

Patty Smith, Chair
Daniel Hennessee, Board Member
Michael Nichols, Board Member
Cristy Buckner, Board Member
Edward Mondich, Board Member
Kasey Crutcher, Board Member

Cassie Ham,
Tourism Marketing Manager



TOURISM ADVISORY BOARD ADDENDUM

April 22, 2025

4:00 PM

City Hall Conference Room

504 N. Queen Street

Palestine, TX

E. MANAGER'S REPORT

1. Review the January and February 2025 Tourism Monthly Reports

F. APPROVAL OF MINUTES

1. Consider approval of minutes from the January 28, 2025, meeting.

G. DISCUSSION AND ACTION ITEMS

2. Discussion and possible authorization to research additional grant opportunities for HOT Funds.
3. Discussion and possible action regarding the current Hotel Occupancy Tax Grant Program.
4. Discussion and possible action regarding the Mural Arts Program for the City of Palestine.

I certify that the above Notice of Meeting was posted on the outdoor bulletin board at the main entrance to City Hall, 504 N. Queen Street, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Saturday, April 19, 2025, at 2:00 p.m.**

A handwritten signature in blue ink that reads "April Jackson". The signature is written in a cursive style and is positioned above the printed name of the City Secretary.

April Jackson, City Secretary

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



Agenda Date: 04/22/2025
To: Tourism Advisory Board
From: April Jackson, City Secretary
Agenda Item: Tourism Monthly Reports for January & February 2025
Date Submitted: 03/21/2025

SUMMARY:

Review the Tourism monthly reports for January and February 2025.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

January 2025 Tourism Report
February 2025 Tourism Report



TOURISM REPORT – JANUARY 2025

Hotel Occupancy Income Tax Collected/STR Reporting

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

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

Accomplishments, Activities & Successes

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

Marketing:

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

Main Street

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

Visitor Center:

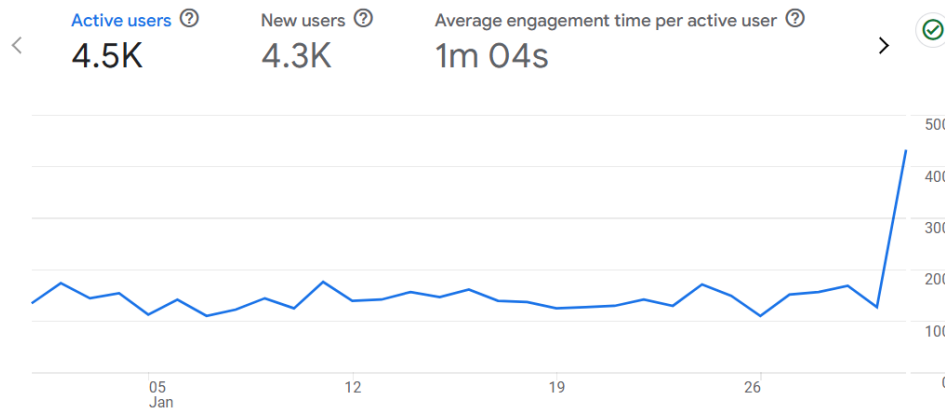
- At least 125 contacts in the Visitor Center during the month of January 2025. Our top day for visitors in the month of January 2025 was Tuesday.
- Reset visitor center opening hours and decorations.
- Replenished stock of Visitor Information, and removed outdated materials.

Website Analytics

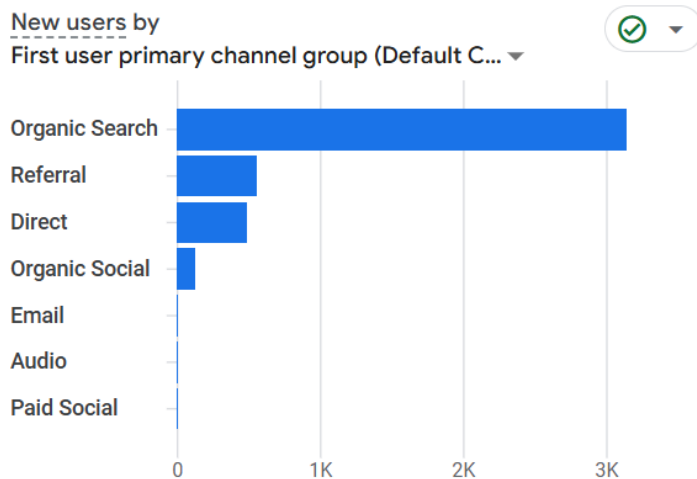
- Website traffic was down month over month due to entering slower tourism season after the holidays.

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

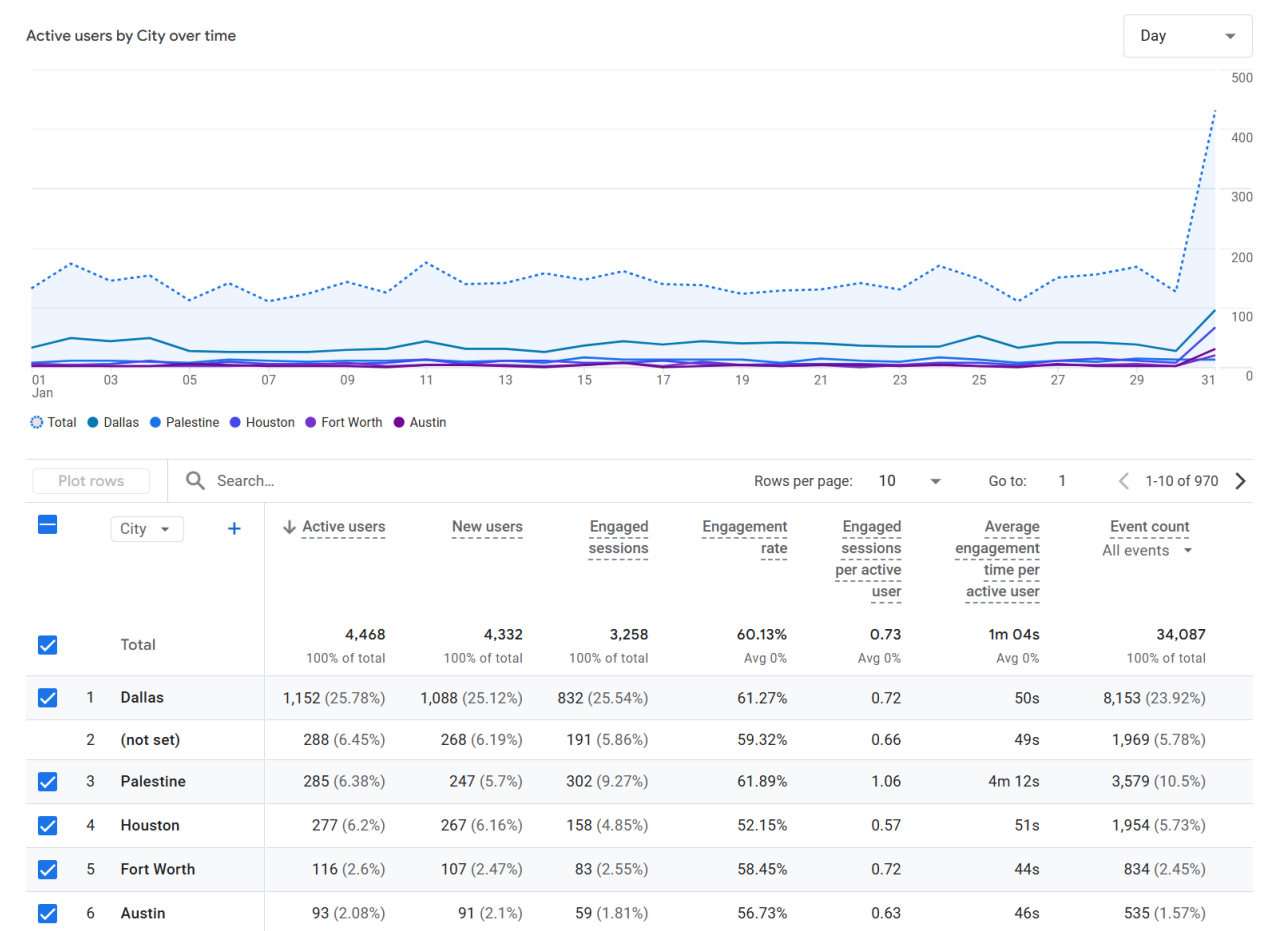
Active Users all sources:



Top referral sources:



Users by City (top markets):

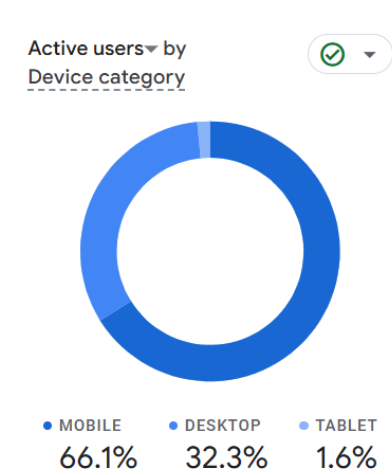


Top Pages:

Views by Page title and screen class

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

Device Type:



Social Media Reporting:

Visit Palestine, TX Social Media Report						
Facebook						
Month of 01/01/2025 - 01/31/2025						
TOP PERFORMING POST						
01/22/2025 - One Thing/Palestine	Reach: 4,307	Views: 8,985	Interactions: 211	Reactions: 34	Comments: 174	Shares: 2
		Percentages				
REACH						
Total Reach	14,580	46.90%				
Reach Breakdown						
Followers	5,786	5.60%				
Non-Followers	8,950	60.10%				
Organic	14,580	23.40%				
Ads	0	100.00%				
VIEWS						
Total Views	57,716	45.20%				
Followers	59%	22.90%				
Non-Followers	41%	21.20%				
Organic	100%	11.10%				
Ads	0%	100.00%				
FOLLOWERS (as of 2/19/2025)						
Total Follows	21,734					
Follows	96	84.60%				
Un-Follows	53	3.60%				
Net Follows	43	1.5k%				
DEMOGRAPHIC						
Women		Men				
18-24	0.90%	18-24	0.40%			
25-34	7.80%	25-34	2.80%			
35-44	17.10%	35-44	4.20%			
45-54	17.60%	45-54	4.00%			
55-64	17.40%	55-64	3.30%			
65+	20.20%	65+	4.30%			
TOP CITIES		Percentage of Audience				
Palestine	10.60%					
Houston	3.90%					
Arlington	2.70%					
Elkhart	2.00%					
San Antonio	2.00%					

Visit Palestine, TX Social Media Report

Instagram

01/01/2025 - 01/31/2025

TOP PERFORMING POST					
01/01/2025 - 2025 Mark Your Calendars	Reach: 634	Views: 762	Interactions: 29	Reactions: 21	Comments: 0
		Percentages			
REACH					
Total Reach	1,615	31.10%			
Reach Breakdown					
Organic	1,615	30.00%			
Ads	0	100.00%			
VIEWS					
Total Views	7,022	33.60%			
Organic	100%				
Ads	0%				
FOLLOWERS (as of 2/19/2025)					
Total Follows	8,095				
Follows	16	23.10%			
Un-Follows	57	6.60%			
Net Follows	-41				
DEMOGRAPHIC					
Women			Men		
18-24	2.50%		18-24	1.50%	
25-34	15.40%		25-34	5.90%	
35-44	26.30%		35-44	8.30%	
45-54	17.30%		45-54	5.70%	
55-64	8.20%		55-64	2.80%	
65+	4.70%		65+	1.40%	
TOP CITIES		Percentage of Audience			
Palestine		12.40%			
Houston		5.30%			
San Antonio		4.60%			
Austin		2.80%			
Tyler		2.40%			
Dallas		2.10%			



TOURISM REPORT – FEBRUARY 2025

Hotel Occupancy Income Tax Collected/STR Reporting

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

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

Accomplishments, Activities & Successes

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

Marketing:

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

Main Street

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

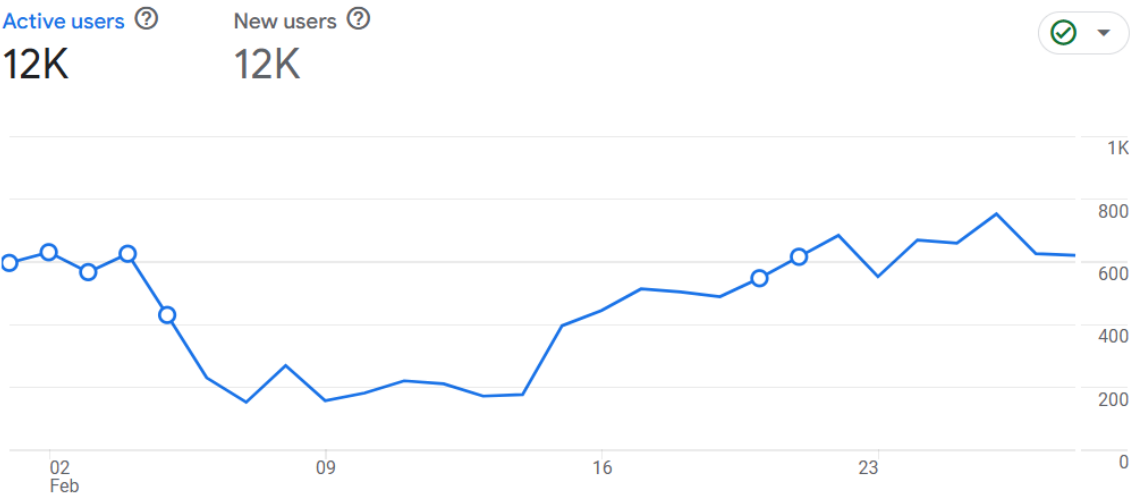
Visitor Center:

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

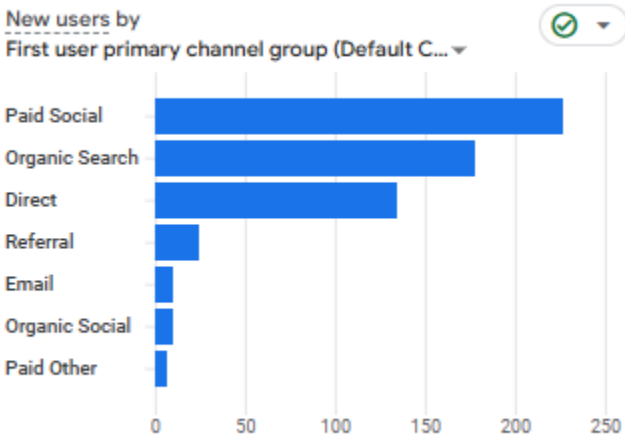
Website Analytics

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

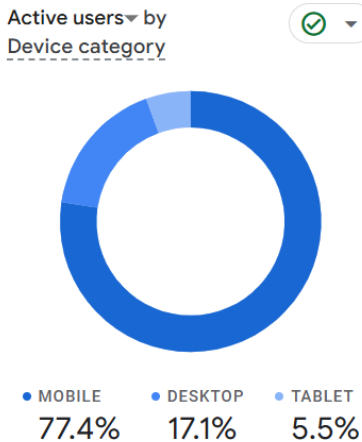
Active Users all sources:



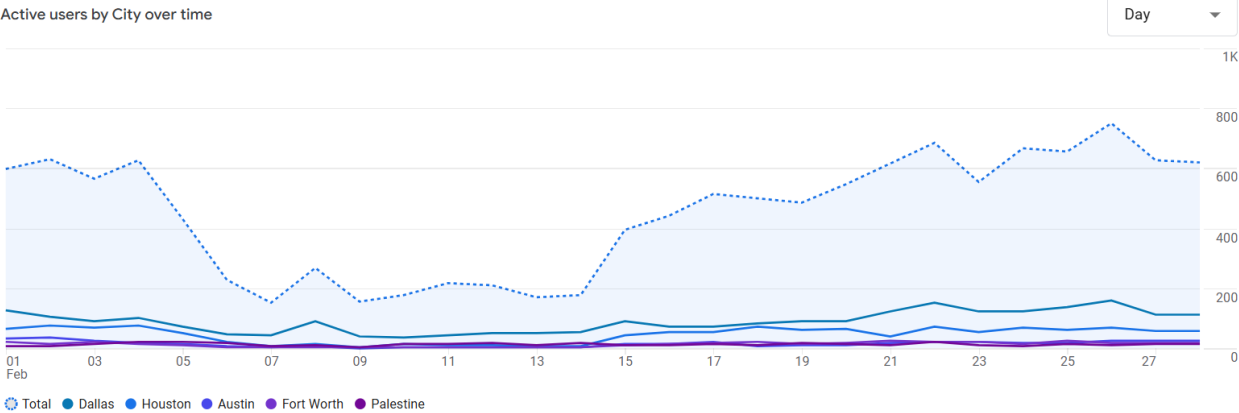
Top referral sources:



Device Type:

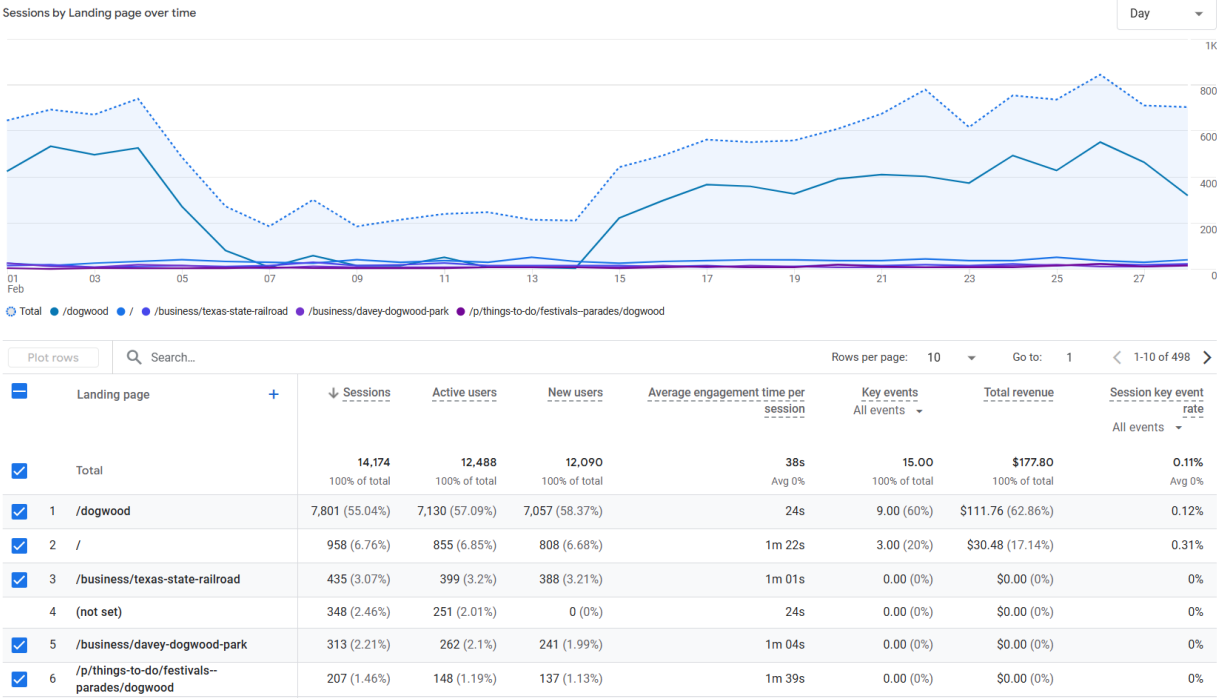


Users by City (top markets):



Plot rows		Search...		Rows per page: 10		Go to: 1		1-10 of 1410	
	City	↓ Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event count All events	
	Total	12,488 100% of total	12,090 100% of total	6,278 100% of total	44.29% Avg 0%	0.50 Avg 0%	43s Avg 0%	75,418 100% of total	
	1 Dallas	2,457 (19.67%)	2,338 (19.34%)	1,470 (23.42%)	51.34%	0.60	46s	15,789 (20.94%)	
	2 Houston	1,252 (10.03%)	1,227 (10.15%)	541 (8.62%)	37.7%	0.43	36s	6,875 (9.12%)	
	3 Austin	404 (3.24%)	389 (3.22%)	166 (2.64%)	36.17%	0.41	32s	2,139 (2.84%)	
	4 (not set)	393 (3.15%)	382 (3.16%)	177 (2.82%)	41.36%	0.45	38s	2,126 (2.82%)	
	5 Fort Worth	372 (2.98%)	357 (2.95%)	160 (2.55%)	38.55%	0.43	28s	2,035 (2.7%)	
	6 Palestine	307 (2.46%)	264 (2.18%)	313 (4.99%)	63.62%	1.02	2m 11s	3,459 (4.59%)	

Top Pages:



Social Media Reporting:

Visit Palestine, TX Social Media Report						
Facebook						
Month of 02/01/2025 - 02/28/2025						
TOP PERFORMING POST						
02/18/2025 - Pronto's Gyros & Pizza	Reach: 12,700	Views:20,041	Interactions: 145	Reactions: 107	Comments: 28	Shares: 7
		Percentages				
REACH						
Total Reach	145,513	1000.00%				
Reach Breakdown						
Followers	5,915	4.70%				
Non-Followers	139,444	1800.00%				
Organic	24,305	90.30%				
Ads	122,058	100.00%				
VIEWS						
Total Views	262,992	453.60%				
Followers	11%	82.50%				
Non-Followers	89%	140.50%				
Organic	27%	-73.00%				
Ads	73%	100.00%				
FOLLOWERS (as of 2/28/2025)						
Total Follows	21,785					
Follows	155	176.80%				
Un-Follows	50	10.70%				
Net Follows	105	100.00%				
DEMOGRAPHIC						
Women		Men				
18-24	0.90%	18-24	0.40%			
25-34	7.80%	25-34	2.80%			
35-44	17.00%	35-44	4.20%			
45-54	17.60%	45-54	3.90%			
55-64	17.40%	55-64	3.30%			
65+	20.40%	65+	4.30%			
TOP CITIES		Percentage of Audience				
Palestine		13.60%				
Houston		3.60%				
Elkhart		2.20%				
San Antonio		2.00%				
Tyler		1.80%				





Visit Palestine, TX Social Media Report

Instagram

02/01/2025 - 02/28/2025

TOP PERFORMING POST							
2/18/25 - Pronto's Gyros & Pizza		Reach: 943	Views: 744	Engagement: 35	Likes: 33	Shares: 2	
			Percentages		Comments: 1	Saves: 1	
REACH							
Total Reach		1,865	36.30%				
Reach Breakdown							
Organic		1,648	20.50%				
Ads		244	100.00%				
VIEWS							
Total Views		7,165	29.10%				
Organic		95%	-5%				
Ads		5%	100%				
FOLLOWERS (as of 2/19/2025)							
Total Follows		8,094					
Follows		54	38.60%				
Un-Follows		58	13.40%				
Net Follows		-4					
DEMOGRAPHIC							
Women			Men				
18-24			2.50%		18-24		1.50%
25-34			15.40%		25-34		5.70%
35-44			26.30%		35-44		8.30%
45-54			17.40%		45-54		5.70%
55-64			8.30%		55-64		2.80%
65+			4.70%		65+		1.40%
TOP CITIES		Percentage of Audience					
Palestine		12.40%					
Houston		5.60%					
San Antonio		4.70%					
Tyler		2.40%					
Dallas		2.10%					
Austin		2.10%					





Agenda Date: 04/22/2025

To: Tourism Advisory Board

From: April Jackson, City Secretary

Agenda Item: Approve Meeting Minutes for the January 25, 2025 meeting of the Tourism Advisory Board

Date Submitted: 03/21/2025

SUMMARY:

Review and approve the minutes from the January 28, 2025 meeting of the Tourism Advisory Board.

RECOMMENDED ACTION:

Staff recommends approving the minutes as presented.

CITY MANAGER APPROVAL:

Attachments

TAB Jan 28, 2025 Meeting Minutes

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

The Tourism Advisory Board of the City of Palestine convened in a Special Meeting on Thursday, January 28, 2025 at 4:00 p.m., in the City Hall Conference Room, 504 N. Queen Street, Palestine, Texas, with the following people present: Chair Patty Smith, Vice-Chair Daniel Hennessee and board members Michael Nichols, Cristy Buckner, Edward Mondich, and Kasey Crutcher.

Staff present: Tourism Marketing Manager Cassie Ham and City Manager's Administrative Assistant, Casey DeBord.

CALL TO ORDER

With a quorum present, Chair Patty Smith called the meeting to order at 4:00 p.m.

PROPOSED CHANGES OF AGENDA ITEMS

There were none.

PUBLIC COMMENTS

There were none.

CONFLICT OF INTEREST DISCLOSURES

There were none.

MANAGER'S REPORT

1. Review the November 2024 Tourism Report.
2. Review the December 2024 Tourism Report.
 - a. Question re: origin of visitors
 - b. Question re: timeline of the completion of Wayfinding Project

APPROVAL OF MINUTES

1. Consider approving the minutes from the December 5, 2024 Meeting of the Tourism Advisory Board.

Motion made by Kasey Crutcher to approve the minutes as presented and seconded by Edward Mondich.

Vote: 6 – 0 – Unanimously

2. Consider approving the minutes from the January 8, 2025 meeting of the Tourism Advisory Board.

Motion made by Kasey Crutcher to approve the minutes as presented and seconded by Cristy Buckner.

Vote: 6 – 0 – Unanimously

DISCUSSION AND ACTION ITEMS

1. Review the annotated 2020-2025 Visit Palestine Strategic Plan.

Staff provided a copy of the current 2020-2025 Strategic Plan with notes added regarding the status of the actions in the plan, as requested by the Tourism Advisory Board.

No action was taken.

ADJOURN

With no other business to come before the board, the meeting was adjourned at 4:16 p.m.

PASSED AND APPROVED THIS 25TH DAY OF MARCH 2025.

ATTEST:

Patty Smith, Chair

Cassie Ham,
Tourism Marketing Manager



Agenda Date: 04/22/2025

To: Tourism Advisory Board

From: April Jackson, City Secretary

Agenda Item: Discussion and possible action regarding additional Hotel Occupancy Tax Funding Grant programs

Date Submitted: 03/27/2025

SUMMARY:

Discussion and possible authorization to further research additional grant options for HOT Funds. Recently, staff has received requests to research other potential matching grant opportunities for community businesses and organizations which generate overnight stays. Under Chapter 351 of the Texas Tax Code, Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, first and foremost. Staff recommends further research to see if there are other grant options which are allowed, with consideration of the Texas Tax Code.

RECOMMENDED ACTION:

Staff recommends discussion and possibly forming a committee to research other possible HOT funding grant opportunities for the FY 25/26 HOT Funding Grant period.

CITY MANAGER APPROVAL:



Agenda Date: 04/22/2025
To: Tourism Advisory Board
From: April Jackson, City Secretary
Agenda Item: Discussion and possible action related to the current HOT Grant program
Date Submitted: 03/21/2025

SUMMARY:

Discussion and possible action related to the current HOT Grant program.

The HOT Grant in 2024 was for event hosts, and based on Hotel Occupancy generated by the event.

Also to be determined: the HOT Grant period for the year.

Staff proposes publishing notice of the HOT grant period opening, in the form of a press release and public notice in early April. The period opens April 20, and closes June 15. Applications will be presented and voted on at the July meeting.

RECOMMENDED ACTION:

Staff recommends approving the grant schedule as presented for the HOT Grant Period.

CITY MANAGER APPROVAL:

Attachments

Current HOT Grant Application



Hotel Occupancy Tax Funding Application 2024

Introduction

The City of Palestine Convention and Visitors Bureau (City of Palestine CVB) is responsible for promoting tourism and the hotel industry in compliance with the State of Texas Hotel Occupancy Tax Code; Chapter 351, Subchapter B – Use and Allocation of Revenue. To comply with this statute, the City of Palestine CVB has the authority to use several methods, including the funding of certain activities of local businesses and organizations. The following information will explain the areas available for funding and the process for requesting those funds.

General Criteria for Use of Hotel Occupancy Tax Funds

By law of the State of Texas, the City of Palestine collects a Hotel Occupancy Tax (HOT) from hotels. Under state law, the revenue from the HOT may be used only to directly promote tourism and the hotel and convention industry. Chapter 351 of the Tax Code states that the use of HOT funds is limited to:

- a) Registration of Convention Delegates.
- b) Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry.
- c) Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry.
- d) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry.
- e) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels.
- f) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations.
- g) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

City Policy:

The City of Palestine accepts applications from groups and businesses whose event fits into one or more of the above categories.

Eligibility for Hotel Tax Funds:

A business or organization seeking funds for an event must be able to prove their event produced overnight hotel stays (“heads in beds”). Events can prove the potential to generate overnight visitors by:

- a) Historic information on the number of room nights used during previous years of the same events;
- b) Current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;
- c) Historical information on the number of guests at hotel or other lodging facilities that attended the funded event through surveys, guest directories, or other sources; and/or
- d) Examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.

The limit on the number of years for which the applicant has received funding for the same event is not to exceed three (3) years beginning in Fiscal Year 24-25. Prior grants made for the same event/applicant do not count toward this limit.

Requirements of the Applicant:

1. The applicant or another representative of the entity must attend a grant workshop hosted by the City of Palestine CVB. Among other things, this workshop will provide useful information on how to complete the application, report back after the event and appropriate/legal uses of Hotel Occupancy Tax funds. An annual list of grant application and process updates will be provided if applicable. This should be acknowledged by the applicant if he/she has already attended a grant workshop.
2. The event must be located in the City’s corporate limits, extraterritorial jurisdiction, or in sufficiently close proximity as to reasonably attract tourists to the City of Palestine.
3. The applicant must demonstrate that the disbursement will directly enhance and promote the tourism, convention, and hotel industry by attracting visitors from outside of Palestine into the City or its vicinity.
4. The applicant must work with the Palestine CVB to secure hotel room blocks or establish a booking code with area



Hotel Occupancy Tax Funding Application 2024

hotels to provide necessary reporting information after the completion of the event.

5. The applicant must be a legal entity with legal capacity and authority to enter into contracts.
6. The applicant must demonstrate that the programs or events are open and appropriate for the general public.
7. The applicant must demonstrate that it is in good financial standing with the City, and that financial safeguards are in place to protect public funds.
8. Applicant may not receive funding for the same event, under the same or a different name, for more than 3 years, consecutive or non-consecutive, beginning in Fiscal Year 24-25.

Application Process:

This application applies to events that occur during the City of Palestine's upcoming Fiscal Year:

October 1, 2024-September 30, 2025

March 29, 2024	Applications available online
April 2, 2024	Hotel Occupancy Grant Workshop <i>(recorded and posted on the website with the application)</i>
May 1, 2024 5 pm	Deadline for completed Grant Funding applications to be submitted.
May 28, 2024 4 pm*	Formal Presentation by grant applicants to the Tourism Advisory Board <i>Applicants may have 1-2 minutes to present their grant proposal.</i>
June 10, 2024 4 pm*	Staff recommendation for approved grant applications based on Tourism Advisory Board decisions presented to City Council during work session for funding. <i>Applicant may be present to answer any questions about their proposal.</i>
June 10, 2024 5 pm*	City Council Decision during regular session
June 15, 2024	City of Palestine CVB sends formal agreement to successful applicants
September 15, 2024	Contract signatures executed by City of Palestine and vendor documents are completed

* Tentative dates may be subject to change.

In order to submit a completed grant funding application, you must provide:

1. A **typed** application (documents must be single sided and unbound)
2. List of current Board of Directors and staff (if applicable)
3. Proof of Insurance – level of insurance depends upon event
4. Confirmation of Grant Workshop attendance (signed by City staff)

Reporting and Reimbursement:

Grant Funding will be provided based on the number of hotel stays ("heads in beds") an event generates in the form of a tax rebate on the hotel occupancy tax generated in the following amounts:

- 100% of tax revenue in year 1
- 75% of tax revenue generated in year 2
- 50% of tax revenue generated in year 3

Hotel occupancy tax calculated at a rate of 7% of every dollar spent at a hotel in Palestine. Palestine only collects Hotel Occupancy Tax on traditional hotels currently. Short-term rentals, AirBNBs, VRBO rentals, Bed and Breakfasts, and other short-term rentals are not currently taxed on the municipal level. Therefore, overnight stays at one of these types of rentals will not count toward your rebate total.

The organization is responsible for completing the Post Event Report Form within forty-five (45) days of the event. **If your post-event report not received within 45 days after the event is completed, reimbursement will not be paid.**



Hotel Occupancy Tax Funding Application 2024

Should you need additional space to respond to any item, please attach an additional **typed** sheet of paper.

Applicant/Organization Information

Name of Applicant/ Organization		
Address		
City/State/Zip		
Contact Person		
Contact Phone Number	Cell	Work/Home
Email		
Website		
Non Profit? Yes No	Federal Tax I.D.#	
Write a short description about your organization's purpose		

Proposal Information

Name of the Event/Project and a short description:		
Primary Location of event/project:		
Has this event been held in the past? Yes No	If yes, how many years/times?	
How many times have you received HOT funds for this event?		
Duration of Event: Dates for use of funding must fall within October 1, 2024 and September 30, 2025		
Start Date	End	Date
Number of hotel room nights you anticipate your event generating (heads in beds)		



Hotel Occupancy Tax Funding Application 2024



Hotel Occupancy Tax Funding Application 2024

Answer the following questions if applicable. If there is not enough space provided, you may attach additional pages to the back. Please indicate which question you are answering.

What outside marketing is going to be conducted?

What type of information and graphics will you provide to the Palestine CVB for assistance with advertising your event?

I have read and agree to comply with the terms outlined in the Hotel Tax Funding Policy and draft Hotel Tax Funding Agreement

I certify that the information contained in this application is correct to the best of my knowledge and that I am authorized to make this application on behalf of the organization herein described for the purpose of receiving City of Palestine H.O.T. funds.

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

Signature: _____

Date: _____

Printed Name: _____ Title: _____

Attachments: (check all)

- ☐ A **typed** application (documents must be single sided and unbound)
- ☐ List of current Board of Directors and staff (if applicable)
- ☐ Proof of Insurance – level of insurance depends upon event
- ☐ Confirmation of Grant Workshop attendance (signed by City staff)

SUBMIT TO: Cassie Boyd at 825 W. Spring Street, Palestine, Texas 75801

Questions, please email: tourism@palestine-tx.org or call 903-723-3014



Agenda Date: 04/22/2025
To: Tourism Advisory Board
From: April Jackson, City Secretary
Agenda Item: Discussion and possible action related to the current Mural Arts Program
Date Submitted: 03/21/2025

SUMMARY:

Discussion and possible action regarding the mural arts program for the City of Palestine. Staff has received the suggestion to move from an RFP program to an RFQ program, where we receive qualifications from artists to be considered for the project. After qualifications are received, the property owner and TAB would decide which 2-3 artists to request an actual project proposal from. Those 2-3 artists would create a proposal for the project in exchange for a small stipend. From those proposals, the Board, staff and the property owner would vote on which proposal to accept for the project.

RECOMMENDED ACTION:

Staff recommends discussing and possibly amending the Mural Arts Program.

CITY MANAGER APPROVAL:

Attachments

Current Mural Arts Program
Mural Arts Contract



Mural Arts Program Overview

Goals

The City seeks to enhance the image of the community by promoting public art projects and partnering with public and private property owners to sponsor art projects accessible to the public. The City encourages the placement of murals in locations visible and accessible to the public and such murals can serve to beautify individual buildings and neighborhoods and will discourage graffiti and will add to the unique charm and character of the City. Collectively, such murals, will draw visitors and tourists to the City.

Definitions

Sponsor: Owner of the property where the mural is being placed

Project: Description of an individual or collaborative enterprise that is carefully planned to achieve a particular goal

Artist: The person or group who produces the paintings or drawings as a profession

Mural Locations

Creation of Mural. The Artist and the Sponsor shall diligently, expeditiously, and satisfactorily perform the activities proposed for the creation of a mural (the "Project") as described in the Mural Arts Program RFP. Each RFP will be specific to a Sponsor location and will have details on the expectations for theme, artist eligibility, evaluation criteria, and budget. All murals are required to have an anti-graffiti coating applied to consider the Project complete.

Project Location. The Project shall be located in an area determined by the City to be visible from a public street, sidewalk, right-of-way or in a location that attracts, or will attract by virtue of the mural, visitors and tourists. Any property owner interested in being a Sponsor should contact the City of Palestine Tourism Marketing Manager.

Execution of Project. The Project will be deemed to have started on the date the proposal is awarded to an artist and the contract is signed by all parties and shall be completed within six (6) months of the start date. The City Manager of the City of Palestine may approve extensions of time for delays due to unforeseen circumstances such as, but not limited to, inclement weather, unavailability of materials, illness or disability of the Artist or medical issues involving relatives of the Artist.

Maintenance after Completion. The Sponsor and the Artist shall be responsible for maintenance, repairs, restoration of the mural, including graffiti abatement, for a period of **60** months after the date of completion of the Project. After the end of such **60** month maintenance period, if Sponsor intends to undertake any activity that would result in the removal or alteration of the mural, the Sponsor must first notify the City of such undertaking and provide the City an opportunity to make recommendations to the Sponsor concerning such undertaking within 30 days of the City's receipt of the notice. After the end of said maintenance period, the Sponsor shall continue to be responsible for compliance with applicable ordinances regarding graffiti abatement and property maintenance.

Project Cost and Payment.

The amount awarded for each Project will be defined in the RFQ/RFP. The Artist will be paid in two separate payments, within 30 days after the effective date of the Contract, the City will provide funding from its Hotel Occupancy Tax revenues in an amount equal to fifty (50) percent of the approved Project cost. Within 30 days after the timely and satisfactory completion of the Project as evidenced by a letter of acceptance from the City, the City shall pay the remaining fifty (50) percent of the approved Project cost.

a. **Budget.** All expenditures shall be in accordance with the Budget section of the Mural Arts Application.



Mural Arts Program Overview

b. **Accounting.** The Sponsor and the Artist shall maintain complete and accurate financial records of each expenditure of the funds and, at the request of the City Manager or their designee, shall make the records available for inspection and review during normal business hours.

c. **Unspent Funds.** Any funds allocated by the City which are unencumbered or unexpended due to Artist's failure to complete the Project in accordance with this Contract shall, upon request of the City, be remitted to the City within 30 days from the date of such request.

d. **Supplies.** The City will not be liable for any materials or supplies.

Access to Records. The Sponsor and the Artist agree to allow the City to inspect all pertinent records, files, invoices and other written material related to the Contract. Any failure to provide records as requested by the City may be deemed by the City to be a breach of this Contract.

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

Artwork

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

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

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

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

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

Questions.

Mary Raum
Tourism Marketing Manager, City of Palestine, Texas
903-723-3014 or 903-723-3053
mraum@palestine-tx.org

STATE OF TEXAS

COUNTY OF ANDERSON

**CITY OF PALESTINE
MURAL SERVICES CONTRACT**

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

I. RECITALS

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

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

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

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

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

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

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

II. TERMS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.14. Termination.

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

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

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

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

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

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

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

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

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

III. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

City of Palestine

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

Richard Farris, Jr. (Sponsor)

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

Deanna Frye (Artist)

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

Exhibit A

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

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

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



The Canvas measures approximately 850 square feet.

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

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

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

Proposed/Approved Concept



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