

Mitchell Jordan, Mayor
Sean Conner, Council District #1
Ava Harmon, Council District #2
James Smith, Council District #3
Kenneth Davidson, Council District #4
Angela Woodard, Council District #5
Christopher Gibbs, Council District #6



Teresa Herrera, City Manager
April Jackson, City Secretary
Rezzin Pullum, City Attorney

**NOTICE OF MEETING
CITY COUNCIL AGENDA
May 11, 2026
Work Session at 4:45 p.m.
Regular Meeting at 5:30 p.m.
City Council Chambers
504 N. Queen Street
Palestine, Texas**

Zoom Link:

<https://us02web.zoom.us/j/89611532821?pwd=YatChlmNf5BnZ91lkb7hllcJAJ0to2.1>

Meeting ID: 896 1153 2821
Passcode: 560935

One tap mobile
+13462487799,,89611532821#,,, *560935# US

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

Follow us live at: [facebook.com/palestinetc](https://www.facebook.com/palestinetc)

WORK SESSION

1. Discussion regarding capital improvement projects and the proposed budget for Fiscal Year 2026–2027. Andrew Sibai, Finance Director
2. Discussion regarding athletic complex renovations and associated costs. Andrew Sibai, Finance Director
3. Discussion regarding revised rules and regulations for the City Pool at Steven Bennett Park. Patsy Smith, Parks and Recreation Director

REGULAR MEETING

A. **CALL TO ORDER**

B. **INVOCATION AND PLEDGE OF ALLEGIANCE**

C. **PROPOSED CHANGES OF AGENDA ITEMS**

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

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

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

E. CONFLICT OF INTEREST DISCLOSURES

F. OATH OF OFFICE FOR NEWLY ELECTED OFFICIALS

G. ELECTION OF MAYOR PRO TEM

H. CITY MANAGER'S REPORT

1. March 2026 Tourism Monthly Report

I. BOARD APPOINTMENTS

1. Consider the appointment of Michael Watson to Place 1 on the Historic Landmarks Commission, replacing Tabitha Enge, with a term to expire September 30, 2027. Mitchell Jordan, Mayor
2. Consider the reappointment of Jon Gardner to Place 3 and Rhonda Herrington to Place 5 on the Historic Landmarks Commission, with terms to expire September 30, 2027. Mitchell Jordan, Mayor
3. Consider the appointment of Kay Drees to vacant Place 3 on the Tourism Advisory Board for a term to expire September 30, 2027. Mitchell Jordan, Mayor
4. Consider the appointment of Ross Dickerson to Place 2 on the Zoning Board of Adjustments and Appeals, replacing Robert Wilburn, for a term to expire on September 30, 2027. Mitchell Jordan, Mayor
5. Consider the reappointment of Brick Parsons to Place 4 on the Zoning Board of Adjustments and Appeals for a term to expire September 30, 2027. Mitchell Jordan, Mayor

J. CONSENT AGENDA

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

1. Consider approval of the minutes of the Work Session and Regular Meeting of April 27, 2026. April Jackson, City Secretary
2. Consider approval of a resolution adopting revised rules and regulations for the City Pool at Steven Bennett Park. Patsy Smith, Parks and Recreation Director
3. Consider approval of an agreement with Equature for 911 recording software and related services for the Police Department. Mark Harcrow, Police Chief
4. Consider approval of an ordinance amending Appendix B Fee Schedule to the Code of Ordinances related to swimming pool admission fees. Patsy Smith, Parks and Recreation Director
5. Consider approval of an Arts and Cultural Enhancement Project Grant for Palestine ISD in an amount not to exceed \$7,181.77 for improvements to the Palestine High School auditorium. Cassie Ham, Tourism Marketing Manager
6. Consider approving a first amendment to the Hotel Occupancy Tax Funding Agreement with David Killion for the Huey Helicopter Installation Project in the amount of \$12,000.00. Cassie Ham, Tourism Marketing Manager

K. **REGULAR AGENDA**

1. Discussion and possible action regarding a proposal from Hellas Construction, Inc., in an amount not to exceed \$5,151,689.00, and a quote from Cunningham Recreation in the amount of \$411,310.40 for athletic complex renovations and improvements. Andrew Sibai, Finance Director

L. **ITEMS FROM COUNCIL**

M. **MAYOR'S REPORT**

N. **ADJOURNMENT**

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

I certify that the above Notice of Meeting was posted on the outdoor bulletin board at the main entrance to City Hall, 504 N. Queen Street, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Tuesday, May 5, 2026.**



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: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Athletic Complex Renovations and Associated Costs
Date Submitted: 05/05/2026

SUMMARY:

Hellas Construction, Inc. has submitted a \$5,151,689 proposal to install ten synthetic turf infields at the City's Athletic Complex. The proposal covers site preparation, drainage, concrete curbing, athletic equipment, and a 12-year turf warranty. Additional components include fencing, gravel parking, and paint maintenance.

Cunningham Recreation's quote for playground equipment at the Athletic Complex totals \$411,310.40 and includes modular structures, swings, safety surfacing, and integrated shade.

The estimated cost for athletic complex renovations—including synthetic turf, playground equipment, lighting, fencing, parking, and related improvements—is approximately \$5,563,000.

RECOMMENDED ACTION:

Staff recommends that Council discuss athletic complex renovations and associated costs.

CITY MANAGER APPROVAL:

Attachments

Hellas City of Palestine BB SB Fields
GameTime Quote



April 08, 2026

Jason Boudrie
President & CEO
Synergy Sports
(704) 607-6183

RE: City of Palestine
Proposal: Ten (10) Drop-In Baseball/Softball Infields

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled 1GPA Contract No. 24-06DP-04 JOC General Construction (RS Means). Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services. Cooperative member is fully responsible for review of any contract award for compliance with the member's jurisdictional procurement requirements.

General Conditions

Hellas will:

1. Provide construction surveying, layout and staking.
2. Provide performance and payment bonds.
3. Provide, prior to construction, construction drawings.
4. Provide, prior to construction, all required submittals.
5. Provide, prior to construction, synthetic turf shop drawings.
6. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Existing Conditions

Hellas scope of work:

1. Excavation to subgrade. Excavated materials will be disposed offsite.

Subgrade

Hellas scope of work:

1. Scarify subgrade material to 6" depth, grade and compact to proper planarity and density. Follow recommendations in Geotechnical Evaluation Report by ETTL Project G6527-25 for 1.5" PVR as shown in Table 5.3 – Section 5.3: Vertical Heave Predictions.

Concrete

Hellas scope of work:

1. Concrete Curb - Construct ±4,330 linear feet of concrete curb (12" x 12") reinforced with two (2) continuous #4 rebar.

Lighting

Hellas scope of work:

1. The new sports lighting poles will have sports lighting circuits installed to each pole with circuit breakers included. The sports lighting circuits will come from an existing 480V 3 phase panels located within 770' of pole B8 location for fields 3-7 on the photometric design. The sports lighting circuits for field 8 on photometric design will come from an existing 480V 3 phase panel within 400' on pole B13 on the photometric design. All existing panels need to be on the exterior of the buildings.

Field Drainage System

Hellas scope of work:

1. **HDPE Collector Piping** – Provide and install the following HDPE pipe: 18" – 1,000 lineal feet (100 per infield), 12" – 4,212 lineal feet. Assumes the connection point is 100 ft from the existing sod infield. If the connection point needs to be located farther into the existing sod infield, any required remediation will be negotiated between the Owner and Hellas. No concrete work, demolition, repairs, or any additional work is included.

Athletic Equipment

Hellas scope of work:

1. Provide and install the following athletic equipment:
 - A. Ten (10) sets of baseball bases (One set per field).
 - B. Ten (10) each home plate (One each per field).
 - C. Ten (10) each Pitcher's rubber (One each per field).

Synthetic Turf Field

Hellas scope of work:

1. **Impervious Liner** – Provide and install 30 mil impervious liner over subgrade, under perimeter collector pipe and attach to nailer.
2. **Nailer** – Provide and install ±4,337 linear feet of plastic 2" x 4" **EcoNailer™**.
3. **Composite Flat Drain** – Provide and install 1" x 12" composite flat drain spaced 30' on center.
4. **Drainage Stone** – Provide and place 4" permeable base stone and 1" permeable finish stone; each course laser graded and compacted to proper planarity and density.
5. **Shock Pad** – Provide and install ±133,562 square feet of **maxFLO+15mm** expanded polypropylene shock pad.
6. **Synthetic Turf** - Provide and install ±133,560 square feet of **PIVOT™ Performance Turf 100 oz.** blended fiber (biaxial face yarn with texturized and semi textured support yarns) synthetic turf system with the noted installation options listed below.
 - Baseball/softball lines and markings per attached rendering.
 - Supply one (1) TenCate Pivot roller.
 - Provide 12-year manufacturer warranty.
7. **Cooling Additive** – Install **PIVOTCOOL™** a precision-engineered, low-volume subsurface layer designed for use with Pivot™ performance sports turf. Positioned between the primary backing and the thatch layer, PivotCool™ provides enhanced surface cooling and environmental stability while enhancing the dynamic load capabilities of the surface. It was developed as an integrated part of the Pivot™ system.



A TENCATE COMPANY 

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and all supplied equipment quoted above.

Base Proposal Price **\$3,700,913.00**

Pricing valid for 60 days from the date of this proposal and subject to cancellation at 90 days.

ITEMIZED PROPOSAL PRICES

1. Baseball/Softball/lighting Field	\$3,700,913.00
2. Fence allowance	\$ 665,000.00
3. Gravel parking lot	\$ 489,744.00
4. Paint maintenance	\$ 296,032.00
BASE BID TOTAL	\$5,151,689.00

Pricing valid for 60 days from the date of this proposal and subject to cancellation at 90 days.

OWNER ALLOWANCES

1. Furnish and install the following fence: 7,375 feet of 4' galvanized fence field, 5,620 feet of 6' perimeter galvanized fence.
2. Construct of a 100 space Gravel Parking Lot:
 - a. Flex Base – Provide and place 4" of TxDOT 247 flex-base material at parking lot. Grade and compact to proper planarity and density.
 - b. Gravel Stone #57 – Provide and place 2" of #57 stone at parking lot ~4,869 square yards.
3. Paint maintenance of the concessions building, dugouts, and shade areas. Using Sherwin Williams paint, no sand blasting included.

All alternates listed above are priced with the assumption that they will be constructed concurrently with the Base Bid scope. Pricing reflects shared mobilization, labor, equipment, and logistics. Any changes requiring these alternates to be performed separately or at a different time may result in additional costs.

Pricing valid for 60 days from the date of this proposal and subject to cancellation at 90 days.

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Allowance/Owner's Contingency.
3. Taxes.
4. Permits, administration fees, or any other fees, including any utility impact fees generated by construction improvements.
5. Prevailing or union wages.
6. Existing drainage system repairs or modifications.
7. Concrete works other than mentioned above.
8. Asphalt works.
9. Electrical, Lighting.
10. Athletic equipment, pitchers mounds, or any other accessories not mentioned above.
11. Netting.
12. Landscape, Irrigation.
13. Utility relocation.
14. Subgrade stabilization.
15. Subgrade remediation in proposal based on report by Ettl Project G6527-25 for 1.5" PVR as shown in Table 5.3 – Section 5.3: Vertical Heave Predictions. No chemical stabilization included in this proposal
16. Geotechnical Investigation.
17. Topographic Site Survey ***Hellas requires a topographic survey showing existing grade elevations and grading plan showing existing and proposed elevations. Pricing is based on new field being built at existing elevations and will be adjusted for additional cut/export, fill/import required to establish new grade.***
18. Engineering.
19. Third party testing, construction materials inspection.
20. Rock excavation or haul off.
21. Embankment or processing of imported soils.
22. Site security.
23. Perimeter safety or construction fencing.
24. General Contractor/Owner shall provide adequate laydown area and ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.



Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas looks forward to the award of this project and is eager to work with you.

Sincerely,

Juan Carlos Chávez
Estimator
(512) 979 0688

COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY



A TENCATE COMPANY
Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
City Of Palestine
Baseball Complex
128 Armory Rd, Palestine, TX 75803
903-731-8400

PROJECT:
SYNTHETIC TURF BASEBALL FIELDS

PROJECT LOCATION:
PALESTINE, TEXAS



COMMENTS:
Drawing scale accurate ONLY when printed on 11x17 paper. For visual purposes only, actual colors may vary.

DRAWN BY: JDR

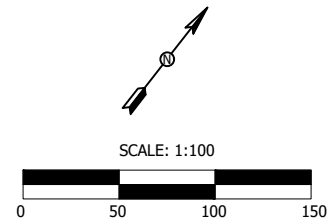
All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Hellas Construction, Inc.

DATE:
MARCH 09, 2026

REVISION:
REV 2 EXISTING

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
2



COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY





A TENCATE COMPANY
Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
City Of Palestine
Baseball Complex
128 Armory Rd, Palestine, TX 75803
903-731-8400

PROJECT:
SYNTHETIC TURF BASEBALL FIELDS

PROJECT LOCATION:
PALESTINE, TEXAS



COMMENTS:
Drawing scale accurate ONLY when printed on 11x17
paper. For visual purposes only, actual colors may vary.

DRAWN BY: JDR

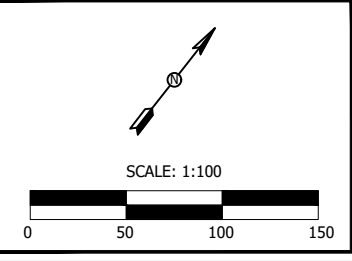
All drawings and written material appearing herein
constitute original unpublished work, and may not be
duplicated, used or disclosed without the written
consent of Hellas Construction, Inc.

DATE:
APRIL 6, 2026

REVISION:
REV 3 OPT B

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1



QUOTE

180120-01-02 • 04/07/2026



City of Palestine - Baseball Fields Playground (Revised)

Customer:

Synergy Sports
1021 Lydgate Drive
Waxhaw, NC 28173
United States

Ship to Zip: 75801

Prepared for:

Jason Boudrie
jason@synergysportscenter.com

Prepared by:

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Modular Unit (per attached drawings) *5-12 Year Olds Unit Custom: 2 Color HDPE: _____, Accent 2: _____, Accent: _____, Arch: _____, Basic: _____, Cabling: _____, Deck:Pvc: _____, HDPE 2: _____, HDPE: _____, Metal Roof: _____, Roto Plastic: _____, Tube: _____, Roto Plastic: _____, Tube: _____ (1) 3903 – Hypentic Wheel 12" 2S (1) 3904 – Bells 20" 1S (1) 3905 – Bells 12" 1S (1) 3949 – Pachinko 20" 1S (1) 3950 – Roller Balls 12" 2S (1) 3960 – Maze Panel Sensor 20" One Sided (1) 3967 – Giggle Box 20" Sensor (1) 3969 – Pond Explorer Sensor 20" one sided (2) 16465 – Slide Transfer (Ada) (1) 16700 – Ada49"Sq Punch Steel Deck (11) 16701 – Ada 49"Tri Punch Steel Dk (1) 32022 – Hex Pod Step (1') (2) 6284RP – Aventus Entryway (1) 6863RP – Arise Climber (3) 6865RP – Inclusive Play Pocket (1) 6867RP – Aventus Tower 12' Slide (1) 6869RP – Arise Climber w/Cover (1) 6870RP – Inclusive Play Pocket (Tower) (6) 6880RP – Aventus Talk Tube (1) 7294RP – Aventus Tower (2) 7295RP – Aventus Tw Steel Panel Med (1) 7296RP – Aventus Tw Steel Panel Sm (1) 7297RP – Aventus Internal Climber-Steel (2) 80687 – Handhold/Kick Plate Pkg (1) 81669 – Hand Cycler (2) 81670 – Crunch Bar (1) 81680 – Single Seat (3) 90005 – Two Piece Hex Deck, Ada Ramp Access (1) 90182 – Ada Crow'S Nest W/ Thunderring (2) 90264 – 6' Upright, Alum (1) 90266 – 8' Upright, Alum (1) 90267 – 9' Upright, Alum (3) 90268 – 10' Upright, Alum	\$319,434.07	\$319,434.07

QUOTE

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- (1) 90269 – 11' Upright, Alum
- (3) 90273 – 15' Upright, Alum
- (1) 90335 – Climber Offset Archway W/ Guardrail
- (1) 90400 – Std Funnel Bridge, 1 Dk Span Guardrail
- (1) 90429 – Ada Crow's Nest Molded Steer Wheel
- (1) 90503 – 2'-6"/3' Single Wave Zip Slide
- (1) 90508 – 4' Double Zip Slide, Std Dk
- (1) 90673 – Ramp (Guardrail)
- (1) 90674 – Std Access Ramp Link 3 Dk Gr
- (1) 90760 – 8' Wildertube 'S'
- (1) 153651 – 24" St Section 30" Dia
- (1) 153655 – 30 Deg Elbow Sec 30" Dia
- (1) 153655 – 30 Deg Elbow Sec 30" Dia
- (1) 203582 – Tube Entrance Section
- (1) 205962 – Straight Section
- (1) 205964 – Curved Right Section
- (1) 206179 – Exit Section
- (1) 207772 – Wilder Tube Section
- (1) 223226 – Slide Footbuck Mounting Plate C/O
- (1) 223228 – 1 1/4" Footbuck Tube 32"Lg.C/O
- (1) 224866 – Hardware Complete for 90760/90761
- (1) 312634 – Support Assy 70 13/16"Lg
- (1) 91056 – Ramp Link (3D) 2'-6" & 3'-0"
- (5) 91146 – Entryway - Guardrail
- (1) 91364 – Sensory Wave Panel w/ chimes
- (1) 91374 – PS Sensory Wave Up & On (3' & 3'6")
- (1) 91427 – PS Sensory Wave Challenge Transfer 2'
- (1) 91457 – Sensory Wave Entryway
- (1) 91458 – Sensory Wave Entryway for 2' Deck
- (1) 91523 – Ripple Pass
- (1) 91546 – Metallophone Panel
- (1) 91575 – Automotive Race Panel
- (1) 91604 – HDPE Vertical Ladder 4'0"
- (1) 91739 – Narrows Climber (3'-4'6")
- (1) 91827 – 5" Upright Extension w/ Cap 5'
- (5) 91832 – 5" Upright Extension w/o Cap 8'
- (1) 91846 – 5" Upright Extension w/o Cap 7'
- (6) 91875 – Angled Hoop Roof
- (1) 91992 – Edge Climber Large 2'-6" - 5'
- (4) G90262 – 4' Upright, Galv
- (4) G90265 – 7' Upright, Galv
- (4) G90267 – 9' Upright, Galv
- (3) G90268 – 10' Upright, Galv
- (4) G90269 – 11' Upright, Galv
- (4) G90270 – 12' Upright, Galv
- (5) G90271 – 13' Upright, Galv
- (2) G90272 – 14' Upright, Galv
- (2) G90273 – 15' Upright, Galv
- (1) 178749 – Owner's Kit

1	RDU	GameTime - Powerscape Modular Unit (per attached drawings) *2-5 Year Olds Unit Custom: 2 Color HDPE: _____, Accent 2: _____, Accent: _____, Arch: _____, Basic: _____, Deck:Pvc: _____, HDPE: _____, Roto Plastic: _____ • (2) 80000 – 49" Sq Punched Steel Deck	\$35,230.00	\$35,230.00
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QUOTE

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- (1) 90249 – 2' Leaning Wall Climber
- (4) 90266 – 8' Upright, Alum
- (2) 90267 – 9' Upright, Alum
- (1) 90306 – Climber Archway W/Socket & Barrier
- (1) 90366 – Sloped Funnel Climber W/Barrier
- (1) 90507 – 2'-6"/3' Rumble & Roll Zip Slide
- (1) 90545 – 4' Wave Climber
- (1) 90546 – Climber Archway W/D-Ring & Barrier
- (1) 90667 – Spiral Step Climber (3'-0" & 3'-6")
- (1) 91146 – Entryway - Guardrail
- (1) 91563 – Flower Spinner Half Panel
- (1) 91567 – Apple Tree Panel
- (1) 91711 – Modern Transfer w/Guardrail 1' Rise
- (1) 91875 – Angled Hoop Roof
- (2) G90266 – 8' Upright, Galv
- (2) G90268 – 10' Upright, Galv

1	6372	GameTime - Spin With Me (With Handle) Accent: _____, Roto Plastic: _____	\$7,748.00	\$7,748.00
2	5317	GameTime - 8' Primetime Swing Add-A-Bay Basic: _____	\$1,445.00	\$2,890.00
1	5320	GameTime - 8' ADA Primetime Swing Frame Basic: _____	\$2,072.00	\$2,072.00
1	5321	GameTime - 8' ADA Primetime Swing Add-A-Bay Basic: _____	\$1,445.00	\$1,445.00
4	5287	GameTime - Belt Seat for 8' Toprail	\$286.00	\$1,144.00
1	5377	GameTime - Zero-G (2-5) Beige 8' Height Roto Plastic: _____	\$901.00	\$901.00
1	5293	GameTime - Enclosed Tot Seat for 8' Toprail	\$424.00	\$424.00
1	5295	GameTime - Expression Swing 8' Toprail Height Basic: _____	\$1,987.00	\$1,987.00
1	5378	GameTime - Zero-G (5-12) Beige 8' Height Roto Plastic: _____	\$989.00	\$989.00
1	4676	GameTime - Harmonic Chimes (set of 3)	\$4,864.00	\$4,864.00
1	4678	GameTime - Concert Duo Basic: _____, HDPE: _____	\$4,996.00	\$4,996.00
1	4682	GameTime - Jazz C Major Accent: _____, Basic: _____, HDPE 2: _____	\$4,953.00	\$4,953.00
1	INSTALL	MISC - Installation of Above Equipment	\$88,950.00	\$88,950.00
6560	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing @ 12" Compacted Depth • 324 CYDS	\$1.10	\$7,216.00
1	INSTALL	MISC - Installation of Above EWF	\$7,130.00	\$7,130.00
325	INSTALL	MISC - Provide & Install Concrete Curb Borders	\$92.70	\$30,127.50
1	INSTALL	MISC - Excavation of Area (Includes Removing Spoils Offsite)	\$17,200.00	\$17,200.00

QUOTE

180120-01-02 • 04/07/2026



Contract: Buy Board Contract #781-25	
Sub Total	\$539,700.57
Discount	(\$152,689.18)
Freight	\$24,299.01
Grand Total	\$411,310.40

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

* Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

QUOTE

180120-01-02 • 04/07/2026



GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

QUOTE

180120-01-02 • 04/07/2026



A PLAYCORE Company

INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$411,310.40**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

QUOTE

180120-01-02 • 04/07/2026



BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



Agenda Date: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Revised Rules and Regulations for the City Pool
Date Submitted: 05/05/2026

SUMMARY:

The proposed revisions update the City Pool rules and regulations to incorporate additional safety and conduct requirements and clarify enforcement and operational standards.

RECOMMENDED ACTION:

Staff recommends that Council review the revised rules and regulations for the City Pool at Steven Bennett Park.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. R- -26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, ADOPTING REVISED RULES AND REGULATIONS FOR THE CITY POOL AT STEVEN BENNETT PARK; AUTHORIZING IMPLEMENTATION AND ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palestine owns and operates the City Pool at Steven Bennett Park as a public facility for recreational, social, and wellness activities; and

WHEREAS, the City of Palestine has entered into an agreement with a third-party contractor to assist with the operation and management of the City pool; and

WHEREAS, the City Council finds it necessary to establish formal rules and regulations governing the use and operation of the City pool to promote safety, protect public health, and ensure the orderly and efficient use of the facility; and

WHEREAS, the City Council, pursuant to its authority under the City Charter and applicable law, is authorized to establish rules and regulations governing the use of City-owned facilities; and

WHEREAS, the City Council finds it necessary to adopt revised rules and regulations governing the use and operation of the City pool to promote safety, protect public health, and ensure the orderly and efficient use of the facility;

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

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

SECTION 2. The City Council hereby adopts the revised Rules and Regulations for the City Pool at Steven Bennett Park, attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 3. City staff and any authorized contractor or designee are authorized to implement and enforce the adopted rules and regulations. Any person who violates the rules may be subject to removal from the facility, suspension of privileges, or other lawful action as deemed appropriate to protect the safety and orderly operation of City Pool.

SECTION 4. The adopted rules and regulations shall be posted in a visible location at the City Pool and made available to the public.

SECTION 5. Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter such action not to be constructed to affect any other valid portion of this Resolution.

SECTION 6. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.

SECTION 7. This Resolution shall take effect immediately upon its passage and publication.

SECTION 8. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Palestine, Texas, on this the 11th day of May, 2026.

MITCHELL JORDAN,
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON,
CITY SECRETARY

REZZIN PULLUM,
CITY ATTORNEY

Rules and Regulations for City Pool at Steven Bennett Park

Supervision and Age Requirements

- Children 5 years of age and under must be in the water and within arm's reach of an adult (ages 16 or older) who is actively supervising.
- Children ages ~~6 through 11~~ 17 and under must have an adult present in the facility. Drop-offs are not permitted.
- Swimming is prohibited when lifeguards are not on duty.

Hygiene and Health Requirements

- All patrons must shower before entering the pool.
- Swim diapers are required for infants and toddlers.
- Individuals with open wounds, contagious illnesses, or diarrhea are not permitted in the pool.
- Diapers must be changed in designated restrooms only and not on the pool deck.
- Spitting, nose-blowing, and drinking pool water are prohibited.

Swimwear Requirements

- Proper swim attire is required.
- Swimwear must be appropriate for a family-oriented environment.
- Clothing such as denim, sports bras, and leggings is prohibited. Inappropriate or excessively revealing swimwear is not permitted.

Pool Conduct

- Running, rough play, wrestling, and excessive splashing are prohibited.
- Profanity or abusive language is prohibited.
- Public displays of affection are not permitted.
- Ladders are for entry and exit only. Hanging or playing on ladders, railings, or pool structures is not permitted.
- Patrons must keep off lane lines and ropes.
- Diving is permitted only in water that is 9 feet deep.
- Backflips, cartwheels, and other acrobatic activities off the pool edge are prohibited.
- Persons under the influence of alcohol or drugs are not permitted in the pool area.
- Alcohol, illegal drugs, and glass containers are prohibited in the pool area.
- Tobacco products, including vaping, are not permitted.
- Food, gum, snacks, and beverages are not permitted in the pool area. Water is allowed. Designated picnic areas outside the facility may be used for food and drinks.
- Bicycles, skateboards, and scooters are not permitted on the pool deck (ADA mobility devices are allowed).
- Breath-holding games and hyperventilation activities are prohibited.
- Unauthorized photography or video recording is prohibited.
- All patrons must follow lifeguard instructions at all times.

Flotation Devices

- Only U.S. Coast Guard-approved life jackets are permitted.
- Inflatable devices, including water wings, inner tubes, and baby floats, are not permitted.

Groups and Daycares

- Reservations are required in advance. Walk-ins are not permitted.
- Daycare participants must be 5 years of age or older, with a minimum ratio of one (1) adult per ~~seven~~ ten (710) children in the water. Refer to Texas Admin. Code § 748.3757
- All groups must comply with Texas HB 59 (effective September 1, 2023)
- ~~Requests for group use must be submitted at least one (1) week in advance.~~

Animals

- Only certified service animals are permitted on the pool deck.
- Service animals are not allowed in the water at any time.

Weather Safety

- The pool must be cleared during lightning or thunder and will remain closed for at least 30 minutes after the last occurrence.

Personal Property

- The City of Palestine is not responsible for lost, stolen, or damaged personal property.

Enforcement

- Individuals who violate these rules may be removed from the facility and/or have pool privileges suspended.
- City staff and authorized personnel may enforce additional rules as necessary to ensure the safety and enjoyment of all patrons.



Agenda Date: May 11, 2026
To: City Council
From: Cassie Ham, Tourism Marketing Manager
Agenda Item: Review the Tourism Manager's Report for the month of March 2026
Date Submitted: 04/29/2026

SUMMARY:

Review the Tourism report for the month of March 2026.

RECOMMENDED ACTION:

No action is required.

CITY MANAGER APPROVAL:

Attachments

March 2026 Tourism Report

Contact: Cassie Ham
Visit Palestine
Phone: (903) 723-3014
Direct: (903) 723-3053
tourism@palestine-tx.org



TOURISM REPORT – March 2026

Executive Summary

March 2026 was the single biggest month of the year for Visit Palestine, TX — and one of the strongest on record. The 88th Annual Dogwood Trails Celebration launched with three full weekends of events that drove exceptional hotel occupancy, record Visitor Information Center traffic, explosive social media reach, and a significant lift in web sessions. Our team executed on a season that had been months in the making, and the community and the region showed up in a meaningful way.

Hotel occupancy reached 68.6% in March — a 7.1% improvement over March 2025 — while Average Daily Rate climbed to \$99.90, essentially flat year-over-year, and Revenue Per Available Room came in at \$68.51, a 6.4% increase. Total hotel market revenue for the month was \$1,531,266, a 11.7% gain over the prior year. These gains continue a strong fiscal year: Year-to-Date Occupancy sits at 64.8% (+16.4% vs. last year), YTD RevPAR at \$63.65 (+19.5%), and running 12-month revenue at \$15.2 million.

The Visitor Information Center handled a record-setting month, welcoming 431 walk-in visitors and generating 937 total contacts — our highest single-month total in recent memory. Walk-in traffic was driven entirely by Dogwood Trails season, with the third week of March producing peak contact volumes. Our website delivered 23,835 sessions from a well-diversified channel mix, and social media performance was exceptional: Facebook views topped 231,000 while Instagram reach cleared 77,000 — our highest figures for the month category.

Pineywoods Living magazine published a major multi-page feature on Palestine for their Spring 2026 issue — with the Dogwood Trails Celebration, Davey Dogwood Park, local history, and Oxbow Bakery all featured prominently. Our Dogwood Bloom Trolley Tour sold out for the season. The Travel Texas Co-Op Trip Builder Card launched in February and continued running through March, ensuring statewide digital visibility heading into peak bloom season.

March 2026 demonstrated clearly that Visit Palestine's investment in pre-season marketing, media relationships, and visitor-facing programming is generating measurable returns for the community and the local economy.

Hotel Occupancy Income Tax Collected / STR Reporting

The Palestine hotel market continued its positive trajectory in March 2026. Of the 12 hotels reporting, the market delivered strong seasonal performance aligned with the opening of Dogwood Trails Celebration. The running 12-month revenue now stands at \$15.2 million, up 12% from the prior 12-month period.

	March 2026	March 2025	+/- to Last Year	Year-to-Date 2026	Running 12 Months
Occupancy	68.6%	64.0%	+7.1%	64.8%	60.6%
Average Daily Rate (ADR)	\$99.90	\$100.57	-0.7%	\$98.27	\$95.21
RevPAR	\$68.51	\$64.41	+6.4%	\$63.65	\$57.69
Revenue (We collect 7%)	\$1,531,266	\$1,441,699	+11.7%	\$4,133,701	\$15,200,234

Census includes 12 hotels, 721 rooms. Of the 12 hotels reporting in March 2026, the market operated at 68.6% occupancy. Per AirDNA.com, Palestine's STR market includes up to 30 properties, with an overall occupancy rate closer to 48%. We are not currently collecting Hotel Occupancy Tax on Short Term Rentals.

Note: Participation rate among reporting hotels increased from 75.2% to 77.8% beginning March 2026, reflecting improved STR census coverage.

Accomplishments, Activities & Successes

88th Annual Dogwood Trails Celebration

This is one of Palestine’s signature event months, and 2026 delivered. The 88th Annual Dogwood Trails Celebration opened the weekend of March 20–21 with the Dogwood Arts & Music Festival, Parade, the Journey HQ Car Show, the Fairy Garden Trail, and the return of the Dogwood Bloom Trolley Tour — which sold out for the entire season prior to the opening weekend. Our team coordinated visitor services, wayfinding support, and promotional amplification across the full three-weekend run (March 20–21, March 27–28, and the closing weekend of April 3–5).

Dogwood Bloom Trolley Tour — Sold Out

This year's Dogwood Bloom Trolley Tour, offered in partnership with the East Texas Council of Governments and Go Bus, sold out before the opening weekend. Guests departed from the Visitor Center at the historic depot at 825 W. Spring Street, touring the Northside Historic District and Davey Dogwood Park. The tour's success validates both the Trolley Tour concept and the strength of Visit Palestine's pre-season marketing reach.

Travel Texas Co-Op Campaign

Our FY26 Travel Texas Co-Op Trip Builder Card, launched in February, continued running through March. The card — which connects visitors to Palestine's destination story via the Travel Texas Trip Builder platform — earned a 35.56% engagement rate in its first month, near the FY25 benchmark of 45.96%. The campaign runs continuously through July 2026, maintaining statewide visibility throughout spring and into summer.

Marketing

We continued managing the Visit Palestine social media ecosystem (Facebook, Instagram, and Google Business Profile) throughout the month, publishing content centered on Dogwood Trails weekend previews, event recaps, partner promotions, and Trolley Tour coverage. March's content calendar was our most active of the year, with 35 published posts across Facebook and Instagram.

Paid social campaigns on Facebook and Instagram drove 5,132 Paid Social sessions to VisitPalestine.com, the second-highest channel for the month behind Organic Search. Email campaigns generated 1,077 sessions — a newly prominent channel indicating growing list engagement heading into peak season.

The VisitPalestine.com Dogwood Trails Celebration landing page generated 5,156 views during the month, and Davey Dogwood Park (1,192) and Fairy Garden Trail (1,092) both saw strong organic traffic, confirming that our SEO investment in key spring content pages is performing.

Visitor Center

March was the highest-volume month we have seen at the Visitor Information Center. We welcomed 431 walk-in visitors and handled 199 phone inquiries for a total of 937 contacts, making it a record-setting month. We distributed 132+ visitor bags, mailed 175 visitor guides, and served visitors from across Texas and multiple other states. Traffic peaked on Fridays and Saturdays, consistent with Dogwood Trails weekend visitor patterns, with the March 19–21 opening weekend representing the busiest period of the month.

Digital Performance Overview: www.VisitPalestine.com

March 2026 delivered strong, diversified website traffic driven by a healthy combination of organic search momentum and paid social amplification ahead of peak bloom season. Total sessions reached 23,835 across a well-balanced channel mix, confirming that our investment in both search visibility and paid promotion is generating real results.

Website Traffic Summary

Metric	March 2026
Sessions	23,835
Active Users (30-day peak)	~27,595
New Users (primary channel acquisition)	21,075
Average Engagement Time/User	~35 seconds (trending up mid-month to 60+ sec)
E-Commerce Revenue	\$0 recorded (Trolley Tour sold out — no cart transactions)

Note: E-commerce revenue shows \$0 in GA4 for March because the Bloom Trolley Tour tickets were sold out prior to the reporting period; we typically do not process transactions through the Visit Palestine website.

Top Traffic Sources (Sessions)

Channel	Sessions
Organic Search	6,077
Paid Social	5,132
Direct	5,001
Organic Social	4,319
Referral	2,102

Channel	Sessions
Email	1,077
Other / Unassigned	127

Organic Search reclaimed the top position as the primary traffic driver in March — consistent with the year's cumulative pattern — while Email emerged as a meaningful contributor for the first time, indicating growing engagement from our list. Paid Social remained a strong second channel.

Top Performing Pages

Page	Views
Visit Palestine Homepage	15,128
88th Dogwood Trails Celebration	5,156
Events Calendar	2,238
Davey Dogwood Park	1,192
Fairy Garden Trail	1,092
Texas State Railroad	448
About	390
Palestine TX Tours	248

Social Media Reporting

Visit Palestine, TX — Facebook — March 1–31, 2026

Metric	March 2026	March 2025
Views / Reach	231,729	—
Content Interactions	6,495	—
Page Visits	7,046	—
New Follows	393	—
Total Followers (Lifetime)	23,921	—

Facebook Notes: March was a high-volume month driven by Dogwood Trails weekend content, event previews, and community amplification. The peak engagement day was March 11, with 27,546 views and 932 interactions recorded — likely driven by a viral Dogwood preview post or paid amplification of Trolley Tour content. New follows of 393 represent a strong organic month, nearly double February’s 242 net new follows.

Visit Palestine, TX — Instagram — March 1–31, 2026

Metric	March 2026	March 2025
Reach	77,092	—
Views	35,775	—
Profile Visits	947	—
Content Interactions	1,478	—
New Follows	149	—
Link Clicks (first half of month)	4,487	—
Total Followers (Lifetime)	8,553	—

Instagram Notes: Reach of 77,092 represents a substantial lift from February's 45,455, driven by Dogwood season Reels and multi-photo carousels. Instagram link clicks were notably concentrated in the first half of the month (March 1–14: 4,487 primary link clicks), reflecting strong pre-event interest. Views peaked on March 25 with 4,879 in a single day. The top-performing content format by interactions was multi-photo (3,410 total interactions), followed by single photos (1,052), and Reels (853).

Content Format Performance (Facebook + Instagram Combined)

Format	Total Interactions	Total Views
Multi-Photo	3,410	210,418
Photo	1,052	95,861
Reels	853	36,629
Links	530	46,379
Other / Text / Stories	650	1,323

Audience Demographics (Snapshot as of April 13, 2026)

	Facebook	Instagram
Total Followers	23,921	8,553
Gender (Women / Men)	81.4% / 18.6%	74.8% / 25.2%
Top Age Bracket	65+ (highest %)	35–44 (highest %)
Top City	Palestine, TX — 13%	Palestine, TX — 11%
#2 City	Houston, TX — 3.1%	Houston, TX — 3.9%
#3 City	Elkhart, TX — 2.7%	Elkhart, TX — 3%
Top Country	United States — 100.1%	United States — 86.6%

Visitation Data (Datafy Geolocation Report — March 2026)

Datafy's geolocation-based visitation model provides supplemental market intelligence on visitor volume, origin markets, and spending patterns. This data represents mobile device-observed trips to the Palestine market area, allowing us to understand visitation beyond hotel census data.

Overall Visitation

Metric	March 2026
Total Trips (geolocation-based)	94,775
Change vs. March 2025	↓ 23.43%
Average Length of Stay	2.3 Days
Change in Avg. Length of Stay vs. Prior Period	↑ 0.6 Days
In-State Visitors	78.49% (↑ 1.18%)

Metric	March 2026
Out-of-State Visitors	21.51% (↓ 1.18%)

Note: The 23.4% year-over-year decrease in total trips compared to March 2025 is worth monitoring but should be interpreted cautiously given that Datafy’s methodology captures device-observed trips rather than a complete census. The offset of a longer average length of stay (+0.6 days) suggests visitors who did come to Palestine in March 2026 stayed longer, a positive quality signal consistent with Dogwood season overnight itineraries.

Top Origin Markets (DMA Visitation — March 2026)

DMA Market	Share of Visitor Days
Dallas–Fort Worth	15.32%
Houston	13.60%
Tyler–Longview–Lufkin & Nacogdoches	13.46%
Waco–Temple–Bryan	8.29%
Shreveport	5.21%
Austin	3.81%
San Antonio	2.76%

Visitor Demographics (Datafy)

Age Distribution	Household Income	Household Size
Ages 45–64: 32.0%	\$50K+ households: 62.9%	1–2 person HH: 50.77%
Ages 65+: 26.94%	\$50K–75K: 18.72%	3–5 person HH: 40.74%
Ages 25–44: 27.97%	\$75K–100K: 16.93%	6+ person HH: 8.49%
Ages 16–24: 13.08%	\$100K–150K: 17.25%	—

Top Visitor Spending Clusters

Cluster	Share of Visitor Days / Change YOY
City (general)	99.7% share +1.62% change
Restaurants	54.8% share +4.00% change
Attractions	19.1% share –5.81% change
Lodging	17.4% share +2.65% change
Downtowns	11.9% share –3.38% change
Parks & Recreation	6.5% share –27.97% change

Restaurant and Lodging clusters both posted positive year-over-year growth, indicating healthy visitor spending in overnight and dining categories during peak Dogwood season. The Parks & Recreation decline (-27.97%) likely reflects methodology shifts in how

the Datafy model captures outdoor/park visits rather than an actual attendance drop at Davey Dogwood Park, which experienced high foot traffic throughout the month.

Visitor Information Center Report

March 2026 was the busiest month ever recorded at the Palestine Visitor Information Center. The Texas State Railroad's spring season was in full operation earlier than previous years, which contributed to the traffic, additionally, they began running the Steam locomotive No. 30, also drawing a large number of visitors. Finally, the Dogwood Trails Celebration opening weekend brought visitors downtown from across the region.

Metric	March 2026
Total Walk-in Visitors	431
In-State Walk-In Visitors	420
Out-of-State Walk-In Visitors	11
Total Phone Calls	199
Total Visitor Contacts	937
Visitor Bags Distributed	132+
Visitor Guides Mailed	175

Visitor traffic was highest on Fridays and Saturdays throughout the month, consistent with the Dogwood Trails weekend event schedule. The peak week ran March 19–21, corresponding with the Dogwood Festival and Parade opening weekend. Daily contact totals during that stretch exceeded 100 per day on the busiest dates.

The Visitor Center team managed walk-in traffic, distributed bags and materials, assisted with trip planning and wayfinding, and supported the Dogwood Bloom Trolley Tour departure operations from the depot. 175 visitor guides were mailed in March, reflecting sustained pre-trip research demand from out-of-area visitors planning Dogwood trips.

Marketing & Advertising Activity

Dogwood Trails 2026 Campaign

March marked the execution phase of our Dogwood Trails campaign, with paid social campaigns on Facebook and Instagram amplifying event content, Trolley Tour promotions, and driving web traffic across all three celebration weekends. Our paid social investment generated 5,132 sessions to VisitPalestine.com for the month — strong performance during a season when organic and direct traffic typically dominate.

Organic Content Strategy

Our organic social content calendar for March was our heaviest of the year, with 27 photos, 7 Reels, and 1 text post published across platforms. Multi-photo carousels outperformed all other formats by a wide margin, generating 3,410 total interactions and 210,418 views — confirming that curated gallery-style posts resonate strongly with our Dogwood season audience. Reels continued to drive reach amplification on Instagram, contributing to the platform's overall reach of 77,092 for the month.

Travel Texas Co-Op — Trip Builder Card

Our FY26 Travel Texas Co-Op Trip Builder Card continued running through March, maintaining Visit Palestine's presence within the Travel Texas Trip Builder discovery platform. The card, which features the Texas State Railroad and Davey Dogwood Park, is active through July 2026 and provides continuous statewide visibility across the peak spring and summer travel season. February performance (the campaign's first month) recorded a 35.56% engagement rate — tracking below the FY25 benchmark of 45.96% but consistent with early-flight startup patterns.

Email Marketing

Email emerged as a notable traffic channel in March, generating 1,077 sessions to VisitPalestine.com — a meaningful increase over prior months. This reflects the 3 email campaigns that were run during the month of March, including Texas Monthly, our marketing partnership with the Texas State Railroad, and a campaign with Texas Parks and Wildlife.

Media Placements

Palestine received strong third-party coverage across regional and statewide outlets during March 2026. The placements below represent both earned media and confirmed paid/co-op features. The Pineywoods Living feature is a confirmed earned placement delivered in print and digital circulation.

Publication / Outlet	Issue / Date	Description
Pineywoods Living Magazine	Spring 2026	Multi-page feature covering Palestine's Dogwood Trails Celebration, Davey Dogwood Park, city history (Trails and Tracks), and Oxbow Bakery. Palestine featured prominently on the cover and in editorial. Dogwood Bloom Trolley Tour quoted the Tourism Marketing Manager directly. Regional East Texas audience with distribution across the Piney Woods market.
Charm Magazine (Lufkin, TX)	Spring 2026	Multiple page editorial writeup on the Dogwood Trails Celebration. Lufkin-area audience. Can confirm visitation as a result of this interview/article.
Texas Monthly	April 2026 Issue	Palestine featured in spring travel coverage including a reference to local entrepreneurship, tourism, and Oxbow Bakery in the context of East Texas Piney Woods destinations. Statewide distribution and high-authority domain. Confirmed April 2026 publication.
KETK / FOX51	March 2026	Spring tourism preview broadcast segment on East Texas spring travel options featuring Palestine's Dogwood Trails Celebration. Local broadcast reach across East Texas market.
Tour Texas	Ongoing / March 2026	Multiple Palestine event listings (Dogwood Festival, Fairy Garden Trails) featured on Tour Texas destination pages with active March 2026 dating. Statewide leisure traveler audience.
Two Travel Creator Partnerships	March–April 2026	Collaboration with two influencers who visited in March to feature spring activities and events. Content publication timing varies by creator.

Events & Community Engagement

Dogwood Trails Celebration — Weekend 1 (March 20–21)

The 88th Annual Dogwood Trails Celebration opened with the Dogwood Arts & Music Festival and Parade through Historic Downtown Palestine. The opening weekend featured the Journey HQ Car Show along Oak Street, the Fairy Garden Trail judging at Davey Dogwood Park, the Dogwood Arts Council Annual Art Show at the Farmers Market

Pavilion (813 W. Spring St.), and Stained Glass Tours. The Dogwood Bloom Trolley Tour began operating departures from the Visitor Center depot. Foot traffic in downtown and at the Visitor Information Center was the highest of any weekend in recent memory.

Dogwood Trails Celebration — Weekend 2 (March 27–28)

The second celebration weekend included the Texas State Railroad Dogwood Lunch Train (March 28), the Dogwood Historic Homes Tour, the Farm & Flower Market at 813 W. Spring Street, and the Old Time Music & Dulcimer Festival at First Baptist Church (March 26–28). The Visitor Center remained active with walk-in visitors and bag distribution throughout the weekend.

Old Time Music & Dulcimer Festival (March 26–28)

First Baptist Church Palestine hosted the 19th annual Old Time Music & Dulcimer Festival — a beloved Dogwood season tradition. The festival draws musicians and enthusiasts from across the country for three days of concerts, jam sessions, and workshops. The Visit Palestine team supported promotional amplification and visitor services coordination.

Texas State Railroad — Spring Season

The Texas State Railroad was in full spring operation throughout March, running the Piney Woods Diesel Express on multiple dates and launching the Dogwood Lunch Train on March 21 and March 28. Railroad excursions represent one of Palestine's strongest visitor draws and a key driver of overnight stays. We continued coordination with TSRR's marketing team for cross-promotional content and season ticket giveaway features.

Fairy Garden Trail

The Fairy Garden Trail at Davey Dogwood Park opened for judging on March 20 as part of the Dogwood Festival weekend, with the trail officially welcoming visitors through April 30. The Fairy Garden Trail page generated 1,092 views on VisitPalestine.com in March, confirming strong organic interest in this signature family attraction.

Challenges

Our team operated at full capacity throughout March, managing a compressed event calendar across three Dogwood Trails weekends while maintaining standard marketing, visitor services, and reporting functions. Below are the primary operational challenges noted during the month.

Staffing Capacity

March's high-volume visitor contact numbers — 937 total contacts, with multiple days exceeding 100 contacts — placed significant demand on the Visitor Center team. We are beginning to evaluate converting one of our part time staff to a full time position as we prepare for next fiscal year. The market has experienced 2 record years, consecutively, and the current year is on an upward trend, overall.

Wayfinding Signage Project

The wayfinding signage project continues to progress. We are awaiting one final sign and a final walk-through with our design partners before project completion. This project remains a priority and is expected to conclude in the coming weeks.

STR / Short-Term Rental Coverage

Our STR report sample coverage increased from 75.2% to 77.8% effective March 2026 as a result of census participation improvements. Independent and short-term rental inventory remains outside the STR benchmark. We continue to supplement hotel performance data with Datafy geolocation data to provide the most complete picture of market visitation available.

Datafy Year-Over-Year Trip Volume Decline

The 23.4% year-over-year decrease in Datafy-reported total trips warrants continued monitoring. At this time, we believe this may reflect shifts in methodology or device sample variation rather than a true visitation decline, given the strong hotel occupancy performance (+7.1% YOY), record Visitor Center contacts, and Trolley Tour sellout. We will continue tracking Datafy trends month-over-month and will flag any corroborating indicators that suggest actual demand softening.

Upcoming Initiatives & Goals

Dogwood Trails Celebration — Closing Weekend (April 3–5)

The final weekend of the 88th Annual Dogwood Trails Celebration includes the Texas State Railroad Easter Lunch Train (April 4), Saturdays on Main (April 4), and the closing day of the Redlands History Hunt. Our team will continue visitor services and social coverage through the final weekend, then begin transitioning marketing content to late spring and summer social.

In-house Email Marketing Campaign

To convert top of funnel prospects to visitors, we are developing an email marketing campaign that shares attractions in Palestine, TX, plus the charm of our historic small town. We are also planning to include past visitor feedback, and seasonal events in the campaign.

Texas Monthly Feature Launch

Our Texas Monthly April 2026 feature is live in the April issue. We are working to amplify through owned channels — including featured social posts, a web blog cross-post, and partner sharing — to maximize the reach of this high-authority statewide placement. Texas Monthly continues to drive significant organic search traffic to Visit Palestine content over time.

Influencer Content Release

Content from our two March travel creator partnerships is expected to be published in April. We are coordinating final details on posting schedules and will be tracking reach, engagement, and link traffic upon publication. These partnerships are expected to extend our spring Dogwood season reach into new audiences across Texas.

HOT Grant Cycle Preparation

We are reviewing, updating, and preparing to publish the refreshed HOT Grant application packet for the upcoming grant cycle. This process ensures that our community partners are equipped to apply for tourism funding and that Visit Palestine's grant program remains accessible and aligned with our destination priorities.

Summer Season Planning

With Dogwood season winding down, we are shifting attention to summer campaign planning — including Texas State Railroad summer excursion promotions, Davey Dogwood Park summer programming, and the forthcoming Wiggy Thump Festival. We will also be initiating planning for the annual Hot Pepper Festival and beginning early Polar Express season prep.



Agenda Date: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Appointment to the Historic Landmarks Commission
Date Submitted: 05/01/2026

SUMMARY:

Consider the appointment of Michael Watson to Place 1 on the Historic Landmarks Commission, replacing Tabitha Enge, with a term to expire September 30, 2027.

RECOMMENDED ACTION:

Staff recommends consideration of the appointment of Michael Watson to Place 1 on the Historic Landmarks Commission for a term to expire September 30, 2027.

CITY MANAGER APPROVAL:



Agenda Date: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Reappointments to the Historic Landmarks Commission
Date Submitted: 05/01/2026

SUMMARY:

Consider the reappointment of Jon Gardner to Place 3 and Rhonda Herrington to Place 5 on the Historic Landmarks Commission, with terms to expire September 30, 2027.

RECOMMENDED ACTION:

Staff recommends consideration of the reappointment of Jon Gardner to Place 3 and Rhonda Herrington to Place 5 on the Historic Landmarks Commission for terms to expire September 30, 2027.

CITY MANAGER APPROVAL:



Agenda Date: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Appointment to the Tourism Advisory Board
Date Submitted: 05/01/2026

SUMMARY:

Consider the appointment of Kay Drees to vacant Place 3 on the Tourism Advisory Board for a term to expire September 30, 2027.

RECOMMENDED ACTION:

Staff recommends consideration of the appointment of Kay Drees to vacant Place 3 on the Tourism Advisory Board for a term to expire September 30, 2027.

CITY MANAGER APPROVAL:



Agenda Date: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Appointment to the Zoning Board of Adjustments and Appeals
Date Submitted: 05/01/2026

SUMMARY:

Consider the appointment of Ross Dickerson to Place 2 on the Zoning Board of Adjustments and Appeals, replacing Robert Wilburn, for a term to expire on September 30, 2027.

RECOMMENDED ACTION:

Staff recommends consideration of the appointment of Ross Dickerson to Place 2 on the Zoning Board of Adjustments and Appeals, replacing Robert Wilburn, for a term to expire on September 30, 2027.

CITY MANAGER APPROVAL:



Agenda Date: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Reappointment to the Zoning Board of Adjustments and Appeals
Date Submitted: 05/01/2026

SUMMARY:

Consider the reappointment of Brick Parsons to Place 4 on the Zoning Board of Adjustments and Appeals for a term to expire September 30, 2027.

RECOMMENDED ACTION:

Staff recommends consideration of the reappointment of Brick Parsons to Place 4 on the Zoning Board of Adjustments and Appeals for a term to expire September 30, 2027.

CITY MANAGER APPROVAL:



Agenda Date: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Approval of Minutes
Date Submitted: 05/05/2026

SUMMARY:

Consider approval of the minutes of the Work Session and Regular Meeting of April 27, 2026.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

April 27, 2026, Minutes

DRAFT



MINUTES

The City Council of the City of Palestine convened for a regular meeting on April 27, 2026, at 4:15 p.m. for the Work Session, and at 5:30 p.m. for the Regular Meeting in the Council Chambers at City Hall, 504 N. Queen Street, Palestine, Texas, with the following members present:

Council Member Conner arrived at 5:30 p.m. for the Regular Meeting.

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

Also Present: Teresa Herrera, City Manager; April Jackson, City Secretary; Susan Davis, Development Services Director; Christophe Trahan, EDC Director; Andrew Sibai, Finance Director; Shannon Davis, Fire Chief; Ana Sanchez, Library Director; Patsy Smith, Parks & Recreation Director; Mark Harcrow, Police Chief; Cassie Ham, Tourism Marketing Manager

WORK SESSION

With a quorum present, Mayor Jordan called the Work Session to order at 4:15 p.m.

1. Discussion regarding long-term capital planning and ongoing projects. Andrew Sibai, Finance Director

Discussion was held regarding long-term capital planning and ongoing projects. Finance Director Andrew Sibai reviewed the City's current projects for Fiscal Years 2026 and 2027: the Athletic Complex, Southview Lift Station, Downtown Revitalization Phase II, street improvements across all six districts, the Citywide Alarm System, airport improvements, and water treatment filter upgrades.

2. Discussion regarding renaming the pavilion at Larry Street Park in honor of former Council Member R.L. Linicomn. James Smith, Council Member

Council Member James Smith requested that Council consider renaming the pavilion at Larry Street Park in honor of former Council Member R.L. Linicomn, one of the first two African Americans elected to the Palestine City Council, who served three consecutive terms. He also recognized Timothy Smith, Rodney Howard, and Frank Robinson for their work on 1970s redistricting lawsuits that led to equalized voting rights and single-member districts, which made Mr. Linicomn's election possible.

With no other business to come before Council, the meeting was adjourned at 4:33 p.m.

REGULAR MEETING

A. CALL TO ORDER

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

B. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Pastor Johnathan Strange and was followed by the Pledge of Allegiance.

C. PROPOSED CHANGES OF AGENDA ITEMS

Mayor Jordan requested that the public recognitions be rearranged in the following order: Recognition of the Westwood Panthers Varsity Boys Basketball Team, Recognition of the Palestine Wildcats Varsity Boys Soccer Team, and Recognition of new Police Officers Kendal Clowery, Ayden Coker, and Sergio Vega.

D. PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS

Palestine YMCA President/CEO Cindy Piersol spoke regarding the history of the City pool and the YMCA, requested that the childcare rate be reduced to \$1, and proposed a partnership between the City of Palestine and the Palestine YMCA for use of the pool.

Palestine YMCA Healthy Living Director/Marketing Director Chaunta Shellenbarger spoke regarding the management of the City pool, comments made regarding the YMCA and Summer Day Camp at a prior work session, proposed admission fees for the City pool, and a possible partnership with the YMCA.

1. Recognition of the Westwood Panthers Varsity Boys Basketball Team. Mitchell Jordan, Mayor

A Certificate of Recognition were presented to the Westwood Panthers Varsity Boys Basketball Team and Coach Kadrian Bryant in recognition of finishing as State Runner-Up in the Class 3A Division II State Championship Game during the 2025–2026 school year.

2. Recognition of the Palestine Wildcats Varsity Boys Soccer Team. Mitchell Jordan, Mayor

The Palestine Wildcats Varsity Boys Soccer Team and Coach John Absalom were presented a Certificate of Recognition in recognition of finishing as State Semifinalists in the Class 4A Division I State Playoffs during the 2026 season.

3. Recognition of new Police Officers, Kendal Clowery, Ayden Coker, and Sergio Vega. Mark Harcrow, Police Chief

Police Chief Harcrow recognized new Police Officers Kendal Clowery, Ayden Coker, and Sergio Vega. Officer Clowery was pinned by her husband, Christopher Clowery; Officer Coker was pinned by his girlfriend, Hallie Armour; and Officer Vega was pinned by his wife, Roxanne Vega.

E. CONFLICT OF INTEREST DISCLOSURES

No action was taken regarding conflict of interest disclosures.

F. CITY MANAGER'S REPORT

City Manager Herrera provided clarification regarding the contract with the Palestine YMCA, stating that the City contracted with the YMCA for the prior swim season in the amount of \$65,000, during which time the YMCA retained all revenue. She further stated that, after the YMCA requested an additional \$50,000 to operate the pool for the 2026 season after the YMCA requested an additional \$50,000 to operate the pool for the 2026 season, the City voted to contract with a third-party provider. She clarified that the YMCA, not the City, canceled the agreement, which led to the City contracting with a third party. She also advised that records could be provided to support this information and mentioned the upcoming Family Fish Day on May 16.

City Manager Herrera informed Council that department directors were present to address Council questions regarding reports. The following departmental reports were provided:

1. February 2026 Tourism Monthly Report
2. March 2026 Development Services Monthly Report
3. March 2026 Financial Statement
4. March 2026 Fire Monthly Report
5. March 2026 Police Monthly Reports
6. March/April 2026 Economic Development Monthly Report

G. BOARD APPOINTMENTS

1. Consider appointment of Ruth Rodriguez to vacant Place 1 on the Parks Advisory Board, with a term to expire September 30, 2027. Mitchell Jordan, Mayor

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

Vote: 7 - 0 - Unanimously

H. CONSENT AGENDA

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

1. Consider approval of the minutes of the Work Session and Regular Meeting of April 13, 2026. April Jackson, City Secretary
2. Consider approval to declare the attached items as surplus and authorize their sale through an online auction. Andrew Sibai, Finance Director
3. Consider approval of the Fourth Amendment to the Performance Agreement between Palestine Economic Development Corporation, Texas Futura, LLC, and Lonestar Oil Tech, LLC. Christophe Trahan, EDC Director
4. Consider approval of a Community Development Grant Performance Agreement between Palestine Economic Development Corporation and Dogwood Arts Council, Inc., in an amount not to exceed \$40,000.00. Christophe Trahan, EDC Director

Motion by Council Member Kenneth Davidson, seconded by Council Member James Smith to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

I. **REGULAR AGENDA**

1. Discussion and possible action regarding renaming the pavilion at Larry Street Park in honor of former Council Member R.L. Linicomn. James Smith, Council Member

Motion by Mayor Mitchell Jordan, seconded by Council Member Kenneth Davidson to approve the item as presented.

Vote: 7 - 0 - Unanimously

2. Discussion and possible action regarding a request for a letter of support for the development of affordable housing on 19 lots in the Montrose Subdivision, Block 1, primarily located on Peach Tree Drive. Susan Davis, Development Services

Development Services Director Susan Davis reported that a request had been received for a formal letter of support for the development of affordable housing on 19 platted lots within the Montrose Subdivision. The proposed project included the construction of three-bedroom, two-bathroom single-family homes, each approximately 800 square feet.

The estimated monthly rent ranged from \$1,050 to \$1,100, which included a \$300 utility allowance factored into the rent calculation. Ms. Davis advised that the developer was seeking funding through the Texas General Land Office and that the letter of support was needed as part of the grant application process.

She also advised that, if awarded, the grant would include funding for public infrastructure improvements, as the subdivision had been platted but the roadway had not yet been constructed. The development was proposed to remain affordable housing for a period of 20 years, after which the developer may explore seller financing options for low-income families.

Ms. Davis also advised that the developer had requested consideration of development incentives, including the waiver of permit fees. Developer Sherri Sengsouvanha addressed the Council, provided additional details regarding the project, and responded to questions. She stated that the infrastructure improvements would be deeded to the City of Palestine for ongoing maintenance. She further stated that the application would be primarily owned by Anita Ruiz through A and A Investments Company, with Ms. Sengsouvanha participating as a partner through her own LLC.

Motion by Mayor Mitchell Jordan, seconded by Council Member Christopher Gibbs to approve the item as presented.

Vote: 7 - 0 - Unanimously

J. **ITEMS FROM COUNCIL**

Council Member Woodard spoke regarding the upcoming We Care Palestine Fundraiser at Reagan Park in support of Friendship House.

Council Member Davidson spoke regarding the passing of his brother and cousin and requested that everyone keep him and his family in prayer.

Council Member Smith expressed condolences to Council Member Davidson. He also spoke regarding Family Fish Day, an upcoming event at Wildcat Golf Course on July 15, and the cleanup of District 2.

Council Member Conner congratulated the new police officers and the student recipients of the

Certificates of Recognition and thanked members of the YMCA for addressing the Council.

Mayor Pro Tem Harmon spoke regarding the District 2 cleanup, thanked those who participated.

K. **MAYOR'S REPORT**

Mayor Jordan spoke regarding Mother's Day, the upcoming second Soap Box Derby and sponsorship opportunities, and upcoming Juneteenth events hosted by Community Mpact and the LEAD Organization.

L. **ADJOURNMENT**

With no other business to come before Council, the meeting was adjourned at 6:24 p.m.

PASSED AND APPROVED THIS 11TH DAY OF MAY 2026.

Mitchell W. Jordan, Mayor

ATTEST:

April Jackson, City Secretary



Agenda Date: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Resolution Adopting Revised Rules and Regulations for the City Pool at Steven Bennett Park
Date Submitted: 05/05/2026

SUMMARY:

The proposed revisions update the City Pool rules and regulations to incorporate additional safety and conduct requirements and clarify enforcement and operational standards.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Resolution

RESOLUTION NO. R- -26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, ADOPTING REVISED RULES AND REGULATIONS FOR THE CITY POOL AT STEVEN BENNETT PARK; AUTHORIZING IMPLEMENTATION AND ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palestine owns and operates the City Pool at Steven Bennett Park as a public facility for recreational, social, and wellness activities; and

WHEREAS, the City of Palestine has entered into an agreement with a third-party contractor to assist with the operation and management of the City pool; and

WHEREAS, the City Council finds it necessary to establish formal rules and regulations governing the use and operation of the City pool to promote safety, protect public health, and ensure the orderly and efficient use of the facility; and

WHEREAS, the City Council, pursuant to its authority under the City Charter and applicable law, is authorized to establish rules and regulations governing the use of City-owned facilities; and

WHEREAS, the City Council finds it necessary to adopt revised rules and regulations governing the use and operation of the City pool to promote safety, protect public health, and ensure the orderly and efficient use of the facility;

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

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

SECTION 2. The City Council hereby adopts the revised Rules and Regulations for the City Pool at Steven Bennett Park, attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 3. City staff and any authorized contractor or designee are authorized to implement and enforce the adopted rules and regulations. Any person who violates the rules may be subject to removal from the facility, suspension of privileges, or other lawful action as deemed appropriate to protect the safety and orderly operation of City Pool.

SECTION 4. The adopted rules and regulations shall be posted in a visible location at the City Pool and made available to the public.

SECTION 5. Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter such action not to be constructed to affect any other valid portion of this Resolution.

SECTION 6. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.

SECTION 7. This Resolution shall take effect immediately upon its passage and publication.

SECTION 8. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Palestine, Texas, on this the 11th day of May, 2026.

MITCHELL JORDAN,
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON,
CITY SECRETARY

REZZIN PULLUM,
CITY ATTORNEY

Rules and Regulations for City Pool at Steven Bennett Park

Supervision and Age Requirements

- Children 5 years of age and under must be in the water and within arm's reach of an adult (ages 16 or older) who is actively supervising.
- Children ages ~~6 through 11~~ 17 and under must have an adult present in the facility. Drop-offs are not permitted.
- Swimming is prohibited when lifeguards are not on duty.

Hygiene and Health Requirements

- All patrons must shower before entering the pool.
- Swim diapers are required for infants and toddlers.
- Individuals with open wounds, contagious illnesses, or diarrhea are not permitted in the pool.
- Diapers must be changed in designated restrooms only and not on the pool deck.
- Spitting, nose-blowing, and drinking pool water are prohibited.

Swimwear Requirements

- Proper swim attire is required.
- Swimwear must be appropriate for a family-oriented environment.
- Clothing such as denim, sports bras, and leggings is prohibited. Inappropriate or excessively revealing swimwear is not permitted.

Pool Conduct

- Running, rough play, wrestling, and excessive splashing are prohibited.
- Profanity or abusive language is prohibited.
- Public displays of affection are not permitted.
- Ladders are for entry and exit only. Hanging or playing on ladders, railings, or pool structures is not permitted.
- Patrons must keep off lane lines and ropes.
- Diving is permitted only in water that is 9 feet deep.
- Backflips, cartwheels, and other acrobatic activities off the pool edge are prohibited.
- Persons under the influence of alcohol or drugs are not permitted in the pool area.
- Alcohol, illegal drugs, and glass containers are prohibited in the pool area.
- Tobacco products, including vaping, are not permitted.
- Food, gum, snacks, and beverages are not permitted in the pool area. Water is allowed. Designated picnic areas outside the facility may be used for food and drinks.
- Bicycles, skateboards, and scooters are not permitted on the pool deck (ADA mobility devices are allowed).
- Breath-holding games and hyperventilation activities are prohibited.
- Unauthorized photography or video recording is prohibited.
- All patrons must follow lifeguard instructions at all times.

Flotation Devices

- Only U.S. Coast Guard-approved life jackets are permitted.
- Inflatable devices, including water wings, inner tubes, and baby floats, are not permitted.

Groups and Daycares

- Reservations are required in advance. Walk-ins are not permitted.
- Daycare participants must be 5 years of age or older, with a minimum ratio of one (1) adult per ~~seven~~ ten (710) children in the water. Refer to Texas Admin. Code § 748.3757
- All groups must comply with Texas HB 59 (effective September 1, 2023)
- ~~Requests for group use must be submitted at least one (1) week in advance.~~

Animals

- Only certified service animals are permitted on the pool deck.
- Service animals are not allowed in the water at any time.

Weather Safety

- The pool must be cleared during lightning or thunder and will remain closed for at least 30 minutes after the last occurrence.

Personal Property

- The City of Palestine is not responsible for lost, stolen, or damaged personal property.

Enforcement

- Individuals who violate these rules may be removed from the facility and/or have pool privileges suspended.
- City staff and authorized personnel may enforce additional rules as necessary to ensure the safety and enjoyment of all patrons.



Agenda Date: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Agreement with Equature for 911 Recording Software for the Police Department
Date Submitted: 05/05/2026

SUMMARY:

This agreement establishes a partnership between the City of Palestine and Equature to provide recording, communication, and related services for the Police Department, including installation, maintenance, and support. The agreement outlines the terms, pricing, service period, and responsibilities of both parties, with ETCOG covering the costs for the first year.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Agreement



PALESTINE POLICE DEPARTMENT/ EQUATURE RECORDING AND INTELLIGENCE PARTNERSHIP

Prepared for

Palestine Police Department

511 N John St
Palestine, TX 75801
United States

Equature

18311 W 10 Mile Road
Southfield, MI 48075

Kyle Colburn
kcolburn@equature.com

EXECUTIVE SUMMARY

Equature empowers organizations to enhance safety, performance, and operational intelligence through innovative communication and training technologies. Our solutions are designed to unify critical communication, streamline data management, and strengthen decision-making — all within a secure, scalable platform.

The Equature ecosystem includes advanced recording and incident replay, AI-driven analytics such as automated transcription, call summarization, tagging, and SmartScore AutoQA, and tools for interactive learning and workforce development like SmartSim and Apprentice. Equature also offers SmartAgent, an AI-powered voice assistant that helps organizations manage routine, non-emergency call volume by intelligently engaging callers, capturing relevant information, and delivering consistent, accurate responses — allowing staff to remain focused on higher-priority interactions.

Together, these capabilities provide a seamless environment for capturing, analyzing, automating, and improving every aspect of your team's communication and performance.

Each deployment is supported by Equature's 24×7×365 U.S.-based service team, ensuring reliability and success at every stage of the partnership. Whether implementing a new recording platform, expanding with communications intelligence, introducing AI-driven call handling with SmartAgent, or enhancing training and QA programs, Equature delivers proven technology and expert support focused on one mission — helping you perform at your best when it matters most.

SOLUTION & PARTNERSHIP OVERVIEW

Solution & Partnership Overview

Equature provides a comprehensive communications intelligence ecosystem designed to improve operational efficiency, enhance decision-making, and strengthen organizational performance. Our integrated suite of solutions includes recording, analytics, training, and field connectivity—each built to help teams capture, understand, and act on information in real time.

Unified Technology Platform

- **Recording & Replay:** Reliable capture of 911, radio, and administrative audio with secure, tamper-evident storage and intuitive retrieval tools.
- **AI-Driven Intelligence:** Automated transcription, call summarization, tagging, and SmartScore AutoQA deliver actionable insight without manual review. Equature also offers SmartAgent, an AI-powered voice assistant that helps manage routine, non-emergency call volume by intelligently engaging callers, capturing relevant information, and providing consistent, accurate responses—allowing call-takers and dispatchers to stay focused on higher-priority incidents.
- **Training & Simulation:** SmartSim and Apprentice platforms provide scenario-based learning and QA-driven improvement opportunities for dispatchers and supervisors.
- **Field Collaboration:** Equature Connect enables secure sharing of live audio, video, and GPS data between the field and command center.

Commitment to Partnership

Every deployment is backed by Equature's White Glove Service, ensuring a seamless experience from installation through ongoing system optimization. Our 24x7x365 U.S.-based support team provides continuous monitoring, proactive assistance, and regular software updates to maintain reliability and performance throughout the system's lifecycle.

Program Benefits

Choosing Equature delivers lasting operational and organizational value:

- **Efficiency:** Reduce time spent on manual reviews, improve quality assurance workflows, and alleviate routine call handling through AI-assisted automation.
- **Transparency:** Centralized, searchable data enhances accountability and reporting.
- **Future Readiness:** Scalable platform designed to support next-generation AI capabilities, including intelligent call handling, analytics, and integrations.
- **Cost Stability:** Multi-year partnership options lock in pricing and eliminate unplanned expenses.

Equature's goal is simple—to serve as a trusted technology partner, ensuring your agency or organization operates more efficiently, communicates more effectively, and performs at its highest level when it matters most.

#20260121-162531346

PRICING

Issued
January 21, 2026
Expires
March 21, 2026

Item ID	Products & Services	Billing Frequency	Term in Months	Quantity
Items due now				
EQ-INST	Installation			1
EQADVSRVR	Equature Advanced Server			1

Item ID	Products & Services	Billing Frequency	Term in Months	Quantity
EQCORE	Equature Core License			1
EQLD809-EH	8 Port Analog Card			1
EQA001	Analog Voice License			8
EQV001	VoIP License			6
EQANI	ANI/ALI Capture License			1
EQTXT001	Text-to-911 Capture License			3
EQCI-T3	Communications Intelligence - Tier 3 EQT3: Transcription, Summaries, Call Classifications & SmartScore AutoQA	Annually	120	3
SRTSIM-T1	SmartSim - Tier 1 100 Calls/Month	Annually	60	1
Items due later				
M/A Recorders	Maintenance	Annually	48	1
Payment starts: 12 months after initial payment				

Item ID	Products & Services	Billing Frequency	Term in Months	Quantity
EQ-INST	Installation (2nd Term)			1
	Payment due: 60 months after initial payment			
EQADVSRVR	Equature Advanced Server (2nd Term)			1
	Payment due: 60 months after initial payment			
EQCORE	Equature Core License (2nd Term)			1
	Payment due: 60 months after initial payment			
EQLD809-EH	8 Port Analog Card (2nd Term)			1
	Payment due: 60 months after initial payment			
EQA001	Analog Voice License (2nd Term)			8
	Payment due: 60 months after initial payment			
EQV001	VoIP License (2nd Term)			6

Item ID	Products & Services	Billing Frequency	Term in Months	Quantity
Payment due: 60 months after initial payment				
EQANI	ANI/ALI Capture License (2nd Term)			1
Payment due: 60 months after initial payment				
EQTXT001	Text-to-911 Capture License (2nd Term)			3
Payment due: 60 months after initial payment				
M/A Recorders	Maintenance (2nd Term)	Annually	48	1
Payment starts: 72 months after initial payment				
Annual subtotal			\$3,600.00	
One-time subtotal			\$23,397.60	
			after \$2,266.40 discount	
Due now			\$26,997.60	

Future Payments Summary

Item	Payment
Maintenance	\$3,852.88 / year starting 12 months after initial payment for 4 payments
Maintenance (2nd Term)	\$3,852.88 / year starting 72 months after initial payment for 4 payments

TERMS OF AGREEMENT

First (1st) Term Payment Schedule

Year 1 - \$26,997.60

Years 2-5 - \$7,452.88

Second (2nd) Term Payment Schedule

Year 6 - \$26,397.60

Years 7-10 - \$6,852.88

SmartSim -Tier 1 (SRTSIM-T1) pricing only valid for First (1st) term of Master Services Agreement.

The term of this Master Service Agreement shall be for ten (10) years from the effective date. The CUSTOMER has the option to terminate the agreement without penalty for non-appropriation of funding or after the initial five (5) years by providing the written notice to the PROVIDER no later than ninety (90) days prior to the end of the fifth (5th) year. If no such notice is given, the Master Service Agreement will continue automatically for the remainder of the ten (10) year term under the same terms and conditions.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into by and between Equature (hereinafter the "PROVIDER") and the above-designated entity

(hereinafter the "CUSTOMER"). Upon acceptance of this Agreement by an authorized officer of the PROVIDER, this Agreement governs all products and services purchased by the CUSTOMER from the PROVIDER.

The pricing, term, and scope of products and services are set forth in QUOTE Reference No. 20260121-162531346 (hereinafter the "QUOTE"). The QUOTE, including all referenced exhibits, is incorporated herein by reference and, together with this Agreement, forms the entire agreement between the parties.

1. DEFINITIONS

For purposes of this Agreement:

- **Hardware:** Servers, components, appliances, recording interfaces, workstations, or other physical equipment furnished by the PROVIDER.
- **Installed Software:** Software installed on CUSTOMER-owned or PROVIDER-provided hardware, including Equature ViewPoint, media management tools, and other on-premises modules.
- **Cloud Services:** Hosted or cloud-delivered services operated and maintained by the PROVIDER, including web portals, cloud-hosted software instances, and the Nexus Cloud platform where AI Services are performed and results are delivered to the CUSTOMER's environment.
- **AI Services:** Automated or machine-learning-based services that analyze or produce outputs such as transcription, summarization, classifications, call classifications, summaries, AutoQA evaluations, intent detection, automated call handling, and SmartSim.
- **Maintenance Services:** Services provided to ensure proper functioning of Hardware and Installed Software, including support, updates, and diagnosis, as defined in the QUOTE.
- **Professional Services:** Implementation, installation, training, configuration, integration, or consulting work performed by the PROVIDER.
- **Data:** Any CUSTOMER recordings, logs, transcripts, metadata, or other information generated or collected through the use of PROVIDER products or services.
- **Anonymized Data:** Data processed so that PII, PHI, and other sensitive information is removed or obscured in compliance with applicable laws such that no individual, entity, or CUSTOMER can reasonably be identified.
- **Permitted Purposes:** PROVIDER's internal business purposes, including product improvement, research, development, machine-learning training, statistical analysis, and aggregated reporting.

2. SCOPE AND TERM

The PROVIDER agrees to furnish to the CUSTOMER maintenance, service, and other products and services in accordance with the details outlined in the applicable QUOTE.

The PROVIDER agrees to provide turn-key services as outlined in the QUOTE, including all required hardware, software, maintenance, support, warranty, and monitoring, as applicable.

The term of this Agreement, including any renewal or extension provisions, shall be as stated in the applicable QUOTE and governed by the terms therein. In the event of conflict between the QUOTE and this Agreement, the QUOTE shall govern.

2.1 Trial Period

Where explicitly designated in the QUOTE, the PROVIDER may offer a trial period for Cloud Services or AI Services to allow the CUSTOMER to evaluate functionality prior to full commitment.

Trial Terms:

- The trial period duration, scope of services, data limits, and user access shall be specified in the QUOTE.
- Trial services are provided "as is" without warranty of any kind, express or implied.
- The PROVIDER may suspend or terminate trial access at any time without notice or liability.
- The CUSTOMER agrees not to use trial services for production, live emergency call handling, or mission-critical operations.

Data and Conversion:

- Data created during the trial may be retained for up to thirty (30) days following trial conclusion.
- If the CUSTOMER converts to a paid agreement within thirty (30) days of trial completion, trial data will be migrated to the production environment at no additional cost.
- If the CUSTOMER does not convert within thirty (30) days, all trial data will be permanently deleted unless otherwise agreed in writing.

No Payment Obligation:

- Unless otherwise stated in the QUOTE, trial services are provided at no charge.
- The CUSTOMER is not obligated to purchase services following trial completion.
- Standard payment terms apply upon conversion to a paid agreement as specified in the QUOTE.

Confidentiality:

- Trial services are considered Confidential Information of the PROVIDER.
- The CUSTOMER agrees not to disclose trial results, performance metrics, or service capabilities to third parties without the PROVIDER's prior written consent.

3. CUSTOMER RESPONSIBILITIES

The CUSTOMER agrees to:

- Provide required information, access credentials, network configuration details, and other dependencies identified by the PROVIDER.
- Coordinate required third-party vendors (telephony carriers, PBX vendors, CAD vendors, radio vendors, IT providers) to support installation and ongoing services.
- Maintain suitable network, power, and environmental conditions for proper operation of Hardware, Installed Software, Cloud Services, and AI Services.
- Not route live emergency or life-safety calls to AI Services for primary call handling unless explicitly stated in the QUOTE and approved in writing by the PROVIDER.
- Notify the PROVIDER of material changes to infrastructure, telephony routing, or workflows that may affect the services.

Failure to meet these responsibilities may result in delays or incomplete installation. The PROVIDER may charge additional fees for subsequent visits or rescheduling, communicated in advance and payable under the Payment Terms.

4. PAYMENT TERMS

4.1 Invoicing

The CUSTOMER shall make payments in accordance with the schedule and amounts specified in the QUOTE. Unless a written payment schedule is expressly attached to and incorporated into the QUOTE, all invoices are due within fifteen (15) days of receipt of the invoice (Net 15). Any attached payment schedule shall govern solely with respect to the invoices covered by that schedule.

4.2 Cure Period and Suspension

If payment is not received by its due date, the PROVIDER will issue a written notice specifying the overdue amount. The CUSTOMER shall have a thirty (30) day cure period from the original due date to remit payment. If payment remains overdue beyond the cure period, the PROVIDER may suspend services until the balance is paid in full. Suspension does not relieve the CUSTOMER of obligations or limit the PROVIDER's other rights or remedies.

4.3 Expired Maintenance / Time-and-Materials

Failure to renew maintenance or this Agreement will result in the CUSTOMER forfeiting priority support status. All service and support will transition to a time-and-materials billing structure at the PROVIDER's prevailing hourly rates. Before initiating any analysis, troubleshooting, training, or other activities in this mode, the PROVIDER will provide an estimate and require a purchase order or written authorization from the CUSTOMER. Time-and-materials work will be handled on a first-come, first-served basis, with priority given to customers with active maintenance agreements. Renewal options may include multi-year or one-year agreements as stated in the QUOTE.

5. CLOUD SERVICES AND AI SERVICES

5.1 Cloud Services

The PROVIDER will use commercially reasonable efforts to maintain availability of Cloud Services. No specific uptime guarantee applies unless explicitly stated in the QUOTE. The CUSTOMER is responsible for internet access, carrier routing, network infrastructure, firewall rules, and any third-party systems required for Cloud Services. Temporary interruptions for maintenance, hosting provider outages, or network issues do not constitute a breach.

5.2 AI Services

AI Services use probabilistic models and may occasionally generate incorrect or incomplete outputs. The PROVIDER does not warrant the accuracy, completeness, or appropriateness of AI-generated results. AI Services are designed to support emergency services operations through post-call analysis, transcription, quality assurance, and operational insights. AI Services are not intended to handle live emergency or life-safety calls directly unless explicitly stated in the QUOTE and approved in writing by the PROVIDER. The CUSTOMER shall not route live emergency calls to AI Services for primary call handling without such written authorization. Subject to the Limitation of Liability section, the PROVIDER is not liable for decisions or actions taken in reliance on AI outputs except in cases of gross negligence or willful misconduct.

6. MAINTENANCE, SUPPORT, AND PROFESSIONAL SERVICES

6.1 Maintenance Agreement Charge / Coverage

Where maintenance is purchased, the annual payment includes labor, parts, and support services required for proper functioning of the hardware and software, and upgrades to the Equature software version. It does not include:

- Hardware upgrades
- Operating system upgrades or updates
- Consumable supplies or external factors outside the PROVIDER's control

The PROVIDER will furnish maintenance, technical support, and service for the recording system under this Agreement. Support includes hardware, software, interfaces, and custom integrations explicitly agreed to as part of the QUOTE. It does not extend to custom integrations developed separately from the original agreement.

6.2 Exclusions and Additional Charges

Maintenance Services do not include:

- Repairs necessitated by unauthorized modifications or misuse
- Onsite support for CUSTOMER-requested changes outside the QUOTE
- Third-party telephony, carrier, PBX, CAD, or radio issues
- Microsoft Windows hot fixes, updates, and service packs
- Anti-virus, anti-malware, and anti-spyware software (assistance may be offered at cost and at the PROVIDER's discretion)
- Hardware upgrades unless purchased separately

The PROVIDER is not responsible for any data loss, service interruption, or system malfunction caused by factors outside its control, including but not limited to:

- Acts of God (natural disasters, terrorist attacks, war)
- Malicious attacks (hacking, ransomware, data breaches)
- Customer infrastructure failures (network outages, switches, firewalls, servers not provided by the PROVIDER, telephony carrier or PBX issues, radio console failures, CAD/RMS system issues)
- Environmental conditions (power outages, electrical surges, insufficient HVAC, water damage, improper physical handling of equipment)
- Customer or third-party actions (unauthorized configuration changes, network modifications, software updates, equipment relocation, user error)
- Third-party software or operating system updates (Windows patches, antivirus quarantines, firmware updates, database utilities)
- Hardware failures not caused by PROVIDER negligence (normal component wear, drive failures, RAID failures)

The PROVIDER will provide support and assistance with troubleshooting these issues, but the PROVIDER is not liable for resulting data loss, delays, or damages. Related work may be billable if outside the QUOTE or maintenance coverage.

Additional charges apply only where explicitly excluded, and only after the PROVIDER issues a written estimate and receives prior written approval from the CUSTOMER. No billable work will commence without such approval.

6.3 Technical Support, Monitoring, and Process

The PROVIDER provides 24/7/365 technical support by phone at 888-305-3428 and email at support@equature.com. Upon notification of a malfunction, the PROVIDER assigns a service technician. The CUSTOMER shall provide necessary access, including passwords used in normal operation. Remote troubleshooting is attempted first; if unsuccessful, onsite support may be dispatched and may be billable if due to CUSTOMER or third-party causes.

The PROVIDER monitors systems in real time and responds to alerts based on severity: critical failures are addressed immediately, high-priority failures by the next business day, and standard failures within two business days. Issues are reported by the CUSTOMER via phone or email, assigned a severity level, and escalated to engineering or vendors as needed. Status updates are provided, and onsite visits are scheduled if required. If support personnel cannot resolve an issue within a reasonable time, the PROVIDER will escalate to its Engineering Department or appropriate vendor.

6.4 Professional Services

Professional Services (implementation, installation, configuration, training, migration, consulting) are performed in accordance with the QUOTE. If a visit cannot be completed due to CUSTOMER readiness issues (including unavailable access, credentials, or vendors), the PROVIDER may charge additional fees for subsequent visits or rescheduling, communicated in advance and payable under the Payment Terms.

7. DATA RETENTION POLICY

The PROVIDER shall maintain CUSTOMER data stored on the Equature system for up to five (5) years, including recordings, logs, metadata, and related files retained on PROVIDER's servers or associated storage.

Upon implementation of new hardware or replacement systems, the PROVIDER will migrate up to five (5) years of existing data from the previous system to the new system at no additional cost.

If the CUSTOMER requires data retention beyond five (5) years, a separate Data Archive Plan must be established. This plan may include additional costs for long-term storage, retrieval, or restoration, as defined by the PROVIDER's options at the time of request.

The PROVIDER is not responsible for maintaining or restoring data beyond the defined five-year retention period unless covered under an active Data Archive Plan. The CUSTOMER is responsible for identifying data requiring extended retention or archival.

8. USE OF ANONYMIZED DATA

The CUSTOMER grants the PROVIDER a non-exclusive, royalty-free, worldwide, perpetual license to collect, process, anonymize, store, and use Anonymized Data for the Permitted Purposes, subject to the CUSTOMER's opt-out right.

The PROVIDER will handle Data and Anonymized Data in accordance with applicable laws, including HIPAA, GDPR, and relevant state privacy laws, and will use industry-standard techniques (redaction, aggregation, pseudonymization, de-identification) so Anonymized Data cannot reasonably be used to identify the CUSTOMER, its personnel, or individuals involved in recorded communications. The PROVIDER will not attempt to re-identify Anonymized Data or combine it with other data for that purpose.

The CUSTOMER may opt out at any time by written notice to info@equature.com or through any administrative interface provided. Upon receipt, the PROVIDER will cease further use of CUSTOMER Data for anonymization and Permitted Purposes on a going-forward basis. Anonymized Data created before opt-out may continue to be used only in aggregated and non-attributable form. Opting out does not affect the validity of this Agreement or the CUSTOMER's payment obligations, and does not entitle the CUSTOMER to any refund or fee reduction.

The CUSTOMER retains all ownership rights in original Data. The PROVIDER will treat Data, prior to anonymization, as Confidential Information and will not disclose it to third parties without the CUSTOMER's prior written consent, except as required by law. Ownership of Anonymized Data belongs to the PROVIDER, subject to the restrictions in this Agreement.

The PROVIDER will maintain records of anonymization processes and use of Anonymized Data for three (3) years following termination. Upon reasonable request and at the CUSTOMER's expense, the PROVIDER will permit the CUSTOMER or its designated auditor to review such records once per calendar year to verify compliance, in a manner that does not unduly interfere with the PROVIDER's operations. This section survives termination or expiration.

9. WARRANTY

The PROVIDER warrants that all hardware and installed software provided will be free from defects in materials and workmanship during the warranty period defined in the applicable QUOTE, provided that (a) the CUSTOMER maintains an active Maintenance Services plan, and (b) the hardware is within five (5) years of the system's original installation or initial acceptance date, whichever occurs first. During such warranty period, the PROVIDER will repair or replace defective components at no additional cost to the CUSTOMER.

Cloud Services and AI Services are provided using commercially reasonable efforts and otherwise on an "as is" basis, except as expressly stated in this Agreement or the QUOTE. The PROVIDER does not warrant that Cloud Services or AI Services

will be error-free or uninterrupted, or that outputs will be accurate, complete, or suitable for any particular purpose.

Except as expressly set forth in this Agreement, the PROVIDER disclaims all other warranties, express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

10. MATERIAL BREACH, TERMINATION, AND FORCE MAJEURE

In the event of a material breach, the non-breaching party shall provide written notice specifying the breach and a ninety (90) day cure period. If the breach is not remedied within that period, the non-breaching party may terminate this Agreement with immediate effect. Upon such termination, the non-breaching party is relieved of further obligations except for accrued rights and remedies.

Early termination by the CUSTOMER (where permitted) results in: (a) payment of all amounts accrued through the termination date; (b) a prorated penalty based on the remaining contract term and services rendered as specified in the QUOTE; and (c) an additional termination penalty equal to fifty percent (50%) of the total remaining contract value, except where termination is due to the PROVIDER's material breach.

Neither party is liable or deemed in default for delay or failure in performance or interruption of service resulting from events beyond its reasonable control, including acts of God, acts of government, war, national emergency, accidents, fires, riots, strikes, labor disputes, pandemics, damage to or delay of equipment in transit, or failures of carriers, hosting providers, or other third-party infrastructure.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Each party will protect the other's Confidential Information with at least the same degree of care it uses for its own similar information, and not less than reasonable care. Confidential Information may be used only to perform this Agreement and disclosed only to personnel or contractors with a need to know and equivalent confidentiality obligations. These obligations do not apply to information that is public through no fault of the receiving party, received lawfully from a third party, independently developed, or required to be disclosed by law (with prompt notice where permitted).

As between the parties, the PROVIDER retains all right, title, and interest in and to Hardware designs, Installed Software, Cloud Services, AI Services, documentation, and related intellectual property, including enhancements developed while performing this Agreement. The CUSTOMER retains all right, title, and interest in and to its Data. No IP is assigned under this Agreement. The PROVIDER grants the CUSTOMER a non-exclusive, non-transferable (except as permitted under Assignment) license to use the products and services identified in the QUOTE for

the CUSTOMER's internal business purposes during the applicable term, subject to this Agreement.

12. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- Neither party is liable for incidental, indirect, punitive, special, or consequential damages, including lost profits, lost data, or business interruption, even if advised of their possibility.
- The PROVIDER's total aggregate liability arising out of or related to this Agreement shall not exceed the fees paid by the CUSTOMER under the applicable QUOTE during the twelve (12) months preceding the event giving rise to the claim.
- The PROVIDER is not liable for telephony carrier issues, network outages, improper routing, third-party system failures, or CUSTOMER misconfigurations.

These limitations apply to all theories of liability except for amounts that are required to be paid (e.g., unpaid fees) or where liability cannot be limited by law.

13. ASSIGNMENT, GOVERNING LAW, SURVIVAL, ENTIRE AGREEMENT

This Agreement may not be assigned, transferred, sublet, or pledged by either party without the other's written consent, except to an affiliate under common control or a successor by merger or acquisition that assumes all obligations.

This Agreement is governed by and construed in accordance with the laws of the State of Michigan, exclusive of its conflict of law rules.

All obligations accrued but unfulfilled prior to expiration or termination, and provisions relating to payment, data rights, anonymized data, confidentiality, limitation of liability, and dispute-related rights, shall survive expiration or termination.

This Agreement, together with any incorporated QUOTES and exhibits, constitutes the entire agreement between the CUSTOMER and the PROVIDER and supersedes all prior proposals, agreements, commitments, or representations, whether oral or written, with respect to the PROVIDER's services.

ACCEPTANCE

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Print



Agenda Date: May 11, 2026

To: City Council

From: April Jackson, City Secretary

Agenda Item: Amendment to Appendix B Fee Schedule Related to Swimming Pool Admission Fees

Date Submitted: 05/05/2026

SUMMARY:

Consider approval of an ordinance amending Appendix B Fee Schedule to the Code of Ordinances related to swimming pool admission fees. The proposed amendment to Appendix B Fee Schedule of the Code of Ordinances would revise the admission fee for daycare groups at the City pool. The current rate of \$2 per child per visit is proposed to be reduced to \$1 per child per visit.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Ordinance

ORDINANCE NO. O- -26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AMENDING APPENDIX B FEE SCHEDULE TO THE CODE OF ORDINANCES RELATED TO SWIMMING POOL ADMISSION FEES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palestine, Texas, has previously adopted the Appendix B Fee Schedule to the Code of Ordinances to establish fees for various City services; and

WHEREAS, the City Council desires to amend Appendix B to update swimming pool admission fees for the City Pool for Steven Bennett Park; and

WHEREAS, the City Council finds that updating such fees is necessary to support the continued operation, maintenance, and sustainability of the City pool.

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

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

SECTION 2 The Appendix B, Fee Schedule of the Code of Ordinances, City of Palestine, Texas, is hereby amended as follows:

Swimming Pool Admission Fees:	
Season Pass (maximum of covering up to five (5) individuals)	\$60.00 per season
Replacement of lost and/or stolen Resident Family Pass	\$60.00
Daily Admission (gate fee)	\$5.00 per person
Discounted Admission	\$2.00 for seniors and veterans
Daycare Rate	\$2.00 1.00 per child, per visit, inclusive of accompanying adults

SECTION 3 The Appendix B Fee Schedule, as amended, shall apply to all services provided to residential and commercial users within the corporate limits and extraterritorial jurisdiction of the City.

SECTION 4 All Ordinances or parts of Ordinances in conflict herewith are repealed to the extent of conflict only.

SECTION 5

If any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction such holdings shall not affect the validity of the remaining portions of this Ordinance and the City Council of the City of Palestine, Texas hereby declares it would have enacted such remaining portions despite such invalidity.

SECTION 6

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

SECTION 7.

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on the 11th day of May 2026.

MITCHELL JORDAN,
MAYOR

ATTEST:

APPROVED AS TO FORM:

APRIL JACKSON,
CITY SECRETARY

REZZIN PULLUM,
CITY ATTORNEY



Agenda Date: May 11, 2026
To: City Council
From: Cassie Ham, Tourism Marketing Manager
Agenda Item: Arts & Cultural Enhancement Project Grant for Palestine ISD
Date Submitted: 05/01/2026

SUMMARY:

On April 28, 2026, the Tourism Advisory Board voted to approve a proposal for funding for Hotel Occupancy Tax funding for Palestine ISD in an amount not to exceed \$7181.77 for improvements to the PHS auditorium as an Arts and Cultural Enhancement project to be completed prior to September 30, 2026. The auditorium serves as the performance venue for several tourism driving event each year. The board voted to approve the grant applications unanimously.

Currently, the Arts & Culture Projects account has an available balance of approximately \$32,000 for the current fiscal year, to expire on September 30.

RECOMMENDED ACTION:

Staff recommends approving the item as presented.

CITY MANAGER APPROVAL:

Attachments

PISD Funding Agreement - May 2026

PISD Arts & Culture Proposal - May 2026

STATE OF TEXAS

COUNTY OF ANDERSON

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

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

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

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

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

WHEREAS, the City Council of the City of Palestine desires to provide Hotel Occupancy Tax revenues to PALESTINE INDEPENDENT SCHOOL DISTRICT (ORGANIZATION) in accordance with Hotel Occupancy Tax Funding.

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

GENERAL PROVISIONS

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

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

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

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

Section 4. Authorization of Payment. Subject to the ORGANIZATION's satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION up to \$7,181.77. Payment will typically be made within forty-five (45) days of approval of the ORGANIZATION's completed report, but in some cases may be delayed due to administrative circumstances. The applicant agrees to repay or forfeit HOT funds if the applicant does not comply with this AGREEMENT or with other applicable state or local laws.

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

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

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

Section 7. Term. The AGREEMENT is for a one-time award. This Agreement shall become effective as of May 11, 2026 and shall terminate once the terms of this AGREEMENT have been met, or on September 30, 2026, whichever occurs first. The terms will not be extended beyond the fiscal year ending September 30, 2026.

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

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

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

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

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

to the ORGANIZATION at:
Palestine Independent School District Attention: Rhonda Harrington
1007 E. PARK AVE.
PALESTINE, TEXAS 75801
903-724-8515

MISCELLANEOUS

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

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

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

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

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

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

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

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

IN WITNESS HEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this 11th day of MAY 2026.

CITY OF PALESTINE, TEXAS

Mitchell Jordan, Mayor

ATTEST:

April Jackson, City Secretary

Organization

PALESTINE INDEPENDENT SCHOOL DISTRICT

PROPOSAL

Tourism Advisory Board

Palestine Independent School District's High School Auditorium has become the main and an important facility for our community. It has been accessible to all and there are groups in our community that depend on this facility.

When the PHS auditorium was built it was not planned to be a community hub for events. Since the Civic Center was closed we have become this hub, there is no other facility that can or will host community and outside events and we are meeting their needs.

Palestine ISD has also done its due diligence by bringing outside events to our community. They also do not coincide with another event that is happening in our community. These have and will benefit our community, currently and in the future.

This past year we have hosted:

- Dogwood Jamboree – 4 times
- Anderson County Community Chorus -2 times a year
- The Dance Effect Competition (moved from Tyler) – Every February (3 day event)
- Synergy Dance Competition (moved from Tyler) – Every March (3 day event)
- Juneteenth Pageant
- The Academy of Dance Recital
- New Creations Dance Recital
- Just For the Love of Dance Recital
- TVCC Cardette Dance Showcase
- UIL District One Act Play Competition
- Palestine Jr Service League Theatre show for Area school Children
- Area Church Revivals
- Presentation for area schools
- Provide facility for other area school districts events

The school district has ensured a safe and comfortable environment for these events. The district has made sure that the upkeep of the facility still looks as good as first built. But after replacing all the lighting to LED lighting and we are planning on replacing the fixed lighting in the auditorium to LED's this year. District also just replaced 2 large amplifiers for the main speakers in the auditorium

Rhonda Herrington
Palestine Independent School District
Fine Arts Director
903-724-8515

QUOTE

ITEM	DESCRIPTION	QUANTITY	PRICE	TOTAL
Cables (Amazon)	XLR 50 ft Cables (2 Pack)	3	\$36.99	\$73.98
Cables (Amazon)	Instrument Cables 15ft (2Pack)	2	\$20.39	\$40.78
Cables (Amazon)	10ft Speakon to 1/4" Speaker Cables	2	\$23.99	\$47.98
Cables (Amazon)	1/4" speaker cables 25ft	2	\$32.99	\$65.98
Cables (Amazon)	1/4" speaker cables 10ft	2	\$21.99	\$43.98
Seat Signs (Amazon)	Buryeah 24 pcs Reserved Seating Signs	2	\$44.99	\$89.98
Floor Mics (Sweetwater)	Audio-Technica Unidirectional Boundary Mic	4	\$129.00	\$516.00
Battery Station (Amazon)	Ostation 2 Pro 3 in 1 Smart Battery Charger	1	\$179.00	\$179.00
Batteries (Amazon)	Rechargeable Batteries AA	1	27.19	
Wireless Communication (Sweetwater)	Wireless Communication 8 System	1	\$5,407.00	\$5,407.00
Tables (Amazon)	4ft Narrow Folding Tables for Dance Competitions (Judges) (Black)	5	\$62.99	\$314.95
Folding Desk (Amazon)	Standing Desk Laptop for OAP Competitions (Judges) (Black)	5	\$74.99	\$374.95
TOTAL				\$7,181.77

JUSTIFICATIONS

The requested materials are essential for maintaining a safe, functional, and high-quality auditorium environment that supports performances, competitions, assemblies, and community events. Many of the current systems and equipment have become worn, outdated, or unreliable after years of consistent use. Replacing and upgrading these items will ensure that the auditorium can continue to serve as a central hub for our school activities,, creativity, and community engagement.

CABLES: The auditorium’s audio and technical systems rely on a network of cables that connect microphones, speakers, lighting, and control equipment. Many of the existing cables are aging, worn, or no longer functioning reliably due to years of continuous use during school performances, assemblies, and community events. Deteriorating cables can cause sound loss, static interference, and equipment failure, which disrupts performances and limits the effectiveness of presentations.

RESERVED SIGNS: Reserved seat signs are needed to help ensure organized and equitable seating during auditorium events such as performances, ceremonies, guest presentations, and community programs. Clear and visible reserved seating signage allows staff to appropriately designate seating areas for participants, guests, individuals with accessibility needs, and special invitees without confusion or disruption.

Currently, the lack of durable and consistent reserved seat signage makes it difficult to manage seating efficiently, often requiring staff to verbally direct attendees or temporarily mark seats in ways that are not easily visible.

FLOOR MICS: Floor microphones are essential for capturing clear, balanced audio during performances and presentations held in the auditorium. Many events—such as choir concerts, theatrical productions, student performances, and guest speakers—require microphones that can pick up sound from multiple performers without restricting movement. Floor microphones allow performers to project naturally while ensuring their voices and instruments are clearly heard throughout the auditorium.

Investing in floor microphones will allow the auditorium to better accommodate a wide range of school and community events while providing students the opportunity to perform in a setting with professional-quality sound support.

RECHARABLE BATTERY STATION: A rechargeable battery station and rechargeable batteries are needed to support the reliable operation of the auditorium’s microphones and audio equipment. Wireless microphones and other technical equipment used during performances, assemblies, and

presentations require a consistent power source to function properly. Currently, frequent battery replacement can lead to interruptions during events and creates ongoing supply costs.

Providing a rechargeable battery station with dedicated rechargeable batteries will ensure that equipment is always powered and ready for use. This system allows staff to quickly recharge and rotate batteries between events, reducing downtime and preventing disruptions during performances and presentations.

WIRELESS COMMUNICATIONS SYSTEM: The auditorium's current wireless communication system is worn out and no longer provides reliable support for productions and events. Years of regular use have resulted in equipment that frequently experiences connectivity issues, weak signals, and inconsistent audio communication between the stage, backstage crew, and technical booth. These limitations make it difficult to coordinate cues, lighting changes, sound adjustments, and scene transitions effectively during live events. Reliable communication is essential for maintaining smooth event flow, ensuring safety backstage, and supporting high-quality productions.¹¹

JUDGES TABLES/DESKS: During performances, competitions, and special programs, judges and directors require a stable and clearly designated workspace to review materials, take notes, complete scoring sheets, and manage event logistics. Designated workspaces will enhance the overall professionalism of auditorium events, particularly during performances, competitions, and fine arts programs that involve guest judges or visiting directors. This addition will help ensure that events run smoothly while supporting the educational experiences of students participating in performances and presentations.



Music Instruments & Pro Audio

5501 US HWY 30 W
Fort Wayne, IN 46818
(800) 222-4700
Sweetwater.com

Quote Number 11621324

Quote Date 4/13/26

Customer Number 5788510

Quote To: Accounts Payable
Palestine Independent School District
1007 E. Park Avenue
Palestine, TX 75801

Ship to: Accounts Payable
Palestine Independent School District
1007 E. Park Avenue
Palestine, TX 75801

Qty.	Item	Description	Your Price	Total
4	Pro44	Audio-Technica Unidirectional Boundary Mic	\$129.00	\$516.00
		Tax Exempt Certificate		

Subtotal:	\$516.00
Shipping & Handling:	\$0.00
Tax:	\$0.00
Total:	\$516.00

Your Sales Engineer is Ryan Murphy:

I really appreciate your business! Thank you for the opportunity.

If you ever have any questions or concerns, please do not hesitate to contact me at (800) 222-4700 x1256 or ryan_murphy@sweetwater.com.

24-hour support is also available at Sweetwater.com/SweetCare, or with our in-house SweetCare Center by phone at (800) 222-4700 (M - F 9am - 6pm, Sat 9am - 5pm).

Sweetwater's Return Guidelines:

It's our goal to earn your trust and create a relationship with you for the long term by standing behind what we sell. We promise to deal with you fairly and reasonably; we hope you will be fair and reasonable with us as well. So, if for some reason you are not satisfied with your purchase, we will gladly accept your timely return of eligible items.

To make a return, simply contact your Sales Engineer to start the process.

For additional information on returns, please visit Sweetwater.com/help.



Music Instruments & Pro Audio

5501 US HWY 30 W
Fort Wayne, IN 46818
(800) 222-4700
Sweetwater.com

Quote Number 11642865
Quote Date 4/20/26
Delivery Method FedEx Ground (Business)
Customer Number 5788510

Quote To: Accounts Payable
Palestine Independent School District
1007 E. Park Avenue
Palestine, TX 75801

Ship to: Accounts Payable
Palestine Independent School District
1007 E. Park Avenue
Palestine, TX 75801

Qty.	Item	Description	Your Price	Total
1	LKS3	Listen Technologies ListenTALK Collabor-8 System	\$5,407.00	\$5,407.00
		Terms: Net 30 Days		
		Tax Exempt Certificate		

Subtotal:	\$5,407.00
Shipping & Handling:	\$104.64
Free Shipping Promo:	-\$104.64
Tax:	\$0.00
Total:	\$5,407.00

Your Sales Engineer Is Ryan Murphy:

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If you ever have any questions or concerns, please do not hesitate to contact me at (800) 222-4700 x1256 or ryan_murphy@sweetwater.com.

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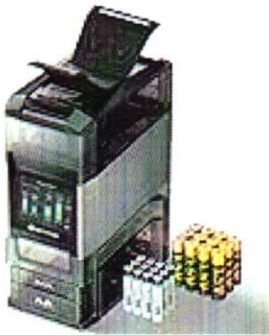
AMAZON Shopping Cart



\$27.19



BONAI Rechargeable AA Batteries High-Capacity 2800mAh, Recharge up to 1200x Times, NiMH Battery Low Self Discharge Pre-Charge Double AA Battery 24 Count
BONAI Rechargeable AA Batteries High-Capacity 2800mAh, Recharge up to 1200x Times, NiMH Battery Low Self Discharge Pre-Charge Double AA B...



\$179.99



Ostation 2 Pro 3-in-1 Smart Battery Charger with 12 pcs AA Li-ion & 12 pcs AAA NiMH Rechargeable Batteries, Polarity-Free, Auto Detection & Storage, App Control, Touchscreen, Flashlight Charging Ports





\$44.99

Buryeah 24 Pcs Reserved Seating Signs for Chairs Church Pew Reserved Chair Signs Placeholder with Printed Words for Weddings Parties Celebrations Receptions Church or Event (Black,White)Buryeah 24 Pcs Reserved Seating Signs for Chairs Church Pew Reserved Chair Signs Placeholder with Printed Words for Weddings Parties Celebra...



\$21.99

Yuyaokk 2Pack 10 ft 1/4" Speaker Cables, True 12AWG Patch Cords, 1/4 Male Inch DJ/PA Audio Speaker Cable 12 Gauge WireYuyaokk 2Pack 10 ft 1/4" Speaker Cables, True 12AWG Patch Cords, 1/4 Male Inch DJ/PA Audio Speaker Cable 12 Gauge Wire





\$23.99

○

Yuyaokk 2Pack 10 ft Speakon to 1/4" Male Speaker Cables, Professional 12 Gauge AWG Wire Audio Amplifier Connection Cord, DJ/PA Speaker Cable Wire with Twist Lock.Yuyaokk 2Pack 10 ft Speakon to 1/4" Male Speaker Cables, Professional 12 Gauge AWG Wire Audio Amplifier Connection Cord, DJ/PA Speaker Cable...

✓



\$20.39

○

GEARit Guitar Instrument Cable (15ft 2-Pack) 1/4 Inch to 1/4 inch TS Straight Male to Male 6.35mm Mono Jack with Alloy Connector and Nylon BraidGEARit Guitar Instrument Cable (15ft 2-Pack) 1/4 Inch to 1/4 inch TS Straight Male to Male 6.35mm Mono Jack with Alloy Connector and Nylo...

✓



\$36.99

MIKIZ XLR Cables 50 Feet 2 Packs - Premium Balanced Microphone Mic Cord 3 Pin XLR Male to Female 50ft
MIKIZ XLR Cables 50 Feet 2 Packs - Premium Balanced Microphone Mic Cord 3 Pin XLR Male to Female 50ft



\$32.99

Yuyaokk 2Pack 25 ft Speaker Cables, True 12AWG Patch Cords, 1/4 Inch Male DJ/PA Audio Speaker Cable 12 Gauge Wire
Yuyaokk 2Pack 25 ft Speaker Cables, True 12AWG Patch Cords, 1/4 Inch Male DJ/PA Audio Speaker Cable 12 Gauge Wire



FLEXISPOT H7 Adjustable Overbed Bedside Table with Wheels Pneumatic Mobile Standing Desk Laptop Desk Rolling Computer Cart Movable Overbed Tables Hospital Home Use(27.6" W x 15.7" D, Black Table)FLEXISPOT H7 Adjustable Overbed Bedside Table with Wheels Pneumatic Mobile Standing Desk Laptop Desk Rolling Computer Cart Movable Over...

\$74.99



Agenda Date: May 11, 2026
To: City Council
From: Cassie Ham, Tourism Marketing Manager
Agenda Item: First Amendment to Hotel Occupancy Tax Agreement with David Killion for the Huey Helicopter Installation Project
Date Submitted: 05/01/2026

SUMMARY:

Consider approving a first amendment to the HOT funding agreement for the Historical Preservation project for the Huey Helicopter Installation Project in the amount of \$12,000. The original agreement term expired on September 30, 2026. This amendment will extend the expiration date to June 30, 2026.

Currently, the remaining balance in the Historical Preservation projects account is approximately \$40,000, to expire on September 30, 2026.

RECOMMENDED ACTION:

Consider approving the item as presented.

CITY MANAGER APPROVAL:

Attachments

HOT Funding Agreement - David Killion, Huey Helicopter Project
Original Agreement-Huey Helicopter Project

STATE OF TEXAS
COUNTY OF ANDERSON

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

This FIRST AMENDMENT (FIRST AMENDMENT) to the HOTEL OCCUPANCY TAX FUNDING AGREEMENT (AGREEMENT) is made effective the 11 day of May, 2026 (“Effective Date”) and entered into by and between the City of Palestine, Texas (CITY) and David Killion (ORGANIZATION). The CITY or the ORGANIZATION may be referred to as PARTIES and each separately as PARTY.

WHEREAS The PARTIES entered into an AGREEMENT for Hotel Occupancy Tax Funding on the 28th day of JULY 2025, which is incorporated herein for reference; and

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

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

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

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

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

Subject to the ORGANIZATION’s satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION up to \$12,000.00. Payment will typically be made within forty-five (45) days of execution of this AGREEMENT, but in some cases may be delayed due to administrative circumstances. The applicant agrees to repay or forfeit HOT funds if the applicant does not comply with this AGREEMENT or with other applicable state or local laws.

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

The AGREEMENT is for a one-time award. This Agreement shall become effective as of July 28, 2025 and shall terminate once the terms of this AGREEMENT have been met, or on June 30, 2026, whichever occurs first. The terms will not be extended beyond the fiscal year ending September 30, 2026.

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

IN WITNESS HEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this 11th day of MAY 2026.

CITY OF PALESTINE, TEXAS

Mitchell Jordan, Mayor

ATTEST:

April Jackson, City Secretary

David Killion, ORGANIZATION

STATE OF TEXAS

COUNTY OF ANDERSON

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

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

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

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

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

WHEREAS, the City Council of the City of Palestine desires to provide Hotel Occupancy Tax revenues to David Killion (ORGANIZATION) in accordance with Hotel Occupancy Tax Funding for the Historical Restoration and Preservation project related to the installation of the Huey Helicopter at Veterans Park in Palestine, TX.

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

GENERAL PROVISIONS

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

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

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

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

Section 4. Authorization of Payment. Subject to the ORGANIZATION's satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION up to \$12,000.00. Payment will typically be made within forty-five (45) days of execution of this AGREEMENT, but in some cases may be delayed due to administrative circumstances. The applicant agrees to repay or forfeit HOT funds if the applicant does not comply with this AGREEMENT or with other applicable state or local laws.

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

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

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

Section 7. Term. The AGREEMENT is for a one-time award. This Agreement shall become effective as of July 28, 2025 and shall terminate once the terms of this AGREEMENT have been met, or on September 30, 2025, whichever occurs first. The terms will not be extended beyond the fiscal year ending September 30, 2025.

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

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

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

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

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

to the ORGANIZATION at:
David Killion
1292 ACR 430
Palestine, TX 75803
(903) 724-1918

MISCELLANEOUS

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

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

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

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

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

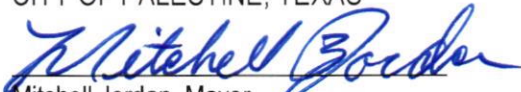
Section 16. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full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

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

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

IN WITNESS HEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this 28th day of July 2025.

CITY OF PALESTINE, TEXAS


Mitchell Jordan, Mayor

ATTEST:


April Jackson, City Secretary


David Killion



Agenda Date: May 11, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Athletic Complex Renovations and Associated Costs
Date Submitted: 05/05/2026

SUMMARY:

Hellas Construction, Inc. has submitted a \$5,151,689 proposal to install ten synthetic turf infields at the City's Athletic Complex. The proposal covers site preparation, drainage, concrete curbing, athletic equipment, and a 12-year turf warranty. Additional components include fencing, gravel parking, and paint maintenance.

Cunningham Recreation's quote for playground equipment at the Athletic Complex totals \$411,310.40 and includes modular structures, swings, safety surfacing, and integrated shade.

The estimated cost for athletic complex renovations—including synthetic turf, playground equipment, lighting, fencing, parking, and related improvements—is approximately \$5,563,000.

RECOMMENDED ACTION:

Staff recommends that Council consider approval of a proposal from Hellas Construction, Inc. in an amount not to exceed \$5,151,689.00 and a quote from Cunningham Recreation in the amount of \$411,310.40 for athletic complex renovations and improvements.

CITY MANAGER APPROVAL:

Attachments

GameTime Quote
Hellas City of Palestine BB SB Fields

QUOTE

180120-01-02 • 04/07/2026



City of Palestine - Baseball Fields Playground (Revised)

Customer:

Synergy Sports
1021 Lydgate Drive
Waxhaw, NC 28173
United States

Ship to Zip: 75801

Prepared for:

Jason Boudrie
jason@synergysportscenter.com

Prepared by:

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Modular Unit (per attached drawings) *5-12 Year Olds Unit Custom: 2 Color HDPE: _____, Accent 2: _____, Accent: _____, Arch: _____, Basic: _____, Cabling: _____, Deck:Pvc: _____, HDPE 2: _____, HDPE: _____, Metal Roof: _____, Roto Plastic: _____, Tube: _____, Roto Plastic: _____, Tube: _____ (1) 3903 – Hypentic Wheel 12" 2S (1) 3904 – Bells 20" 1S (1) 3905 – Bells 12" 1S (1) 3949 – Pachinko 20" 1S (1) 3950 – Roller Balls 12" 2S (1) 3960 – Maze Panel Sensor 20" One Sided (1) 3967 – Giggle Box 20" Sensor (1) 3969 – Pond Explorer Sensor 20" one sided (2) 16465 – Slide Transfer (Ada) (1) 16700 – Ada49"Sq Punch Steel Deck (11) 16701 – Ada 49"Tri Punch Steel Dk (1) 32022 – Hex Pod Step (1') (2) 6284RP – Aventus Entryway (1) 6863RP – Arise Climber (3) 6865RP – Inclusive Play Pocket (1) 6867RP – Aventus Tower 12' Slide (1) 6869RP – Arise Climber w/Cover (1) 6870RP – Inclusive Play Pocket (Tower) (6) 6880RP – Aventus Talk Tube (1) 7294RP – Aventus Tower (2) 7295RP – Aventus Tw Steel Panel Med (1) 7296RP – Aventus Tw Steel Panel Sm (1) 7297RP – Aventus Internal Climber-Steel (2) 80687 – Handhold/Kick Plate Pkg (1) 81669 – Hand Cycler (2) 81670 – Crunch Bar (1) 81680 – Single Seat (3) 90005 – Two Piece Hex Deck, Ada Ramp Access (1) 90182 – Ada Crow'S Nest W/ Thunderring (2) 90264 – 6' Upright, Alum (1) 90266 – 8' Upright, Alum (1) 90267 – 9' Upright, Alum (3) 90268 – 10' Upright, Alum	\$319,434.07	\$319,434.07

QUOTE

180120-01-02 • 04/07/2026



- (1) 90269 – 11' Upright, Alum
- (3) 90273 – 15' Upright, Alum
- (1) 90335 – Climber Offset Archway W/ Guardrail
- (1) 90400 – Std Funnel Bridge, 1 Dk Span Guardrail
- (1) 90429 – Ada Crow's Nest Molded Steer Wheel
- (1) 90503 – 2'-6"/3' Single Wave Zip Slide
- (1) 90508 – 4' Double Zip Slide, Std Dk
- (1) 90673 – Ramp (Guardrail)
- (1) 90674 – Std Access Ramp Link 3 Dk Gr
- (1) 90760 – 8' Wildertube 'S'
- (1) 153651 – 24" St Section 30" Dia
- (1) 153655 – 30 Deg Elbow Sec 30" Dia
- (1) 153655 – 30 Deg Elbow Sec 30" Dia
- (1) 203582 – Tube Entrance Section
- (1) 205962 – Straight Section
- (1) 205964 – Curved Right Section
- (1) 206179 – Exit Section
- (1) 207772 – Wilder Tube Section
- (1) 223226 – Slide Footbuck Mounting Plate C/O
- (1) 223228 – 1 1/4" Footbuck Tube 32"Lg.C/O
- (1) 224866 – Hardware Complete for 90760/90761
- (1) 312634 – Support Assy 70 13/16"Lg
- (1) 91056 – Ramp Link (3D) 2'-6" & 3'-0"
- (5) 91146 – Entryway - Guardrail
- (1) 91364 – Sensory Wave Panel w/ chimes
- (1) 91374 – PS Sensory Wave Up & On (3' & 3'6")
- (1) 91427 – PS Sensory Wave Challenge Transfer 2'
- (1) 91457 – Sensory Wave Entryway
- (1) 91458 – Sensory Wave Entryway for 2' Deck
- (1) 91523 – Ripple Pass
- (1) 91546 – Metallophone Panel
- (1) 91575 – Automotive Race Panel
- (1) 91604 – HDPE Vertical Ladder 4'0"
- (1) 91739 – Narrows Climber (3'-4'6")
- (1) 91827 – 5" Upright Extension w/ Cap 5'
- (5) 91832 – 5" Upright Extension w/o Cap 8'
- (1) 91846 – 5" Upright Extension w/o Cap 7'
- (6) 91875 – Angled Hoop Roof
- (1) 91992 – Edge Climber Large 2'-6" - 5'
- (4) G90262 – 4' Upright, Galv
- (4) G90265 – 7' Upright, Galv
- (4) G90267 – 9' Upright, Galv
- (3) G90268 – 10' Upright, Galv
- (4) G90269 – 11' Upright, Galv
- (4) G90270 – 12' Upright, Galv
- (5) G90271 – 13' Upright, Galv
- (2) G90272 – 14' Upright, Galv
- (2) G90273 – 15' Upright, Galv
- (1) 178749 – Owner's Kit

1	RDU	GameTime - Powerscape Modular Unit (per attached drawings) *2-5 Year Olds Unit Custom: 2 Color HDPE: _____, Accent 2: _____, Accent: _____, Arch: _____, Basic: _____, Deck:Pvc: _____, HDPE: _____, Roto Plastic: _____ • (2) 80000 – 49" Sq Punched Steel Deck	\$35,230.00	\$35,230.00
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QUOTE

180120-01-02 • 04/07/2026



- (1) 90249 – 2' Leaning Wall Climber
- (4) 90266 – 8' Upright, Alum
- (2) 90267 – 9' Upright, Alum
- (1) 90306 – Climber Archway W/Socket & Barrier
- (1) 90366 – Sloped Funnel Climber W/Barrier
- (1) 90507 – 2'-6"/3' Rumble & Roll Zip Slide
- (1) 90545 – 4' Wave Climber
- (1) 90546 – Climber Archway W/D-Ring & Barrier
- (1) 90667 – Spiral Step Climber (3'-0" & 3'-6")
- (1) 91146 – Entryway - Guardrail
- (1) 91563 – Flower Spinner Half Panel
- (1) 91567 – Apple Tree Panel
- (1) 91711 – Modern Transfer w/Guardrail 1' Rise
- (1) 91875 – Angled Hoop Roof
- (2) G90266 – 8' Upright, Galv
- (2) G90268 – 10' Upright, Galv

1	6372	GameTime - Spin With Me (With Handle) Accent: _____, Roto Plastic: _____	\$7,748.00	\$7,748.00
2	5317	GameTime - 8' Primetime Swing Add-A-Bay Basic: _____	\$1,445.00	\$2,890.00
1	5320	GameTime - 8' ADA Primetime Swing Frame Basic: _____	\$2,072.00	\$2,072.00
1	5321	GameTime - 8' ADA Primetime Swing Add-A-Bay Basic: _____	\$1,445.00	\$1,445.00
4	5287	GameTime - Belt Seat for 8' Toprail	\$286.00	\$1,144.00
1	5377	GameTime - Zero-G (2-5) Beige 8' Height Roto Plastic: _____	\$901.00	\$901.00
1	5293	GameTime - Enclosed Tot Seat for 8' Toprail	\$424.00	\$424.00
1	5295	GameTime - Expression Swing 8' Toprail Height Basic: _____	\$1,987.00	\$1,987.00
1	5378	GameTime - Zero-G (5-12) Beige 8' Height Roto Plastic: _____	\$989.00	\$989.00
1	4676	GameTime - Harmonic Chimes (set of 3)	\$4,864.00	\$4,864.00
1	4678	GameTime - Concert Duo Basic: _____, HDPE: _____	\$4,996.00	\$4,996.00
1	4682	GameTime - Jazz C Major Accent: _____, Basic: _____, HDPE 2: _____	\$4,953.00	\$4,953.00
1	INSTALL	MISC - Installation of Above Equipment	\$88,950.00	\$88,950.00
6560	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing @ 12" Compacted Depth • 324 CYDS	\$1.10	\$7,216.00
1	INSTALL	MISC - Installation of Above EWF	\$7,130.00	\$7,130.00
325	INSTALL	MISC - Provide & Install Concrete Curb Borders	\$92.70	\$30,127.50
1	INSTALL	MISC - Excavation of Area (Includes Removing Spoils Offsite)	\$17,200.00	\$17,200.00

QUOTE

180120-01-02 • 04/07/2026



Contract: Buy Board Contract #781-25	
Sub Total	\$539,700.57
Discount	(\$152,689.18)
Freight	\$24,299.01
Grand Total	\$411,310.40

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

* Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

QUOTE

180120-01-02 • 04/07/2026



GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

QUOTE

180120-01-02 • 04/07/2026



A PLAYCORE Company

INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$411,310.40**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

QUOTE

180120-01-02 • 04/07/2026



BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



April 08, 2026

Jason Boudrie
President & CEO
Synergy Sports
(704) 607-6183

RE: City of Palestine
Proposal: Ten (10) Drop-In Baseball/Softball Infields

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled 1GPA Contract No. 24-06DP-04 JOC General Construction (RS Means). Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services. Cooperative member is fully responsible for review of any contract award for compliance with the member's jurisdictional procurement requirements.

General Conditions

Hellas will:

1. Provide construction surveying, layout and staking.
2. Provide performance and payment bonds.
3. Provide, prior to construction, construction drawings.
4. Provide, prior to construction, all required submittals.
5. Provide, prior to construction, synthetic turf shop drawings.
6. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Existing Conditions

Hellas scope of work:

1. Excavation to subgrade. Excavated materials will be disposed offsite.

Subgrade

Hellas scope of work:

1. Scarify subgrade material to 6" depth, grade and compact to proper planarity and density. Follow recommendations in Geotechnical Evaluation Report by ETTL Project G6527-25 for 1.5" PVR as shown in Table 5.3 – Section 5.3: Vertical Heave Predictions.

Concrete

Hellas scope of work:

1. Concrete Curb - Construct ±4,330 linear feet of concrete curb (12" x 12") reinforced with two (2) continuous #4 rebar.

Lighting

Hellas scope of work:

1. The new sports lighting poles will have sports lighting circuits installed to each pole with circuit breakers included. The sports lighting circuits will come from an existing 480V 3 phase panels located within 770' of pole B8 location for fields 3-7 on the photometric design. The sports lighting circuits for field 8 on photometric design will come from an existing 480V 3 phase panel within 400' on pole B13 on the photometric design. All existing panels need to be on the exterior of the buildings.

Field Drainage System

Hellas scope of work:

1. **HDPE Collector Piping** – Provide and install the following HDPE pipe: 18" – 1,000 lineal feet (100 per infield), 12" – 4,212 lineal feet. Assumes the connection point is 100 ft from the existing sod infield. If the connection point needs to be located farther into the existing sod infield, any required remediation will be negotiated between the Owner and Hellas. No concrete work, demolition, repairs, or any additional work is included.

Athletic Equipment

Hellas scope of work:

1. Provide and install the following athletic equipment:
 - A. Ten (10) sets of baseball bases (One set per field).
 - B. Ten (10) each home plate (One each per field).
 - C. Ten (10) each Pitcher's rubber (One each per field).

Synthetic Turf Field

Hellas scope of work:

1. **Impervious Liner** – Provide and install 30 mil impervious liner over subgrade, under perimeter collector pipe and attach to nailer.
2. **Nailer** – Provide and install ±4,337 linear feet of plastic 2" x 4" **EcoNailer™**.
3. **Composite Flat Drain** – Provide and install 1" x 12" composite flat drain spaced 30' on center.
4. **Drainage Stone** – Provide and place 4" permeable base stone and 1" permeable finish stone; each course laser graded and compacted to proper planarity and density.
5. **Shock Pad** – Provide and install ±133,562 square feet of **maxFLO+15mm** expanded polypropylene shock pad.
6. **Synthetic Turf** - Provide and install ±133,560 square feet of **PIVOT™ Performance Turf 100 oz.** blended fiber (biaxial face yarn with texturized and semi textured support yarns) synthetic turf system with the noted installation options listed below.
 - Baseball/softball lines and markings per attached rendering.
 - Supply one (1) TenCate Pivot roller.
 - Provide 12-year manufacturer warranty.
7. **Cooling Additive** – Install **PIVOTCOOL™** a precision-engineered, low-volume subsurface layer designed for use with Pivot™ performance sports turf. Positioned between the primary backing and the thatch layer, PivotCool™ provides enhanced surface cooling and environmental stability while enhancing the dynamic load capabilities of the surface. It was developed as an integrated part of the Pivot™ system.



A TENCATE COMPANY 

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and all supplied equipment quoted above.

Base Proposal Price **\$3,700,913.00**

Pricing valid for 60 days from the date of this proposal and subject to cancellation at 90 days.

ITEMIZED PROPOSAL PRICES

1. Baseball/Softball/lighting Field	\$3,700,913.00
2. Fence allowance	\$ 665,000.00
3. Gravel parking lot	\$ 489,744.00
4. Paint maintenance	\$ 296,032.00
BASE BID TOTAL	\$5,151,689.00

Pricing valid for 60 days from the date of this proposal and subject to cancellation at 90 days.

OWNER ALLOWANCES

1. Furnish and install the following fence: 7,375 feet of 4' galvanized fence field, 5,620 feet of 6' perimeter galvanized fence.
2. Construct of a 100 space Gravel Parking Lot:
 - a. Flex Base – Provide and place 4" of TxDOT 247 flex-base material at parking lot. Grade and compact to proper planarity and density.
 - b. Gravel Stone #57 – Provide and place 2" of #57 stone at parking lot ~4,869 square yards.
3. Paint maintenance of the concessions building, dugouts, and shade areas. Using Sherwin Williams paint, no sand blasting included.

All alternates listed above are priced with the assumption that they will be constructed concurrently with the Base Bid scope. Pricing reflects shared mobilization, labor, equipment, and logistics. Any changes requiring these alternates to be performed separately or at a different time may result in additional costs.

Pricing valid for 60 days from the date of this proposal and subject to cancellation at 90 days.

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Allowance/Owner's Contingency.
3. Taxes.
4. Permits, administration fees, or any other fees, including any utility impact fees generated by construction improvements.
5. Prevailing or union wages.
6. Existing drainage system repairs or modifications.
7. Concrete works other than mentioned above.
8. Asphalt works.
9. Electrical, Lighting.
10. Athletic equipment, pitchers mounds, or any other accessories not mentioned above.
11. Netting.
12. Landscape, Irrigation.
13. Utility relocation.
14. Subgrade stabilization.
15. Subgrade remediation in proposal based on report by ETTL Project G6527-25 for 1.5" PVR as shown in Table 5.3 – Section 5.3: Vertical Heave Predictions. No chemical stabilization included in this proposal
16. Geotechnical Investigation.
17. Topographic Site Survey ***Hellas requires a topographic survey showing existing grade elevations and grading plan showing existing and proposed elevations. Pricing is based on new field being built at existing elevations and will be adjusted for additional cut/export, fill/import required to establish new grade.***
18. Engineering.
19. Third party testing, construction materials inspection.
20. Rock excavation or haul off.
21. Embankment or processing of imported soils.
22. Site security.
23. Perimeter safety or construction fencing.
24. General Contractor/Owner shall provide adequate laydown area and ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.



A TENCATE COMPANY 

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas looks forward to the award of this project and is eager to work with you.

Sincerely,

A handwritten signature in black ink that reads "Juan Carlos Chavez".

Juan Carlos Chávez
Estimator
(512) 979 0688

COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY





A TENCATE COMPANY
Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
City Of Palestine
Baseball Complex
128 Armory Rd, Palestine, TX 75803
903-731-8400

PROJECT:
SYNTHETIC TURF BASEBALL FIELDS

PROJECT LOCATION:
PALESTINE, TEXAS





COMMENTS:
Drawing scale accurate ONLY when printed on 11x17 paper. For visual purposes only, actual colors may vary.

DRAWN BY: JDR

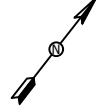
All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Hellas Construction, Inc.

DATE:
MARCH 09, 2026

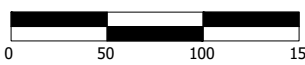
REVISION:
REV 2 EXISTING

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
2



SCALE: 1:100



COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY





A TENCATE COMPANY
Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
City Of Palestine
Baseball Complex
128 Armory Rd, Palestine, TX 75803
903-731-8400

PROJECT:
SYNTHETIC TURF BASEBALL FIELDS

PROJECT LOCATION:
PALESTINE, TEXAS



COMMENTS:
Drawing scale accurate ONLY when printed on 11x17
paper. For visual purposes only, actual colors may vary.

DRAWN BY: JDR

All drawings and written material appearing herein
constitute original unpublished work, and may not be
duplicated, used or disclosed without the written
consent of Hellas Construction, Inc.

DATE:
APRIL 6, 2026

REVISION:
REV 3 OPT B

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1

