

Dan Bochsler, President
Kim Willmott, Vice-President
Charles Drane, Secretary/Treasurer
Firouz Haghighi, Director
Joseph Thompson, Director
Veer Patel, Director
Ernest Williams, Director



Christophe Trahan, EDC Director
Melissa Temple, Admin. Assistant
Will James, Marketing Analyst

NOTICE OF MEETING
ECONOMIC DEVELOPMENT CORPORATION
April 11, 2025
10:00 A.M.
PEDC Office
100 Willow Creek Pkwy, Suite A
Palestine, TX

Zoom Link:

<https://us06web.zoom.us/j/81650065959?pwd=t4a6EcyxcQ6ugSRWyV6njF7U9nTI2z.1>

Meeting ID: 816 5006 5959
Passcode: 364928

One tap mobile
+13462487799,,81650065959#,,, *364928# US

Meeting ID: 816 5006 5959
Passcode: 364928

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/palestinetxt/

- A. **CALL TO ORDER**
- B. **PROPOSED CHANGES OF AGENDA ITEMS**
- C. **PUBLIC COMMENTS**
Any citizen wishing to speak during public comments regarding an item on or off the agenda may do so during this section of the agenda. 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 board. Members of the public may join via Zoom or in person.
- D. **CONFLICT OF INTEREST DISCLOSURES**
- E. **ITEMS FROM BOARD**
- F. **DIRECTOR'S REPORT**

1. Review Monthly Director's Report.
 - a.) Strategic Plan Activity
 - b.) Retail Sector Data
 - c.) Workforce Data
 - d.) Development Services Report
 - e.) All Other Economic Development Activities
2. Review Monthly Marketing Analyst Report.
 - a.) Monthly Marketing Activities
 - b.) Monthly Marketing Analytics
 - c.) All Other Marketing Activities

G. DISCUSSION AND ACTION ITEMS

1. Discussion and possible action regarding the PEDC Minutes from March 11, 2025.
2. Discussion and possible action regarding the March 2025 Financial Report.
3. Presentation by Roderick Riley regarding a Downtown Grant Application and Performance Agreement with Entertain 903 LLC for the property located at 201 W. Oak Street.
4. Discussion and possible action regarding PEDC support for Express Pros Training's Management Essentials Program.
5. Discussion and possible action regarding the Downtown Grant Performance Agreement with Bill Byers.
6. Discussion and possible action regarding the Downtown Grant Performance Agreement with A. Hugh Summers.
7. Discussion and possible action regarding the Downtown Grant Performance Agreement with Palestine Community Theater, Inc.
8. Discussion and possible action regarding the Pearl Gymnastic Center LLC, Performance Agreement.
9. Discussion and possible action regarding the future use of 200 Vista Ridge.

H. CLOSED SESSION

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

1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiation or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.
 - a.) Entertain 903 LLC

I. RECONVENE IN REGULAR SESSION

J. TAKE ANY NECESSARY ACTION REGARDING CLOSED SESSION ITEM

1. Discussion and possible action regarding Entertain 903 LLC.

K. ADJOURNMENT

I certify that the above Notice of Meeting was posted at the main entrance of the Palestine Economic Development Corporation located at 100 Willow Creek Parkway, Suite A, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Monday, April 7, 2025, at 3:00 p.m.**

A handwritten signature in blue ink, reading "M. Temple", is written over a horizontal line.

Melissa Temple, EDC Admin. Assistant

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



Agenda Date: 04/11/2025
To: Palestine Economic Development Corporation
From: Melissa Temple, EDC Administrative Assistant
Agenda Item: Review monthly Director's Report

SUMMARY:

Review Monthly Director's Report.

- a.) Strategic Plan Activity
- b.) Retail Sector Data
- c.) Workforce Data
- d.) Development Services Report
- e.) All Other Economic Development Activities

RECOMMENDED ACTION:

Staff recommends the board review the monthly Director's Report.



Agenda Date: 04/11/2025
To: Palestine Economic Development Corporation
From: Melissa Temple, EDC Administrative Assistant
Agenda Item: Review monthly Marketing Analyst Report

SUMMARY:

Review Monthly Marketing Analyst Report.

- a.) Monthly Marketing Activities
- b.) Monthly Marketing Analytics
- c.) All Other Marketing Activities

RECOMMENDED ACTION:

Staff recommends the board review the monthly Marketing Analyst Report.

Attachments

Marketing Report



Marketing Activities - March/April 2025

Mktg Analyst Will James

- Collaborated with local business leaders to coordinate filming for VikingFilmWorks at PCDWorks, LS Tractor, and ThoroughFoods on March 21st.
- Assisted Casey from VikingFilmWorks on filming day, helping capture footage at each business location and coordinating drone shots of key spots around town, including the Rail Park property.
- Worked with our website writer to create an article on the Mall redevelopment and Academy project, then released it as a press release to local news outlets.
- Currently coordinating with the Airport, TVCC, and other businesses for a second filming day scheduled for April 22nd.
- Coordinating with Palestine Regional Medical Center (PRMC) and UT Tyler to finalize logistics for the upcoming Dr. Sue Cox event



**Academy Sports +
Outdoors Will Open in
Palestine, Texas in Late
2025**

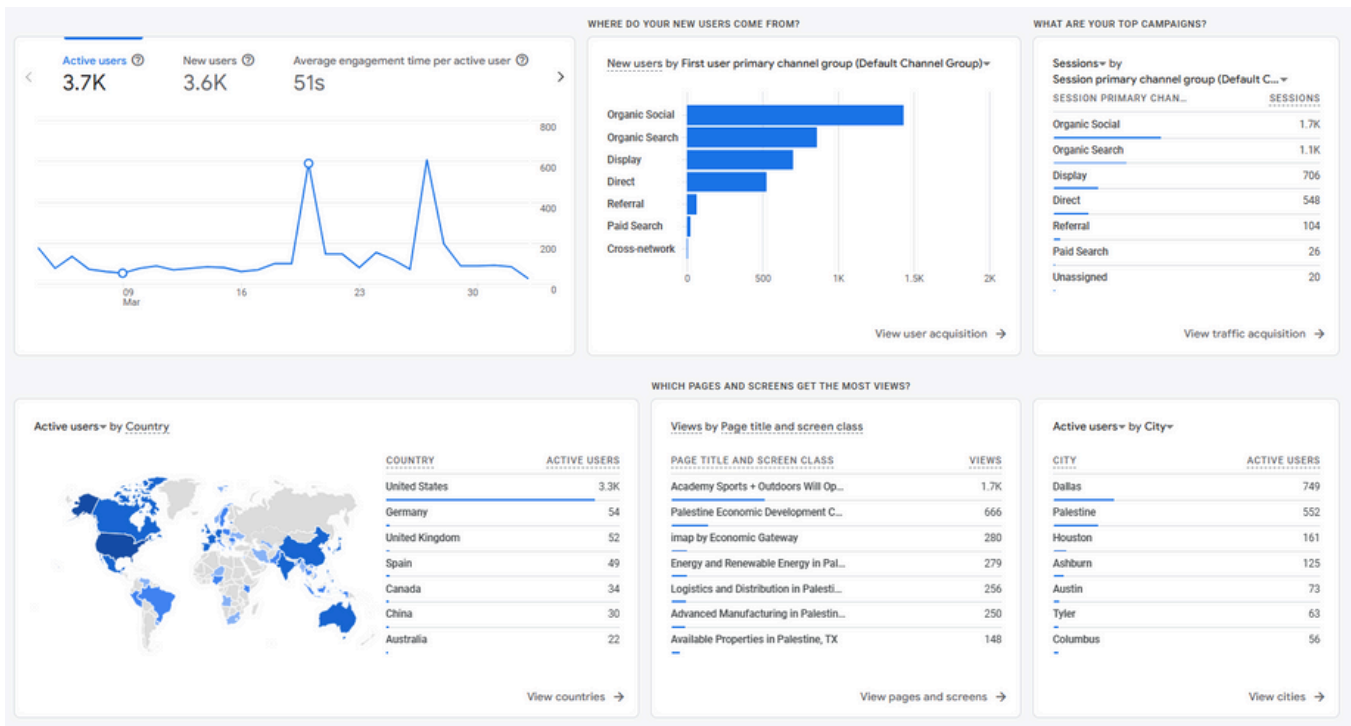
March 18, 2025



Marketing Activities - March/April 2025

Mktg Analytics

- The website attracted 3,700 unique users over the past 30 days.
- The Academy Sports news article emerged as the most visited page on the site
- Dallas continues to lead as the top city for user traffic.



CAMPAIGN PERFORMANCE

Impressions and Clicks by Day

Impressions: 306,505 Clicks: 526 CTR : 0.17% Summary



Campaigns and Ad Groups

Campaign	Ad Group	First Impression Date	Last Impression Date	Impressions	Clicks	CTR
Campaign Total: Brand Awareness				306,505	526	0.17%
	Advanced Manufacturing_Persona	2025-01-05	2025-04-02	98,284	166	0.17%
	Energy and Renewable Energy_Persona	2025-01-06	2025-04-02	96,451	182	0.19%
	Logistics and Distribution_Persona	2025-01-06	2025-04-02	98,100	164	0.17%
	Website Traffic_Retargeting	2025-01-18	2025-04-02	13,670	14	0.10%



Agenda Date: 04/11/2025
To: Palestine Economic Development Corporation
From: Melissa Temple, EDC Administrative Assistant
Agenda Item: Approval of the PEDC Minutes From March 11,2025

SUMMARY:

Consider approval of the PEDC Minutes from March 11, 2025.

RECOMMENDED ACTION:

Staff recommends approval of minutes as presented.

Attachments

PEDC Minutes 3.11.25

THE STATE OF TEXAS §
COUNTY OF ANDERSON §
CITY OF PALESTINE §

The Economic Development Board of the City of Palestine convened in a regular meeting on Tuesday, March 11, 2025, at 10:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: President Dan Bochsler; Secretary/Treasurer Charles Drane; Directors: Veer Patel, Firouz Haghighi, and Ernest Williams.

Staff present: PEDC Director Christophe Trahan and Administrative Assistant Lisa Bowman.

Others Present: City Manager Teresa Herrera and City Finance Director Andrew Sibai.

A. CALL TO ORDER

With a quorum present, President Bochsler called the meeting to order at 10:00 a.m.

B. PROPOSED CHANGES OF AGENDA ITEMS

There were none.

C. PUBLIC COMMENTS

There were none.

D. CONFLICT OF INTEREST DISCLOSURES

There were none.

E. ITEMS FROM BOARD

There were none.

Director Thompson entered the board meeting at 10:02 a.m.

F. DIRECTOR'S REPORT

1. Review monthly Director's Report.
 - Strategic Plan Activity
 - Retail Sector Data
 - Workforce Data
 - Development Services Report
 - All other Economic Development Activities
2. Review monthly Marketing Analyst Report.
 - Monthly Marketing Activities
 - Monthly marketing Analytics
 - All Other Marketing Activities

G. DISCUSSION AND ACTION ITEMS

1. Consider approval of PEDC Minutes from February 11, 2025.

Motion by Director Thompson, seconded by Secretary/Treasurer Drane to approve the item as presented. Upon vote, the motion carried unanimously 6-0.

2. Consider approval of PEDC Minutes from February 21, 2025.

Motion by Director Thompson, seconded by Secretary/Treasurer Drane to approve the item as presented. Upon vote, the motion carried unanimously 6-0.

3. Consider approval of the February 2025 Financial Report.

Motion by Director Thompson, seconded by Director Haghighi to approve the item as presented. Upon vote, the motion carried unanimously 6-0.

4. Consideration and possible action regarding an amendment of the lease agreement between PEDC and International Tutoring Services, LLC (GENTIVA Hospice).

Motion by Director Thompson, seconded by Secretary/Treasurer Drane to approve the item as presented. Upon vote, the motion carried unanimously 6-0.

5. Discussion and possible action regarding the Downtown Grant Performance Agreement with Young Business Investments, LLC.

Motion by Director Thompson, seconded by Director Patel to approve the final payment to Young Business Investments, LLC. for work completed under their Grant Agreement. Upon vote, the motion carried unanimously 6-0.

H. PUBLIC HEARINGS

1. Public Hearing to receive public comments regarding PEDC offering an economic development grant to incentivize Pearl Gymnastics Center, LLC.

- a.) Open Public Hearing – President Bochsler opened the public hearing at 10:17 a.m.
- b.) Receive Public Comments – There were none
- c.) Close Public Hearing – President Bochsler closed the public hearing at 10:19 a.m.

I. ADJOURN

With no other business to come before the Board, President Bochsler adjourned the meeting at 10:19 a.m.

PASSED AND APPROVED THIS 11th DAY OF April 2025.

Dan Bochsler, President

ATTEST:

Melissa Temple, Administrative Assistant

DRAFT



Agenda Date: 04/11/2025
To: Palestine Economic Development Corporation
From: Melissa Temple, EDC Administrative Assistant
Agenda Item: March 2025 Financial Report

SUMMARY:

Consider approval of the March 2025 Financial Report.

RECOMMENDED ACTION:

Staff recommends approval as presented.

Attachments

Financial Analyst March 2025



Palestine Economic Development Corporation
Financial Statement
As of March 31, 2025

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
BEGINNING FUND BALANCE		<u>\$ 3,986,395</u>		<u>\$ 3,896,395</u>			<u>\$ 2,611,873</u>	
REVENUE								
41013	PEDC SALES TAX	1,325,055	102,852	733,108	55.3%	591,947	694,010	39,097
41609	RENT - SUITE B	36,000	3,000	18,000	50.0%	18,000	18,000	-
41610	RENT - RESULTS CO	-	-	-	0.0%	-	107,722	(107,722)
41807	ETEX FIBER RECAPTURE	400,000	-	206,553	51.6%	193,447	197,810	8,743
41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
41901	INTEREST REVENUE	65,000	8,604	66,767	102.7%	(1,767)	61,113	5,653
41932	TAH LOAN PYMT	34,064	2,839	17,032	50.0%	17,032	17,032	-
41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		<u>1,860,119</u>	<u>117,295</u>	<u>1,041,460</u>	56.0%	<u>818,659</u>	<u>1,095,688</u>	<u>(54,228)</u>
EXPENSE								
PERSONNEL								
51010	SALARIES & WAGES	175,555	13,420	79,890	45.5%	95,665	68,210	11,680
51030	LONGEVITY	288	42	206	71.5%	82	120	85
51036	CELL PHONE ALLOWANCE	600	50	273	45.4%	328	277	(4)
51040	SOCIAL SECURITY	13,817	1,022	6,105	44.2%	7,712	5,167	938
51050	HEALTH INSURANCE	24,943	1,901	13,199	52.9%	11,743	11,195	2,004
51061	WORKER'S COMPENSATION	708	55	329	46.5%	378	281	48
51070	RETIREMENT	26,124	2,059	11,950	45.7%	14,174	9,847	2,102
*** EXPENSE CATEGORY TOTALS ***		<u>242,034</u>	<u>18,550</u>	<u>111,952</u>	<u>46.3%</u>	<u>130,082</u>	<u>95,098</u>	<u>16,854</u>
SUPPLIES AND MATERIALS								
52010	OFFICE SUPPLIES/EQUIPMENT	4,100	-	655	16.0%	3,445	639	16
52020	POSTAGE	300	-	-	0.0%	300	60	(60)
52091	FURNITURE & OFFICE EQUIPMENT	2,500	-	33	1.3%	2,467	575	(543)
*** EXPENSE CATEGORY TOTALS ***		<u>6,900</u>	<u>-</u>	<u>688</u>	<u>10.0%</u>	<u>6,212</u>	<u>699</u>	<u>(44)</u>
PROF/CONTRACTUAL SERV								
53010	LEGAL SERVICES	55,000	2,576	7,378	13.4%	47,622	25,821	(18,443)
53020	AUDIT & ACCOUNTING SERVICES	5,000	480	3,797	75.9%	1,203	3,811	(13)
53027	RECORDS MANAGEMENT	500	-	-	0.0%	500	-	-
53030	PROFESSIONAL SERVICES	45,000	-	9,938	22.1%	35,062	2,348	7,590
53031	CONSULTANT SERVICES	20,000	-	630	3.2%	19,370	-	630
53090	IT SUPPORT	1,897	305	1,066	56.2%	831	914	152
53095	SOFTWARE MAINTENANCE	833	161	632	75.9%	201	377	255
53150	MARKETING SERVICES	75,000	1,700	27,995	37.3%	47,005	23,511	4,484
53311	PRINTER/COPIER LEASE	3,500	252	1,047	29.9%	2,453	-	1,047
53500	LEGAL NOTICES	3,000	-	449	15.0%	2,551	-	449
53509	MEMBERSHIPS & SUBSCRIPTIONS	22,250	-	22,129	99.5%	121	18,292	3,837
53510	TRAVEL AND TRAINING	10,000	71	8,485	84.8%	1,515	3,556	4,928
53512	PRINTING SERVICES	-	-	-	0.0%	-	-	-



Palestine Economic Development Corporation
Financial Statement
As of March 31, 2025

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
53514	TML INSURANCE	13,000	-	15,187	116.8%	(2,187)	12,135	3,052
53515	INSURANCE AND BONDS	1,100	-	-	0.0%	1,100	-	-
53520	JANITORIAL SERVICES	4,100	300	1,900	46.3%	2,200	5,050	(3,150)
53617	PROJECTS SUPPORT GRANTS	300,000	-	-	0.0%	300,000	100,000	(100,000)
53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	-	-	0.0%	25,000	-	-
53663	COM DEV GRANT-GENERAL PROGRAM	75,000	75,000	75,000	100.0%	-	-	75,000
53664	BLDG IMPROVEMENT GRANT PROG	250,000	5,472	97,924	39.2%	152,076	26,200	71,724
53665	PRIOR YEAR BLDG IMPROV GRANTS	67,500	-	79,354	117.6%	(11,854)	-	79,354
*** EXPENSE CATEGORY TOTALS ***		<u>977,680</u>	<u>86,316</u>	<u>352,911</u>	<u>36.1%</u>	<u>624,769</u>	<u>222,014</u>	<u>130,897</u>
MAINTENANCE & REPAIR								
54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	2,848	12,304	12.3%	87,696	34,885	(22,582)
*** EXPENSE CATEGORY TOTALS ***		<u>100,000</u>	<u>2,848</u>	<u>12,304</u>	<u>12.3%</u>	<u>87,696</u>	<u>34,885</u>	<u>(22,582)</u>
UTILITIES								
54500	UTILITIES - ELECTRIC	78,000	5,019	20,641	26.5%	57,359	2,451	18,189
54501	UTILITIES - WATER/SEWER	4,000	295	1,778	44.4%	2,222	1,750	28
54503	PHONES/INTERNET	3,000	241	1,521	50.7%	1,479	2,588	(1,068)
*** EXPENSE CATEGORY TOTALS ***		<u>85,000</u>	<u>5,555</u>	<u>23,939</u>	<u>28.2%</u>	<u>61,061</u>	<u>6,790</u>	<u>18,189</u>
OTHER/MISC.								
55009	BUSINESS RETENTION/EXPANSION	15,000	-	16	0.1%	14,984	1,128	(1,113)
55200	MEETING MEALS	3,500	-	933	26.7%	2,567	1,215	(282)
*** EXPENSE CATEGORY TOTALS ***		<u>18,500</u>	<u>-</u>	<u>949</u>	<u>5.1%</u>	<u>17,551</u>	<u>2,344</u>	<u>(1,395)</u>
DEBT SERVICE								
56005	REVENUE BOND PRIN PAYMENT	563,374	-	89,676	15.9%	473,699	42,042	47,633
56050	INTEREST- BONDED DEBT	168,554	-	85,418	50.7%	83,136	22,749	62,670
56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		<u>731,928</u>	<u>-</u>	<u>175,094</u>	<u>23.9%</u>	<u>556,834</u>	<u>64,791</u>	<u>110,303</u>
CAPITAL OUTLAY								
58000	CAPITAL OUTLAY	-	-	140	0.0%	(140)	-	140
*** EXPENSE CATEGORY TOTALS ***		<u>-</u>	<u>-</u>	<u>140</u>	<u>0.0%</u>	<u>(140)</u>	<u>-</u>	<u>140</u>
INTERFUND ACTIVITY								
59010	TRANSFER TO/FROM GENERAL FUND	49,586	2,614	7,843	15.8%	41,743	-	7,843
59570	TRANSFER TO FLEET FUND	250	-	233	93.1%	17		233
*** EXPENSE CATEGORY TOTALS ***		<u>49,836</u>	<u>2,614</u>	<u>8,076</u>	<u>16.2%</u>	<u>41,760</u>	<u>-</u>	<u>8,076</u>
*** TOTAL EXPENSE ***		<u>2,211,878</u>	<u>-</u>	<u>115,884</u>	<u>-</u>	<u>686,051</u>	<u>-</u>	<u>31.0%</u>
						<u>1,525,827</u>	<u>-</u>	<u>426,621</u>
							<u>-</u>	<u>260,438</u>



Palestine Economic Development Corporation
Financial Statement
As of March 31, 2025

	Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
PROJECTED ENDING FUND BALANCE	\$ 3,634,636		\$ 4,251,804			\$ 3,280,940	

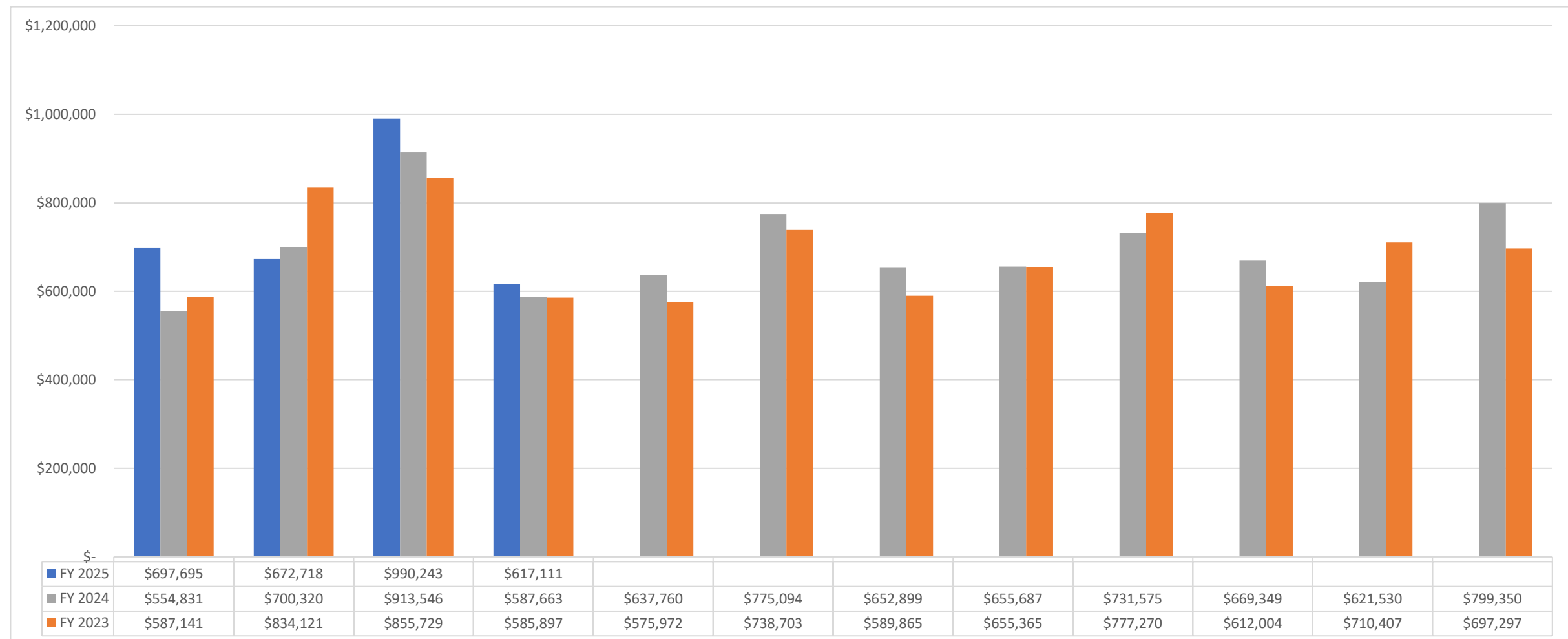


Sales Tax History: Fiscal Years 2023 - 2025

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
	\$ 6,849,535	\$ 1,370,236	\$ 8,219,771	

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
	\$ 6,916,060	\$ 1,383,544	\$ 8,299,604	

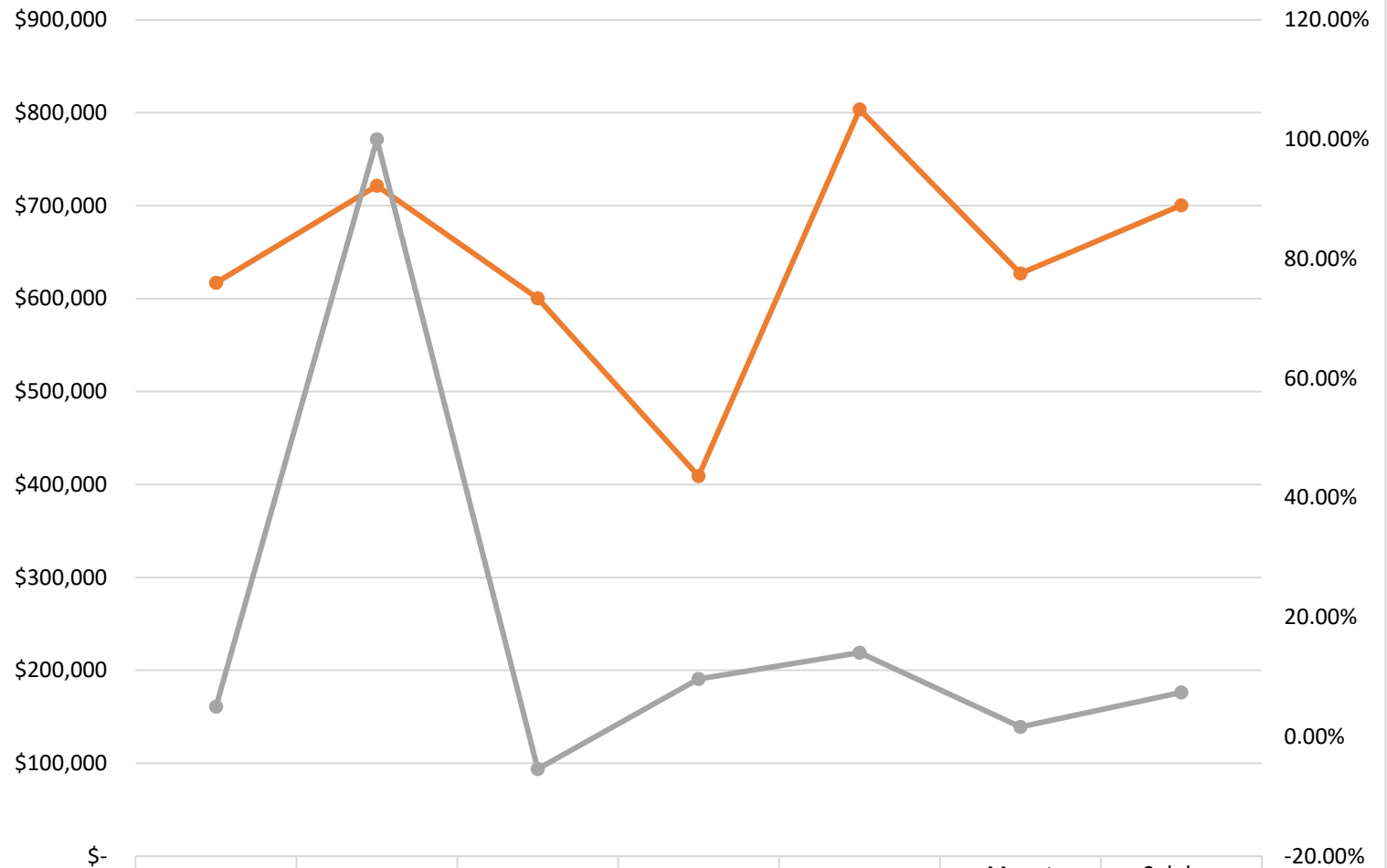
FY 2025				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 581,389	\$ 116,306	\$ 697,695	\$ 697,695
November	560,576	112,142	\$ 672,718	1,370,413
December	825,169	165,073	\$ 990,243	2,360,656
January	514,238	102,872	\$ 617,111	2,977,767
February	-	-		2,977,767
March	-	-		2,977,767
April	-	-		2,977,767
May	-	-		2,977,767
June	-	-		2,977,767
July	-	-		2,977,767
August	-	-		2,977,767
September	-	-		2,977,767
	\$ 2,481,373	\$ 496,394	\$ 2,977,767	





Palestine Economic Development Corporation
Financial Statement
As of March 31, 2025

Sales Tax FY 2025 - January 2025- Period 4



	Palestine	Athens	Henderson	Jacksonville	Kilgore	Mount Pleasant	Sulphur Springs
— \$ Sales Tax Received Mar-2025	617,110.64	721,334.69	600,429.85	408,937.01	803,505.71	627,173.53	700,537.96
— % Inc(+) Dec(-) from prior year	5.01%	100.00%	-5.40%	9.66%	14.07%	1.62%	7.43%



Palestine Economic Development Corporation Summary of Cash and Investment Activity For the Month Ending: March 31, 2025

	Par Value	Market Value	Ratio Market-to-Book Value
Beginning Balances			
Cash	\$244,454.58	\$ 244,454.58	100.00%
Investments	\$3,715,513.70	\$3,715,513.70	100.00%
Total	3,959,968.28	\$3,959,968.28	100.00%
Activity			
Cash	\$5,648.40	\$5,648.40	
Investments	(\$18,489.92)	(\$18,489.92)	
Net Accretion & Amortization			
Purchases			
Maturities/Calls			
Changes to Market Value	-	4,228.98	
Net Monthly Activity	(\$12,841.52)	(\$8,612.54)	
Ending Balances			
Cash	\$250,102.98	250,102.98	100.00%
Investments	\$3,697,023.78	\$3,701,252.76	100.11%
Total	\$ 3,947,126.76	\$ 3,951,355.74	100.11%

Palestine Economic Development Corporation Summary of Cash and Investment Activity For the Month Ending: March 31, 2025												
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Cash In Bank	\$ 250,103		\$ 100.000	1.000%	\$ 250,103	\$ 250,103	\$ 250,103	\$ -	1
N/A	N/A	N/A	TEXSTAR Investment Pool	3,139,569	4.35%	\$ 100.000	4.340%	\$ 3,139,569	\$ 3,139,569	\$ 3,139,569	-	1
7/19/2024	7/21/2025	89841MBG1	Trustone Financial Credit Union	248,000	5.10%	100.000	5.100%	248,000	248,000	248,640	-	112
7/31/2024	7/31/2025	291916AQ7	Empower Fed Credit Union	244,000	5.1	100.000	5.100%	244,000	244,000	244,703		122
Totals/Weighted Average				\$ 3,881,672			4.221%	\$ 3,881,672	\$ 3,881,672	\$ 3,883,014	\$ -	16
Benchmark - 4-Week Coupon Equivalent Treasury Bill Rate							4.310%					

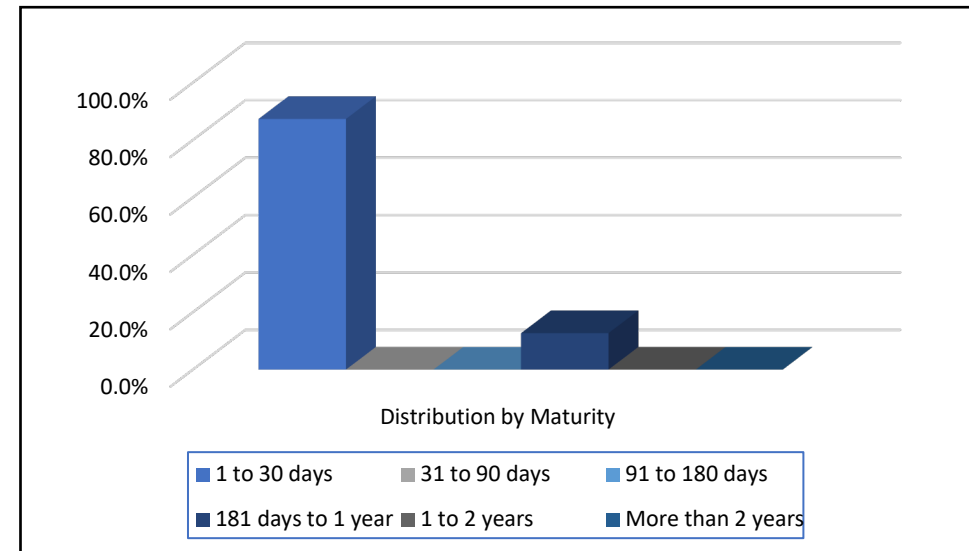
Palestine Economic Development Corporation

Summary of Cash and Investment Activity

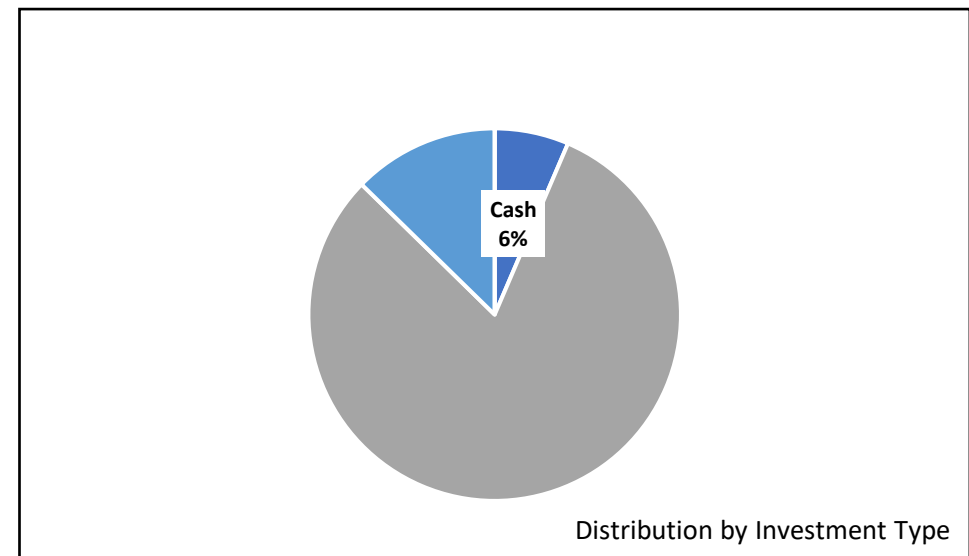
For the Month Ending: March 31, 2025

i

Distribution by Maturity		
	Par Value	Percent
1 to 30 days	\$ 3,389,672	87.3%
31 to 90 days	-	0.0%
91 to 180 days		0.0%
181 days to 1 year	492,000	12.7%
1 to 2 years		0.0%
More than 2 years		0.0%
	<u>\$ 3,881,672</u>	<u>100.0%</u>



Distribution by Investment Type		
	Book Value	Percent
Cash	\$ 250,103	6.4%
US Agencies & Instrumentalities	-	0.0%
Eligible Investment Pools	3,139,569	80.9%
Certificates of Deposit	492,000	12.7%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds		0.0%
Repurchase Agreements	-	0.0%
	<u>\$ 3,881,672</u>	<u>100.0%</u>



Palestine Economic Development Corporation
Monthly Interest
For the Month Ending: March 31, 2025

Cash	\$223.58
Investment Pool	\$ 5,756.32
CDs	\$ 2,624.26

Total Monthly Interest	\$8,604.16
-------------------------------	-------------------

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



Andrew Sibai
Finance Director

**Original Issue-12/1/2012
2,865,000**

**BOND DEBT SERVICE
City of Palestine, Texas**

Sales Tax Revenue Bonds, Series 2012B (Taxable-PEDC)

Callable 8/15/2022 @ Par

Due Date	Fund	Interest Rate	Principal	Interest	Semi-Annual Debt Service	Fiscal Annual Debt Service	Principal Balance
2/15/2013		3.350%	-	18,396	18,395.69		\$ 2,865,000
8/15/2013	215		160,000	47,989	207,988.75	\$ 226,384.44	2,705,000
2/15/2014		3.350%	-	45,309	45,308.75		2,705,000
8/15/2014	215		180,000	45,309	225,308.75	\$ 270,617.50	2,525,000
2/15/2015		3.350%	-	42,294	42,293.75		2,525,000
8/15/2015	215		185,000	42,294	227,293.75	\$ 269,587.50	2,340,000
2/15/2016		3.350%	-	39,195	39,195.00		2,340,000
8/15/2016	215		190,000	39,195	229,195.00	\$ 268,390.00	2,150,000
2/15/2017		3.350%	-	36,013	36,012.50		2,150,000
8/15/2017	215		195,000	36,013	231,012.50	\$ 267,025.00	1,955,000
2/15/2018		3.350%	-	32,746	32,746.25		1,955,000
8/15/2018	215		205,000	32,746	237,746.25	\$ 270,492.50	1,750,000
2/15/2019		3.350%	-	29,313	29,312.50		1,750,000
8/15/2019	215		239,313	29,313	268,625.00	\$ 297,937.50	1,510,688
2/15/2020		3.350%	-	25,795	25,795.00		1,510,688
8/15/2020	215		215,000	25,795	240,795.00	\$ 266,590.00	1,295,688
2/15/2021		3.350%		21,703	21,702.77		1,295,688
8/15/2021	215		225,000	21,703	246,702.77	\$ 268,405.54	1,070,688
2/15/2022		3.350%		18,425	18,425.00		1,070,688
8/15/2022	215		230,000	18,425	248,425.00	\$ 266,850.00	840,688
2/15/2023		3.350%		14,573	14,572.50		840,688
8/15/2023	215		240,000	14,573	254,572.50	\$ 269,145.00	600,688
2/15/2024		3.350%		10,553	10,552.50		600,688
8/15/2024	215		245,000	10,553	255,552.50	\$ 266,105.00	355,688
2/15/2025		3.350%		6,449	6,448.75		355,688
8/15/2025	215		255,000	6,449	261,448.75	\$ 267,897.50	100,688
2/15/2026		3.350%		2,178	2,177.50		100,688
8/15/2026	215		100,688	2,178	102,865.00	\$ 105,042.50	-
			\$ 2,865,000	\$ 715,470	\$ 3,580,470	\$ 3,580,470	

The Bonds shall be designated as "PALESTINE ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, TAXABLE SERIES 2012B," in the principal amount of \$2,865,000 for the purpose of refinancing the Loan used to pay certain project costs, under and in strict conformity with the Constitution and laws of the State of Texas, particularly the Act.

Original Issue-2/1/2016

525,000

BOND DEBT SERVICE

City of Palestine, Texas

Sales Tax Revenue Bonds, Series 2016 (Taxable-PEDC)

Non-Callable

Due Date	Fund	Interest Rate	Principal	Interest	Semi-Annual Debt Service	Fiscal Annual Debt Service	Principal Balance
2/15/2016		3.630%	-		-		\$ 525,000
8/15/2016	215		30,000	8,999.38	38,999.38	\$ 38,999.38	495,000
2/15/2017		3.630%	-	8,984.25	8,984.25		495,000
8/15/2017	215		45,000	8,984.25	53,984.25	\$ 62,968.50	450,000
2/15/2018		3.630%	-	8,167.50	8,167.50		450,000
8/15/2018	215		45,000	8,167.50	53,167.50	\$ 61,335.00	405,000
2/15/2019		3.630%	-	7,350.75	7,350.75		405,000
8/15/2019	215		50,000	7,350.75	57,350.75	\$ 64,701.50	355,000
2/15/2020		3.630%	-	6,443.25	6,443.25		355,000
8/15/2020	215		55,000	6,443.25	61,443.25	\$ 67,886.50	300,000
2/15/2021		3.630%		5,445.00	5,445.00		300,000
8/15/2021	215		60,000	5,445.00	65,445.00	\$ 70,890.00	240,000
2/15/2022		3.630%		4,356.00	4,356.00		240,000
8/15/2022	215		60,000	4,356.00	64,356.00	\$ 68,712.00	180,000
2/15/2023		3.630%		3,267.00	3,267.00		180,000
8/15/2023	215		60,000	3,267.00	63,267.00	\$ 66,534.00	120,000
2/15/2024		3.630%		2,178.00	2,178.00		120,000
8/15/2024	215		60,000	2,178.00	62,178.00	\$ 64,356.00	60,000
2/15/2025		3.630%		1,089.00	1,089.00		60,000
8/15/2025	215		60,000	1,089.00	61,089.00	\$ 62,178.00	-
			\$ 525,000	\$ 103,561	\$ 628,561	\$ 628,561	

WHEREAS, the Corporation proposes to issue Sales Tax Revenue Bonds to purchase the land and the building at 100 Willow Creek Parkway, Palestine, Texas 75801 (the "Project") which is the location of the offices of the Corporation;

WHEREAS, the estimated cost of the Project is approximately \$550,000;

Original Issue-1-29-2021

1,015,000

DEBT SERVICE

City of Palestine, Texas

ETEX FIBER LOAN

Non-Callable until August 15, 2026

Due Date	Fund	Interest Rate	Principal	Interest	Semi-Annual Debt Service	Fiscal Annual Debt Service	Principal Balance
8/15/2021		2.671%	43,386	14,853	58,238.53	\$ 58,238.53	971,614
2/15/2022	215		45,263	12,976	58,238.53	\$ 116,477.06	928,228
8/15/2022		2.671%	45,867	12,371	58,238.53		882,361
2/15/2023	215		46,480	11,759	58,238.53	\$ 116,477.06	835,881
8/15/2023		2.671%	47,100	11,138	58,238.53		788,781
2/15/2024	215		47,729	10,509	58,238.53	\$ 116,477.06	741,052
8/15/2024		2.671%	48,367	9,872	58,238.53		692,685
2/15/2025	215		49,013	9,226	58,238.53	\$ 116,477.06	643,672
8/15/2025		2.671%	49,667	8,571	58,238.53		594,005
2/15/2026	215		50,331	7,908	58,238.53	\$ 116,477.06	543,674
8/15/2026		2.671%	51,003	7,236	58,238.53		492,671
2/15/2027	215		51,684	6,555	58,238.53	\$ 116,477.06	440,987
8/15/2027		2.671%	52,374	5,864	58,238.53		388,613
2/15/2028	215		53,074	5,165	58,238.53	\$ 116,477.06	335,539
8/15/2028		2.671%	53,782	4,456	58,238.53		281,757
2/15/2029	215		54,501	3,738	58,238.53	\$ 116,477.06	227,256
8/15/2029		2.671%	55,229	3,010	58,238.53		172,028
2/15/2030	215		55,966	2,272	58,238.53	\$ 116,477.06	116,061
8/15/2030		2.671%	56,714	1,525	58,238.53		59,348
2/15/2031	215		57,471	768	58,238.53	\$ 58,238.53	1,877
			\$ 1,015,000	\$ 149,771	\$ 1,164,771	\$ 1,164,771	

For a partnership with ETEX Comm to bring Fiber Optics Internet Service from Jacksonville to Palestine

Original Issue-02/16/2024

2,030,000

DEBT SERVICE

City of Palestine, Texas

RAIL INFRASTRUCTURE DEVELOPMENT LOAN

Due Date	Fund	Interest Rate	Principal	Interest	Semi-Annual Debt Service	Fiscal Annual Debt Service	Principal Balance
7/16/2024		7.100%	82,233	60,455	142,687.46	\$ 142,687.46	\$ 1,947,767
1/16/2025	215		73,542	69,146	142,687.46	\$ 285,374.92	1,874,225
7/16/2025		7.100%	76,152	66,535	142,687.46		1,798,073
1/16/2026	215		78,856	63,832	142,687.46	\$ 285,374.92	1,719,217
7/16/2026		7.100%	81,655	61,032	142,687.46		1,637,562
1/16/2027	215		84,554	58,133	142,687.46	\$ 285,374.92	1,553,008
7/16/2027		7.100%	87,556	55,132	142,687.46		1,465,452
1/16/2028	215		90,664	52,024	142,687.46	\$ 285,374.92	1,374,788
7/16/2028		7.100%	93,882	48,805	142,687.46		1,280,906
1/16/2029	215		97,215	45,472	142,687.46	\$ 285,374.92	1,183,690
7/16/2029		7.100%	100,666	42,021	142,687.46		1,083,024
1/16/2030	215		104,240	38,447	142,687.46	\$ 285,374.92	978,784
7/16/2030		7.100%	107,941	34,747	142,687.46		870,843
1/16/2031	215		111,773	30,915	142,687.46	\$ 285,374.92	759,071
7/16/2031		7.100%	115,740	26,947	142,687.46		643,330
1/16/2032	215		119,849	22,838	142,687.46	\$ 285,374.92	523,481
7/16/2032		7.100%	124,104	18,584	142,687.46		399,377
1/16/2033	215		128,510	14,178	142,687.46	\$ 285,374.92	270,867
7/16/2033		7.100%	133,072	9,616	142,687.46		137,796
1/16/2034	215		137,796	4,892	142,687.46	\$ 142,687.46	0
			\$ 2,030,000	\$ 823,749	\$ 2,853,749	\$ 2,853,749	

For a partnership with TSRA to develop rail infrastructure for economic development



The financial report for the Palestine Economic Development Corporation (PEDC) for the fiscal year 2024-2025, ending March 31, 2025, highlights the following key points:

Revenue

- **Total Revenue Budget:** \$1,860,119.00 (unchanged from the original budget).
- **Fiscal Activity:** \$1,041,459.79 (55.99% of the budget used).
- **Key Revenue Sources:**
 - PEDC Sales Tax: \$733,107.90 collected (55.33% of budget).
 - Interest Revenue: \$66,766.72 collected (102.72% of budget, exceeding expectations).
 - Rent and other revenue streams underperformed, with several showing no activity.

Expenses

- **Total Expense Budget:** \$2,211,877.87 (unchanged from the original budget).
- **Fiscal Activity:** \$693,893.70 (31.37% of the budget used).
- **Major Expense Categories:**
 - Salaries and Wages: \$79,889.86 spent (45.51% of budget).
 - Marketing Services: \$27,994.88 spent (37.33% of budget).
 - Building Improvement Grant Program: \$97,924.37 spent (39.17% of budget).
 - Some categories, such as Project Support Grants and Community Development Grants, showed minimal or no spending.

Surplus/Deficit

- The PEDC reported a **deficit** of \$351,758.87 in both the original and current budgets.
- However, fiscal activity shows a **surplus** of \$347,566.09 due to lower-than-budgeted expenses and underutilized grants.

Key Observations

1. Revenue collection is lagging in some areas (e.g., PEDC Sales Tax and Rent), while interest revenue exceeded expectations.

2. Expenses are significantly under budget across most categories (only 31.37% of the total expense budget used), contributing to a positive fiscal balance despite the planned deficit.
3. Several grant programs and operational expense categories remain underutilized.

This financial performance suggests cautious spending and revenue challenges in key areas like sales tax collection and rental income.

*
**



Agenda Date: 04/11/2025
To: Palestine Economic Development Corporation
From: Melissa Temple, EDC Administrative Assistant
Agenda Item: Presentation Regarding Downtown Grant Application And Performance Agreement/
Roderick Riley

SUMMARY:

Presentation by Roderick Riley regarding a Downtown Grant Application and Performance Agreement with Entertain 903 LLC for the property located at 201 W. Oak Street.

RECOMMENDED ACTION:

No action is required.

Attachments

Entertain 903 LLC Downtown Grant Application
Entertain 903 LLC Downtown Grant Performance Agreement

**APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM**

1. Applicant/Applicants name(s): Roderick Riley
2. Type of grant(s) being requested:
☒ First Time Applicant
☐ Recurring Applicant
3. Applicants contact Information.
a. Phone [REDACTED]
b. Fax [REDACTED]
c. Email [REDACTED]
4. Physical address of property for which grant is being requested. 201 W Oak, Palestine, TX 75801
5. Is the property in the Palestine Main Street Overlay District? ☒ Yes ☐ No
(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
6. Is the property in the Palestine Historic Overlay District? ☒ Yes ☐ No
(Historic district overlays can be found on the map at <https://downtowntx.org/palestine-texas>)
7. What is the Zoning for the property? ☒ CBD ☐ MUN ☐ RC ☐ I
(Zoning information can be found at cityofpalestinetx.com)
8. Is the property in the National Register's Palestine New Town Commercial Historic District? ☐ Yes ☒ No
(Historic District information can be found at <https://atlas.thc.texas.gov/NR/pdfs/100007058/100007058.pdf>)
9. Is it a Contributing property? ☐ Yes ☒ No (Map on page 86^)
10. Is the property individually listed on the National Register of Historic Places? ☐ Yes ☒ No
11. Is the property a designated Palestine Historical Landmark? ☐ Yes ☒ No
12. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
☒ Yes ☐ No
13. Current occupancy type vacant Occupancy type upon project completion
14. Please provide the total square footage of the property: 8000 sq ft
15. Is this a mixed-use (commercial & residential) property?
☐ Yes ☒ No

If so, please provide a breakdown of the square footage of the property based on current use:

Commercial: _____ sq ft

Residential: _____ sq ft

16. No. of Stories: 3
17. Business name, if applicable _____
18. Mailing address 201 E. Reagan Palestine, TX 75801

19. This business is a

☒ Sole proprietorship

☐ Partnership

☐ Corporation

☐ Other _____

Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter,
etc....

20. Please provide a brief description of business activity.

Entertain 903 LLC is a single owner real estate investment company.

Building will be used as an event center.

21. Is this property owned or leased by Applicant?

☒ Owned, please provide proof of ownership.

☐ Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email _____

22. Date business established in Palestine, TX, if applicable _____

23. Number of employees, if applicable _____ Number of new employees, if applicable _____

24. Please provide a description of the proposed project:

This application is for installing an external electrical disconnect to Oncor as per city code.

25. Proposed scope of work (Check all that apply):

Façade/Exterior Walls:

☐ TOTAL/MAJOR RESTORATION or ☐ PARTIAL RESTORATION OR MAINTENANCE

Including: ☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☐ Awning
☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint*
☐ Other _____

Critical Building Components:

☒ REPLACEMENT OR MAJOR REPAIR or ☐ MINOR REPAIR OR MAINTENANCE

Including: ☐ Foundation ☐ Exterior Wall System ☐ Roof
☐ Plumbing ☐ Gas System ☒ Electrical ☐ Air Conditioning/Heat
☐ Other _____

Other Building Components:

☐ NEW INSTALLATION or ☐ MAJOR REPAIR OR REPLACEMENT

Including: ☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure
☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs
☐ Interior Painting
☐ Other _____

Business/Property Signage:

☐ NEW SIGN/SIGNAGE PACKAGE or ☐ RESTORATION OF A HISTORIC SIGN

Texas Accessibility Standards (TAS) Upgrades:

- ☐ Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or modification to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.
- ☐ Provision of Communication and Signage that conveys information or instructions that is accessible and usable by people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with specified visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.
- ☐ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens, kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining surfaces, work surfaces, storage, etc.
- ☐ Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the use of electronic devices or systems to access information or services. Examples of technology and digital accessibility include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines, two-way communication systems, etc.
- ☐ Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground space, reach ranges, operable parts, seats, etc.

26. Amount of grant funds requested \$2,625

(Total possible funding per grant application is \$75,000 maximum)

27. Total projected cost of project \$3,500

28. Estimated start date of project March 14, 2025

29. Estimated completion date of project March 21, 2025

30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2) licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed and bonded contractor may be considered as a substitute for one of the required estimates.

31. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications, and other material to describe your project

32. Please attach photos of existing conditions.

33. Please provide any additional information you believe to be important concerning this grant application.

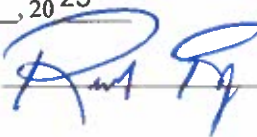
34. I (we) the undersigned do hereby acknowledge, certify, and agree:

- A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.
- B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.
- C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.
- D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council.
- E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.
- F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
- G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.
- H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 8 day of March, 2025

Applicant Roderick Riley

Applicant



[TO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provided with this application and the research documented above, at a minimum the project will require the following from Development Services:

- ☐ No further municipal approvals
- ☐ Pre-Development Meeting - Recommended Date Scheduled _____
- ☐ Certificate of Appropriateness from HLC Date Received _____
- ☐ Historic Landmark Commission (HLC) Hearing Date Scheduled _____
- ☐ Sign Permit Application
- ☐ Main Street Advisory Board Review Date Scheduled _____
- ☒ Specific Use Permit Application
- ☐ Zoning Change Application
- ☒ Planning & Zoning Commission Hearing Date Scheduled May 1, 2025
- ☒ City Council Meeting to Approve Specific Use Permit Date Scheduled May 12, 2025
- ☐ Procedure for Commercial New Construction and Additions with Building Permit
(Refer to checklist from Development Services for complete list of documents required)
- ☒ Procedure for Commercial Remodels and Repairs with Building Permit electrical
(Refer to checklist from Development Services for complete list of documents required)
- ☒ Multi-Trade Subcontractor Permit Application (electrical, plumbing, mechanical)
- ☐ Water and Sewer Tap Application
- ☐ Health Department Plan Review and Inspection
- ☒ Fire Inspection
- ☐ Public Works & Utilities Inspection
- ☒ Building Inspection
- ☐ Clean and Show Application
- ☒ Certificate of Occupancy Application

Approval of HPO or Interim Director of Development Services:

Susan Davis Date: 3/21/2025

Approval of Mainstreet District Coordinator:

N/A Date: _____

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!



201 west oak st service bid



Collin bristow

March 8



To: Me ✓

Hello we have looked at the job and determined the following.

The electrical service is disconnected currently from power as well as being not up to modern code.

We will correct this by install a new 200a service as well as a 200a means of disconnect outside along with 2 ground rods.

We will also demo out the old service to a point of non interference with the new service.

The price for this current project is \$3,500 this covers all mentioned services and work above as well as permitting and warranty per city ordinance.

Mark Henderson Electric, Inc.
4334 Hwy. 19 South
Palestine, Texas 75801
TECL# 17621
Phone: (903) 729-5655
Fax: (903) 727-0391

Thursday March 13, 2025

Rod Riley

Ref: 201 W. Oak - Palestine

Rod,

As per our site visit and discussion, we propose the following:

- Furnish and install 1- 320amp 3 phase overhead meter base. Build new overhead service riser with 400amp 3 phase raintight fusible disconnect on exterior of building with 30amp fuses to replace obsolete service.
- Furnish material and labor to refeed interior disconnect and panels.

Estimated material and labor	\$ 8,994.99
Tax	\$ 742.09
Estimated permit	\$ 160.00
<hr/>	
Total	\$ 9,897.08

Price good for 14 days.

Respectfully submitted,

Mark Henderson

Accepted by: _____ Date: _____

Regulated by the Texas Dept. of Licensing and Regulation, P.O. Box 12157 Austin, Texas 78711, 1-800-903-9202; Website: www.tdlr.texas.gov

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Entertain 903 LLC, the single member real estate investment company ("APPLICANT"), whose current address is 201 E. Reagan Street, Palestine, TX 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, according to the GRANT PROGRAM approved by the City and in accordance with Texas Local Government Code Section 505.158, the PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council;

WHEREAS, the APPLICANT submitted its Application dated March 8, 2025 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Three Thousand Five Hundred Dollars and No Cents (\$3,500.00)** for the purpose of installing an external electrical disconnect at the property located at 201 West Oak Street Palestine, Texas 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC has approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Two Thousand Six Hundred Twenty-Five Dollars and No Cents (\$2,625.00) ("GRANT")**.

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

1. APPLICANT'S OBLIGATIONS

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

1.2. APPLICANT accepts such grant subject to PEDC approval.

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

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before January 11, 2026.

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

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

2. FUNDING

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

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

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

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

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

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

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

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

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

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

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

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

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

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

rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

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

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

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

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

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

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

3.14. If the business property, that being 201 W. Oak Street, Palestine, Texas 75801, is sold, utilized, or conveyed for a purpose not originally intended by the GRANT APPLICATION within one (1) year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

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

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT.

5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

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

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the PEDC the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one (1) year from the date that the PEDC board of directors makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):
Entertain 903 LLC

By _____ Date _____
Roderick Riley, Managing Member

For the PEDC:
Palestine Economic Development Corporation

By _____ Date _____
Dan Bochsler, Board President



Agenda Date: 04/11/2025
To: Palestine Economic Development Corporation
From: Melissa Temple, EDC Administrative Assistant
Agenda Item: Continue Support For Express Pros Training

SUMMARY:

Discussion and possible action regarding PEDC support for Express Pros Training's Management Essentials Program.

RECOMMENDED ACTION:

Staff recommends the board deliberate the continued support for Express Pros Training's Management Essentials Program.

Attachments

Express Pros Training's Management Essentials Program Executive Summary

Management Essentials

Palestine, Texas

This report outlines the results and impact of the Management Essentials training provided to community members of Palestine, made possible through the generous scholarships provided by the City of Palestine EDC. Our objective is to demonstrate the value and effectiveness of this initiative to encourage continued support for this empowering program.

Number of Participants: 6

Training Duration: September 2024 - February 2025

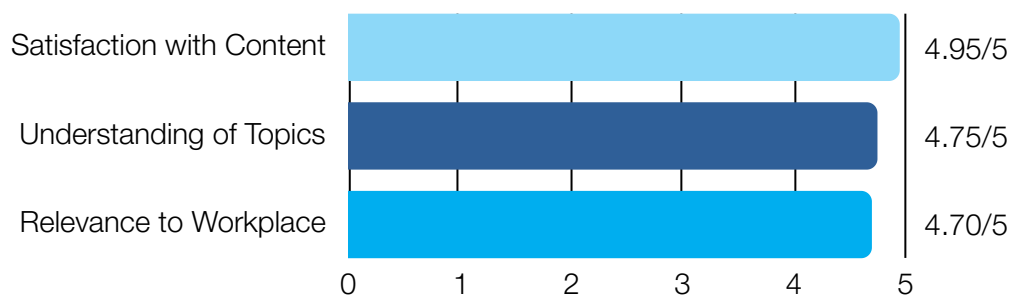
Topics Covered:

- Making the Transition
- Self-Awareness
- Feedback
- Courageous Conversations
- Employee Engagement
- The Coaching Manager

Training Impact and Feedback

Participants completed a comprehensive questionnaire, the Training Impact Survey, designed to assess the impact of the training on their leadership skills and workplace effectiveness. The survey results are overwhelmingly positive, underscoring the significant benefits of the training.

Overall Survey Score: 4.80/5.00



Participant Feedback Highlights:

Feedback from participants emphasized increased confidence in leadership abilities and a deeper understanding of effective management practices. Participants reported a significant boost in confidence and practical skills, with one noting, *"I have already started applying what I have learned in my workplace."* Others highlighted personal growth, as captured in comments like, *"I have learned a lot about myself personally and my supervisor."*

These testimonials underscore the immediate applicability and the deep personal impact of the training, demonstrating its effectiveness in enhancing both professional and personal competencies.



Management Essentials

Athens, Texas

This report outlines the results and impact of the Management Essentials training provided to community members of Athens, made possible through the generous scholarships provided by the City of Athens EDC. Our objective is to demonstrate the value and effectiveness of this initiative to encourage continued support for this empowering program.

Number of Participants: 6

Training Duration: July 2024 - December 2024

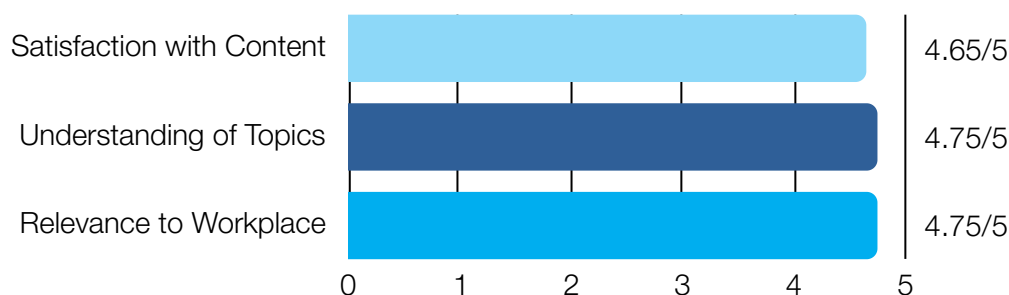
Topics Covered:

- Making the Transition
- Self-Awareness
- Feedback
- Courageous Conversations
- Employee Engagement
- The Coaching Manager

Training Impact and Feedback

Participants completed a comprehensive questionnaire, the Training Impact Survey, designed to assess the impact of the training on their leadership skills and workplace effectiveness. The survey results are overwhelmingly positive, underscoring the significant benefits of the training.

Overall Survey Score: 4.72/5.00



Participant Feedback Highlights:

Feedback from participants emphasized increased confidence in leadership abilities and a deeper understanding of effective management practices. Many noted the immediate application of the skills they acquired, with one participant sharing, *"I use the skills I learned in this workshop daily."* Others expressed significant personal and professional growth, as evidenced by comments like, *"The material covered really helped me grow as an employee and as I transitioned into leadership I felt more competent."*

These testimonials underscore the immediate applicability and the deep personal impact of the training, demonstrating its effectiveness in enhancing both professional and personal competencies.





Agenda Date: 04/11/2025
To: Palestine Economic Development Corporation
From: Melissa Temple, EDC Administrative Assistant
Agenda Item: Downtown Grant Performances Agreement With Bill Byers

SUMMARY:

Discussion and possible action regarding the Downtown Grant Performance Agreement with Bill Byers.

RECOMMENDED ACTION:

Staff recommends the board approve the final payment to Bill Byers for work completed under their Grant Performance Agreement.

Attachments

Finished Photos
Paid Invoice





Carroll Plumbing

Bill Byers
404 N Magnolia St
Palestine, TX 75801

(817) 983-6527
bill.byers@yahoo.com

INVOICE	#14741
PAYMENT TERMS	Upon receipt
DUE DATE	Mar 23, 2025
AMOUNT DUE	\$0.00

SERVICE ADDRESS

104 West Crawford Street
Palestine, TX 75801

CONTACT US

414 E Spring St
Palestine, TX 75801

(903) 724-3282
office@carrollplumbingtx.com

INVOICE

Services	qty	unit price	amount
New drain/sewer	1.0	\$24,568.00	\$24,568.00
Tunnel underneath building up to 100 feet (pricing based on 100' but will be adjusted up or down upon actual footage once complete) Route all existing drains to new tap provided by City of Palestine coordinated by owner			

Subtotal \$24,568.00

Total Tax \$0.00

Sales Tax (8.25%) \$0.00

Job Total \$24,568.00

Amount Due \$0.00

Payment History

Mar 14	Fri 11:03am	Check	\$24,568.00
Mar 14	Fri 11:04am	Check Refund	(\$24,568.00)
Mar 14	Fri 11:04am	Check	\$8,000.00
Mar 23	Sun 10:04am	Check	\$16,568.00
			\$24,568.00

Thank you for allowing us to serve you today!

Did we exceed your expectations? If for any reason you are not happy please call us and we will make it right.

Please take a moment of your time to write a positive online review, it means the world to us

See our [Terms & Conditions](#)



Agenda Date: 04/11/2025
To: Palestine Economic Development Corporation
From: Melissa Temple, EDC Administrative Assistant
Agenda Item: Downtown Grant Performance Agreement with A. Hugh Summers

SUMMARY:

Discussion and possible action regarding the Downtown Grant Performance Agreement with A. Hugh Summers.

RECOMMENDED ACTION:

Staff recommends the board approve the final payment to A. Hugh Summers for work completed under their Grant Performance Agreement.

Attachments

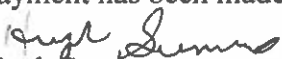
Paid Invoice/ Finished Photos

Hugh Summers
111 W Spring St.
Palestine, Tx 75801

PEDC
City of Palestine, TX

In Rey: PEDC grant

This is to inform you that the project for 306 N Sycamore St, Palestine, TX or installing 3
Acs/Heaters has been finished according to the application, grant approva, grant program and full
payment has been made and copies of the recceipt and photos are attached.


Hugh Summers

Ranger ★ Air & Heat Company

3890 Hwy. 19 South, Palestine, TX 75801

(903) 729-5634
Remit To: Box 1573, Palestine, TX 75802
TACL8005970C

Serving Anderson and surrounding counties since 1988

hughpics@gmail.com

SERVICE INVOICE

49589

160	<input type="checkbox"/> QUOTED	<input type="checkbox"/> WARRANTY	EMAIL	WORK ORDER NO.	CUSTOMER P.O. NO.	DATE <i>2-11-2025</i>
<i>Hugh Summers</i> <i>P.O. Box 1399</i> <i>Palestine, TX 75802</i>				<i>905-124-5810</i> <i>Antique Shop</i> <i>306 N. Syracuse</i>		

SPECIAL INFORMATION

PROBLEM: *Lennox - (3) - LRP146E36-90EP - Serial# 624615920:164262491*

UNIT SERIAL	MODEL NO.	REPAIR NO.	UNIT NAME	MODEL NO.	REPAIR NO.
<i>Lennox</i>	<i>LRP146E36-90EP</i>	<i>11024110389</i>			

DESCRIPTION OF WORK DONE

CHARGE THE REFRIGERANT	<input type="checkbox"/>	REPAIR CONTROLS	<input type="checkbox"/>	APRIL TESTS	<input type="checkbox"/>	EVAPORATOR COIL CLEAN	<input type="checkbox"/>	CONDENSER CLEAN	<input type="checkbox"/>	INSPECT BELTS & PULLEYS	<input type="checkbox"/>	LUBRICATE ALL BEARINGS	<input type="checkbox"/>	INSPECT DISCONNECT	<input type="checkbox"/>
RETURN TEMP		SUPPLY TEMP		SUCTON TEMP		LIQUID LINE TEMP		SUCTION		DISCHARGE		SUPERHEAT		SUBCOOLING	
COMPRESSOR MODEL		COMP. SERIAL		AMP DRAIN		VOLTAGE		COND. MOTOR AMP DRAIN		EVAP. MOTOR AMP DRAIN		OUTDOOR TEMP		COND. OUT AIR TEMP	

OTHER

Installed (2) 3 ton Lennox package units & (1) 5 ton Lennox package unit as per bid

WARRANTY
OWNER PLEASE NOTE
 The below charges cover the specific repair job only. We guarantee all labor and parts installed by us for one year after date of repair, or in accordance with the manufacturer's specific warranty. We do not guarantee or assume to guarantee other parts in your unit.
 Any discrepancy on repairs must be reported to us within 7 days after date of repair.

ACTION REQUIRED

QUANTITY	MATL CODE	REPAIR DESCRIPTION	UNIT SELL	TOTAL SELL
1		5-ton Lennox package unit		
2		3-ton Lennox package units		
		materials as per order		
<i>pd 2/26/25 - Check # 808</i>				

I HAVE AUTHORITY TO ORDER THE WORK, WHICH HAS BEEN SATISFACTORILY PERFORMED, AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL THAT MAY BE FURNISHED UNTIL FINAL PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

A Finance Charge of 11% per month which is an Annual Percentage Rate of 13% applied to your previous balance after deducting payments and credits since last statement closing date. Finance charges are calculated on balances over 30 days past due. In the event an attorney is retained to bring suit for collection of any sums due, I agree to pay costs of collection and reasonable attorney fees.

CUSTOMER'S SIGNATURE

X

DATE REG. O.T. HPR TECHNICIAN

					<i>Victor</i>
					<i>George</i>
					<i>Shirley</i>

DIAGNOSTIC

REG HRS
 OT HRS
 HPR HRS

SPECIAL TOOL RENTAL

TOTAL CHARGES

AMOUNT PAID

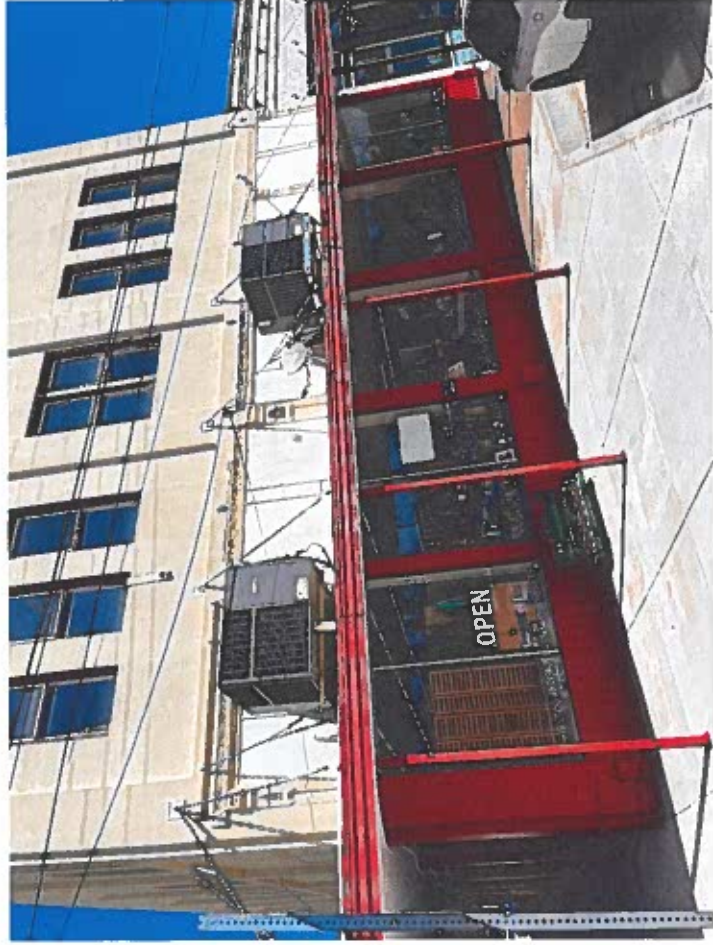
2500.00

NOTICE: Under the Mechanics Lien Law, any contractor, sub-contractor, laborer, supplier or other person who helps to improve your property but is not paid for the work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the sub-contractor, laborer, or supplier remains unpaid.

THIS IS YOUR INVOICE — PLEASE PAY TECHNICIAN

CASH ☐ CHECK ☐ CREDIT CARD ☐ COO ☐

306 N Sycamore S side
Hugh Sammers Building 3/10/25



306 N Sycamore 9/10/25 N Side
Hugh Summers Building



306 N Sycamore 3/10/25 N Side
Hugh Summers Building



306 N Syracuse W side
Hugh Summers Building 3/10/25



3/10/25
306 N Syracuse
SE AL drain



Agenda Date: 04/11/2025

To: Palestine Economic Development Corporation

From: Melissa Temple, EDC Administrative Assistant

Agenda Item: Downtown Grant Performance Agreement for Palestine Community Theater, Inc.

SUMMARY:

Discussion and possible action regarding the Downtown Grant Performance Agreement with Palestine Community Theater, Inc.

RECOMMENDED ACTION:

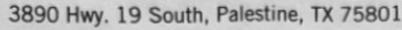
Staff recommends the board approve the final payment to Palestine Community Theater, Inc.

Attachments

Finished Photos

Paid Invoice





Serving Anderson and surrounding counties since 1986

48129

THIS IS YOUR INVOICE — PLEASE PAY TECHNICIAN

CASH <input type="checkbox"/>	CHECK <input type="checkbox"/>	CREDIT CARD <input type="checkbox"/>	COD <input type="checkbox"/>
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Agenda Date: 04/11/2025
To: Palestine Economic Development Corporation
From: Melissa Temple, EDC Administrative Assistant
Agenda Item: Performance Agreement with Pearl Gymnastics Center, LLC

SUMMARY:

Discussion and possible action regarding the Pearl Gymnastic Center, LLC Performance Agreement.

RECOMMENDED ACTION:

Staff recommends the board approve the performance agreement for Pearl Gymnastics Center, LLC.

Attachments

Pearl Gymnastics Center LLC Performance Agreement

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

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

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

ARTICLE 1 Project

- 1.01 Project Property.** Pearl Gymnastics shall construct, maintain, and operate a gymnastics studio within the limits of the City, at 201 Salt Works Road, Palestine, Texas 75801, defined and depicted more specifically by metes and bounds in **Exhibit C** (the "**Property**").
- 1.02 Project Purpose.** The land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements contemplated for and made a part of the Project are intended (i) to promote new or expanded business development in the City; and (ii) required or suitable for use for professional and amateur sports, including children's sports, and athletic purposes.

ARTICLE II Authorization and Findings

- 2.01 Recitals.** The foregoing Recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, representations, consideration, and promises that bind the Parties.
- 2.02 Performance Agreement.** The PEDC and Pearl Gymnastics enter into this Agreement so that the PEDC may provide a direct incentive to Pearl Gymnastics under the Project. In accordance with Section 501.158, Local Government Code, this Agreement contains a schedule of additional jobs to be created or retained through the Project, a description of the capital investment to be made by Pearl Gymnastics as consideration for any direct incentives provided by the PEDC, and the terms under which repayment must be made if Pearl Gymnastics does not meet the performance requirements set forth in this Agreement.
- 2.03 New or Expanded Business Development.** Pursuant to Section 505.158, Local Government Code, the PEDC declared this Project to include land, buildings, equipment,

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

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

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

ARTICLE III

Definitions

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

- (a) The "**Board**," also known as the PEDC's "**Board of Directors**," is the governing body of the PEDC, appointed by the City Council, to exercise all such powers of the PEDC and to do all lawful acts and things allowable and not otherwise prohibited by law, the City's Home Rule Charter or Code of Ordinances, or the PEDC's Articles of Incorporation, Certificate of Formation, or Bylaws, as those all may be amended from time-to-time.
- (b) "**Capital Investment**" shall mean the Four Hundred Twenty Thousand Dollars and No Cents (\$420,000.00) capital investment Pearl Gymnastics shall make in consideration of the economic development incentives provided by the PEDC pursuant to this Agreement. Such capital investment shall consist of approximately Three Hundred Forty-Five Thousand Dollars and No Cents (\$345,000.00) in real estate property improvements and an investment of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) in personal property.
- (c) "**Cash Incentive**" is that payment of Fifteen Thousand Dollars and No Cents (\$15,000.00), that the PEDC shall pay directly to Pearl Gymnastics as a cash incentive payment in consideration for Pearl Gymnastics' representations, promises, and covenants in this Agreement, to assist with the installation costs of an HVAC system on the Property.
- (d) The "**Cure Period**" is that period during which, upon receipt of written notice of default, the defaulting Party must correct and cure its failure to perform under this

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

- (e) A **“Default”** is a material breach of this Agreement – that allows for the termination of this Agreement – that occurs if Pearl Gymnastics (i) fails to comply with any one or all of the terms of this Agreement or, (ii) if any representation by Pearl Gymnastics in this Agreement is found to be false or misleading in any respect.
- (f) The **“Effective Date”** of this Agreement as used herein shall mean the date on which this Agreement is last executed by Pearl Gymnastics or the PEDC.
- (g) An **“Event of Bankruptcy or Insolvency”** means the dissolution or termination of Pearl Gymnastics’ existence as an ongoing business, insolvency, the appointment of a receiver for any of Pearl Gymnastics’ property or inventory and such appointment is not terminated within ninety (90) days after such appointment is initially made.
- (h) A **“PTE”** is a part-time employee, which means any individual who works at least sixteen (16) hours a week or, if applicable, eight hundred thirty-two (832) hours per year as a part-time worker for Pearl Gymnastics.
- (i) **“Incentives”** are those exclusive economic development benefits received by Pearl Gymnastics, from the PEDC, as provided for in this Agreement, in consideration for the representations, promises, and covenants of Pearl Gymnastics.
- (j) The **“Period of Performance”** is the period of time during which Pearl Gymnastics shall establish and maintain ongoing and uninterrupted business operations at the Properties for a period of at least six (6) years, beginning upon the Pearl Gymnastics’ acquisition of a certificate of occupancy for the Property and in no case later than August 1, 2025.
- (k) **“Project”** means certain economic development incentives, those being direct cash incentives consisting of the expenditure and rebate of sales tax funds, in exchange for Pearl Gymnastics’ creation of four (4) part-time jobs, a capital investment of approximately \$420,000 within the boundaries of the City of Palestine in Anderson County, Texas, and all other responsibilities of Pearl Gymnastics as contained in this Agreement, including those specifically appearing herein Article IV.

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

ARTICLE IV

Pearl Gymnastics’ Obligations

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

- (a) ***Purchase of the Property.*** Pearl Gymnastics agrees that it shall purchase, and closing shall occur on the Property, on or before July 31, 2025.
- (b) ***Ongoing and Uninterrupted Business Operations.*** Pearl Gymnastics shall maintain ongoing and uninterrupted business operations at the Properties for a period of at least six (6) years, beginning upon the acquisition of a certificate of occupancy for the Property by Pearl Gymnastics for the gymnastics studio (**the “Period of Performance”**). Operations at the gymnastics studio shall begin no later than August 1, 2025.
- (c) ***Capital Investment.*** Pearl Gymnastics shall make a capital investment of Four Hundred Twenty Thousand Dollars and No Cents (\$420,000.00), with such capital investment consisting of Three Hundred Forty-Five Thousand Dollars and No Cents (\$345,000.00) in real property improvements and an investment of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) in personal property (**Pearl Gymnastics “Capital Investment”**). At the PEDC’s request, Pearl Gymnastics shall provide tax records which may include but is not limited to, tax returns, receipts, cancelled checks, and bank statements, evidencing that Pearl Gymnastics has expended not less than Three Hundred Forty-Five Thousand Dollars and No Cents (\$345,000.00) in real estate property improvements and not less than Seventy-Five Thousand Dollars and No Cents (\$75,000.00) in personal property improvements on or at the Property, with such improvements being in conformity with the City’s Home Rule Charter and Code of Ordinances.
- (d) ***Jobs to be Created.*** On or before August 1, 2028, Pearl Gymnastics shall employ at least four (4) Part-Time Employees (**“PTEs”**) with a gross annual payroll of approximately Seventy Two Thousand Eight Hundred Dollars and No Cents (\$72,800.00) in accordance with the schedule below. On or before December 15 of each year of Project operations during the Period of Performance, Pearl Gymnastics shall provide verification of employment for each PTE employed by Pearl Gymnastics and engaged in Project operations during the immediately preceding year using the “Employment Verification Form” attached and incorporated hereto as **Exhibit D**.
 - (i) **Year One.** Within the first year of Project operations, Pearl Gymnastics shall employ a minimum of two (2) PTEs.
 - (ii) **Year Three.** In the third year of Project operations, Pearl Gymnastics shall employ a minimum of four (4) PTEs.

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

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

ARTICLE V

Direct Incentives and Expenditures

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

ARTICLE VI

Term

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

ARTICLE VII

Events of Default; Termination

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

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

7.03 Termination.

- (a) **Default.** In the event Pearl Gymnastics defaults on or causes a default of this Agreement, this Agreement may then be terminated by the PEDC.
- (b) **Ad Valorem Taxes.** In the event Pearl Gymnastics allows the *ad valorem* taxes on the Properties to become delinquent and fails to cure within the Cure Period, this Agreement may then be terminated by the PEDC.
- (c) **Discontinuation of Operations.** In the event the Property is purchased and Pearl Gymnastics discontinues the operation of the gymnastics studio for any reason other than a force majeure event, as defined in this Agreement, for a period of more than one (1) year during the Period of Performance, then this Agreement shall terminate.
- (d) **Bankruptcy or Insolvency.** Pearl Gymnastics shall be deemed in default under this Agreement, which shall be deemed a breach hereunder, if LS Tractor experiences an Event of Bankruptcy or Insolvency. In any bankruptcy proceeding resulting from an Event of Bankruptcy or Insolvency, Pearl Gymnastics agrees to identify, on all bankruptcy schedules, the PEDC as a secured creditor of Pearl Gymnastics to the greatest extent allowed by law.

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

**ARTICLE VIII
Indemnification**

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

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

ARTICLE IX

Access to Information

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

ARTICLE X

Miscellaneous Provisions

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

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

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

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

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

- 10.06 Amendment.** Except as otherwise provided in this Agreement, this Agreement shall be subject to changes, amendments, or modifications only in writing with the signatures and mutual consent of all Parties hereto.
- 10.07 Beneficiaries.** This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party. Nothing in this Agreement shall be construed to establish any third-party beneficiaries.
- 10.08 Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “**Force Majeure**,” as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, if any, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the control or the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.
- 10.09 Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) delivering the same in person to such party; or (iii) utilizing an overnight or messenger delivery service that retains regular records of delivery and receipt. The initial addresses of the parties for the purpose of notice under this Agreement are as follows:

If to the PEDC:

Palestine Economic Development Corporation
Attn: President
100 Willow Creek Parkway, Ste. A
Palestine, Texas 75801

With a copy to:

Randle Law Office Ltd., L.L.P.
Attn: Heather N. Cook
820 Gessner Road

Suite 1570
Houston, Texas 77024

If to Pearl Gymnastics:

Pearl Gymnastics Center , LLC
Attn: Fletcher Crimbring, Managing Member
2364 Anderson County Road 404
Palestine, TX 75803

- 10.10 Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any Party.
- 10.11 Applicable Law.** This Agreement and any amendment thereto shall be performable and enforceable in Anderson County, Texas, and shall be construed in accordance with the laws of the State of Texas. Nothing in this Agreement shall constitute a waiver by the PEDC of its governmental or sovereign immunity, to the extent applicable, nor shall the PEDC's enforcement of any legal right or assertion of any affirmative defense arising out of this Agreement constitute a waiver of the PEDC's governmental or sovereign immunity, to the extent applicable. Nothing in this Agreement shall be construed at the PEDC's express or implied consent to being sued, to the extent said consent is required by law.
- 10.12 Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.
- 10.14 No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a joint venture or any other joint partnership between the Parties.

[EXHIBIT INDEX]

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

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

PEDC:

PALESTINE ECONOMIC DEVELOPMENT CORPORATION

By: _____
DAN BOCHSLER, President

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

ATTEST:

By: _____
Charles Drane, PEDC Secretary

STATE OF TEXAS

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§
§

ANDERSON COUNTY

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

NOTARY PUBLIC, State of Texas

PEARL GYMNASTICS:

PEARL GYMNASTICS CENTER, LLC

By: _____
Fletcher Crimbring, Managing Member

Date of Execution by PEARL GYMNASTICS CENTER,
LLC:

_____, 2025

STATE OF TEXAS

§

§

ANDERSON COUNTY

§

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

NOTARY PUBLIC, State of Texas



Agenda Date: 04/11/2025
To: Palestine Economic Development Corporation
From: Melissa Temple, EDC Administrative Assistant
Agenda Item: Future use of 200 Vista Ridge

SUMMARY:

Discussion and possible action regarding the future use of 200 Vista Ridge.

RECOMMENDED ACTION:

Staff recommends the board deliberate on the future of 200 Vista Ridge.
