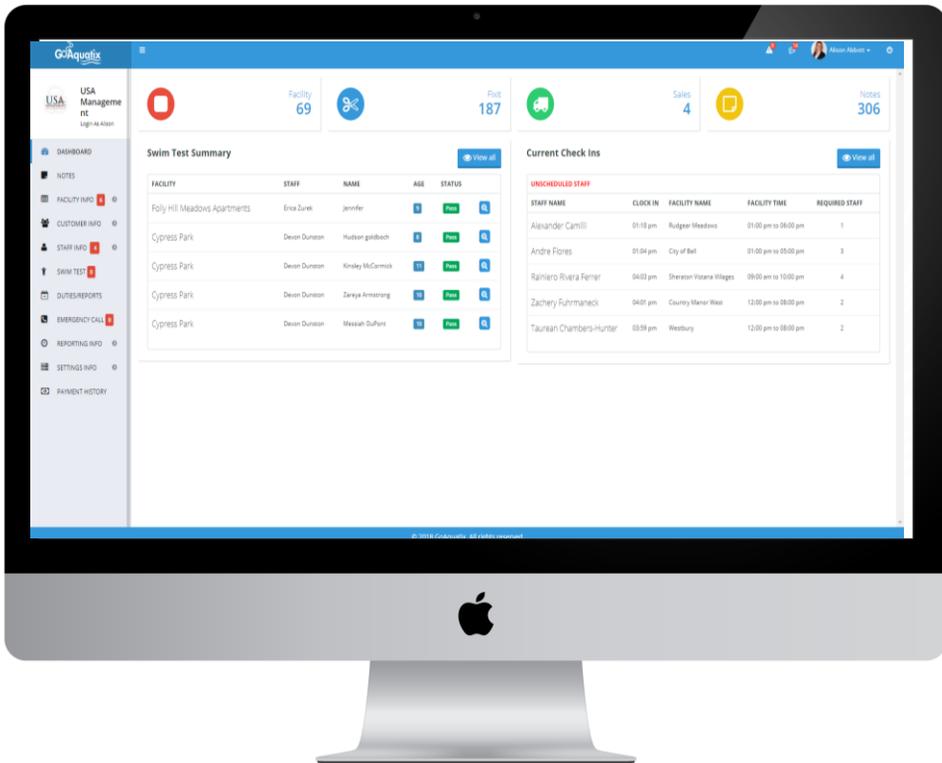
You asked and we delivered! USA Management has worked with technology devolvement teams to bring you the first and only smart aquatics management system. With gadgets and phone applications our world has become web-based. Join in the rest of the **Smart Cities** across the country and see how **GO AQUATIX** can benefit your community!

As the first aquatics company to use an electronic GPS clock- in systems. We have furthered our abilities to be proactive in management. From clock-ins to chemical readings, everything is digital, and everything is real time. This cloud-based system stores recorded documents, such as, staff time sheets, payroll, chemical readings, customized checklists, incident reports, etc. all in real time. This system also alerts us when chemical reading has not been completed on time. Did we mention it allows our customers to log in and view data and reports regarding their facility done by the Company and its team members in **REAL TIME?!**

Go Aquatix is an important tool for our team members. This is where they will begin their continuing education each week, they clock in, views information about the facility they will be working in, view payroll reporting about themselves, learns how to complete and view a schedule, view their points earned each shift and much more. They also complete check lists that have been tailored to the community they are working in.

*For a Demo on what this system looks like please contact me. I will happily email you the link with the username and password.*

# Technology



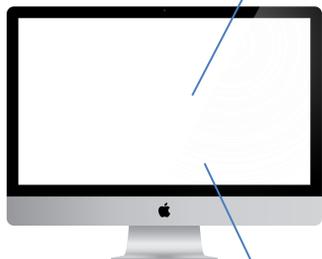
# Technology Reporting

REPORT TIME	ACTUAL TIME	STAFF NAME	WEATHER / TEMPERATURE	WATER SAFETY ASSIST	BATHER LOAD	# OF PATRONS AT FACILITY	CL2 LEVEL	PH LEVEL	WATER LEVEL	CHECK RESTROOMS	MEMBERSHIP CHECK
Jul 16, 2018 07:00 pm	Jul 16, 2018 07:07 pm	Brian Blonski	☀	No.	4	4	10.0	7.2	Normal	No	Yes
Jul 16, 2018 06:00 pm	Jul 16, 2018 05:41 pm	Brian Blonski	☀	No.	0	0	10.0	7.2	Normal	No	Yes
Jul 16, 2018 05:00 pm	Jul 16, 2018 04:14 pm	Brian Blonski	☀	No.	0	5	10.0	7.2	Normal	No	Yes
Jul 16, 2018 04:00 pm	Jul 16, 2018 03:26 pm	Brian Blonski	☀	No.	6	7	10.0	7.2	Normal	No	Yes
Jul 16, 2018 02:00 pm	Jul 16, 2018 01:48 pm	Brian Blonski	☀	No.	6	12	10.0	7.2	Normal	No	Yes
Jul 16, 2018 01:00 pm	Jul 16, 2018 12:16 pm	Brian Blonski	☀	No.	6	6	10.0	7.2	Normal	No	Yes
Jul 16, 2018 12:00 pm	Jul 16, 2018 11:25 am	Brian Blonski	☀	No.	5	10	10.0	7.2	Normal	No	Yes
Jul 16, 2018 11:00 am	Jul 16, 2018 10:11 am	Brian Blonski	☀	No.	11	15	10.0	7.2	Normal	No	Yes
Jul 16, 2018 10:00 am	Jul 16, 2018 09:18 am	Brian Blonski	☀	No.	4	5	10.0	7.2	Normal	No	Yes

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View hourly reports on chemical levels, bather loads, safety assists and safes, etc.!

Keep your aquatic facility safe by swim testing all youth!



2	Cypress Park	Devon Dunston	Hudson goldboch	8
3	Cypress Park	Devon Dunston	Kinley McCormick	11
4	Cypress Park	Devon Dunston	Zareya Armstrong	10
5	Cypress Park	Devon Dunston	Messiah DuPont	10
6	Cypress Park	Devon Dunston	Sydney Rawlings	8
7	Cypress Park	Devon Dunston	Hailey Credle	8
8	Cypress Park	Devon Dunston	Jelah Wiggins	8
9	Cypress Park	Devon Dunston	Jordan Davis	8
10	Cypress Park	Devon Dunston	Avalyn Brown	11
11	Cypress Park	Devon Dunston	Riley Emerson-Smith	8
12	Cypress Park	Devon Dunston	Jordyn Sanders	9
13	Cypress Park	Devon Dunston	Collin Credle	7
14	Cypress Park	Devon Dunston	Kaelin mccormick	9
15	Cypress Park	Devon Dunston	Alicia Brown	8

Swim Test Report of Hudson Goldboch

Facility: Cypress Park

Staff: Devon Dunston

Name: Hudson goldboch

Age: 8

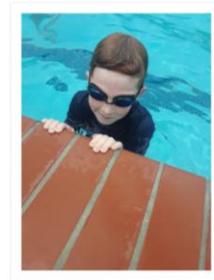
Parent Email:

Test Report: Pass

Comment:

Date: Jul 16, 2018

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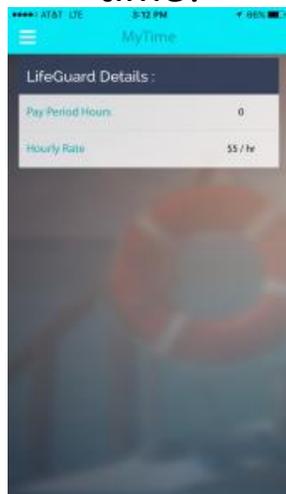
# Team Member Information



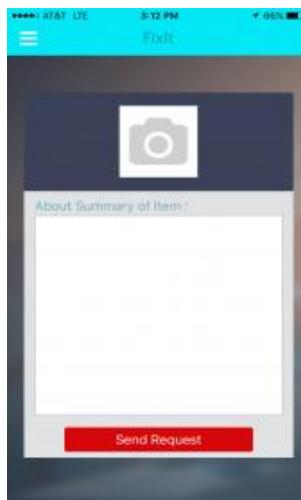
Viewing  
schedules!



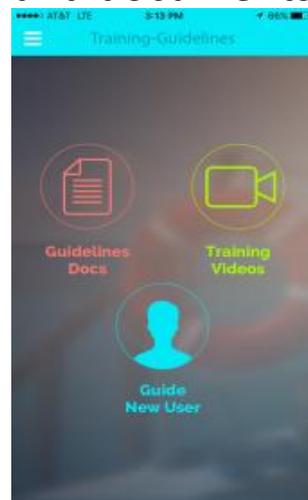
Viewing pay  
and time real  
time!



Work orders  
that guards  
understand!



Easy access to  
training videos  
and documents!



# Reporting and Documentation

## WHAT WE KNOW

- WE KNOW - Communication is the key to a successful partnership.
- WE KNOW - Being open and honest with people & customers is a recipe to long term success.
- WE KNOW - Lack of communication causes unwanted problems.
- WE KNOW - Transparency gives people the “Right to Know”.
- WE KNOW - Good communication strengthens trust, honesty and respect.
- WE KNOW - 70% of workers are not engaged with their work because of poor communication practices.
- WE KNOW - Workers that connect with each other increase their productivity by 20-25%.
- WE KNOW - 69% of workers say they work harder if they see that their work is recognized and appreciated.
- WE KNOW - Working with Gen Y workers requires a transparent work environment.

## WHAT WE BELIEVE

- WE BELIEVE - Inclusive decision making serves a group or business much greater than individuals.
- WE BELIEVE - Well documented reports gathered in “real-time” holds people accountable.
- WE BELIEVE - Technology increases collaboration and a spirit of working together.
- WE BELIEVE - Technology makes jobs easier and reduces wait times.
- WE BELIEVE - Transparency uncovers REAL problems and solutions.
- WE BELIEVE - Decision making is made from real data.
- WE BELIEVE - Good partnerships serve diverse people with mutual beneficial relationships.
- WE BELIEVE - An educated customer is a good customer.

# References





**Flushing Meadows Corona Park Aquatic Center**

**125-40 Roosevelt Avenue**

**Flushing, NY 11368**

**P: (718) 271-7572**

**Re: USA Management**

To Whom It May Concern:

It is my pleasure to recommend the pool management services of USA Management. During the past five years, I've worked directly with USA Management to manage and operate FMCP Aquatic Center in Queens, New York. This company offers top-notch quality services and across the board, we are always pleased with their work.

They are a unique and professional pool management company that provides a wide scope of services from lifeguard training to leadership training to ensure overall organizational effectiveness for any client and/or customer. We believe that their knowledge of the pool management business is second to none which has led to their success as a business.

Please consider USA Management for your pool management needs and I happy to recommend them to anyone seeking professional pool services. Please let me know if you need any additional information.

Sincerely,

Mikielle Banks

Director of Operations

FMCP Aquatic Center

To whom it may concern:

My name is Warren Holladay. I am over the Laurel Natatorium for the City of Laurel. We have had a contract with USA Management, formerly USA Pools since we opened our facility in July of 2000.

During this time, we have been very pleased with our decision to outsource the management of our facility. USA Management provides pool and facility management, lifeguarding, swim instruction and competitive swimming coaching.

USA Management provides cleaning supplies and their staff does the cleaning of our facility and restrooms/locker rooms. The company provides all pool chemicals and maintains the pool chemistry, so that the water is crystal clear and properly balanced.

On staff with USA is a lifeguard Instructor who keeps the staff current for certifications. The Instructor is very helpful in keeping other city facilities not under contract supplied with well trained and certified guards. They are very willing to work with the community to keep aquatic safety a priority in the area.

The USA staff helps train our instructional staff to do an excellent job of teaching swimming from the beginner to the national level competitive swimmer. We are very pleased with the degree of professionalism these instructors show.

We in the City of Laurel are very pleased with the level of work and professionalism that the staff of USA Management gives us. They are a very valuable part of our community.

Should you wish to talk with me regarding USA Management or any other aspect of aquatic management please call me or email me numbers are listed below.

Warren Holladay

hwholladay@hotmail.com 601-470-7266



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## YK Aquatic Center budget on track

By K.J. Lincoln

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February 18, 2015 | Volume 17, Issue 7

Miss Raunicka Ray from the Yukon Kuskokwim Aquatic Training and Health Center gave the City council the USA Pools update during the February 10th, 2015 city council meeting.

She provided the following report on the budget.

"We are on an 8th month budget right now," she said. "Our estimated goal is \$350,000. So far we have reached \$163,000."

The aquatic center held its grand opening on November 1st, 2014 and is now in its 4th month of operation.

"So it looks like we are on track as far revenue," said Mayor Rick Robb.

"Yes we are," said Ray.

Concessions has really taken off and group sales negotiations are in the works for the local school district. A local maintenance man was also hired.

"The things that have really sold are the monthly memberships, which have been pretty consistent," Ray said.

"For someone who has been using that facility regularly since it has opened I am still very impressed with the team members there and the staff and the customer service I think has been excellent and steadily improved so I just want to compliment you there," said Mayor Robb. "The place is clean, the equipment is in good shape, I think we are moving on."

The aquatic center offers many swim programs and fitness classes. There is a jacuzzi and a kiddie pool and a water slide.

### YOU MIGHT BE INTERESTED IN:

- [Kuskokwim Campus celebrates 42nd Commencement](#)
- [Person found deceased](#)
- [City of Bethel Sales tax Issue](#)
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-  [A Nelson Island legend](#)  
Greg Lincoln
-  [Gov Walker vetoes 1.28...](#)  
Rep. Bob Heron

Nanuk's Creations



## Reader Comments



# References

## Municipal with programs

Name of client – City of Atlanta

Primary Contact of client – Arthur Culbreth

Phone number – 770-595-3870

Email ID - [aculbreth0009@gmail.com](mailto:aculbreth0009@gmail.com)

No. of years serviced – 12, since 2012

Name of client - Laurel Natatorium, City of Laurel

Primary Contact of client – Warren Holladay

Phone number – 601-470-7266

Email ID - [hwholladay@hotmail.com](mailto:hwholladay@hotmail.com)

No. of years serviced – 24, since 2000

Name of client – Flushing Meadows

Primary Contact of client - Mikielle Barkley

Phone number – 404-993-4014

Email ID - [mikielle.barkley@yahoo.com](mailto:mikielle.barkley@yahoo.com)

No. of years serviced – 24, since 2000

## Private with programs

Elle Anderson

Magnolia Farms

Glenn Heights, TX

[elle.anderson004@gmail.com](mailto:elle.anderson004@gmail.com)

816.651.8849

Darian Banks

Vista West

Fort Worth, TX

[fastswimmer71@gmail.com](mailto:fastswimmer71@gmail.com)

832.517.6321

# Proposal Costs



# Aquatic Management Agreement

THIS AGREEMENT, between USA Pools of Texas (the “Company”) and City of Palestine (the “Owner”), is to provide management services by the Company of the Owner’s aquatic facility located in Anderson County, TX, in accordance with the specification, conditions, and terms set forth herein.

**1. OPERATIONAL TIMES**

**DATES OF OPERATION:**

May 23, 2026 through September 20, 2026

*Aquatic Facility will be open weekends only while local, public schools are in session.*

**HOURS OF OPERATION:**

Monday 11:00am-7:00pm	Thursday 11:00am-7:00pm	Sunday 11:00am-7:00pm
Tuesday 11:00am-7:00pm	Friday 11:00am-7:00pm	
Wednesday 11:00am-7:00pm	Saturday 11:00am-7:00pm	

**2. SCOPE OF SERVICES:**

Advertising	Onboarding	Terminations
Recruitment	Certifications (if needed)	Uniforms
Pre-screening	Training	Supervision
Interviewing	Support Water Safety	Schedules
Hiring	Manage Daily Operations	Risk Management
Promote Programs and Events	Provide Staff	

**3. PAYMENTS :** The Company hereby proposes to perform the work and services set forth above for the price of \$42,920.00.00 for 2026 (1 year) swim year upon specification, conditions and terms as set forth herein. Payments by Owner to Company shall be made in accordance with the following schedule:

USA MANAGEMENT

**DUE**

	Total Contract Price	Sign/Renew	1-Dec	1-Feb	1-Apr	1-Jun	1-Jul	1-Aug
<b>1 Year</b>	\$42,920.00	\$2,146.00	\$2,146.00	\$2,146.00	\$4,292.00	\$12,876.00	\$12,876.00	\$6,438.00

*Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule*

**Note: 100% of gate revenue goes to City.**

**\*\*Contract Price listed is reflective of Silver Package pricing.**

**Add Alternate 1:** \_\_\_\_\_ (initial to accept)

**Team Member Uniforms \$104.00 per team member**

**Add Alternate 2:** \_\_\_\_\_ (initial to accept)

**Team Member Certifications \$300.00 per team member**

**PAYMENT DISCLOSURE:** The Company hereby proposes to perform the work and services set forth above for the year upon specification, conditions and terms as set forth herein in accordance with section **PAYMENTS**. Payments by Owner to Company shall be made in accordance with the section **PAYMENTS**.

Contract Payments are due as indicated above. Any contract payment not made within one (1) day of the dates listed above shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event contract payment are not received within four (4) days of the dates listed above, the Company shall have the right, at it's option, and within its sole discretion, to interrupt its services under this Agreement and to withdraw and remove all personnel and supplies from Owner's facilities without any further or additional notice to Owner. Any and all other Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, must be accompanied with a fifty percent (50%) deposit. Furthermore, any payments not made on or before five (5) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received ten (10) days from the due date, the Company shall have the right, at it's option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove all personnel and any unpaid for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein.

Payments by the Owner to the Company for work by Company's personnel or Company's subcontractors is a condition precedent to payments made by the Company to Company's personnel or subcontractors. Company's personnel and any Company's subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Company, for payment of work.

In the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay all said amounts, together with the interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

**4. PROPOSAL EXPIRATION OPTION:** This contract is void at the Company's option if not executed by the Owner and returned to the Company 30 days after October 28, 2025.

**5. ACCEPTANCE:** Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto. If Owner elects the three year option price, the renewal date in the Effective Date section of the Agreement will be waived during the term of the three year period. Owner may cancel the Agreement for nonperformance by the Company as provided in the Cancellation section of the Agreement. Owner acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this agreement and bind the property owner of the pool facility. Owner agrees to the contract specifications in the preceding body Agreement. Any actual changes must be listed in a separate Addendum.

**USA Pools of Texas**

**City of Palestine**

By: USA Management, LLC  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent - "Owner"

By: Contract Department  
Date: October 28, 2025

Date: \_\_\_\_\_  
Check 1YR\_\_\_\_ or 3YR\_\_\_\_\_

# Aquatic Management School Day Operation

We want to ensure transparency with you, our business partner, on the operation for hours when schools are in session in your area. First, it is our experience that operations during these times (school hours) are not recommended. However, based on your request we are providing this additional information. Secondly, here are some things to consider when it comes to operating your aquatic facility during school days.

As an industry standard the majority of aquatic staff are students, therefore operations on school days is not a routine procedure.

Things to consider when looking at school day operations:

1. How much "real" use is there at your aquatic facility during school days?
2. Does the cost really provide that much more benefit to the whole community (ROI)?
3. Have you considered a reduced or modified schedule?

Our commitment in serving your community during the swim year depends on the ability to recruit, hire, train, certify and schedule staff. It is very difficult to find staff that can work during school operation. If we can locate staff to work during this time, we will need to offer additional incentives for staff to be available to work. If we cannot accomplish this goal, we will be prompt in sharing this information with you!

## OPERATIONAL TIMES

### **DATES OF OPERATION:**

School days that occur between

**May 23, 2026 through September 20, 2026**

### **HOURS OF OPERATION:**

Monday 4:00pm-8:00pm

Thursday 4:00pm-8:00pm

Tuesday 4:00pm-8:00pm

Friday 4:00pm-8:00pm

Wednesday 4:00pm-8:00pm

**Payment:** The Company hereby proposes to preform the work and services on school day operations as an additional service. This fee is for one swim year (2021). The fee is paid upon signing, if Company is unable to provide staff for school day operations Owner shall be refunded for services. Less any cost associated with preforming this request

**School Day Operation Cost \$3,910.00**

***USA Pools of Texas***

***City of Palestine***

By: USA Management, LLC

Name: \_\_\_\_\_

By: Contract Department

Date: October 28, 2025

By: \_\_\_\_\_

Authorized Agent - "Owner"

Date: \_\_\_\_\_

# Aquatic Cleaning Agreement

THIS AGREEMENT, between USA Pools of Texas (the "Company") and City of Palestine (the "Owner"), is to provide pool cleaning services by the Company of the Owner's aquatic facility located in Anderson County, TX, in accordance with the specification, conditions, and terms set forth herein. This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim year(s) starting on **May 23, 2026 through September 20, 2026**. Company guarantees this price for 30 days.

**RESPONSIBILITIES:** Company shall be required to be responsible for the following duties and daily on-site cleaning for the purpose of maintaining the facility to industry standards.

- Checking water chemistry and record readings.
- Check & adjust water level in pool(s)
- Clean gutters, skimmers and drains according to companies cleaning schedule.
- Vacuuming pool according to companies cleaning schedule.
- Clean scum-line around pool edge according to companies cleaning schedule.
- Skim surface of pool(s)
- Brush wall & side of pool(s)
- Blow off deck according to companies cleaning schedule.
- Straightening deck furniture.
- Assist with picking up trash at facility.
- Emptying trash receptacles
- Backwash and clean filter system
- Clean & empty hair & lint traps according to companies cleaning schedule.
- Perform requisite repair work as authorized and needed by Owner.
- Report services and duties on Customer web portal for Owners inspection.

**WEEKLY SERVICE:** Company personnel shall service the pool no less than two (2) times per week under normal operation of the pool. Additional visits may be scheduled for additional cost.

**PAYMENTS:** Monthly cost for work: **\$2,890.00**

The Owner agrees that the facility and equipment rooms shall be available to Company at all times during the term of the Agreement. Owner further agrees to notify Company of any defects or maintenance issues of their facility and premises including but not limited to, pool equipment, pumps, chlorinators, vacuum system, lifeguard stands and/or any other water/safety issues. Owner also agrees to supply any previous Health Department inspections and/or violations.

Payments are due on the 1<sup>st</sup> of every month. Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, not made on or before five (5) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received ten (10) days from the due date, the Company shall have the right, and at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove unpaid amounts for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein.

The Owner may cancel this agreement at any time for any reason by giving at least thirty (30) days notice in writing to the Company. If the agreement is cancelled by the Owner as provided herein, the Company will be paid in full for the work completed as of the date of the 30 day termination.

**ACCEPTANCE:** Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

**USA Pools of Texas**

**City of Palestine**

By: USA Management, LLC  
Name: \_\_\_\_\_  
By: Contract Department  
Date: 10/28/2025

By: \_\_\_\_\_  
Authorized Agent - "Owner"  
Date: \_\_\_\_\_



Agenda Date: November 10, 2025  
To: City Council  
From: April Jackson, City Secretary  
Agenda Item: EMS Franchise Request – CHRISTUS Health – Palestine Micro-Hospital  
Date Submitted: 11/04/2025

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**SUMMARY:**

CHRISTUS Health has submitted a formal request for an Emergency Medical Services (EMS) Franchise from the City of Palestine. The request is associated with the scheduled opening of the CHRISTUS Health – Palestine Micro-Hospital in 2026, which is expected to create an ongoing need for interfacility ambulance transports to tertiary hospitals in Tyler, Jacksonville, Dallas–Fort Worth, Waco, and Austin for specialized care and procedures.

Information provided by CHRISTUS Health indicates that the request seeks authorization for CHRISTUS EMS to provide these transports from the new facility. The submittal further notes that the request is not intended to modify or compete with existing EMS Franchise operations within the City of Palestine, but rather to allow interfacility transports originating from the CHRISTUS Health – Palestine Micro-Hospital.

Pursuant to Sections 42-39 through 42-43 of the City Code, an applicant must file a sworn EMS Franchise application with the City Secretary, provide proof of insurance and background documentation, and participate in a public hearing before Council determines whether the request serves the public convenience and necessity. This correspondence serves as an initial inquiry and is not a formal application under the ordinance at this stage.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize staff to coordinate with CHRISTUS Health to move forward with the formal EMS Franchise application process as outlined in City ordinance.

**CITY MANAGER APPROVAL:**

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**Attachments**

EMS Franchise Letter  
City Code, Chapter 42, Division 2 – Franchise



October 20, 2025

Ms. Teresa Herrera, City Manager  
The City of Palestine  
504 N. Queen Street  
Palestine, TX 75801

Dear Ms. Herrera,

Thank you for meeting with me to discuss this item.

As I referenced, with the scheduled opening of the CHRISTUS Health – Palestine Micro-Hospital in 2026, we are forecasting that there will be regular need to provide ambulance transportation from this facility location to tertiary receiving hospitals in other cities such as Tyler, Jacksonville, DFW, Waco or Austin for specialized care or interventions.

We recognize that many EMS systems are already experiencing strain with staffing or tasking rate. As such, it is our goal to not burden the existing EMS provider or create any additional strain on their system. Additionally, with CHRISTUS EMS being fully aligned with CHRISTUS Health on our care procedures, we know that patients will benefit from our synchronicity.

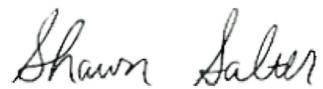
In accordance with the Ordinances of the City of Palestine, we recognize that in order to provide this service, we need to obtain an EMS Franchise from the City of Palestine to provide this service.

Please accept this letter as a formal request for an EMS Franchise issuance for the purpose of being able to conduct ambulance transports from our CHRISTUS Health – Palestine facility. This is not a request to alter the operations of the current Franchise agencies within Palestine and is not intended to compete for any of their services.

Please let me know if there is anything additional you require of CHRISTUS EMS to complete the EMS Franchise application. Also, I am more than willing to address the Palestine City Council if necessary or desired.

Thank you for your consideration.

Respectfully,

A handwritten signature in cursive script that reads "Shawn Salter".

Shawn Salter, Chief Administrative Officer  
CHRISTUS EMS & CHRISTUS Flight For Life

## *DIVISION 2. FRANCHISE<sup>1</sup>*

### **Sec. 42-36. 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:

*Ambulance* means every motor vehicle used, designed or redesigned for the transportation of sick or injured persons under emergency conditions.

*Ambulance operator* means the person holding an ambulance and transfer vehicle franchise under this division.

*Auxiliary ambulance service* means emergency service or transfer service provided pursuant to an agreement with an existing franchise holder.

*Emergency ambulance* means an ambulance used, designed or redesigned for the purpose of transporting the sick or injured, the rendering of first aid or the performance of rescue work while the vehicle is being operated under emergency circumstances.

*Emergency circumstances* means the existence of circumstances in which the element of time in transporting the sick or injured for medical treatment is essential to the health or life of such person.

*Emergency service* means the emergency ambulance trip to the place of emergency, the rendering of reasonable first aid and assistance and the trip to the hospital or doctor's office.

*Transfer service* means the transfer vehicle trip to the place of pickup of sick or injured persons; the rendering of reasonable first aid and assistance, if required; and the trip to the hospital, doctor's office or other places not under emergency conditions and the transportation of dead bodies under emergency conditions.

*Transfer vehicle* means every motor vehicle used, designed or redesigned for the transportation of sick or injured persons under conditions other than emergency conditions.

(Code 1968, § 5½-1; Ord. No. O-01-16, § I, 1-25-2016)

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

### **Sec. 42-37. Required.**

No person shall engage in furnishing transfer or ambulance service by operating or driving or causing to be operated or driven an ambulance or transfer vehicle upon the public streets without first having obtained a franchise in accordance with this division.

(Code 1968, § 5½-2)

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<sup>1</sup>Cross reference(s)—Businesses, ch. 26.

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### **Sec. 42-38. Exceptions.**

This division shall not apply to the following:

- (1) Any ambulance service owned or operated by the United States government or any agency thereof.
- (2) The state or any agency thereof or any political subdivision thereof or any other state of the United States or any political subdivision thereof.
- (3) Any private ambulance or private ambulance operator permanently based or stationed in another city and licensed by any city in the state under such city's ordinance, provided such ordinance is substantially similar to this division and provided such ordinance contains a reciprocal exception substantially similar to this exception. If such city is located in the county, it must have a population in excess of 2,500.
- (4) Any ambulance service, vehicle or operator in which the service or vehicle is owned or operated by any business entity furnishing such ambulance service to its employees and is not used or available for hire by the public and which complies with all state and federal requirements applicable to such service.
- (5) Auxiliary ambulance service as provided in section 42-47.

(Code 1968, § 5½-12; Ord. No. O-01-16, § II, 1-25-2016)

### **Sec. 42-39. Application.**

- (a) Application for an ambulance and transfer vehicle franchise shall be filed with the city secretary. The applicant shall furnish the following proof and information with the application, which shall be subscribed and sworn to before a notary public:
  - (1) The applicant has not been convicted of a felony or of a misdemeanor involving moral turpitude within the last ten years.
  - (2) A statement that the applicant has obtained or will obtain liability insurance in accordance with this division before commencing service, if a franchise should be granted.
  - (3) Three passport size photographs.
  - (4) Fingerprints of the applicant furnished to the police department.
  - (5) The number of ambulances and transfer vehicles which the applicant proposes to operate and the make and model of each vehicle.
  - (6) The applicant will furnish both emergency service and transfer service and have the vehicles for both services equipped with all the equipment required by law.
- (b) The applicant shall deposit \$50.00 with the city secretary for part of the cost of the publication of notices to be printed on three consecutive days advising of a hearing to be held on the application. Such notice shall be to all holders of ambulance and transfer vehicle franchises and all other interested persons, and the first such notice shall be printed within 15 days after receipt of the deposit if the applicant has met the requirements of subsection (a) of this section. The notice shall set out the time and place of such public hearing, which shall be not less than five days or more than 15 days from the date of the first publication. The name of the applicant and the place where he proposes to operate an ambulance service shall be set out in such notice.

(Code 1968, § 5½-3)

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**Sec. 42-40. Hearing on public convenience and necessity.**

- (a) As used in this section, the term "public convenience and necessity" means and includes:
- (1) The permanent address from which the ambulance and transfer service is proposed to be operated will be within an area of the city which will benefit from additional service.
  - (2) The distance from the permanent address at which the applicant proposes to operate the ambulance service to hospitals providing service to the public.
  - (3) The number of ambulances and transfer vehicles which are available to provide service in the area in which the applicant proposes to furnish such service and whether granting the franchise will create ruinous competition and public inconvenience.
  - (4) The record of responses to the police dispatcher's calls. This may include information as to length of time required to arrive at the place of an emergency after a request for such service and information as to calls declined and hours of the day during which service in such area may be curtailed for any reason.
  - (5) Density of population.
  - (6) The number of ambulances and transfer vehicles which will be covered by the franchise and the hours during the day and days during the week the applicant proposes to furnish such service.
  - (7) If the applicant has previously participated in furnishing ambulance or transfer service, evidence as to whether the applicant performed such service in a satisfactory manner.
- (b) The city council shall hold a public hearing on the application for a franchise under this division at the time and place specified in the published notice given pursuant to subsection 42-39(b).
- (c) The applicant shall not be granted an ambulance and transfer vehicle franchise unless the city council finds and determines that the public convenience and necessity will be served by the issuance thereof. In all such hearings, the burden of proof shall be upon the applicant to establish by clear, cogent and convincing evidence that the public convenience and necessity will be served by granting the franchise.

(Code 1968, § 5½-4)

**Sec. 42-41. Payment of taxes prerequisite to issuance.**

No franchise required under this division will be granted unless the ad valorem taxes on all properties used or useful in the furnishing of ambulance and transfer service shall have been first paid. The ambulance operator shall furnish proof that payment has been made.

(Code 1968, § 5½-5)

**Sec. 42-42. Liability insurance required.**

No ambulance or transfer vehicle shall be operated on the public streets of the city, unless the applicant provides evidence to the city secretary that he has in full force and effect a public liability insurance policy on that ambulance or transfer vehicle, such insurance policy to be issued by an insurance company licensed to do business in the state. The insurance policy with respect to each ambulance and each transfer vehicle shall provide liability insurance in the amount of not less than \$300,000.00 for personal injury in any one accident, not less than \$100,000.00 for injury to any one person and not less than \$50,000.00 for property damage. Such insurance policy shall not contain a passenger liability exclusion. Each liability insurance policy shall contain a provision obligating

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the insurer to give the city secretary written notice of cancellation not less than ten days prior to the date of any cancellation.

(Code 1968, § 5½-7)

### **Sec. 42-43. Issuance or denial.**

The city council shall make a determination as to the existence or nonexistence of public convenience and necessity under this division within 15 days from the date of the conclusion of a hearing held pursuant to section 42-39 and shall notify the applicant and parties who appeared in opposition, in writing, within such 15-day period that the application has been either granted or denied.

(Code 1968, § 5½-6)

### **Sec. 42-44. Notice of change in ownership.**

All changes of 50 percent or more in the ownership of the ambulance operator holding the franchise required under this division shall be reported to the city council within ten days after such change. New owners, new partners or new officers required to qualify individually shall file applications certifying to their individual qualifications.

(Code 1968, § 5½-8)

### **Sec. 42-45. Inspection of books and records.**

The books and records of the holder of a franchise under this division shall be open at any reasonable time for inspection by the city council or any official designated by the city council.

(Code 1968, § 5½-9)

### **Sec. 42-46. Schedule of rates.**

Except where a written contract for different rates has been approved by the city council and is on file in the city secretary's office, the rates charged and collected by all ambulance operators under this division shall be stated in a schedule prepared by the franchise holder, approved by the city council and filed with the city secretary.

(Code 1968, § 5½-10)

### **Sec. 42-47. Auxiliary ambulance service.**

- (a) Auxiliary ambulance service registration.
  - (1) A franchise holder may enter into an agreement with a person to operate supplemental emergency service or transfer service to meet occasional unexpected service demand that the franchise holder is unable to meet in a timely manner.
  - (2) Except as provided by subsection (c), the use of an auxiliary ambulance service is not a service failure of the existing franchise holder.
  - (3) Auxiliary service may be provided by:

- 
- a. An ambulance service that is licensed or franchised by another jurisdiction; or
  - b. The holder of an auxiliary ambulance service permit issued pursuant to subsection (b).
- (4) Except in the event of an extreme emergency, auxiliary ambulance services should be called directly to provide service only by or at the direction of the franchise holder.
- (b) A person may apply for an auxiliary ambulance service permit by completing an application as provided by section 42-39. An applicant for a permit shall also provide either a copy of any written agreement between the applicant and a franchise holder to provide auxiliary ambulance service or the signed, written consent of a franchise holder to the granting of the permit.
- (c) A permit to provide auxiliary ambulance service shall be revoked if all agreements to provide auxiliary service have been terminated.
- (1) The permit holder may apply to convert the permit to a franchise. The conversion will be granted under the same standards as an original franchise, provided that the applicant may use the service provided under the permit to show the quality of service that will be provided, and may show the inadequacy of existing service by showing the quantity of auxiliary service it has provided and the inability of the franchise holder to meet that demand either through its own services or the services of another auxiliary ambulance service.
  - (2) The permit that is sought to be converted to a franchise will not be revoked while the conversion application is pending.

(Ord. No. O-01-16, § II, 1-25-2016)