

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
June 22, 2026
Work Session at 4:30 p.m.
Regular Meeting at 5:30 p.m.
City Council Chambers
504 N. Queen Street
Palestine, Texas**

Zoom Link:

<https://us02web.zoom.us/j/81357283688?pwd=H8QPey75JHgPklhbikbVFafz6e2bXu.1>

Meeting ID: 813 5728 3688
Passcode: 591078

One tap mobile
+13462487799,,81357283688#,,, *591078# 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 the proposed budget for Fiscal Year 2026-2027. Andrew Sibai, Finance Director

REGULAR MEETING

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PROPOSED CHANGES OF AGENDA ITEMS

D. PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS

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

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

will not be read aloud at the meeting.

1. Recognition of new Police Officer Christopher Jenkins. Mark Harcrow, Police Chief

E. CONFLICT OF INTEREST DISCLOSURES

F. CITY MANAGER'S REPORT

1. April 2026 Tourism Monthly Report
2. May 2026 Development Services Monthly Report
3. May 2026 Library Monthly Report
4. May 2026 Police Monthly Reports
5. May 2026 Public Works Monthly Report

G. BOARD APPOINTMENTS

1. Consider the temporary appointment of Ben Campbell to Place 1 on the Texas State Railroad Authority, temporarily replacing Steve Presley. Mitchell Jordan, Mayor
2. Consider the appointment of Frank Campos to vacant Place 3 on the Airport Advisory Board with a term to expire September 30, 2027. Mitchell Jordan, Mayor

H. CONSENT AGENDA

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

1. Consider approval of the minutes of the May 26, 2026, and June 9, 2026, meetings. April Jackson, City Secretary
2. Consider approval of Amendment No. 1 to the Engineering Services Agreement with KSA Engineers, Inc. for the Southview Lift Station and Force Main Improvements Project. Jason Shelton, Interim Public Works Director
3. Consider approval of a Memorandum of Understanding with Palestine Independent School District regarding the placement of outdoor warning system sirens. Shannon Davis, Fire Chief
4. Consider authorizing the City Manager to purchase and install three active mixing systems from Utility Service Co., Inc. at the Willow Creek Elevated Storage Tank, South Sycamore Standpipe Tank, and North Jackson Ground Storage Tank in the amount of \$145,929.00. Jason Shelton, Interim Public Works Director
5. Consider denying issuance of a Surface Permit to Conduct Geophysical Operations requested by Diversified Land Management on behalf of Seitel Data Ltd. on 46.02 acres of land owned by the City of Palestine. Susan Davis, Development Services Director
6. Consider approval of a Hotel Occupancy Tax Funding Agreement with the Palestine YMCA for the Mia Perez Memorial Soccer Tournament. Cassie Ham, Tourism Marketing Manager
7. Consider approval of a Hotel Occupancy Tax Funding Agreement with the Palestine YMCA for the Jalapeno Tree Fall Classic Soccer Tournament and Academy Sports Spring Classic Soccer Tournament. Cassie Ham, Tourism Marketing Manager
8. Consider approval of a Hotel Occupancy Tax Funding Agreement with the Rotary Club of Palestine for the Rotary Art Alley Project. Cassie Ham, Tourism Marketing Manager

I. REGULAR AGENDA

1. Discussion and possible action regarding the award of a construction contract to Crockett Construction, Inc. in the amount of \$828,175.95 for the Bassett Road Culvert Replacement Project (FY26PW229). Jason Shelton, Interim Public Works Director

2. Discussion and possible action regarding an ordinance amending Chapter 39, Section 39.2.2-13, Land Use Chart, to remove the Specific Use Permit option for placement of HUD-Code Manufactured Homes in the Residential Estate (RE) and Mixed Residential (MR) zoning districts. Susan Davis, Development Services Director

J. **ITEMS FROM COUNCIL**

K. **MAYOR'S REPORT**

L. **ADJOURNMENT**

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

I certify that the above Notice of Meeting was posted on the outdoor bulletin board at the main entrance to City Hall, 504 N. Queen Street, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Monday, June 15, 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: June 22, 2026
To: City Council
From: Mark Harcrow, Chief of Police
Agenda Item: Recognition of New Police Officer Christopher Jenkins
Date Submitted: 06/11/2026

SUMMARY:

Recognition of new Police Officer Christopher Jenkins.

RECOMMENDED ACTION:

Recognition only

CITY MANAGER APPROVAL:



Agenda Date: June 22, 2026
To: City Council
From: Cassie Ham, Tourism Marketing Manager
Agenda Item: April 2026 Tourism Monthly Report
Date Submitted: 06/12/2026

SUMMARY:

Review the Tourism Monthly Report for April 2026.

RECOMMENDED ACTION:

No action is necessary.

CITY MANAGER APPROVAL:

Attachments

April 2026 Tourism Report



TOURISM REPORT – April 2026

Executive Summary

April 2026 delivered the full promise of our peak tourism season. The 88th Annual Texas Dogwood Trails Celebration reached its climax across three Dogwood weekends — drawing visitors from across Texas and beyond, filling hotel rooms, and generating the year's highest single-month visitation index according to Datafy geolocation data. Saturday and Sunday in April recorded a 100% peak visitation index relative to all other months of the year.

Hotel performance held strong against a tough year-over-year comparison, with occupancy at 63.74% (+0.3%), ADR crossing \$100 for the first time in an April reporting period at \$100.87 (+4.9%), and RevPAR reaching \$64.29 (+5.2%). April revenue came in at \$1.39 million, a 5.1% improvement over April 2025.

The Visitor Information Center recorded 1,260 total contacts in April — the highest single-month total in recent history — including 218 walk-in visitors, 138 information calls, and 898 visitor guides mailed. The website generated 12,837 sessions from approximately 11,000 active users, with Organic Social as the top acquisition channel. We also fulfilled the train ticket giveaway prizes from the Dallas Travel and Adventure Show and personally followed up with all 380 new contacts made at the event. Palestine earned third-party media coverage in Travel + Leisure, World Atlas, and additional outlets during the month.

Hotel Occupancy Income Tax Collected / STR Reporting

	April 2026	April 2025	+/- to Last Year	Year-to-Date 2026	Running 12-Months
Occupancy	63.74%	63.55%	+0.3%	64.51%	60.60%
Average Daily Rate (ADR)	\$100.87	\$96.14	+4.9%	\$98.91	\$95.62
Revenue Per Avail. Room (RevPAR)	\$64.29	\$61.09	+5.2%	\$63.81	\$57.95
Revenue (We collect 7% of this amount, locally)	\$1,390,635	\$1,323,278	+5.1%	\$5,524,336	\$15,267,590

Census includes 12 hotels, 721 rooms. Of the 12 hotels reporting in April 2026, the market operated at 63.74% occupancy. ADR crossed \$100 for the first time in an April reporting period — a meaningful milestone reflecting sustained demand and improved revenue management across the market. According to AirDNA.com, Palestine's STR market includes up to 30 properties. We are not currently collecting Hotel Occupancy Tax on Short Term Rentals.

Accomplishments, Activities & Successes

88th Annual Texas Dogwood Trails Celebration

April marked the culmination of our signature annual event. The team executed multi-channel promotional support throughout the month, including social media event coverage, real-time Fairy Garden Trail content, coordination of Bloom Trolley Tour ticketing, and digital amplification through partner channels. Peak Dogwood bloom weekend traffic drove the year's highest visitation index per Datafy, with Saturday and Sunday at 100% of peak.

Dallas Travel and Adventure Show — Lead Follow-Up & Prize Fulfillment

Following our attendance at the Dallas Travel and Adventure Show at the end of March, April was all about follow-through. We awarded the train ticket giveaway prize sets to winners and personally reached out to all 380 new contacts made over the course of the weekend — a significant direct outreach effort targeting our #1 visitor origin DMA.

csoriginalsphoto Content Creator Visit (SHRPA)

Our SHRPA-facilitated content creator visit with csoriginalsphoto was completed in April, producing original photo and video content of Palestine for use across owned channels.

Fairy Garden Trail

The team supported the 2026 Fairy Garden Trail competition through promotion, coordination with Heritage staff, judging logistics, and visitor services. The competition continues to draw community entries and regional visitors as a signature Dogwood park experience.

Marketing

- Managed full April content calendar across Facebook, Instagram, and Google Business Profile covering Dogwood Trails events, Fairy Garden Trail, Texas State Railroad spring excursions, and local business features.
- Organic Social was the #1 traffic driver to VisitPalestine.com in April, reflecting the strength of native seasonal content.
- Ran paid social campaigns supporting Dogwood Trails Celebration peak weekends.
- Coordinated receipt of updated visitor bags and peak-season collateral for VIC distribution.
- Engaged in discussions with Geddie Connections regarding placement in a new regional magazine premiering this summer.

Visitor Center

- Recorded 1,260 total contacts in April — including 218 walk-in visitors, 138 calls, and 898 visitor guides mailed.
- Thursday was the highest-volume walk-in day of the week (52 in-state visitors), reflecting midweek arrivals ahead of Dogwood weekends.
- Served visitors from across Texas, 4+ other states, and 2 international visitors.
- Distributed 9 visitor bags and mailed 898 visitor guides to individuals and groups requesting trip-planning support.
- Continued active planning assistance for the Lanford Family Reunion — confirmed active follow-up received at month's end.

Marketing & Advertising Activity

Social Media & Content

- Managed full April content calendar across Facebook, Instagram, and Google Business Profile with Dogwood Trails event coverage, Fairy Garden Trail features, Texas State Railroad spring excursion promotions, and local business spotlights.
- Organic Social was the #1 session driver to VisitPalestine.com in April, a shift from paid-social dominance in prior months.
- Ran paid social campaigns supporting Dogwood Trails Celebration peak weekends.

StygerTravel — Annual Paid Campaign

- StygerTravel (Jake and Niki Styger): Annual advertisement in the Texas Campgrounds Magazine, includes added value website placement on TexasCampgrounds.com

Content Creator Partnerships

- csoriginalsphoto (via SHRPA): Received assets from recent creator visit. We received rights in perpetuity for use of the materials.

Co-op Advertising & Partner Placements

- Texas Parks & Wildlife Magazine: Spring co-op ad placement ran as contracted through Travel Texas.
- Explore Northeast Texas: Half-page ad placement confirmed and active through spring season (Geddie Connections).
- New Regional Magazine: In discussions with Geddie Connections regarding placement in a new East Texas regional publication premiering summer 2026.

Dallas Travel and Adventure Show — Follow-Up

- Awarded train ticket giveaway prize sets to winners from the end-of-March show.
- Personally contacted all 380 new leads gathered at the show — direct outreach targeting our #1 visitor origin DMA, Dallas–Ft. Worth.

Media Placements

The following represent unpaid, third-party earned media coverage of Palestine during April 2026.

Publication / Outlet	Date	Description
Travel + Leisure	April 2026	“Hop Aboard This Texas Wine Train for Local Tastings, Lakeside Dinner, and Forest Views” — Feature on the Texas State Railroad Wine Train experience, published on travelandleisure.com. National audience; Travel + Leisure is one of the most widely read travel publications in the U.S.
World Atlas	April 2026	“5 Best Towns Near Dallas For Retirees” — Palestine featured among top recommended towns near Dallas for retirement living, highlighting affordability and quality of life. Significant reach for relocation and long-stay visitor audiences.
FastFoodClub / Newsletters	April 2026	“The Texas Towns That Help Stretch a Retirement Income Further” — Palestine included in a roundup of budget-friendly Texas towns for retirees. Targets cost-conscious long-term visitor and relocation audiences.
KNUE 101.5 FM	April 2026	“An East Texas Highway Could Become a New Interstate” — Coverage of the US-287 interstate designation proposal, which

Publication / Outlet	Date	Description
		runs through Palestine. Relevant to regional accessibility and infrastructure visibility for East Texas tourism.
Multiple Outlets	Ongoing	"15 Little-Known Texas Towns Where Social Security Is Enough For Retirement" — Palestine featured in a statewide retirement affordability roundup circulating across multiple platforms. Builds awareness among the 65+ visitor demographic, which represents 27.56% of our overnight visitor base per Datafy.

Events & Community Engagement

88th Annual Texas Dogwood Trails Celebration

The final Dogwood Trails weekend bringing the Celebration to its seasonal close. The Visit Palestine team supported full promotional and visitor services coverage across all three weekends. Signature experiences included the Fairy Garden Trails, Dogwood Brunch Trains on the Texas State Railroad and other community events that are also enjoyable for visitors.

Fairy Garden Trail Competition

The 2026 Fairy Garden Trail Competition concluded with judging in April. The Visit Palestine Team coordinated judges and a people's choice award. Voting for People's Choice continued through the end of April.

Texas State Railroad Spring Season

The Texas State Railroad operated full spring excursions throughout April. The team continued coordinating TSRR season ticket giveaways and co-promotional features tied to Dogwood season.

Palestine Baseball Complex: Sports Tourism Site Visit

A site visit was conducted with Hellas Construction and Synergy Sports to evaluate the Palestine Baseball Complex as a regional sports tourism venue. This initiative represents a meaningful opportunity to diversify our visitation base beyond seasonal events.

Digital Performance Overview: www.VisitPalestine.com

April generated sustained, season-driven web activity. The website delivered 12,837 sessions from approximately 11,000 active users. Organic Social overtook all other channels as the top acquisition source, reflecting the strong organic distribution of Dogwood Trails content across Instagram and Facebook during peak bloom weekends.

Key Metrics

Metric	April 2026
Active Users	~11,000
New Users	~11,000
Sessions	12,837
Average Engagement Time/User	28 seconds

Top Traffic Sources (Sessions)

Channel	Sessions
Organic Social	4,500
Direct	4,100
Organic Search	3,700
Referral	380
Unassigned	38
Email	36

Organic Social was the top acquisition channel in April, a significant shift from February when Paid Social dominated. Top referral sources by manual session source included: Google, Instagram (ig), m.facebook.com, Bing, and cityofpalestinetx.com.

Top Performing Pages

Page	Views
Visit Palestine Homepage	8,600
Palestine, TX Events Calendar	1,100
Fairy Garden Trail	568
Davey Dogwood Park	455
America 250: Star-Spangled...	374
TEXAS STATE RAILROAD	328

The 404 Not Found page registered 1,000+ views, indicating broken inbound links from third-party or legacy referring domains. We will investigate and resolve where possible.

Social Media Reporting

Facebook 4/1/26 – 4/30/26

Metric	April 2026
Views	157,000
Viewers (Reach)	40,800
Content Interactions	2,500
Link Clicks	503
Page Visits	4,400
New Follows	194

Facebook Notes: April performance reflects post-peak normalization following the extraordinary February 2026 numbers. Content interactions at 2,500 and link clicks at 503 reflect a healthy engaged audience. Peak content aligned with Dogwood Trails weekend coverage.

Instagram 4/1/26 – 4/30/26

Metric	April 2026
Views (Combined Meta)	56,000
Instagram Views	29,593
Facebook Views	26,409
Reach	3,600
Content Interactions	834
Profile Visits	392
New Follows	65

Instagram Notes: Profile visits more than doubled year-over-year (190 → 392), a strong signal of growing brand awareness. Instagram continues to be our primary visual storytelling channel for Dogwood season content.

Visitation Data (Datafy April 2026)

Data sourced from Datafy’s Lodging Report, April 1–30, 2026 (Caladan 1.2 Model). Tracks overnight trips originating 50+ miles away; 1-day trips excluded.

Top Visitor Origin Markets (DMA Visitor Days)

DMA	Share of Visitor Days
Dallas–Ft. Worth	19.91%
Houston	17.77%
Tyler–Longview–Lufkin & Nacogdoches	8.06%
Waco–Temple–Bryan	5.09%
Austin	3.57%
Shreveport	2.78%
San Antonio	2.76%
Odessa–Midland	1.57%
Ft. Wayne	1.16%
Johnstown–Altoona–St. Colge	1.08%

Length of Stay by Top DMAs

DMA	Avg. Length of Stay
Dallas–Ft. Worth	4.4 Days
Houston	4.8 Days
Tyler–Longview–Lufkin & Nacogdoches	4.3 Days
Waco–Temple–Bryan	4.4 Days
Austin	5.2 Days
Shreveport	4.5 Days

DMA	Avg. Length of Stay
San Antonio	5.4 Days
Odessa–Midland	5.8 Days
Ft. Wayne	7.4 Days

Visitor Days by Length of Stay

Length of Stay	Share of Visitor Days
2 Days (1 night)	31.96%
3 Days	22.55%
4 Days	11.35%
5 Days	9.10%
6+ Days	25.05%

Visitor Demographics

Dimension	Leading Segment
Age (largest group)	45–64 (31.46%)
Household Income	\$50,000+ (61.79%)
Household Size	1–2 persons (51.28%)
Education	High School (60.49%)
Ethnicity	White (75.09%)

Visitor Behavior Highlights

- Repeat vs. One-Time: 66.18% of April overnight visitors were repeat visitors — a strong indicator of destination loyalty during peak Dogwood season.
- Activity Correlation: Nearly all visitors (99.84%) were observed in City clusters. Restaurant visits correlated at 35.86%, Lodging at 16.32%, Attractions at 15.35%, and Parks & Recreation at 12.28%.
- Peak Days: Saturday and Sunday in April recorded 100% peak visitation index — the highest of any month in the calendar year. Monday reached 87%, Friday 79%.

Visitor Information Center Report

April is the highest-volume month of the year at the Visitor Information Center, and April 2026 proved it. The VIC recorded 1,260 total contacts; a figure that includes walk-in visitors, phone inquiries, and the 898 visitor guides mailed out to prospective visitors requesting trip-planning support ahead of and during the Dogwood Trails Celebration.

April 2026 Contact Summary

Metric	April 2026
Total Walk-in Visitors	218
In-State Walk-ins	204
Out-of-State Walk-ins	11
International Visitors	2
Total Information Calls	138
Visitor Bags Distributed	9
Visitor Guides Mailed	898
Total Contacts	1,260

Contacts by Day of Week

Day of Week	Calls	In-State Visitors	Out-of-State	International	Total
Monday	23	28	0	0	51
Tuesday	30	40	4	3	77
Wednesday	25	34	3	0	62
Thursday	37	52	2	0	91
Friday	12	27	2	0	41
Saturday	11	23	0	0	34
Sunday	0	0	0	0	0
Monthly Total	138	204	11	2	355*

**Monthly total of 355 walk-in contacts (218 visitors + 138 calls) does not include the 898 guides mailed. Total contacts figure of 1,260 includes all contact types. Thursday was the highest-volume in-person day, reflecting midweek arrivals ahead of Dogwood Trails weekends.*

- Served visitors from across Texas, multiple other states, and 2 international visitors during peak Dogwood season.
- Distributed 9 visitor bags and mailed 898 visitor guides to individuals and groups requesting trip-planning support.
- Continued active planning assistance for the Lanford Family Reunion — confirmed follow-up received at month's end.

Challenges

- Peak-season staffing capacity remained tight, with the team managing simultaneous VIC walk-in volumes, social media coverage, partner coordination, and event support across multiple Dogwood Trails weekends.
- The VisitPalestine.com 404 Not Found page generated 1,000+ sessions in April, indicating broken inbound links from third-party or legacy referring domains. Investigation and remediation is underway.

- STR sample coverage remains at 75.2–77.8% of local hotel room inventory. Short-term rental inventory continues to be unrepresented in STR benchmarks; we supplement with Datafy data for a more complete picture.
- Facebook organic reach declined compared to our February 2026 peak, reflecting broader platform algorithm changes industry-wide. Monitoring and strategy adjustment planned for the summer season.

Upcoming Initiatives & Goals

Summer Season Campaign Planning

Transition marketing focus from Dogwood/spring to summer programming — including Texas State Railroad summer excursions, Davey Dogwood Park activities, and the forthcoming Wiggy Thump Festival. Begin building May–June content calendar.

HOT Grant Cycle

Continue review and preparation of the refreshed HOT Grant application packet for the next funding cycle, coordinating with applicable event organizers and community partners.

Palestine Baseball Complex — Sports Tourism Follow-Up

Follow up on the Hellas/Synergy Sports site visit and explore feasibility of positioning the Palestine Baseball Complex as a regional tournament and youth travel sports destination.

New Regional Magazine Placement

Finalize participation decision for the new regional magazine premiering summer 2026. Coordinate with Upper East Side Texas on ad specs and placement timing.

Wayfinding Project

Continue coordination on the outstanding wayfinding signage project. Final sign and final walk-through remain pending.

MARCH 2026 ADDENDUM

Group Tour Highlight — Bilbrey Tours

At the end of March 2026, the Visit Palestine team hosted a Bilbrey Tours motorcoach group, over 40 visitors in total, for a guided experience of Palestine. The group explored local attractions including Braly Hardware, Sacred Heart Catholic Church, and Thoroughfare, to name a few.

Group tours like this represent high-impact, high-value visitation: motorcoach travelers spend more per day than independent visitors, stay longer, and return. Successfully hosting Bilbrey Tours strengthens our relationship with the group tour market and positions Palestine as a reliable, welcoming motorcoach destination within the Texas Forest Trail Region.



Bilbrey Tours group at Braly Hardware in March 2026. Group included 40+ visitors; not all pictured.



Agenda Date: June 22, 2026
To: City Council
From: Susan Davis, Development Services Director
Agenda Item: Development Services Department Report
Date Submitted: 06/10/2026

SUMMARY:

Development Services department monthly report for May 2026.

RECOMMENDED ACTION:

No action necessary.

CITY MANAGER APPROVAL:

Attachments

Department Report

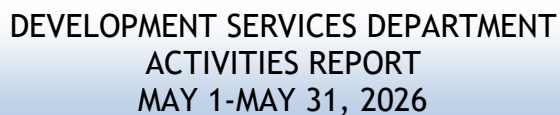


DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
MAY 1-MAY 31, 2026

PERMITTING TOTALS

BUILDING and LICENSE PERMITS

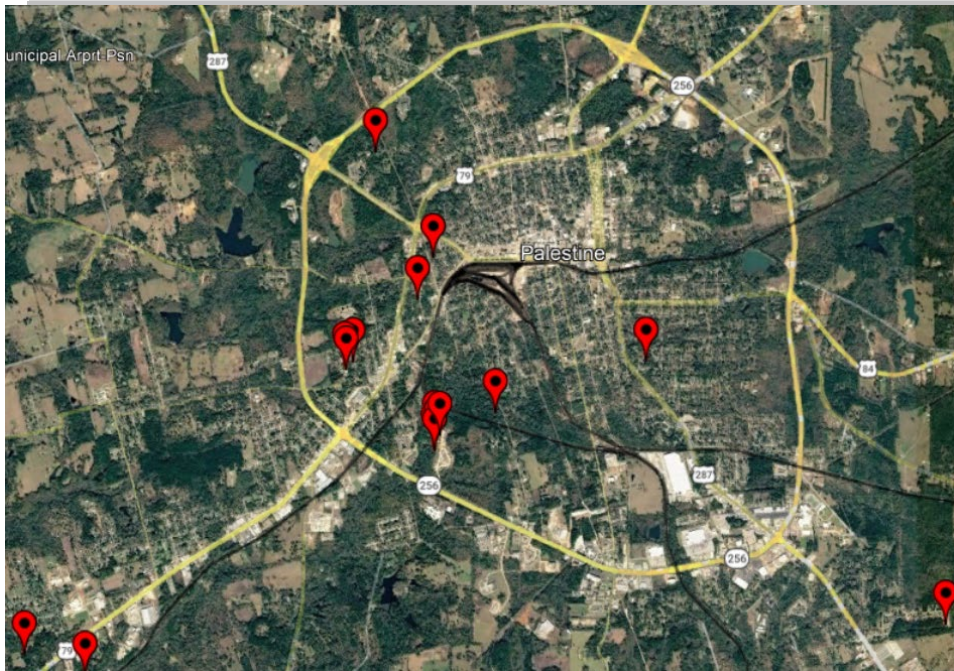
Permit Type	May Permit Count	May Permit Fees	Permit Count / Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	7	\$5,338.65	85	\$47,562.07
CERTIFICATE OF OCCUPANCY	7	\$560	46	\$3,320
DRIVEWAY	2	\$100	10	\$580.77
FENCE	4	\$200	17	\$880.77
ROOFING	6	\$4,213.33	38	\$9,291.35
DEMOLITION	4	\$225	13	\$750
RIGHT OF WAY	2	\$0	26	\$2,600
COMMERCIAL ELECTRICAL	4	\$315	20	\$1,825
RESIDENTIAL ELECTRICAL	5	\$693	76	\$10,407.87
MECHANICAL	3	\$315	14	\$1260
GAS TEST	6	\$525	59	\$8,246
PLUMBING	3	\$105	45	\$3,440.77
SIGN	4	\$1,100	26	\$3,539.07
SPECIFIC USE	0	\$0	6	\$1,800
CONTRACTOR LICENSE	8	\$1,000	67	\$8,375
HEALTH PERMITS	5	\$2,300	246	\$59,375
ZONING VERIFICATION LETTERS	0	\$0	4	\$120
PLAT	1	\$200	6	\$1,200
COMMERCIAL FILMING	0	\$0	1	\$0
GRADING/EXCAVATING	1	\$3,420.50	1	\$3,420.50
VARIANCE APPLICATION	1	\$150	3	\$450
VENDOR PERMIT	2	\$100	6	\$300
PARADE/FESTIVAL	0	\$0	7	\$600
Totals:	75	\$20,860.48	822	\$169,344.17



RESIDENTIAL CONSTRUCTION IN PROGRESS

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8 Rambling Rd	2762	\$325,000
513 Future St	720	\$30,000
303 Joe Louis	1200	\$35,000
205 Victory St	1250	\$80,000
122 Cartmell Dr	2036	\$173,060
123 Cartmell Dr	2036	\$173,060
2213 Evergreen St	1740	\$320,000
1121 Cummins St	1411	\$63,000
Total		\$2,473,300



COMMERCIAL CONSTRUCTION UNDER REVIEW

Name	Address	Description
REDEEMED CHRISTIAN CHURCH OF GOD	4101 N LOOP 256	NEW BUILD CHURCH
ATARAM OIL COMPANY	2324 W REAGAN ST	FIRE REVIEW
ANDERSON COUNTY AGRILIFE	603 N SYCAMORE ST	NEW COMMERCIAL BUILDING
GRACE & TRUTH CHURCH	924 N ESPLANADE ST	COMMERCIAL ADDITION
FOODIE RUSH LLC	1103 E PALESTINE AVE	COMMENTS RCVD-AWAITING RESPONSE

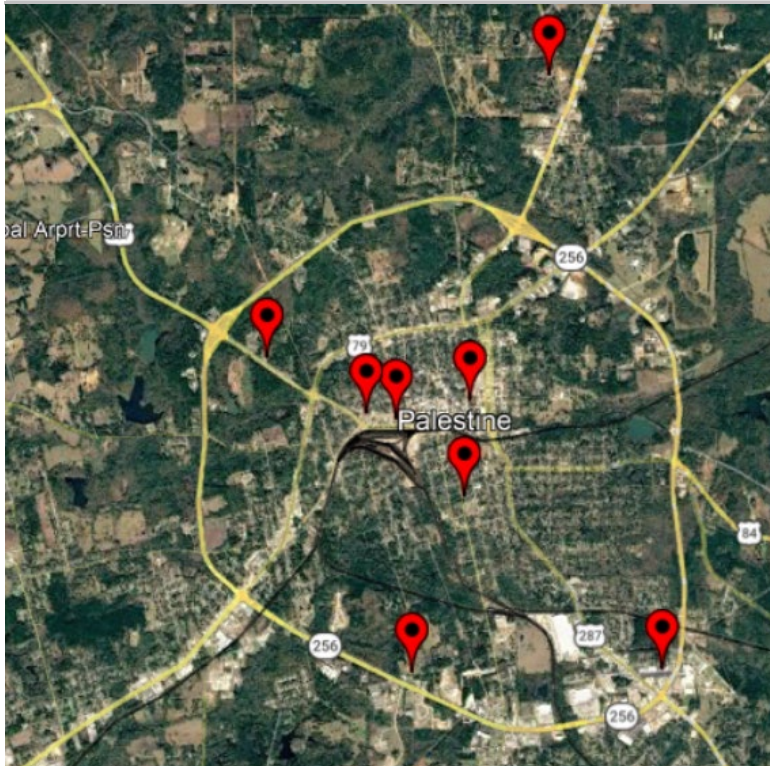
BUREAU VERITAS SUBMISSIONS

Project	Status
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ATARAM OIL COMPANY	FIRE REVIEW-AWAITING RESPONSES TO COMMENTS
ANDERSON COUNTY AGRILIFE	CIVIL PLANS APPRVD AWAITING BUILDING PLANS

COMMERCIAL CONSTRUCTION IN PROGRESS

Name	Address	Description	Valuation
DOGWOOD CAFE	917 W DEBARD ST.	REMODEL-FINISH OUT	\$150,000
GRACE BIBLE CHURCH	1390 GARDNER RD	CHURCH	\$18,000
CALVARY BAPTIST CHURCH	703 GILLESPIE	CHURCH	\$540,000
LIVING SPRINGS ASSEMBLY OF GOD	1601 W SPRING ST	CHURCH	\$44,000
FLOWERS BY PAT	616 W OAK ST	EXTERIOR REPAIRS	\$67,000
FIVE BELOW INC	2022 CROCKETT RD ST B	TENANT FINISH OUT	\$175,000
SHELTON GIN	310 E CRAWFORD ST	NEW PARKING AREA	\$82,000
SION KINGDOM CHURCH	804 S SYCAMORE ST	REMODEL-FINISH OUT	\$50,000
TOTAL:			\$1,126,000



DEMOLITIONS – May, 2026



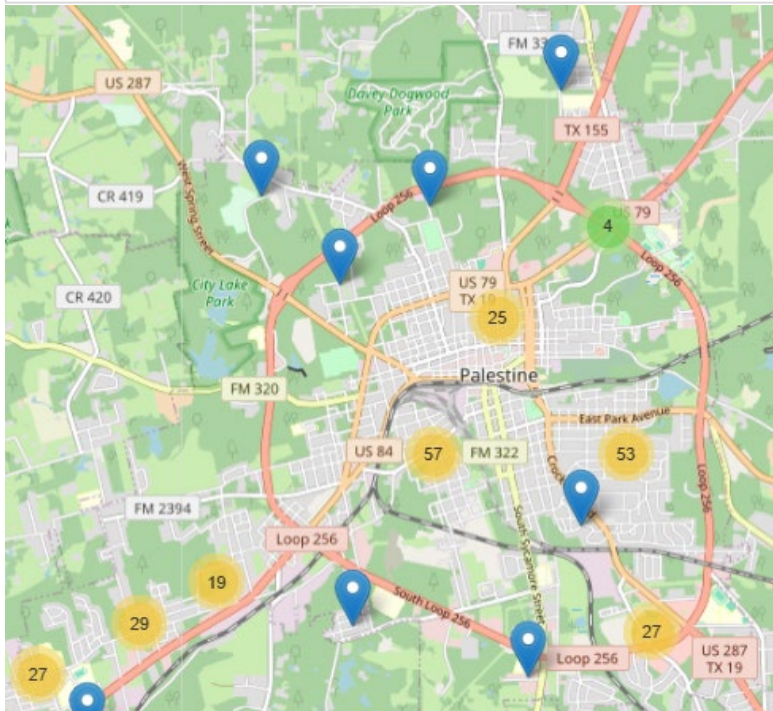
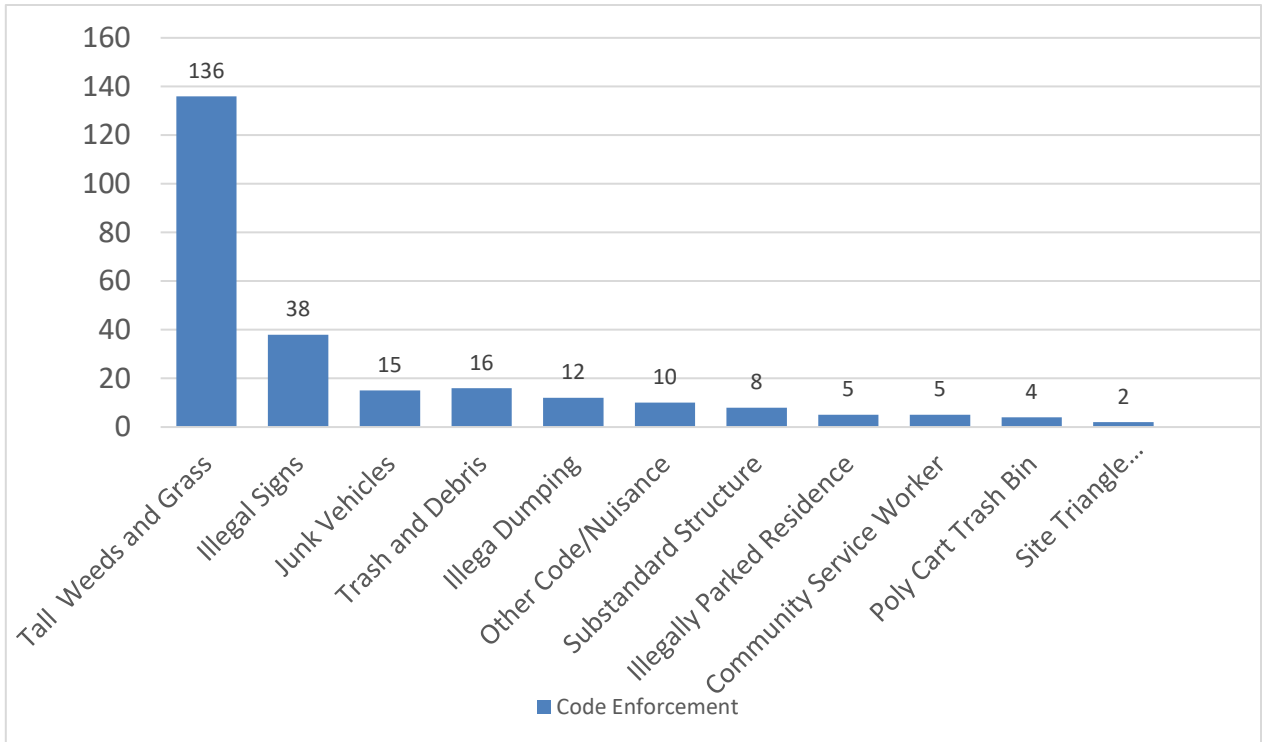
DEVELOPMENT SERVICES DEPARTMENT
ACTIVITIES REPORT
MAY 1-MAY 31, 2026

OWNER/CITY DEMOLISHED	ADDRESS
Owner	309 W Reagan
City	316 Callier
City	318 Callier
Owner	501 E Palestine

2026 DEMOLITION SUMMARY

OWNER DEMOLISHED	CITY DEMOLISHED	ACTIVE DEMO PERMITS	REHABILITATED PROPERTIES
907 E MURCHISON ST	316 CALLIER	501 E PALESTINE	
509 S MAGNOLIA ST.	318 CALLIER		
309 W REAGAN			

CODE VIOLATIONS – Code Violations for May, 2026





Agenda Date: June 22, 2026
To: City Council
From: Ana Sanchez, Library Director
Agenda Item: May 2026 Library Report
Date Submitted: 06/02/2026

SUMMARY:

Review the Library's Report for May 2026.

RECOMMENDED ACTION:

No action required.

CITY MANAGER APPROVAL:

Attachments

MAY26ST
MAY26CH

Library Usage Statistics

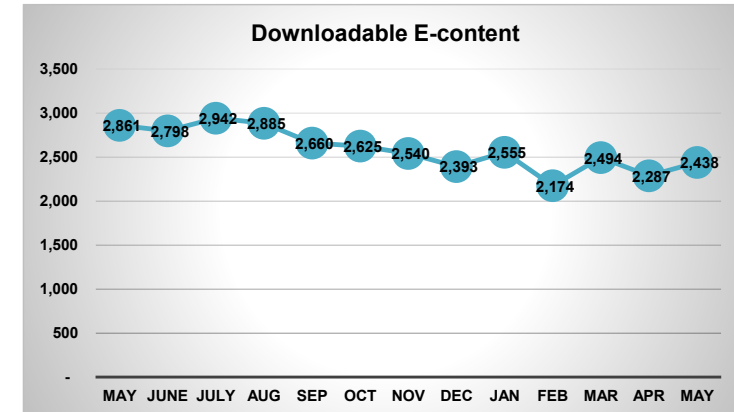
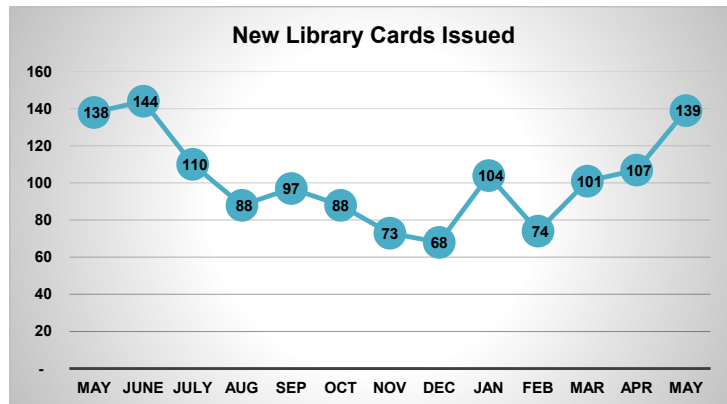
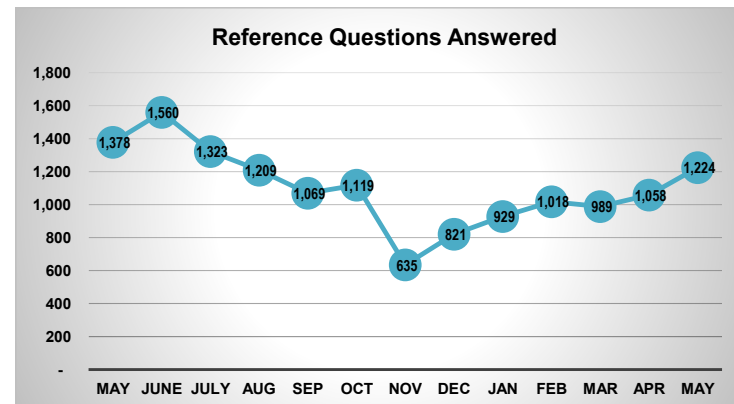
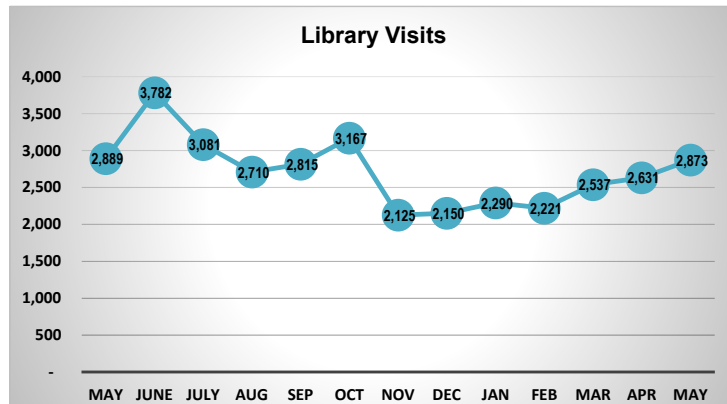
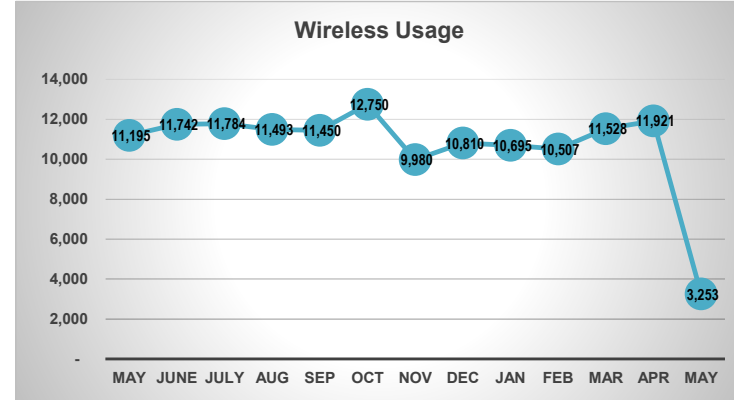
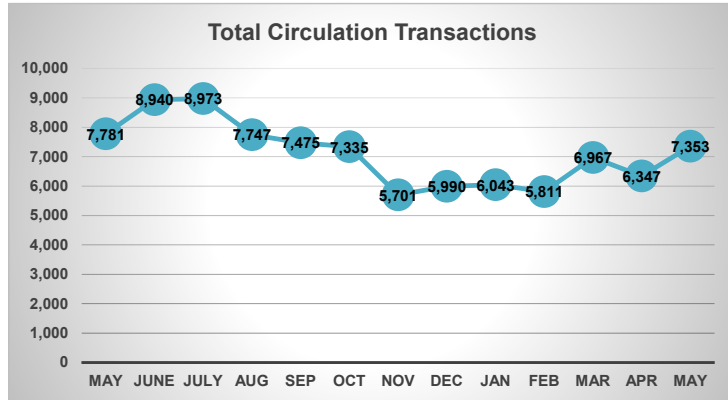
	2025								2026					12 M
Operating Statistics	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL
Items circulated-Physical Materials (includes check out, check in, renewals, in-house)	4,920	6,142	6,031	4,862	4,815	4,710	3,796	4,406	3,488	4,649	4,476	4,060	4,915	61,270
Print	4,252	5,449	5,333	4,149	4,149	4,120	2,715	3,073	2,936	3,065	3,903	3,560	4,329	51,033
Audio	139	103	89	56	85	121	96	147	89	117	126	122	139	1,429
Video	529	590	609	657	581	469	350	377	463	455	444	378	447	6,349
Downloadable audio/ebook usage	2,861	2,798	2,942	2,885	2,660	2,625	2,540	2,393	2,555	2,174	2,494	2,287	2,438	33,652
Total Circulation Transactions	7,781	8,940	8,973	7,747	7,475	7,335	5,701	5,990	6,043	5,811	6,967	6,347	7,353	78,763
Downloadable checkouts as % of total checkouts	36.77%	31.30%	32.79%	37.24%	35.59%	35.79%	44.55%	39.95%	42.28%	37.41%	35.80%	36.03%	33.16%	42.73%
In-House Use	432	384	338	272	328	410	301	291	378	303	490	298	427	4,652
Holds placed on items	19	41	32	38	28	21	25	47	17	23	35	39	65	430
Fines paid	\$437.64	\$500.49	\$537.78	\$399.47	\$340.91	\$310.18	\$524.40	\$328.42	\$ 324.61	\$ 309.99	\$ 371.08	\$ 314.12	\$ 474.44	5,174
Overdue notices sent	115	350	300	122	246	243	611	1,191	1,042	1,217	1,598	1,373	1,657	10,065
Items added	39	55	143	45	156	204	110	130	64	184	101	168	108	1,507
Items deleted	43	2	175	588	220	7	6	19	24	5	7	4	74	1,174
New library cards issued	138	144	110	88	97	88	73	68	104	74	101	107	139	1,331
Reference questions answered	1,378	1,560	1,323	1,209	1,069	1,119	635	821	929	1,018	989	1,058	1,224	14,332
Interlibrary Loan Borrow/Loan	6	20	24	8	15	13	9	10	17	7	6	16	20	171
Library visits	2,889	3,782	3,081	2,710	2,815	3,167	2,125	2,150	2,290	2,221	2,537	2,631	2,873	35,271
Youth/Family programs attendance	213	1,246	273	49	175	235	229	334	40	50	284	185	285	3,598
Adult programs attendance	117	94	122	137	117	110	76	133	56	96	115	98	106	1,377
Computer usage	468	454	454	508	548	619	382	386	418	475	533	502	548	6,295
Wireless usage	11,195	11,742	11,784	11,493	11,450	12,750	9,980	10,810	10,695	10,507	11,528	11,921	3,253	139,108

November Program Attendance	
Youth-Passive	0
Youth -Active	272
Total	272
Teen-Passive	0
Teen Active	13
Total	13
Adult-Passive	0
Adult Active	106
Total	106
Total Programs Attendance	391

Courtesy Notices	1494
Overdue Notices	163
	1657

Meeting Room Usag	32
GED (PAVE)	62
GLO	9

FY 2025-2026 USAGE REPORT





Agenda Date: June 22, 2026
To: City Council
From: Mark Harcrow, Chief of Police
Agenda Item: May 2026 Police Department Monthly Reports
Date Submitted: 06/11/2026

SUMMARY:

May 2026 Police Department Monthly Reports

RECOMMENDED ACTION:

Report only.

CITY MANAGER APPROVAL:

Attachments

AC May 26
PD Stats may 26
CID stats may 26



Palestine Animal Control Activity Report

511 North John Street

Palestine, Texas 75801

May 2025

Animal Control

Total Calls for Month	95
Bites / Quarantine	3
Investigations (Class B and above)	0
Misd Arrest/Charges (On View)	0
Felony Arrest/Charges (On View)	0
Citations	17
Warnings	0
Animal Intake	43
Traps Set	41
Emergency Calls – OT	0

Palestine Police Department Monthly Activity Report

Date Reported: 5/1/2026 – 5/31/2026



Palestine Police Department
504 N Queen St
Palestine, TX 75801
(903) 729-2254

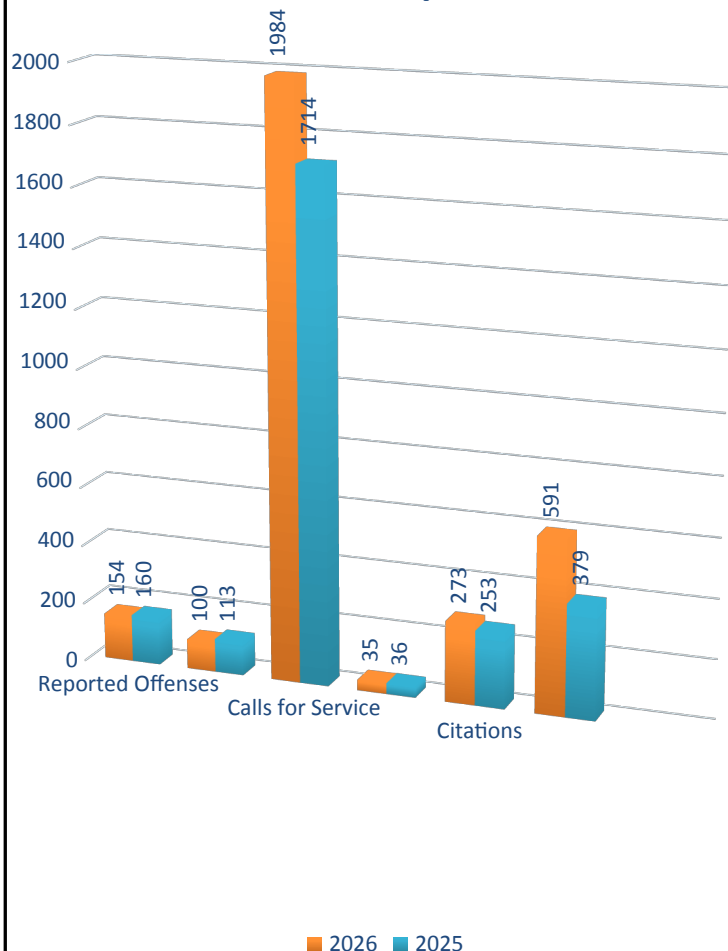
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YYEEAARR TT00

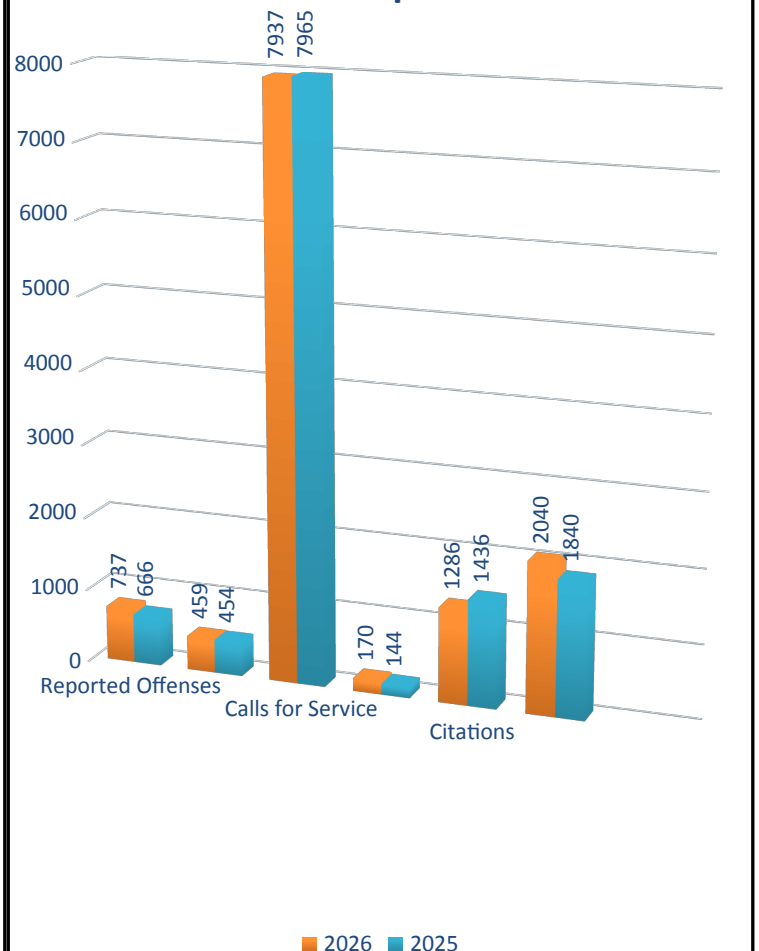
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Reported Offenses	May 2026	May 2025	% Diff	May 2026	May 2025	% Diff
	154	160	4%	737	666	10%
Arrests	May 2026	May 2025	% Diff	May 2026	May 2025	% Diff
	100	113	13%	459	454	1%
Calls for Service	May 2026	May 2025	% Diff	May 2026	May 2025	% Diff
	1984	1714	14%	7937	7965	1%
Traffic	May 2026	May 2025	% Diff	May 2026	May 2025	% Diff
Crash Reports	35	36	3%	170	144	15%
Citations	273	253	7%	1286	1436	12%
Warnings	591	379	36%	2040	1840	23%

Month Comparison



Year Comparison





PALESTINE POLICE DEPARTMENT

CID Council Report

Printed on June 11, 2026

Offense	Disposition	Disposition Date
Cleared Exceptionally - Victim Refused to Cooperate		
SHOTS FIRED	Cleared Exceptionally -	05/07/26

Cleared Exceptionally - Victim Refused to Cooperate Total: 1

Closed

DRUG ACTIVITY	Closed	05/19/26
THEFT	Closed	05/12/26
SEX OFFENSE	Closed	05/20/26
UNAUTHORIZED USE OF MOTOR VEHICLE	Closed	05/12/26
IDENTITY THEFT	Closed	05/12/26
AGENCY ASSIST	Closed	05/12/26
SEX OFFENSE	Closed	05/15/26
INJURY TO A CHILD/ELDERLY/DISABLED	Closed	05/15/26
AGENCY ASSIST	Closed	05/29/26
FORGERY	Closed	05/14/26
AGGRAVATED ASSAULT	Closed	05/27/26
THEFT	Closed	05/27/26
BURGLARY OF HABITATION	Closed	05/27/26
THEFT	Closed	05/27/26
ACCIDENT-INJURY	Closed	05/26/26
AGENCY ASSIST	Closed	05/26/26
ACCIDENT-FATALITY	Closed	05/27/26
GENERAL INFORMATION	Closed	05/05/26
HARASSMENT	Closed	05/14/26
GENERAL INFORMATION	Closed	05/05/26
FRAUD	Closed	05/14/26
GENERAL INFORMATION	Closed	05/05/26

Closed Total: 22

DA Ready

SUSPICIOUS ACTIVITY	DA Ready	05/27/26
ASSAULT	DA Ready	05/27/26
DEADLY CONDUCT	DA Ready	05/27/26

DA Ready Total: 3

Forward to Investigations

SCAM	Forward to	05/30/26
SEX OFFENSE	Forward to	05/20/26
ASSAULT	Forward to	05/01/26
DISORDERLY CONDUCT	Forward to	05/09/26

Offense	Disposition	Disposition Date
INDECENT EXPOSURE	Forward to	05/16/26
ALARM-BURGLARY-BUSINESS	Forward to	05/17/26
UNAUTHORIZED USE OF MOTOR VEHICLE	Forward to	05/26/26
BURGLARY OF HABITATION	Forward to	05/07/26
CIVIL MATTER	Forward to	05/21/26
BURGLARY OF BUILDING	Forward to	05/28/26
CRIMINAL MISCHIEF	Forward to	05/07/26
SEX OFFENSE	Forward to	05/29/26
HIT & RUN	Forward to	05/12/26
TRAFFIC STOP	Forward to	05/25/26

Forward to Investigations Total: 14

Forward to Other Agency

SEX OFFENSE	Forward to Other	05/15/26
FIRE- STRUCTURE	Forward to Other	05/26/26
SEX OFFENSE	Forward to Other	05/13/26

Forward to Other Agency Total: 3

Referred to DA

ASSAULT	Referred to DA	05/22/26
ASSAULT	Referred to DA	05/22/26
AGGRAVATED ASSAULT	Referred to DA	05/22/26
ASSAULT	Referred to DA	05/06/26
ASSAULT	Referred to DA	05/22/26
ASSAULT	Referred to DA	05/22/26
SEX OFFENSE	Referred to DA	05/22/26
FIGHT IN PROGRESS	Referred to DA	05/22/26
BURGLARY OF HABITATION	Referred to DA	05/22/26
BURGLARY OF HABITATION	Referred to DA	05/22/26
CRIMINAL MISCHIEF	Referred to DA	05/22/26
BURGLARY OF HABITATION	Referred to DA	05/14/26
AGGRAVATED ASSAULT	Referred to DA	05/06/26
AGGRAVATED ASSAULT	Referred to DA	05/22/26
AGGRAVATED ASSAULT	Referred to DA	05/22/26
TRAFFIC STOP	Referred to DA	05/06/26
TRAFFIC STOP	Referred to DA	05/22/26
TRAFFIC STOP	Referred to DA	05/06/26
BURGLARY OF HABITATION	Referred to DA	05/06/26
THEFT OF FIREARM	Referred to DA	05/26/26
ASSAULT	Referred to DA	05/22/26
GENERAL INFORMATION	Referred to DA	05/22/26
SEX OFFENSE	Referred to DA	05/22/26
KIDNAPPING	Referred to DA	05/22/26

Referred to DA Total: 24

Total Records: 67



Agenda Date: June 22, 2026
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Public Works May 2026 Monthly Report
Date Submitted: 06/10/2026

SUMMARY:

Public Works May 2026 Monthly Report

RECOMMENDED ACTION:

No required action.

CITY MANAGER APPROVAL:

Attachments

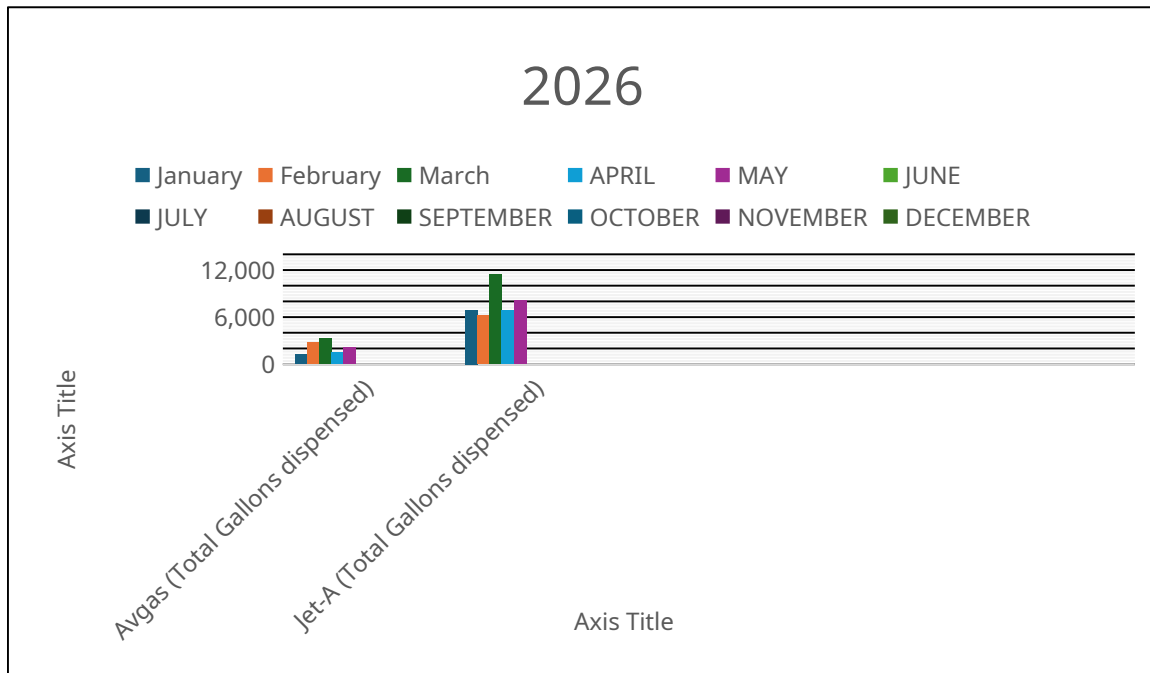
PW Monthly Report



AIRPORT MONTHLY REPORT – May 2026

Jet-A: 1,258,279.2

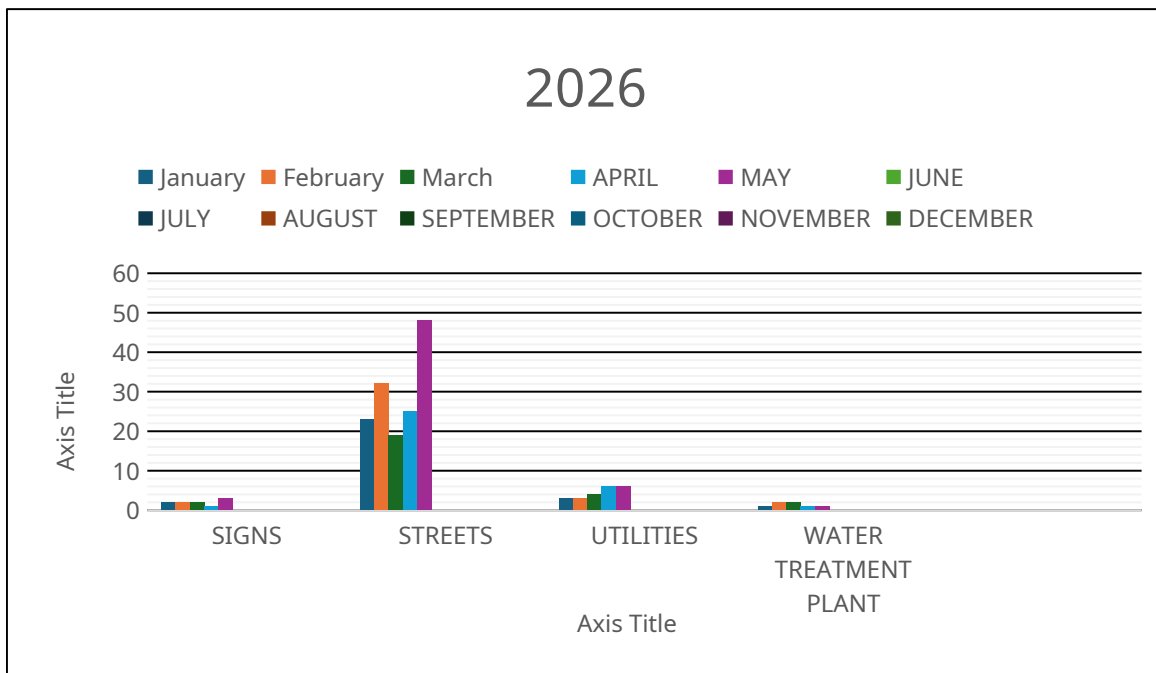
Avgas: 65,186





PUBLIC WORKS REPAIR AND MAINTENANCE REQUESTS – MAY 2026

DEPARTMENT	NUMBER OF REPORTS
• SIGNS	3
• STREETS	48
• UTILITIES	6
• WATER TREATMENT PLANT	1



Utilities Monthly Report May 2026

Water Distribution	
Call Outs:	30
Taps Made:	1
Service Repaired:	2
Feet of Lines Placed:	
Water Leaks Repaired:	3
Fire Hydrants Flushed / Gal. ; Water Loss:	50,000 gal
Fire Hydrants Repaired / Installed:	
Valve box located:	2
Valve box installed:	1
Incerta Valve installed:	
Gate Valve replaced / Installed:	
Meters	
Meter Valves replaced / Installed:	2
Meter box Replaced / Installed:	7
On Call Meters turned off:	6
On Call Meters turned on:	12
Meters Located:	
Meters Installed:	
3/4"	
1"	
1 1/2"	1
2"	7
Bigger than 2"	
Wastewater Collection	
Sewer Basin's Cleaned:	
Sewer lines camera:	2
Trouble spots ran:	4
Sewer Mains Repaired:	
Manhole Installed:	
Manholes Changed/Repaired:	
Sewer Stoppage City:	6
Sewer Stoppage Private:	2
New Sewer Tap Installed:	
Sewer Services Repaired:	5
Sewer pipe installed (ft):	ft
Haul Dirt / Concrete Rip Rap:	10
ROW Mowed / Cleared:	1
On Call Trees:	1

Vegetation Management:	
Hydro Excavate:	5
Engineering:	
Line Locates (ft):	12,600 feet
Tap application:	2

STREETS MONTHLY REPORT May

Asphalt	
Square feet of Asphalt Laid	2069
Utility Cuts	11
Potholes filled	419
Square Feet of Chipseal Laid	0
Right of Way's	
Feet mowed of Street Right of Way	22375 /4.5 miles
Utility Right of Ways mowed / cleared	0
Trees removed from road / Right of Way	16
Compost Sight	
Number of Customers	410
Number of loads of Concrete Hauled	0
Number of loads of Illegal dumping Hauled	0
Number of loads of Dirt Hauled	0
Drainage	
Feet of drainage repaired	9147
Feet of Drainage Installed	429
Feet of ditches dug out	8722
Sweeping	
Feet of Street's Swept	88070/16.75 miles
Day's assisting other Departments	
Utilities	0
Parks	0
Water Treatment Plant	0
Wastewater Treatment Plant	0
Code Enforcement	0
Street Signs	
New Sign Installation	7
Repair	49



Agenda Date: June 22, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Appointment to the Airport Advisory Board
Date Submitted: 06/15/2026

SUMMARY:

Consider the appointment of Frank Campos to vacant Place 3 on the Airport Advisory Board with a term to expire on September 30, 2027.

RECOMMENDED ACTION:

CITY MANAGER APPROVAL:

Attachments

Frank Campos - Board Application

From: noreply@civicplus.com
To: April Jackson
Subject: Online Form Submittal: Board or Commission Application
Date: Saturday, June 6, 2026 10:50:39 PM

Board or Commission Application

BOARD OR COMMISSION APPLICATION

First Name	Frank
Last Name	Campos
Date of Application	6/6/2026
Home Address	
Home Phone	Field not completed.
Office Phone	Field not completed.
Cell Phone	
Email	
Are you a resident of Palestine?	Yes
How Many Years?	23
What is your Occupation?	Flight Instructor
What is Your Place of Employment?	Morrison Aviation
I would like to serve on the following Board(s) and Commission(s):	Airport Advisory Board
Do you currently serve on any Boards or Commissions?	No
Will you submit to a background check and complete protective training if your Board or	Yes

Commission interacts
with children?

Do you have any
outstanding debts
owed to the City of
Palestine?

No

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

Experiences and
qualifications that you
feel would make a
contribution to a City of
Palestine Board or
Commission:

As someone who works primarily out of PSN, I spend a lot of time at Palestine's airport as well as many other local airports. This affords me the ability to talk with and gain knowledge from many people involved in the world of aviation. I look at this as an opportunity to do an act of service for my hometown and local community.

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

Electronic Signature
Agreement

I agree.

Electronic Signature

Frank A Campos

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

Email not displaying correctly? [View it in your browser.](#)



Agenda Date: June 22, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Approval of Minutes
Date Submitted: 06/12/2026

SUMMARY:

Consider approval of the minutes of the May 26, 2026, and June 9, 2026, meetings.

RECOMMENDED ACTION:

Staff recommends approval of the minutes as presented.

CITY MANAGER APPROVAL:

Attachments

June 8, 2026, Minutes
May 26, 2026, Minutes

DRAFT



MINUTES

The City Council of the City of Palestine convened for a regular meeting on June 8, 2026, at 3:30 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:

Mayor Jordan arrived at 4:06 p.m.

Present: Mitchell Jordan, Mayor; Ava Harmon, Mayor Pro Tem; James Smith, Council Member; Kenneth Davidson, Council Member; Angela Woodard, Council Member
Absent: Sean Conner, Council Member; Christopher Gibbs, Council Member
Also Present: Teresa Herrera, City Manager; April Jackson, City Secretary; Rezzin Pullum, City Attorney (Via Zoom); Susan Davis, Development Services Director; Andrew Sibai, Finance Director; Shannon Davis, Fire Chief; Micah Betterton, Assistant Fire Chief/Emergency Management Coordinator; Susie Streb, Human Resources Director; Ana Sanchez, Library Director; Mark Harcrow, Police Chief; Jason Shelton, Interim Public Works Director; Cassie Ham, Tourism Marketing Manager

WORK SESSION

1. Discussion regarding municipal authority and zoning regulations for HUD-code manufactured homes in compliance with state law. Susan Davis, Development Services Director

Development Services Director Susan Davis presented information regarding Texas Senate Bill 785 and its impact on municipal zoning regulations. She explained that the legislation requires cities to permit HUD-code manufactured homes in at least one residential zoning district and prohibits municipalities from imposing additional restrictions that are not applied to site-built homes. Ms. Davis reviewed the City's existing manufactured housing regulations, discussed the bill's compliance requirements, outlined potential legal consequences for non-compliance after September 1, 2026, and reviewed recommended ordinance amendments needed to ensure compliance with state law.

2. Discussion regarding the proposed budget for Fiscal Year 2026-2027. Andrew Sibai, Finance Director

Finance Director Andrew Sibai presented a summary of the significant changes proposed within each departmental budget for Fiscal Year 2026-2027, including City Administration, Human Resources, Municipal Court, Police Department, Fire Department, Finance Department, Parks and Recreation Department, Facility Maintenance Department, Library Department, Development Services Department, Public Works Department, Hotel Occupancy Tax Fund, Revenue Fund, Debt Service Fund, and Sanitation Fund. Discussion followed regarding the proposed budgets and departmental funding requests.

There being no further business to come before the City Council, the work session was adjourned at 5:17 p.m.

REGULAR MEETING

A. CALL TO ORDER

Mayor Jordan called the regular meeting to order at 5:32 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Captain Matt Kerr and was followed by the Pledge of Allegiance.

C. PROPOSED CHANGES OF AGENDA ITEMS

There were no proposed changes to agenda items.

D. PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS

Dan Bacon expressed appreciation to the Fire Department regarding its internship training program. He also spoke concerning the return on investment of City funding expenditures.

Harold Buford spoke regarding City purchases and alleged violations of the City's noise ordinance.

1. Recognition of Elkhart High School students Dylan Luman, Colton King, Kollin Peiffer, and Kaden Crites for completing internship training with the Palestine Fire Department. Shannon Davis, Fire Chief

Fire Chief Shannon Davis and Assistant Fire Chief Micah Betterton recognized Kollin Peiffer and Kaden Crites for their completion of internship training with the Palestine Fire Department.

E. CONFLICT OF INTEREST DISCLOSURES

No conflict of interest disclosures were made.

F. CITY MANAGER'S REPORT

Tourism Marketing Manager Cassie Ham provided an overview of the America250: A Star-Spangled Jubilee celebration scheduled for July 3–4, 2026.

City Manager Teresa Herrera announced that City Hall would be closed in observance of the Juneteenth holiday and provided information regarding upcoming Juneteenth events.

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

The following departmental reports were provided:

1. April 2026 Financial Statement
2. April 2026 Library Monthly Report
3. April/May 2026 Economic Development Monthly Report
4. May 2026 Fire Monthly Report
5. May 2026 Parks and Recreation/Facility Maintenance Monthly Report

G. **BOARD APPOINTMENTS**

1. Consider the appointment of Michael Watson to Place 1 on the Historic Landmarks Commission with a term to expire September 30, 2027. Mitchell Jordan, Mayor

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

Vote: 5 - 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 a Hotel Occupancy Tax Funding Agreement between the City of Palestine and Community Mpack II, Inc. for the 3rd Annual Juneteenth Festival. Cassie Ham, Tourism Marketing Manager

Motion by Mayor Pro Tem Ava Harmon, seconded by Council Member James Smith to approve the Consent Agenda as presented.

Vote: 5 - 0 - Unanimously

I. **REGULAR AGENDA**

J. **ITEMS FROM COUNCIL**

Council Member Smith spoke regarding the 27th Annual Juneteenth Pageant and noted that organizers also host a fish fry, historical reenactment, and park party each year in celebration of Juneteenth. He recognized Truman Lamb, David Henderson, and June McCoy for their contributions. Council Member Smith also spoke regarding the Palestine Public Library's summer programs.

Council Member Davidson thanked City staff for their efforts. He asked that the families of June McCoy, the Rogers family, and the McCarthy family be kept in prayer during their time of loss. Council Member Davidson also spoke regarding the Community Mpack 3rd Annual Juneteenth Festival and the significance of Juneteenth.

K. **MAYOR'S REPORT**

Mayor Jordan spoke regarding the LEAD's Juneteenth Celebration, the significance of the Juneteenth holiday, and the upcoming Soap Box Derby scheduled for June 28, 2026.

L. **CLOSED SESSION**

Mayor Jordan announced that Council would go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 5:58 p.m.

1. Section 551.071 consultation with attorney: pending or contemplated litigation or a settlement offer: Palestine Municipal Airport and Tracy Lynn Starr v. City of Palestine.

2. Section 551.072 deliberation regarding real property: the purchase, exchange, lease, or value of real property owned by Palestine ISD.

M. RECONVENE IN REGULAR SESSION

Mayor Jordan reconvened Council into open session at 7:50 p.m.

1. Take any action necessary regarding pending or contemplated litigation or a settlement offer: Palestine Municipal Airport and Tracy Lynn Starr v. City of Palestine.
Motion by Mayor Pro Tem Ava Harmon, seconded by Council Member Angela Woodard to authorize Attorney Jill Penn to continue negotiations and pursue a settlement agreement regarding the Palestine Municipal Airport litigation.

Vote: 5 - 0 - Unanimously

2. Take any action necessary regarding real property: the purchase, exchange, lease, or value of real property owned by Palestine ISD.

No action was taken.

N. ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 7:50 p.m.

PASSED AND APPROVED THIS 22ND DAY OF JUNE 2026.

Mitchell W. Jordan, Mayor

ATTEST:

April Jackson, City Secretary

DRAFT



MINUTES

The City Council of the City of Palestine convened for a regular meeting on May 26, 2026, at 5:30 p.m. for the Regular Meeting in the Council Chambers at City Hall, 504 N. Queen Street, Palestine, Texas, with the following members present:

Present: Mitchell Jordan, Mayor; Ava Harmon, Mayor Pro Tem; James Smith, Council Member; Angela Woodard, Council Member

Absent: Sean Conner, Council Member; Kenneth Davidson, Council Member; Christopher Gibbs, Council Member

Also Present: Teresa Herrera, City Manager; April Jackson, City Secretary; Rezzin Pullum, City Attorney; Susan Davis, Development Services Director; Andrew Sibai, Finance Director; Shannon Davis, Fire Chief; Ana Sanchez, Library Director (Via Zoom); Mark Harcrow, Police Chief; Jonathan Phillips, Fire Marshal

REGULAR MEETING

A. CALL TO ORDER

Mayor Jordan called the Regular Meeting to order at 5:33 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Council Member Woodard and was followed by the Pledge of Allegiance.

C. PROPOSED CHANGES OF AGENDA ITEMS

Mayor Jordan requested that Item J.8 be removed from the Regular Agenda and considered at a future meeting.

D. PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS

There were no public recognitions, public comments, or announcements.

E. CONFLICT OF INTEREST DISCLOSURES

No conflict of interest disclosures were reported.

F. PUBLIC HEARINGS

1. Public hearing regarding a request for a Specific Use Permit to allow a church at 110 W. Kolstad Street and a short-term rental at 801 N. Sycamore Street/150 W. Kolstad Street. (Applicant: Kevin Fuhr) Susan Davis, Development Services Director

Development Services Director Susan Davis summarized a request for a Specific Use Permit to allow a church use at 110 W. Kolstad Street and short-term rental use at 801 N. Sycamore Street/150 W. Kolstad Street. Ms. Davis noted that no responses were received to the public hearing notices mailed to surrounding property owners. She further explained that the applicant clarified the request includes short-term rental use for all units at 801 N. Sycamore Street/150 W. Kolstad Street and does not include short-term rental use within the church at 110 W. Kolstad Street. The Planning and Zoning Commission unanimously recommended approval of the request.

Mayor Jordan opened the public hearing at 5:39 p.m. and asked for anyone speaking for or against the request to do so. With no one speaking, Mayor Jordan closed the public hearing at 5:41 p.m.

2. Public hearing regarding a request for a Specific Use Permit to allow a manufactured home at 900 San Jacinto Street. (Applicant: Cynthia Jones) Susan Davis, Development Services Director

Development Services Director Susan Davis summarized a request for a Specific Use Permit to allow a manufactured home at 900 San Jacinto Street. Ms. Davis noted that notices were mailed to surrounding property owners, resulting in two responses in favor and one response in opposition. She further explained that the Planning and Zoning Commission unanimously recommended approval of the request, subject to the property being replatted into a single lot.

Mayor Jordan opened the public hearing at 5:42 p.m. Applicant Cynthia Jones spoke in favor, and no one spoke in opposition. With no one speaking, Mayor Jordan closed the public hearing at 5:44 p.m.

3. Public hearing regarding a proposed ordinance amending Chapter 39, Section 39.2.3-4, Manufactured and Mobile Homes to revise terminology by removing references to "mobile home" and replacing them with "manufactured home," where applicable. Susan Davis, Development Services Director

Development Services Director Susan Davis summarized a proposed ordinance amending Chapter 39, Section 39.2.3-4, to replace references to "mobile home" with "manufactured home" where applicable. Ms. Davis explained that manufactured homes have been constructed in accordance with the HUD Code since June 15, 1976, while mobile homes were built prior to the adoption of the HUD Code. She noted that the Planning and Zoning Commission unanimously recommended approval of the amendment.

Mayor Jordan opened the public hearing at 5:46 p.m. No one spoke in favor, and Joe Eagens spoke in opposition. Mayor Jordan closed the public hearing at 5:50 p.m.

4. Public hearing regarding a proposed ordinance amending Chapter 39, Section 39.2.2-13, Land Use Chart to remove the option of obtaining a Specific Use Permit (SUP) to allow placement of a manufactured home within the Residential Estate (RE) and Mixed Residential (MR) zoning districts. Susan Davis, Development Services Director

Development Services Director Susan Davis summarized a proposed ordinance amending Chapter 39, Section 39.2.2-13, Land Use Chart, to remove the requirement for a Specific Use Permit for manufactured homes in the Residential Estate (RE) and Mixed Residential (MR) zoning districts. Ms. Davis explained that the amendment is necessary to comply with Senate

Bill 785, which becomes effective September 1, 2026. She further explained that if the ordinance was not amended, manufactured homes would be allowed by right in those districts without the need for a Specific Use Permit. Ms. Davis noted that manufactured homes are already permitted by right in the Manufactured Home Park zoning district and Manufactured Home Overlay. The Planning and Zoning Commission unanimously recommended approval of the amendment.

Mayor Jordan opened the public hearing at 5:53 p.m. No one spoke in favor. Cynthia Jones and Joe Eagans spoke in opposition. Mayor Jordan closed the public hearing at 6:00 p.m.

5. Public hearing regarding the adoption of the 2021 International Building Code, 2021 International Fire Code, 2021 Existing Building Code, 2021 International Residential Code for One and Two-Family Dwellings, 2021 Mechanical Code, 2021 International Plumbing Code, 2021 International Property Maintenance Code, 2021 International Fuel Gas Code, and the 2021 International Swimming Pool and Spa Code. Susan Davis, Development Services Director

Development Services Director Susan Davis advised Council that stakeholder meetings were conducted in August 2025 with trade professionals, utility representatives, regulatory agencies, and Bureau Veritas staff to review the proposed code updates. She stated that the Building and Standards Commission unanimously approved the adoption of the 2021 International Fire Code, with amendments, on September 25, 2025, and subsequently approved the remaining 2021 International Codes, with amendments, on February 26, 2026. Ms. Davis also advised that the City would continue utilizing the 2018 International Energy Conservation Code.

Mayor Jordan opened the public hearing at 6:04 p.m. and asked for anyone speaking for or against the request to do so. With no one speaking, Mayor Jordan closed the public hearing at 6:07 p.m.

G. CITY MANAGER'S REPORT

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

The following departmental reports were provided:

1. April 2026 Development Services Monthly Report
2. April 2026 Fire Monthly Report
3. April 2026 Municipal Court Monthly Report
4. April 2026 Parks and Recreation/Facility Maintenance Monthly Report
5. April 2026 Police Monthly Reports and the 2025 Racial Profiling Report
6. April 2026 Public Works Monthly Report

H. BOARD APPOINTMENTS

1. Consider the appointment of Michael Watson to Place 1 on the Historic Landmarks Commission with a term to expire September 30, 2027. Mitchell Jordan, Mayor

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

Vote: 3 - 0

Other: Council Member James Smith (ABSTAIN)

The motion failed due to the lack of four affirmative votes required for approval.

2. Consider the reappointment of Kristy Wages to Place 2 and Adam Armstrong to Place 3 on the Planning and Zoning Commission, with terms to expire on 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: 4 - 0 - Unanimously

3. Consider the appointment of Aderemi Adebiyi to Place 1 on the Planning and Zoning Commission with a term to expire on September 30, 2027. Mitchell Jordan, Mayor

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

Vote: 4 - 0 - Unanimously

I. **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 May 11, 2026. April Jackson, City Secretary
2. Consider approval of a resolution authorizing the filing of an application with the Texas Water Development Board (TWDB) for financial assistance in an amount not to exceed \$15,000,000 for the financial, design, and construction of water system improvements. Teresa Herrera, City Manager **(Resolution No. R-17-26)**
3. Consider approval of an ordinance amending the budget for the fiscal year October 1, 2025, through September 30, 2026, to appropriate and set aside funds for the purchase of a downtown building for the Palestine Economic Development Corporation office relocation and renovation project. Andrew Sibai, Finance Director **(Ordinance No. O-13-26)**

Motion by Mayor Pro Tem Ava Harmon, seconded by Council Member James Smith to approve the Consent Agenda as presented, adopting **Resolution No. R-17-26** and **Ordinance No. O-13-26**.

Vote: 4 - 0 - Unanimously

J. **REGULAR AGENDA**

1. Discussion and possible action regarding an ordinance granting a Specific Use Permit to allow a church at 110 W. Kolstad Street and a short-term rental at 801 N. Sycamore Street/150 W. Kolstad Street. (Applicant: Kevin Fuhr) Susan Davis, Development Services Director **(Ordinance No. O-14-26)**

Motion by Mayor Mitchell Jordan, seconded by Council Member James Smith to approve the item as presented, adopting **Ordinance No. O-14-26**.

Vote: 4 - 0 - Unanimously

2. Discussion and possible action regarding an ordinance granting a Specific Use Permit to allow the placement of a manufactured home at 900 San Jacinto Street. (Applicant: Cynthia Jones) Susan Davis, Development Services Director **(Ordinance No. O-15-26)**

Motion by Mayor Pro Tem Ava Harmon, seconded by Council Member James Smith to approve the item as presented, adopting **Ordinance No. O-15-26**.

Vote: 4 - 0 - Unanimously

3. Discussion and possible action regarding an ordinance amending Chapter 39 "Zoning" of the Code of Ordinances by amending Section 39.2.3-4 "Manufactured and Mobile Homes" to revise terminology related to manufactured homes. Susan Davis, Development Services Director **(Ordinance No. O-16-26)**

Development Services Director Susan Davis summarized a proposed ordinance amending Chapter 39, Section 39.2.3-4, to replace references to "mobile home" with "manufactured home" where applicable. Ms. Davis explained that manufactured homes have been constructed in accordance with the HUD Code since June 15, 1976, while mobile homes were built prior to the adoption of the HUD Code. She noted that the Planning and Zoning Commission unanimously recommended approval of the amendment.

Motion by Council Member Angela Woodard, seconded by Mayor Pro Tem Ava Harmon to approve the item as presented, adopting **Ordinance No. O-16-26**.

Vote: 4 - 0 - Unanimously

4. Discussion and possible action regarding an ordinance amending Chapter 39, Section 39.2.2-13, Land Use Chart to remove the option of obtaining a Specific Use Permit (SUP) to allow placement of a manufactured home within the Residential Estate (RE) and Mixed Residential (MR) zoning districts. Susan Davis, Development Services Director

Development Services Director Susan Davis provided information regarding Senate Bill 785 and proposed amendments to the Land Use Chart related to the placement of manufactured homes. Discussion was held regarding the removal of the Specific Use Permit option for the placement of manufactured homes within the Mixed Residential and Residential Estate zoning districts. Ms. Davis explained that manufactured homes are currently permitted by right within the Manufactured Home Park Zoning District and Manufactured Home Overlay; however, placement within the Mixed Residential and Residential Estate zoning districts requires approval of a Specific Use Permit. She further explained that Senate Bill 785 prohibits municipalities from imposing zoning requirements on manufactured homes that are not also applied to site-built homes. As a result, retaining the Specific Use Permit requirement could create a conflict with state law and potentially result in manufactured homes being permitted within those districts without a Specific Use Permit. The proposed amendment would remove the Specific Use Permit option and limit the placement of manufactured homes to the Manufactured Home Park Zoning District and Manufactured Home Overlay. Following discussion of the proposed amendment, City Attorney Rezzin Pullum proposed expanding the existing Manufactured Home Overlay or establishing an additional Manufactured Home Overlay to provide additional locations for the placement of manufactured homes while maintaining compliance with Senate Bill 785.

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

Motion by Mayor Pro Tem Ava Harmon, seconded by Council Member James Smith to amend the previous motion to postpone taking action until more information and clarification could be provided regarding Senate Bill 785.

Vote: 4 - 0 - Unanimously

5. Discussion and possible action regarding appointing a subcommittee for the purpose of amending Chapter 39, Article III, Section 39.3.6-16, Signs in the Main Street Overlay District. Susan Davis, Development Services Director

Development Services Director Susan Davis advised that the Main Street Advisory Board approved proposed amendments on February 27, 2026, including transferring administrative approval authority to the Development Services Department. The Planning and Zoning Commission later tabled the item following public hearing comments and recommended appointing a subcommittee to review the Main Street sign ordinance, citing a need for additional expertise regarding Main Street sign requirements. Discussion was held regarding the subcommittee's composition, consisting of Main Street Advisory Board members, Planning and Zoning Commission members, and downtown business owners, as well as the anticipated number of meetings needed to complete the review.

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

Vote: 4 - 0 - Unanimously

6. Discussion and possible action regarding an ordinance amending Section 22-41 of the Code of Ordinances to adopt the 2021 International Building Code, 2021 International Fire Code with amendments, 2021 International Existing Building Code, 2021 International Residential Code for One-and Two-Family Dwellings with amendments, 2021 International Mechanical Code, 2021 International Plumbing Code, 2021 International Property Maintenance Code, 2021 International Fuel Gas Code, and 2021 International Swimming Pool and Spa Code. Susan Davis, Development Services Director **(Ordinance No. O-17-26)**

City Attorney Rezzin Pullum clarified that the ordinance would adopt the 2021 International Swimming Pool and Spa Code for the first time. He further clarified that the code would be incorporated into Chapter 58, Health and Sanitation, Article VII, Pool and Spa Safety, of the City Code.

Motion by Mayor Mitchell Jordan, seconded by Council Member James Smith to approve the item as presented, adopting **Ordinance No. O-17-26**.

Vote: 4 - 0 - Unanimously

7. Discussion and possible action regarding an ordinance amending Chapter 98 "Utilities," Article III "Rates and Charges," by amending Section 98-93 "Solid Waste Collection Fees" of the Code of Ordinances related to commercial solid waste collection fees. Andrew Sibai, Finance Director **(Ordinance No. O-18-26)**

Finance Director Andrew Sibai presented an ordinance to increase commercial solid waste collection fees by 2.2% due to increased costs from Waste Connections.

Motion by Mayor Mitchell Jordan, seconded by Mayor Pro Tem Ava Harmon to approve the item as presented, adopting **Ordinance No. O-18-26**.

Vote: 4 - 0 - Unanimously

8. ~~Discussion and possible action regarding an Operations and Facility Use Agreement between the City of Palestine and Tri-County Meals on Wheels for use of the Meals on Wheels facility as an emergency and warming shelter. Teresa Herrera, City Manager (Item pulled from the Regular Agenda and postponed to a future meeting.)~~

K. ITEMS FROM COUNCIL

Council Member Woodard commended the Public Works Department for recent street repairs completed within her district. She also recognized Rock Bottom Ranch for its efforts and spoke regarding their fundraiser at Southside Baptist Church.

Council Member Smith recognized Parks and Recreation Director Patsy Smith and the Parks and Recreation Department for their efforts in hosting Family Fish Day at Blue Lake. He also spoke regarding his granddaughter's track meet in Austin, the Palestine Public Library Summer Program, the upcoming Juneteenth Celebration scheduled for June 19, 2026, and a recent WE Care program meeting.

L. MAYOR'S REPORT

Mayor Jordan spoke regarding Rock Bottom Ranch, LEAD's Juneteenth Celebration, and Community Impact's Juneteenth Celebration. He also reminded the public that City Hall would be closed in observance of Juneteenth and spoke regarding the Memorial Day holiday.

M. ADJOURNMENT

With no other business to come before Council, the meeting was adjourned at 7:13 p.m.

PASSED AND APPROVED THIS 8TH DAY OF JUNE 2026.

Mitchell W. Jordan, Mayor

ATTEST:

April Jackson, City Secretary



Agenda Date: June 22, 2026

To: City Council

From: April Jackson, City Secretary

Agenda Item: Amendment No. 1 to Engineering Services Agreement for Southview Lift Station and Force Main Improvements

Date Submitted: 06/15/2026

SUMMARY:

This amendment updates the scope of services for the Southview Lift Station and Force Main Improvements Project to incorporate City-requested modifications to the project scope, add right-of-way acquisition services, and revise the project schedule. Existing project funds will be reallocated to accommodate these changes, resulting in no additional cost to the City.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Amendment No. 1 – Southview Lift Station and Force Main Improvements Project

This is **EXHIBIT C** referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 26, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Owner: City of Palestine
Engineer: **KSA Engineers, Inc.**
Project: Southview Lift Station and Force Main Improvements

Nature of Amendment: (Check those that apply)

- X Additional Services to be performed by Engineer
- X Modifications to services of Engineer
- Modifications to responsibilities of Owner
- X Modifications of payment to Engineer
- X Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Refer to the scope modification memorandum included as Attachment 1.

Agreement Summary:

Original agreement amount:	\$ 1,122,500.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ <u>0.00</u>
Adjusted Agreement amount:	\$ <u>1,122,500.00</u>

Change in time for services (days, as applicable): Refer to revised schedule in Attachment 1.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All other provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of the Amendment is _____.

Owner: **City of Palestine**

Engineer: **KSA Engineers, Inc.**

Name

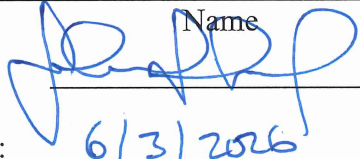
By: _____

Date: _____

Name: Teresa Herrera, CPM, TRMC

Title: City Manager

Name

By:  _____

Date: 6/3/2026

Name: John G. Reidy, P.E.

Title: Managing Principal



6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

SCOPE MODIFICATION MEMORANDUM

To: City of Palestine

From: Jeremy Orr, P.E. - KSA Engineers

Date: 5-26-26

Project: Southview Lift Station & Force Main Improvements

Subject: Owner-Requested Scope Modification – Project Revisions

1. PURPOSE

The purpose of this memorandum is to document the City of Palestine's requested modifications to the originally developed project scope for the Southview Lift Station and Force Main Improvements project and to summarize the anticipated implications of these revisions.

2. BACKGROUND

The Preliminary Engineering Report (PER), dated February 2023, established the basis of design for the project. The PER recommended construction of a new lift station and force main system designed to accommodate projected ultimate buildout conditions within the service area. Key elements of the original recommended scope included:

- Construction of a new lift station with triplex pumps (firm capacity of 2,560 gpm)
- Installation of a new 16-inch force main to replace the existing 10-inch force main
- Improvements designed to accommodate ultimate peak flow conditions (~2,560 gpm)
- Full replacement of aging infrastructure to address condition and capacity deficiencies

The Opinion of Probable Construction Cost (OPPC) for these recommended improvements is approximately \$8.0 million.

3. OWNER-REQUESTED SCOPE MODIFICATIONS

After completion of preliminary design phase, KSA met with City staff to discuss review comments and the City indicated at that meeting that they wanted to look at cost reduction measures and want to discuss internally. A project scope change meeting was held on March 25, 2026, the City requested revisions to the project scope with the primary objective of reducing overall project cost. The requested modifications are summarized below.

3.1 Lift Station Design Revisions

- Reduce initial installation to two (2) pumps, with provisions for a future third pump.
- Utilize existing pump type and model (85 HP, ~ 815 gpm each).
- Limit operational configuration to two pumps running simultaneously (~1,700 gpm max capacity).
- Third pump to serve as redundancy only (not for simultaneous operation).

- Revise lifting equipment from bridge crane to jib crane.

3.2 Force Main Modifications

- Install new force main only from the proposed lift station to the end of Fay Way Drive.
- Proposed force main diameter reduced to 12-inch.
- Reuse existing 10-inch force main from end of Fay Way to discharge manhole.
- Maintain existing force main discharge point and downstream receiving system.
- Replace existing air release valves as part of the project.
- Revise creek crossing at Fay Way Drive for tie-in to existing infrastructure.

3.3 System Capacity Revisions

- Revised design pumping capacity: ~1,700 gpm max (two pumps operating).
- Existing downstream constraint (12-inch gravity sewer) remains unchanged and continues to limit system capacity.
- No modifications proposed to receiving gravity sewer infrastructure.

3.4 Electrical and Equipment Modifications

- Use rack-mounted variable frequency drives in lieu of a dedicated electrical building.
- Maintain inclusion of diesel standby generator, with reduced sizing for smaller pumps.
- Revise electrical configuration per City updated preferences (J-box between wet well and control panels, rack requirements, etc.).

4. COMPARISON TO ORIGINAL PER RECOMMENDATIONS

The requested scope revisions represent a considerable departure from the PER-recommended improvements, including:

- Reduction in firm pumping capacity from 2,560 gpm to approximately 1,700 gpm.
- Partial replacement (rather than full replacement) of the existing force main.
- Continued reliance on existing downstream infrastructure that was previously identified as a limiting factor.
- Deferral of ultimate buildout capacity improvements.

The PER identified that both the existing force main and receiving gravity sewer system lack sufficient capacity for ultimate projected flows and recommended upgrades accordingly.

5. IMPLICATIONS OF REQUESTED CHANGES

The Owner-requested modifications are expected to result in reduced initial construction cost; however, the following considerations should be acknowledged:

- Reduced system capacity relative to ultimate projected service area demands.
- Continued reliance on existing infrastructure with known capacity limitations.

- Potential need for future capital improvements as development progresses.
- Increased likelihood of future modifications or expansions, including:
 - Installation of additional pump capacity
 - Replacement or upsizing of remaining force main segments
 - Potential downstream system improvements

These revisions represent a shift from an ultimate buildout design approach to a phased or interim capacity approach.

5.1 Existing Force Main Condition Considerations

The revised project scope includes reuse of portions of the existing 10-inch force main. As documented in the PER, the existing force main is in poor condition and has required repairs in the past. While the revised design reduces overall system capacity compared to the original PER recommendations, the proposed configuration will result in changes to operating conditions within the existing force main, including variations in flow rates and discharge pressures. As a result, the long-term performance and reliability of the existing force main cannot be guaranteed. There is an increased risk that continued use of this existing pipeline may result in future leaks, breaks, or maintenance issues, particularly as system demands change over time. Any such impacts would be inherent to the condition of the existing infrastructure and are not eliminated by the revised project scope.

5.2 Hydraulic Performance of Owner-Selected Pumps

The City has requested the use of existing pump equipment for the proposed lift station. Pump performance data provided by the City was evaluated using a hydraulic model of the revised system configuration. Based on this analysis, the anticipated operating range of the proposed pumps is approximately 735 to 841 gallons per minute (gpm) per pump under normal operating conditions. This is slightly less than the nominal pump capacity (approximately 815 gpm) identified by the City for the existing pumps.

The reduction in pump output is primarily attributed to the increased depth of the proposed wet well, which results in higher total dynamic head (TDH) compared to the existing lift station configuration. Accordingly, the total system capacity with two pumps operating is anticipated to range from approximately 1,065 to 1,132 gpm, which is slightly below the target capacity discussed during the scope revision meeting. This evaluation indicates that while reuse of the existing pumps is feasible, the system will operate at reduced capacity relative to both the original PER recommendations and nominal pump ratings.

5.3 Project Cost Considerations

Based on the revised project scope described herein, the updated Opinion of Probable Construction Cost (OPCC) is estimated to be approximately \$4.2 million. This reflects a sizable reduction from the original

PER-level planning cost estimate and is primarily attributed to the reduced system capacity, partial reuse of existing infrastructure, and elimination or modification of certain project components.

It should be noted that this opinion of cost is based on the revised scope and current level of design development. Additional adjustments to the OPCC may occur as design progresses and project details are further refined.

6. RECOMMENDATIONS

It is recommended that the City executes the attached engineering agreement amendment if they are in agreement with the revised project scope as outlined in this design basis memorandum.

The revised project scope is anticipated to reduce the overall construction contract time for the project. The original agreement was based upon a construction contract time of 20 months which is now anticipated to be reduced to 15 months.

The City has requested an additional service related to right-of-way (ROW) agent services for coordination and negotiations with landowners for acquisition of the easements for the project. Based on a review of the remaining project budget, sufficient funds are available within the existing contract to accommodate this effort through reallocation of remaining budget items. Accordingly, the total engineering contract amount will remain unchanged, and no increase in overall contract value is anticipated. The scope of services will be revised to reflect this reallocation and inclusion of additional services. It should be noted that the ROW Agent services exclude easement/land purchase costs, legal counsel, appraisal services, title services, and front-end easement language. Below is a summary of the reallocated remaining professional service fees which results in no additional cost to the City:

Phase	Original Contract Amount	Earned	Notes	Amendment 1	Revised Contract Amount
Study and Report	\$ 40,000.00	\$ 40,000.00	Completed	\$ -	\$ 40,000.00
Preliminary Design	\$ 325,000.00	\$ 325,000.00	Increase for Revised Scope	\$ 53,100.00	\$ 378,100.00
Manhole Field Survey	\$ 5,000.00	\$ 3,570.00	Completed	\$ -	\$ 3,570.00
Design Survey	\$ 50,000.00	\$ 50,165.00	Increase for Revised Scope	\$ 4,000.00	\$ 54,165.00
Geotechnical Investigation	\$ 30,600.00	\$ 29,325.00	Completed	\$ -	\$ 29,325.00
Final Design	\$ 216,700.00	\$ -	Increase for Revised Scope	\$ 210,000.00	\$ 210,000.00
Easement Surveying	\$ 5,400.00	\$ 5,175.00	Increase for Revised Scope	\$ 3,925.00	\$ 9,100.00
Easement Plats and Descriptions	\$ 8,400.00	\$ 8,050.00	Increase for Revised Scope	\$ 2,000.00	\$ 10,050.00
TxDOT Permitting	\$ 2,500.00	\$ 1,590.00	Completed	\$ -	\$ 1,590.00
UPRR Permitting	\$ 10,000.00	\$ -	No Longer Required	\$ -	\$ -
Bidding	\$ 10,000.00	\$ -	No Change	\$ 10,000.00	\$ 10,000.00
Construction	\$ 150,000.00	\$ -	Reduce for Revised Scope	\$ 123,750.00	\$ 123,750.00
Construction Materials Testing	\$ 36,600.00	\$ -	No Change	\$ 36,600.00	\$ 36,600.00
RPR Construction Services	\$ 213,800.00	\$ -	Reduce for Revised Scope	\$ 189,000.00	\$ 189,000.00
Electrical Power System Studies	\$ 15,000.00	\$ -	No Change	\$ 15,000.00	\$ 15,000.00
ROW Agent	\$ -	\$ -	New Additional Service Requested	\$ 8,750.00	\$ 8,750.00
Reimbursables	\$ 3,500.00	\$ 57.42	No Change	\$ 3,442.58	\$ 3,500.00
Totals:	\$ 1,122,500.00	\$ 462,932.42		\$ 659,567.58	\$ 1,122,500.00

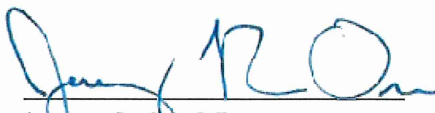
7. CLOSING

This memorandum documents the Owner-directed scope modifications and their implications relative to the original PER recommendations. These revisions are being incorporated at the request of the City to reduce project construction costs and will guide the next phase of design. Below is a revised project schedule that assumes a notice to proceed is provided to KSA at the June 8th council meeting.

Updated Project Schedule		
Task	Date	Duration
NTP	Monday, June 08, 2026	-
Submit PD	Friday, August 07, 2026	60
City provide review comments by	Friday, August 21, 2026	14
Submit FD	Monday, January 18, 2027	150
City provide review comments by	Monday, February 01, 2027	14
Bidding Phase	Friday, April 02, 2027	60
Award Project at Council Meeting	Monday, April 12, 2027	10
Execute Contracts	Wednesday, May 12, 2027	30
Construction Start	Monday, May 24, 2027	12
Construction End	Wednesday, August 16, 2028	450

Sincerely,

KSA



Jeremy R. Orr, P.E.
Associate Vice President



Agenda Date: June 22, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Memorandum of Understanding – Outdoor Warning System Sirens
Date Submitted: 06/15/2026

SUMMARY:

The proposed Memorandum of Understanding with Palestine Independent School District would authorize the placement of outdoor warning system sirens on District-owned property to enhance emergency notification and public safety. The City will be responsible for the installation, operation, maintenance, and associated costs of the sirens. Proposed locations include Northside Primary School and Palestine High School.

RECOMMENDED ACTION:

Staff recommends approval as presented.

CITY MANAGER APPROVAL:

Attachments

Outdoor Warning System MOU_Palestine ISD

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PALESTINE, TEXAS,
AND
PALESTINE INDEPENDENT SCHOOL DISTRICT
REGARDING THE PLACEMENT OF OUTDOOR WARNING SYSTEM SIRENS**

I. PARTIES

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Palestine, Texas (“City”) and the Palestine Independent School District (“District”), collectively referred to as the “Parties.”

II. PURPOSE

The purpose of this MOU is to establish the terms and conditions under which the City is authorized to install, operate, and maintain outdoor warning system sirens on property owned by the District to enhance public safety and emergency notification capabilities.

III. LOCATIONS

The District agrees to allow the placement of outdoor warning system sirens on certain District-owned properties. The general locations of the proposed siren sites are identified in Exhibit A, attached hereto.

The Parties acknowledge that final site locations may be adjusted based on engineering requirements, coverage analysis, field conditions, and mutual agreement of the Parties. Any such adjustments shall not require a formal amendment to this MOU, provided the locations remain on District-owned property and are approved by the District.

IV. INSTALLATION

The City, or its authorized contractor, shall be responsible for the installation of the outdoor warning system sirens, including all equipment, materials, and labor necessary for installation. Final placement of the sirens shall be coordinated with the District to minimize disruption to school operations and ensure compliance with site requirements.

V. OWNERSHIP

All outdoor warning system sirens, equipment, and related infrastructure installed pursuant to this MOU shall remain the sole property of the City.

VI. ACCESS

The District grants the City and its authorized employees, agents, and contractors reasonable access to the designated locations for purposes including, but not limited to, installation, inspection, maintenance, repair, and replacement of the sirens. Except in emergency situations, the City shall provide reasonable advance notice prior to accessing District property.

VII. OPERATIONS AND MAINTENANCE

The City shall be solely responsible for the operation, inspection, testing, maintenance, and repair of the outdoor warning system sirens. The City agrees to provide advance notice of scheduled testing when practicable.

VIII. UTILITIES

The outdoor warning system sirens shall be powered by solar and/or battery systems. The City shall be responsible for all costs associated with operation, maintenance, and any necessary replacement of equipment. The District shall not be responsible for providing utilities unless otherwise agreed to in writing.

IX. COSTS

The City shall bear all costs associated with the installation, operation, maintenance, and repair of the outdoor warning system sirens. The District shall not incur any costs under this MOU unless otherwise agreed to in writing.

X. TERM

This MOU shall become effective upon execution by both Parties and shall remain in effect for a lifespan of the sirens, unless terminated earlier in accordance with the provisions of this MOU.

XI. TERMINATION

Either Party may terminate this MOU upon providing ninety (90) days' written notice to the other Party. Upon termination, the City shall remove the outdoor warning system sirens and restore the property to a condition reasonably similar to its original state, normal wear and tear excepted.

XII. NON-INTERFERENCE

The District agrees not to tamper with, alter, or interfere with the outdoor warning system sirens or associated equipment. The City agrees to conduct its activities in a manner that minimizes disruption to District operations.

XIII. AMENDMENTS

This MOU may be amended only by written agreement executed by both Parties.

XIV. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Texas.

XV. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements.

XVI. SIGNATURES

Executed this ____ day of _____, 2026.

CITY OF PALESTINE, TEXAS

By: _____
City Manager

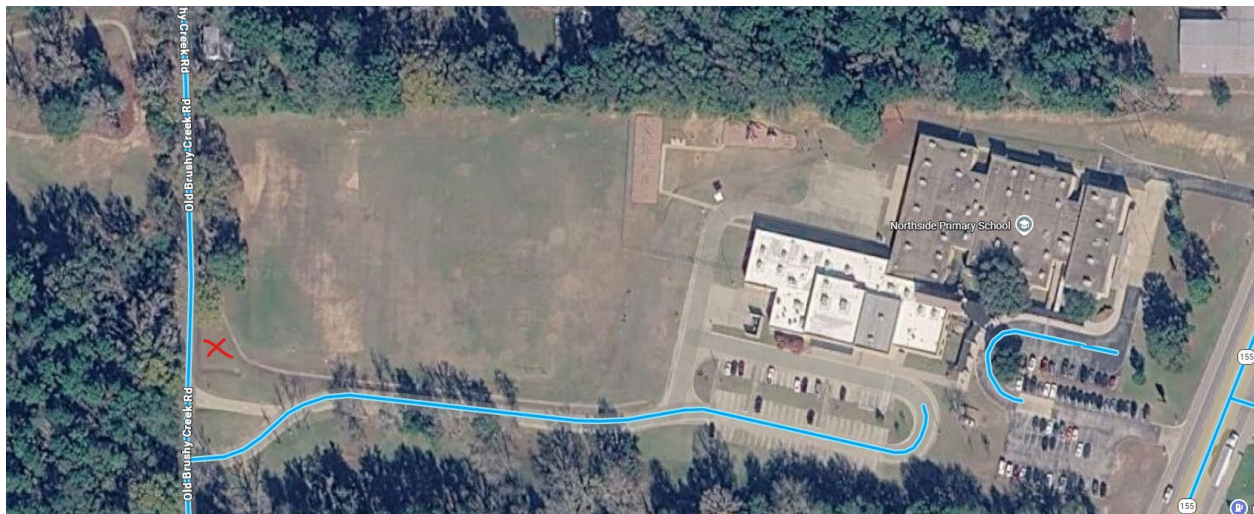
PALESTINE INDEPENDENT SCHOOL
DISTRICT

By: _____
Superintendent

EXHIBIT A
Proposed Siren Locations (Subject to Final Determination)

The following locations are identified as potential sites for the placement of outdoor warning system sirens. Final placement will be determined based on engineering analysis, site conditions, and coordination between the City and the District.

- Northside Primary School – General campus area close to Brushy Creek Rd (exact location to be determined)
- Palestine High School– General campus area – Maintenance / Ag area (exact location to be determined)





Agenda Date: June 22, 2026
To: City Council
From: Kimberly Beckman, Public Works Admin
Agenda Item: Authorization to Purchase Water Tank Mixers for the Water Treatment Plant
Date Submitted: 06/10/2026

SUMMARY:

Consider authorizing the City Manager to purchase and install three active mixing systems from Utility Service Co., Inc. at the Willow Creek Elevated Storage Tank, South Sycamore Standpipe Tank, and North Jackson Ground Storage Tank in the amount of \$145,929.00. These systems are intended to improve water quality and assist in reducing Total Trihalomethanes (TTHMs). This expenditure is included in the approved FY 2025-2026 budget.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to purchase mixers for the Water Treatment Plant.

CITY MANAGER APPROVAL:

Attachments

Mixers



May 27, 2026

City Of Palestine
Attn: James Martin
1620 West Palestine Ave
Palestine, TX 75801

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.

Dear James Martin:

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Project #	Customer #
26-SEP-19	WILLOW CREEK TANK	1,000,000	COMPOSITE FLUTED COLUMN	149214	37208
15-DEC-09	SOUTH SYCAMORE BIG STANDPIPE TANK	1,000,000	STANDPIPE	122473	37208
15-DEC-09	NORTH JACKSON BIG GROUND TANK	750,000	GROUND STORAGE	122474	37208

The following Services shall be added to the Original Contract:

SCOPE: II. Mixing System Installation and Service.

1. The Company shall furnish and install an NSF Approved active mixing system in each tank. The Company will install a control panel in the Willow Creek Tank and North Jackson Big Ground Tank. Upon completion of installation, the Company will power up each Active Mixing system and complete electrical system check on the Control Center, as applicable, to verify proper operation.
2. During the initial installation, the Owner will be required to provide power at the tanks with a disconnect switch, and will be required to supply a certified electrician to make the final connection, as may be required, between the Mixer and the power supply. The Owner will be responsible for all trenching, conduit, and electrical connections to the base of the tanks.
3. The Company will inspect and service each active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is in good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair each active mixing system during the term of this Contract.
4. As determined necessary by the Company due to operational problems with the mixing system, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tanks and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
5. In the event that the Owner will not release a tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

TERMS:

WILLOW CREEK TANK: The cost for the Services will be an additional \$48,643.00 ("Additional Fee") for the Willow Creek Tank. The Additional Fee will be in addition to any annual fees set forth in the Original Contract. Billing for this addendum will begin October 1, 2026. Following this one-year period, the maintenance fee for this Original Contract will include an additional \$4,691.00 per Contract Year for new services outlined in this addendum, with increases as defined in the Original Contract. Billing frequency shall remain monthly.

SOUTH SYCAMORE BIG STANDPIPE TANK: The cost for the Services will be an additional \$48,643.00 ("Additional Fee") for the South Sycamore Big Standpipe Tank. The Additional Fee will be in addition to any annual fees set forth in the Original Contract. Billing for this addendum will begin October 1, 2026. Following this one-year period, the maintenance fee for this Original Contract will include an additional \$4,691.00 per Contract Year for new services outlined in this addendum, with increases as defined in the Original Contract. Billing frequency shall remain monthly.

NORTH JACKSON BIG GROUND TANK: The cost for the Services will be an additional \$48,643.00 ("Additional Fee") for the North Jackson Big Ground Tank. The Additional Fee will be in addition to any annual fees set forth in the Original Contract. Billing for this addendum will begin October 1, 2026. Following this one-year period, the maintenance fee for this Original Contract will include an additional \$4,691.00 per Contract Year for new services outlined in this addendum, with increases as defined in the Original Contract. Billing frequency shall remain monthly.

Should the City of Palestine, TX elect to cancel this addendum and/or the Original Contract, then the then-current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the then-current balance of annual fees shall be governed by the terms of the Original Contract. Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,



Bradley Winkeler, P.E.
National Director of Operations

Note: This addendum and pricing shall expire automatically 90 days following the date of this Addendum Letter.

City of Palestine, TX

Authorizing Signature: _____ **Title:** _____
The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.
Printed Name: _____ **Date:** _____



Agenda Date: June 22, 2026
To: City Council
From: Susan Davis, Development Services Director
Agenda Item: Surface Permit to Conduct Geophysical Operations
Date Submitted: 06/11/2026

SUMMARY:

Consider denying issuance of a Surface Permit to Conduct Geophysical Operations requested by Diversified Land Management on behalf of Seitel Data Ltd. on 46.02 acres of land owned by the City of Palestine (as shown on the attached document). The original application submitted included the Palestine Airport and Waste Water Treatment Facility. The applicant amended the request to exclude the airport and water treatment facility. Concern has been raised regarding public infrastructure.

RECOMMENDED ACTION:

.Consider denial of the Surface Permit to Conduct Geophysical Operations.

CITY MANAGER APPROVAL:

Attachments

Application



**Diversified Land
Management, Inc.**
PERMIT ACQUISITION
SPECIALISTS

**Surface Permit to Conduct Geophysical Operations
Elkhart West 3D Survey**

CITY OF PALESTINE
504 N QUEEN
PALESTINE, TX 75801

Date: 06/08/2026
Permit: 1633-6
Agent Name: Jason East
Agent Phone: 601-818-9602
Agent Email:

Dear Madam/Sir:

Diversified Land Management ("DLM") respectfully requests permission to conduct a 3D geophysical survey ("Survey") for and on behalf of Seitel Data, Ltd. ("SDL") over certain lands for which you are the acting agent in charge and/or own the surface, mineral leasehold, mineral interest, or have the surface leased ("Lands") which are described on the Exhibit "A" attached hereto. The undersigned ("Grantor") is either the owner or the legal agent of the Land.

Conditions:

- 1) SDL will hire a geophysical contractor or contractors ("Contractor") who will conduct operations in accordance with good standard practices and in a prudent and careful manner.
- 2) The intention of this permit is to cover all surface and mineral interests owned or controlled by the Grantor within the Survey, Lands, as used herein shall include all lands, rights and interests of Grantor within the Survey even if inadvertently omitted from the description on Exhibit "A".
- 3) Grantor agrees to permit personnel and equipment designated by SDL or the Contractor, or its or their successors and assigns, to enter upon the Lands to conduct geophysical operations. Such equipment may include unmanned aerial vehicles to monitor quality control of equipment and capture images of Contractor's work area.
- 4) DLM will compensate Grantor as provided herein and such compensation shall constitute settlement in full for all normal and customary damages, if any, that may result to Grantor's Lands from the geophysical operations contemplated herein. DLM shall further compensate the Grantor for unexpected damages above and beyond normal wear and tear that may have occurred because of the geophysical operations, should any such unexpected damages occur.
- 5) Contractor agrees to indemnify and hold Grantor harmless from any personal injury or property damage claims that may result from Contractor's operations on the Lands.
- 6) In the event that the surface geophysical operations are not conducted on the Lands as permitted, Contractor shall not be obligated to compensate Grantor.
- 7) Grantor agrees that if the surface or mineral rights for the Lands are owned by others, Grantor will promptly advise Contractor.
- 8) Grantor does hereby declare and represent that he/she has legal authority to sign this permit and receive the compensation outlined herein for the permit and damage settlements with respect to the Lands. By accepting such compensation Grantor agrees to assume the responsibility for distributing that portion of the compensation due to the surface owner, surface tenant and/or other third parties who claim interest in Lands.
- 9) This permit shall survive any lease, sale, trade, or conveyance of property interest in the Lands made after the execution date of this permit and will be binding on Grantor's successors or assigns.
- 10) This permit in no way conveys any ownership rights in the property and is intended solely as a grant of permission for ingress and egress on the Lands to conduct geophysical operations.

In consideration for this permit covering geophysical operations on the Lands, DLM shall make payment to Grantor for the total of 46.02 acres in the amount of \$1,035.45. Any other surface acreage owned or controlled by Grantor within the Survey and discovered after the execution of this permit shall be compensated at the same rate of payment as agreed herein.

Please sign and return one copy of this permit in the enclosed postage-paid envelope. If you have any questions or concerns, please contact the Permit Agent at the phone number or email address provided above.

The undersigned hereby grants permission to SDL and/or Contractor to enter and conduct geophysical operations on Lands as described above.

Signature _____ Printed Name _____

Date _____ Grantor Phone # _____ Email _____

Exhibit "A"
Grantor Lands within Elkhart West 3D Survey

Permit: 1633-6
Total Gross Acres: 46.02
Total Net Acres: 46.02
Total Due: \$1,035.45

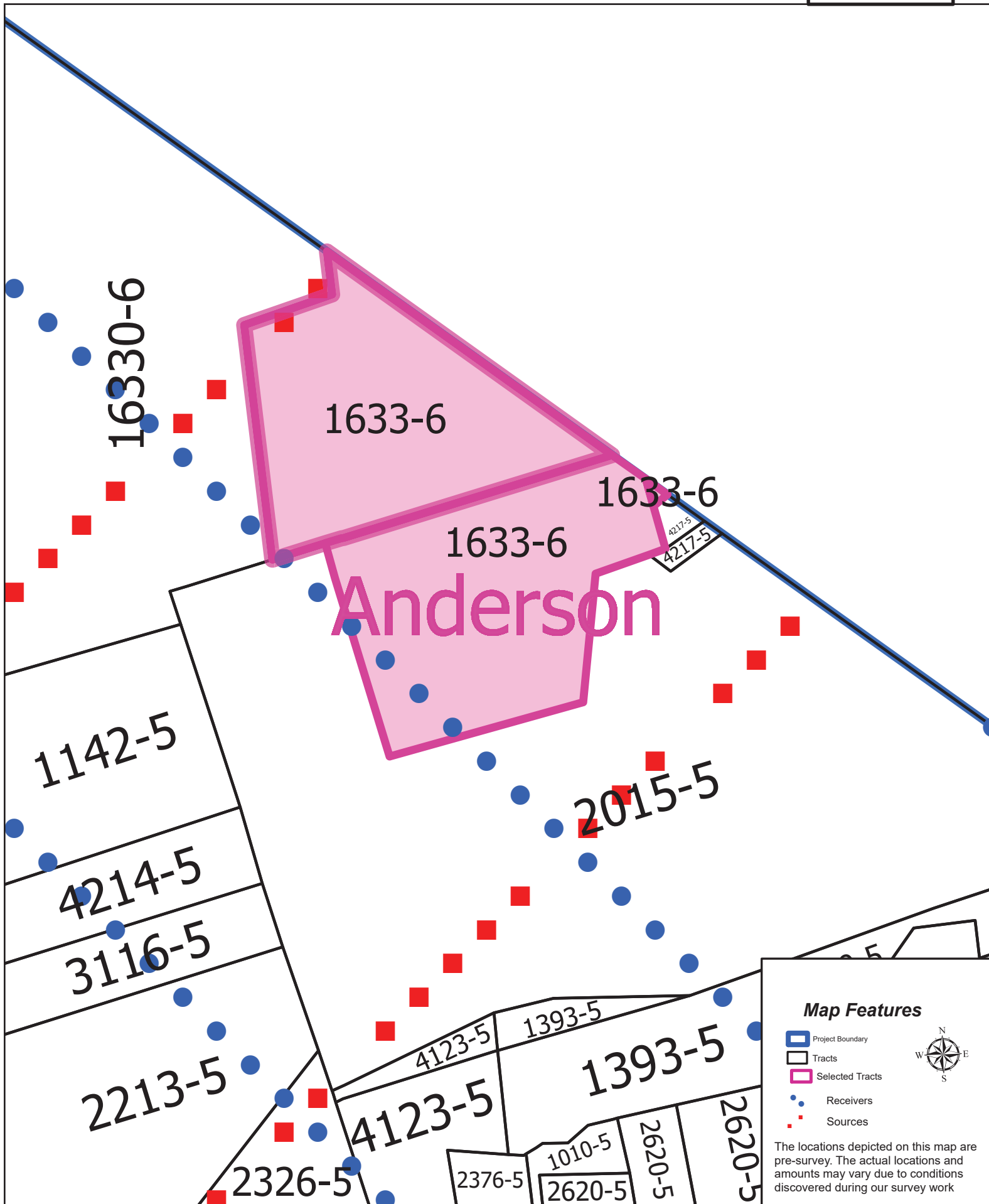
The Grantor will be required to complete a W9 form which will be enclosed with the permit compensation and provide the name of the payee and the associated Tax Identification Number provided on the W9 form that corresponds with the records of the Social Security Administration or Internal Revenue Service. DLM is obligated to obtain a Federal Tax Identification Number or Social Security Number.

If the payment needs to be addressed to anyone other than the name and address identified here, please indicate to whom the payment should be made out to, including any split payments if applicable, along with correct mailing address(es) in the empty space provided below.

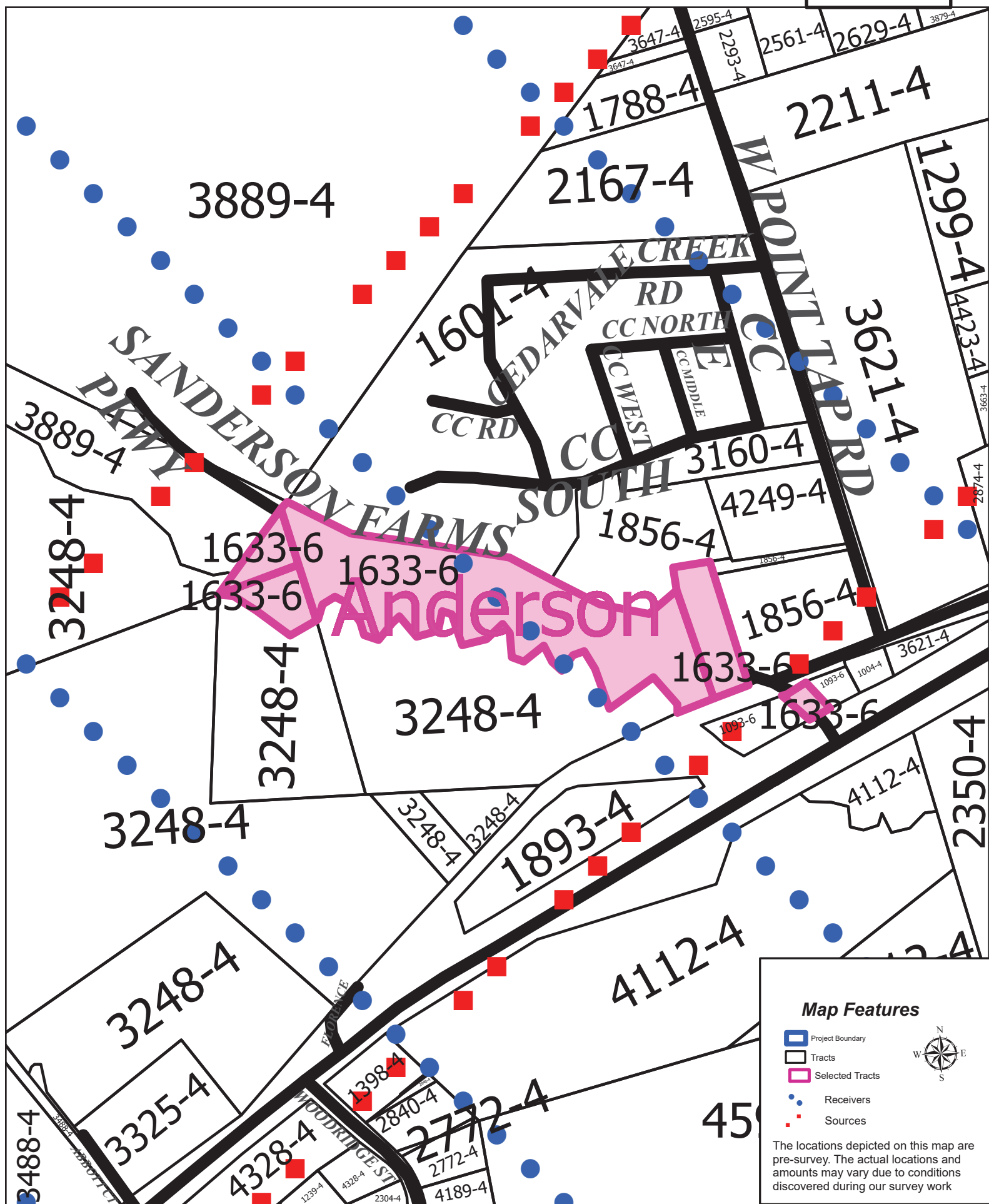
Legal Description	14029--> A0033 JORDAN, JOSEPH BLOCK 1199 TRACT 6, BLOCK 1198 TRACT 6, BLOCK 1187 TRACT 12; 45424--> A0033 JORDAN, JOSEPH BLOCK 1199 TRACT 6A3; 45636--> A0074 ALLCORN, WM E BLOCK 1247 TRACT 2 & 3; 46411--> A0731 STALLCUP, BEAUFORD B BLOCK 1251 TRACT 4 INCLUDES WOLF CREEK LAKE USING 16 ACRES; 70235--> A0033 JORDAN, JOSEPH BLOCK 1199 TRACT 6A8
County	ANDERSON
State	TX
Undivided Interest	100%
Gross	46.02
Net	46.02
Consideration: Per Acre	<u>\$22.50</u>

Elkhart West

PermitNo
1633-6



PermitNo
1633-6



Exemption from FATCA reporting code (if any)	
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Form **W-9** (Rev. 8-2013)



Agenda Date: June 22, 2026
To: City Council
From: Cassie Ham, Tourism Marketing Manager
Agenda Item: Hotel Occupancy Tax Funding Agreement for the Mia Perez Memorial Soccer Tournament
Date Submitted: 06/12/2026

SUMMARY:

Consider approval of a Hotel Occupancy Tax Event Funding Grant for the Palestine YMCA in support of the Mia Perez Memorial Soccer Tournament, scheduled for June 27, 2026. The amount of the grant is \$1,000.00 for marketing and advertising expenses and a rebate for eligible Hotel Occupancy Tax generated by room nights associated with the event. This grant is a Fiscal Year 2025-26 expense.

The current remaining balance in the HOT Grant account is approximately \$40,000 for the 2025-26 Fiscal Year.

RECOMMENDED ACTION:

Staff recommends approval of the Tourism Advisory Board Recommendation to award Hotel Occupancy Tax Funds as a HOT Funding Grant to the Palestine YMCA for Fiscal Year 2025-26.

CITY MANAGER APPROVAL:

Attachments

HOT Funding Agreement - Mia Perez 25-26

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 Young Men's Christian Association (YMCA) (ORGANIZATION) for Mia Perez Memorial Soccer Tournament (EVENT).

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

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

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

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

WHEREAS, the City Council of the City of Palestine desires to provide Hotel Occupancy Tax revenues to Palestine Young Men's Christian Association (YMCA) (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 Application (Exhibit A) to the City of Palestine.

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

ORGANIZATION shall provide an accurate and complete description of the EVENT for which funds allocated under this AGREEMENT are expended. At CITY's request, the ORGANIZATION shall provide any flyers, promotions, or print/website materials promoting the EVENT to the CITY for review and approval.

Section 3. Reporting Requirements of the ORGANIZATION. The ORGANIZATION shall create a booking code with area hotels so that visitors to the CITY for EVENT may be quantified. ORGANIZATION shall provide reports from partner hotels and a fully completed Post Event Report. ORGANIZATION shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and, on request of the CITY, shall make the records available for inspection and review. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ORGANIZATION's satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to provide a grant in the amount of \$1,000.00 and to rebate 100% of the Hotel Occupancy Tax generated by the ORGANIZATION's Event. Grant administration costs and other costs not directly

related to the coordination of the ORGANIZATION's Event shall not be eligible for the rebate or grant of money for these purposes. Payment will typically be made within forty-five (45) days of approval of the ORGANIZATION's completed reports, but in some cases may be delayed due to administrative circumstances. The applicant agrees to repay or forfeit HOT funds if the applicant does not comply with this AGREEMENT or with other applicable state or local laws.

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

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

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

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

Section 7. Term. The AGREEMENT is for a one-time award. This Agreement shall become effective as of June 22, 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. 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 Young Men's Christian Association (YMCA) Attention: Cindy Piersol
5500 N Loop 256
Palestine, TX 75801
(903) 724-5691

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 22nd day of JUNE, 2026.

CITY OF PALESTINE, TEXAS

Mitchell Jordan, Mayor

ATTEST:

April Jackson, City Secretary

ORGANIZATION



Agenda Date: June 22, 2026

To: City Council

From: Cassie Ham, Tourism Marketing Manager

Agenda Item: HOT Funding Agreement for the Jalapeno Tree Fall Classic Soccer Tournament and Academy Sports Spring Classic Soccer Tournament

Date Submitted: 06/12/2026

SUMMARY:

Consider approval of a Hotel Occupancy Tax Event Funding Grant for the Palestine YMCA in support of the Jalapeño Tree Fall Classic Soccer and the Academy Sports Spring Classic Soccer Tournaments, scheduled for October 2026 and April 2027, respectively. The amount of the grant is for \$10,000 (\$5,000 per event) in marketing and advertising support and a full rebate of Hotel Occupancy Tax generated by each of the events. This grant is a FY 2026-27 expense.

The proposed budgeted amount for the HOT Grant account is \$100,000 for FY 2026-27.

RECOMMENDED ACTION:

Staff recommends approval of the Tourism Advisory Board Recommendation to award Hotel Occupancy Tax Funds as a HOT Funding Grant to the Palestine YMCA for Fiscal Year 2026-27.

CITY MANAGER APPROVAL:

Attachments

HOT Funding Agreement YMCA FY 26-27

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 YMCA (ORGANIZATION) for Jalapeno Tree Fall Classic Soccer Tournament and Academy Sports Spring Classic Soccer Tournament (EVENTS).

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

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

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

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

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

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

GENERAL PROVISIONS

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ORGANIZATION shall provide an accurate and complete description of the EVENT for which funds allocated under this AGREEMENT are expended. At CITY's request, the ORGANIZATION shall provide any flyers, promotions, or print/website materials promoting the EVENT to the CITY for review and approval.

Section 3. Reporting Requirements of the ORGANIZATION. The ORGANIZATION shall create a booking code with area hotels so that visitors to the CITY for EVENT may be quantified. ORGANIZATION shall provide reports from partner hotels and a fully completed Post Event Report. ORGANIZATION shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and, on request of the CITY, shall make the records available for inspection and review. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ORGANIZATION's satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to provide a grant in the amount of \$5,000.00 per EVENT for marketing and advertising support and rebate 100% of the Hotel Occupancy Tax generated by the ORGANIZATION's Event or provide payment in the amount requested for the ORGANIZATION's event, the selection of which shall be the sole discretion of

the CITY. Grant administration costs and other costs not directly related to the coordination of the ORGANIZATION's Event shall not be eligible for the rebate or grant of money for these purposes. Payment will typically be made within forty-five (45) days of approval of the ORGANIZATION's completed reports, but in some cases may be delayed due to administrative circumstances. The applicant agrees to repay or forfeit HOT funds if the applicant does not comply with this AGREEMENT or with other applicable state or local laws.

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

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

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

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

Section 7. Term. The AGREEMENT is for a one-time award. This Agreement shall become effective as of October 1, 2026 and shall terminate once the terms of this AGREEMENT have been met, or on September 30, 2027, whichever occurs first. The terms will not be extended beyond the fiscal year ending September 30, 2027.

The AGREEMENT shall expire on September 30, 2027, unless sooner terminated under the terms of Section 9.

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

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

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

to the CITY at:
Palestine Visitor Center Attention: Cassie Ham

825 W. Spring Street
Palestine, TX 75801
(903) 723-3014

to the ORGANIZATION at:
Palestine YMCA Attention: Cindy Piersol
5500 N Loop 256
Palestine, TX 75801
(903) 724-5691

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 22nd day of JUNE, 2026.

CITY OF PALESTINE, TEXAS

Mitchell Jordan, Mayor

ATTEST:

April Jackson, City Secretary

ORGANIZATION



Agenda Date: June 22, 2026
To: City Council
From: Cassie Ham, Tourism Marketing Manager
Agenda Item: HOT Funding Agreement for Rotary Club of Palestine for Art Alley
Date Submitted: 06/12/2026

SUMMARY:

At a meeting of the Tourism Advisory Board on June 2, 2026, the board approved a project proposal for The Rotary Club of Palestine in an amount not to exceed \$10,000 to assist with the rehabilitation and beautification of the alleyway between 209 and 211 W. Oak St. Permission has been granted by both property owners to complete the project. The project proposal and Certificate of Appropriateness were presented to the Historic Landmark Commission on May 19, 2026, which passed with a 3-1 vote of the Commission. The project seeks to beautify the alley through the work of a local professional artist, Deanna Frye, as well as incorporate the work of area Interact Clubs at local schools. The Rotary logo and 4-way test will be included in the artwork. There will be interactive features in the alley, such as several selfie spots, and seating.

Staff assisted the Rotary Club of Palestine with the project, as a member of the Rotary Club of Palestine and the incoming Public Image chair (beginning July 1, 2026).

The remaining budget in the Arts & Culture Projects account for the current fiscal year is approximately \$21,000, until September 30, 2026. The vote passed unanimously with a 7-0 vote.

RECOMMENDED ACTION:

Staff recommends approval of the Tourism Advisory Board recommendation to grant funding to the Rotary Club of Palestine for the Rotary Art Alley.

CITY MANAGER APPROVAL:

Attachments

Rotary Art Alley Project Funding Agreement - FY25-26
Rotary Art Alley Proposal

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 Rotary Club of Palestine (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 Rotary Club of Palestine (ORGANIZATION) for Rotary Art Alley (PROJECT) 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 PROJECT. 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 \$10,000. 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. Grant administration costs and other costs not directly related to the coordination of the ORGANIZATION's PROJECT shall not be eligible for the rebate or grant of money for these purposes. 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 JUNE 22, 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 ST.
PALESTINE, TX 75801
(903) 723-3014

to the ORGANIZATION at:
ROTARY CLUB OF PALESTINE Attention: JODI DAVIS
PO BOX 612
PALESTINE, TX 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 22nd day of June, 2026.

CITY OF PALESTINE, TEXAS

Mitchell Jordan, Mayor

ATTEST:

April Jackson, City Secretary

Rotary Club of Palestine

GRANT FUNDING REQUEST

Rotary Club of Palestine, TX

Rotary Art Alley | Arts & Cultural Project Proposal

Submitted to the Palestine, TX Tourism Advisory Board | June 2, 2026

Project Overview

The Rotary Club of Palestine, TX requests \$10,000 in arts and culture grant funding to transform the underutilized alleyway between 209 and 211 W. Oak Street into a permanent, community-built interactive art installation. The alley is accessible from W. Oak St. and through an entrance directly in front of the historic Texas Theatre on Crawford.

The installation will combine original artwork from a local professional artist and student contributors with hands-on community participation, functional amenities, and curated public space, creating a destination that serves residents and draws visitors during the city's festivals, performance nights, and everyday foot traffic.

Why This Location

The West Oak Street alleyway sits at a natural crossroads in Downtown Palestine, TX. The entrance directly in front of the Texas Theatre places it squarely in the path of theatergoers and event attendees, while the alley's position captures pedestrian traffic moving along both W. Oak Street and the adjacent block. During Palestine's festivals, which regularly draw regional and out-of-town visitors, this corridor sees high foot traffic with nowhere compelling to pause.

An activated, well-lit alleyway in this location becomes an organic extension of the downtown experience. It gives visitors a reason to linger, a backdrop for photos, and a piece of the city's identity that didn't exist before.

Project Components

Community Mural — Deanna Pickett Frye

Local artist Deanna Pickett Frye will serve as the lead artist and installation designer. Her primary contribution is a large-scale mural in which she paints the outlines and compositional structure — then opens the color fill to the community. Residents, Rotary members, students, and visitors complete the mural together, panel by panel, turning the artwork itself into a participatory event.

This paint-by-number model means the finished mural carries the hands of the community in a literal sense. Deanna's role covers design, surface preparation guidance, outline painting, community session coordination, and final sealing and finishing.

Student Art — Interact Clubs

Students from Interact clubs at four area schools will contribute metal art pieces created in honor of community Rotarians, giving the installation a direct connection to Rotary's legacy in Anderson County:

- Palestine ISD
- Westwood ISD
- UT Tyler University Academy
- Elkhart ISD

Grant funds will cover materials for metal art fabrication, including supplies, paint, and protective sealers for the student-created pieces.

Interactive & Community Elements

Beyond the mural and student metalwork, the installation will include interactive features suited for families and children, seating that encourages visitors to stay, greenery and planting elements to soften the space, and artist attribution signage that provides context for each work.

Site Preparation

The alleyway will be professionally power washed prior to installation, providing a clean surface for the mural and ensuring the space is presentable from day one. This is a one-time project cost included in the budget.

Project Budget

The Rotary Club of Palestine, TX is contributing \$3,500 in matching funds toward this project. The fully requested grant amount is \$10,000. The Tourism Advisory Board is encouraged to grant any portion of the \$10,000 request based on available funding; any amount awarded will be applied directly to project components.

Budget Category	Estimated Cost	Funding Source
Artist fees — Deanna Pickett Frye (design, mural outline, installation lead)	\$5,000	Tourism Grant (requested)
Community mural paint supplies (colors for public fill-in)	\$600	Tourism Grant (requested)
Student materials	\$1,200	Tourism Grant (requested)
Paint, sealers, and protective coatings	\$400	Tourism Grant (requested)
Power washing and surface preparation	\$400	Tourism Grant (requested)
Lighting fixtures and installation	\$1,000	Tourism Grant (requested)
Greenery, planters, and landscape elements	\$500	Tourism Grant (requested)
Wayfinding and artist attribution signage	\$400	Tourism Grant (requested)
Miscellaneous / contingency	\$1,000	Rotary Club match
Rotary Club match contribution	\$3,500	Rotary Club match
Total Estimated Project Budget	\$14,060	Combined

Note: Line-item estimates are preliminary and will be refined as vendor bids are finalized.

Tourism & Community Impact

Downtown Palestine, TX already anchors a strong events calendar and Visit Palestine's strategy centers on building out the supporting experience around the city's primary attractions. Permanent public art installations in high-visibility downtown locations serve that goal directly as they improve the walkability and visual appeal of the district, create shareable moments for visitors, and give the city a sense of character that can't be replicated by a single attraction.

The alleyway installation is expected to:

- Increase pedestrian dwell time in the W. Oak Street corridor during events and on ordinary days
- Generate organic social media visibility through a distinctive, photogenic space
- Provide a visible showcase for local and student artists year-round
- Engage the broader community as active participants in creating the space, not just visitors to it
- Create a lasting tribute to Rotary Club members with community-wide appeal
- Support the broader downtown activation goals of Visit Palestine, TX

Summary

This project brings together professional artistic talent, school-age students, Rotary Club members, and the broader Palestine community to build something that lasts. The community mural model means the alleyway is both a destination and an ongoing event, something people come back to finish, to show others, and to remember being part of.

##

Attached:

1. Agenda item from the May 13, 2026 meeting of the Historic Landmarks Commission. The proposal passed with a 3-1 vote.
2. The original Certificate of Appropriateness
3. Possible proposed artwork (subject to change)



Agenda Date: 05/19/2026
To: Historic Landmarks Commission
From: Chasity Esparza, Planning Technician/HPO
Agenda Item: COA for 211 W. Oak & 209 W. Oak Ally
Date Submitted: 05/13/2026

SUMMARY:

Discussion and possible action on a Certificate of Appropriateness for the proposed “Rotary Art Alley” project between 211 and 209 W. Oak Street. The Rotary Club of Palestine plans to enhance the alley with a mural, student artwork, decorative lighting, greenery, selfie/photo areas, and other creative public art features. The project has the approval of both property owners.

RECOMMENDED ACTION:

For discussion and consideration.

CITY MANAGER APPROVAL:

Attachments

Application

photo

Application for Certificate of Appropriateness (COA)
City of Palestine, Historic Landmarks Commission



Property Address: 211 W Oak & 209 W Oak Alley
Historic District: _____

COA _____ - _____

OFFICE USE ONLY Ver 2015

Applicant and or Property Owner Information:

Name: Rotary Club of Palestine
Address: PO BOX 612 Palestine Tx 75802
Phone: 903-724-0605 - jodi davis
Email: jodidavisrealtor@gmail.com

Required Signatures:

Applicant
Richard Farris(211) & Andy Totah(20

Property Owner (if different from applicant)

Description of Work to be done:

see attached please

General Information:

The applicant adversely affected by any denial of the HLC regarding a Certificate of Appropriateness may appeal the decision to the City Council for final determination. All requests shall be filed in writing to the HPO within 10 days of the HLC's decision.

If the COA is approved, a building permit must be obtained within 1 (one) year from the date of approval, otherwise, the COA is null and void and must be reconsidered.

SUBMISSION/APPROVAL OF CERTIFICATE OF APPROPRIATENESS DOES NOT CONSTITUTE APPROVAL OF A BUILDING PERMIT. BUILDING PERMITS SHALL BE SUBMITTED SEPERATELY. THIS FORM MUST BE PRESENTED AT THE TIME OF A REQUEST FOR A BUILDING PERMIT.

Application for Certificate of Appropriateness (COA)
City of Palestine, Historic Landmarks Commission



Application Submittal Requirements:

The following documents are required to be submitted based on the type of work to be done:

- A site plan of the property of the individual property or map indicating the area of proposed work showing all affected building and/or structures on the site.
- Elevations and Architectural drawings of proposed structures or alteration to existing structures.
- Photographs of the existing conditions as well as any historical photographs, if available.
- Samples of the materials to be used.
- Any other information that may be helpful.

Staff or Commission may require addition information if it is deemed necessary to complete the application. Commission may require a Site Visit of the property to determine appropriateness.

OFFICE USE ONLY	Application: COA _____ - _____
HLC Action on this request:	
☐ Approved as submitted.	
☐ Approved with conditions as listed below.	
☐ Denied	
Conditions of approval:	

Signature of Authorized Representative

Date



LEFT MURAL PANEL (30 FT X 20 FT)

- Colorful paint strokes
- Global art elements
- "Art Alley" in bold script
- Sponsored by Palestine Rotary Club with Rotary logo



CENTER SELFIE AREA (10 FT X 20 FT)

- Living greenery wall
- Mosaic wings
- Inspirational message
- Perfect photo spot



RIGHT MURAL PANEL (30 FT X 20 FT)

- The Rotary 4-Way Test
- Easy to read
- Rotary logo
- Bold, clean design



PROJECT FEATURES

- Vibrant Public Art
- Community Engagement
- Youth Involvement
- Selfie & Gathering Spot
- Rotary Values on Display
- Beautifies Downtown

ART, COMMUNITY, SERVICE – TOGETHER WE MAKE PALESTINE BEAUTIFUL





Agenda Date: June 22, 2026
To: City Council
From: April Jackson, City Secretary
Agenda Item: Award of Construction Contract for the Bassett Road Culvert Replacement Project (FY26PW229)
Date Submitted: 06/10/2026

SUMMARY:

Bids for the Bassett Road Culvert Replacement Project (FY26PW229) were opened on June 2, 2026, with ten bids received. Following review of the submitted bids, references, and qualifications, the City's engineering consultant, Birkhoff, Hendricks & Carter, LLP, recommends awarding the construction contract to Crockett Construction, Inc. as the lowest responsible bidder. The recommended contract amount is \$828,175.95 following a bid item adjustment to comply with project specifications. The project includes replacement of the existing corrugated metal pipe culverts with reinforced concrete box culverts and reconstruction of Bassett Road.

RECOMMENDED ACTION:

Approve the award of a construction contract to Crockett Construction, Inc. in the amount of \$828,175.95 for the Bassett Road Culvert Replacement Project (FY26PW229) and authorize the City Manager to execute all necessary documents.

CITY MANAGER APPROVAL:

Attachments

Rebid Tabulation

TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF		BID OF		BID OF	
Date: June 2, 2026															
Project: City of Palestine, Texas Bassett Road Culvert Replacement - Rebid Project FY26PW229				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas		Crockett Construction 1045 State Highway 7 West Crockett, Texas 75835 Chris Morris		Baker & Company Construction, LLC 4955 Profit Drive Tyler, Texas 75707 Bradley Baker		T.W. Dirt, LLC 883 Lindsey Road. Jefferson, Texas 75657 Amanda Winn		Schumacher Construction Services, LLC 3408 SW Loop Carthage, Texas 75633 Shawn Schumaker		Tegrity Contractors, Inc. 202 N. Allen, Ste. E Allen, Texas 75013 Brad Gibson	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	Mobilization (Limited to Maximum 5% of all other bid items)	\$40,000.00	\$ 40,000.00	\$35,000.00	\$ 35,000.00	\$40,000.00	\$ 40,000.00	\$ 35,564.00	\$ 35,564.00	\$ 39,981.00	\$ 39,981.00	\$ 42,500.00	\$ 42,500.00
2	3.4	Sta.	Prepare Roadway Construction Area, Including Clearing, Grubbing and Tree Removal	\$7,500.00	\$ 25,500.00	\$16,420.00	\$ 55,828.00	\$4,500.00	\$ 15,300.00	\$ 10,581.47	\$ 35,977.00	\$ 5,500.00	\$ 18,700.00	\$ 1,240.00	\$ 4,216.00
3	1.1	Sta.	Prepare Channel Including Clearing, Grubbing and Tree Removal	\$6,900.00	\$ 7,590.00	\$10,480.00	\$ 11,528.00	\$20,000.00	\$ 22,000.00	\$ 19,775.45	\$ 21,753.00	\$ 8,250.00	\$ 9,075.00	\$ 5,753.00	\$ 6,328.30
4	816	S.Y.	Remove and Properly Dispose of Existing HMAC Pavement	\$7.00	\$ 5,712.00	\$18.50	\$ 15,096.00	\$15.00	\$ 12,240.00	\$ 14.32	\$ 11,685.12	\$ 30.00	\$ 24,480.00	\$ 10.40	\$ 8,486.40
5	42	L.F.	For Saw-Cutting Concrete or HMAC Pavement	\$14.00	\$ 588.00	\$46.30	\$ 1,944.60	\$5.00	\$ 210.00	\$ 230.62	\$ 9,686.04	\$ 14.50	\$ 609.00	\$ 21.00	\$ 882.00
6	1,299	C.Y.	Unclassified Street Excavation (Plan Quantity)	\$16.00	\$ 20,784.00	\$31.00	\$ 40,269.00	\$20.00	\$ 25,980.00	\$ 7.70	\$ 10,002.30	\$ 16.50	\$ 21,433.50	\$ 16.25	\$ 21,108.75
7	726	S.Y.	Furnish & Place Topsoil (4-inches)	\$9.00	\$ 6,534.00	\$10.70	\$ 7,768.20	\$9.00	\$ 6,534.00	\$ 2.91	\$ 2,112.66	\$ 33.00	\$ 23,958.00	\$ 19.00	\$ 13,794.00
8	100	S.Y.	Furnish, Install & Maintain Hydromulch	\$10.00	\$ 1,000.00	\$18.75	\$ 1,875.00	\$12.00	\$ 1,200.00	\$ 10.00	\$ 1,000.00	\$ 5.50	\$ 550.00	\$ 17.25	\$ 1,725.00
9	626	S.Y.	Furnish, Install & Maintain Solid Block Sod Bermuda	\$19.00	\$ 11,894.00	\$15.00	\$ 9,390.00	\$11.50	\$ 7,199.00	\$ 11.36	\$ 7,111.36	\$ 11.00	\$ 6,886.00	\$ 11.20	\$ 7,011.20
10	1,318	S.Y.	Construct 6-inch Cement Treated Base Subgrade	\$10.00	\$ 13,180.00	\$15.50	\$ 20,429.00	\$5.69	\$ 7,499.42	\$ 4.93	\$ 6,497.74	\$ 14.50	\$ 19,111.00	\$ 19.50	\$ 25,701.00
11	24	Tons	Furnish & Install Cement for CTB (Based on #36 lbs./SY)	\$275.00	\$ 6,600.00	\$375.00	\$ 9,000.00	\$300.00	\$ 7,200.00	\$ 90.33	\$ 2,167.92	\$ 385.00	\$ 9,240.00	\$ 230.00	\$ 5,520.00
12	832	S.Y.	Construct 6-inch Jointed Reinforced Concrete Pavement	\$87.00	\$ 72,384.00	\$116.00	\$ 96,512.00	\$78.00	\$ 64,896.00	\$ 133.73	\$ 111,263.36	\$ 94.00	\$ 78,208.00	\$ 209.25	\$ 174,096.00
13	347	S.Y.	Construct 6-Inch Jointed Non-Reinforced Concrete Pavement	\$78.00	\$ 27,066.00	\$117.00	\$ 40,599.00	\$70.00	\$ 24,290.00	\$ 193.54	\$ 67,158.38	\$ 88.00	\$ 30,536.00	\$ 154.00	\$ 53,438.00
14	48	L.F.	Construct Reinforced Concrete Street Header at each end	\$120.00	\$ 5,760.00	\$55.00	\$ 2,640.00	\$80.00	\$ 3,840.00	\$ 104.58	\$ 5,019.84	\$ 110.00	\$ 5,280.00	\$ 323.00	\$ 15,504.00
15	65	S.Y.	Construct 4-inch Type "B" Base HMAC Transition Pavement	\$115.00	\$ 7,475.00	\$106.00	\$ 6,890.00	\$110.00	\$ 7,150.00	\$ 123.08	\$ 8,000.20	\$ 126.50	\$ 8,222.50	\$ 93.00	\$ 6,045.00
16	65	S.Y.	Construct 2-inch Type "D" Surface HMAC Transition Pavement	\$75.00	\$ 4,875.00	\$79.00	\$ 5,135.00	\$75.00	\$ 4,875.00	\$ 30.77	\$ 2,000.05	\$ 67.00	\$ 4,355.00	\$ 74.00	\$ 4,810.00
17	2	Mo.	Furnish, Install & Maintain Traffic Control Devices, Markings & Signage	\$7,200.00	\$ 14,400.00	\$2,875.00	\$ 5,750.00	\$7,000.00	\$ 14,000.00	\$ 5,000.00	\$ 10,000.00	\$ 11,000.00	\$ 22,000.00	\$ 2,929.00	\$ 5,858.00
18	112	L.F.	Furnish & Install Triple 8's x 6'r Reinforced Concrete Box Culvert w/8" Crushed Stone Base	\$1,500.00	\$ 168,000.00	\$1,095.00	\$ 122,640.00	\$1,660.71	\$ 185,999.52	\$ 1,350.36	\$ 151,240.32	\$ 1,685.00	\$ 188,720.00	\$ 1,523.00	\$ 170,576.00
19	2	Ea.	Construct Parallel Wingwall for Triple 8's x 6'r Box Culvert (PW-1) with Toewall	\$56,000.00	\$ 112,000.00	\$59,000.00	\$ 118,000.00	\$35,000.00	\$ 70,000.00	\$ 34,030.00	\$ 68,060.00	\$ 52,185.00	\$ 104,370.00	\$ 25,082.00	\$ 50,164.00
20	176	L.F.	Construct C224 Traffic Rail on Culvert Parallel Wingwall	\$340.00	\$ 59,840.00	\$355.00	\$ 62,480.00	\$125.00	\$ 22,000.00	\$ 407.16	\$ 71,660.16	\$ 165.00	\$ 29,040.00	\$ 94.00	\$ 16,544.00
21	636	C.Y.	Unclassified Channel Excavation (Plan Quantity)	\$35.00	\$ 22,260.00	\$25.00	\$ 15,900.00	\$24.00	\$ 15,264.00	\$ 34.20	\$ 21,751.20	\$ 16.50	\$ 10,494.00	\$ 28.00	\$ 17,808.00
22	728	S.Y.	Construct Grouted Rock Riprap (12 to 18-Inches Thick)	\$130.00	\$ 94,640.00	\$68.00	\$ 49,504.00	\$289.01	\$ 210,399.28	\$ 169.00	\$ 123,032.00	\$ 99.00	\$ 72,072.00	\$ 169.00	\$ 123,032.00
23	140	L.F.	Furnish & Install MBGF With Wood Posts	\$59.00	\$ 8,260.00	\$33.00	\$ 4,620.00	\$60.00	\$ 8,400.00	\$ 55.00	\$ 7,700.00	\$ 61.00	\$ 8,540.00	\$ 70.00	\$ 9,800.00
24	4	Ea.	Furnish & Install TxDOT Standard SGT (10S) 31-16	\$1,600.00	\$ 6,400.00	\$3,300.00	\$ 13,200.00	\$3,000.00	\$ 12,000.00	\$ 5,595.00	\$ 22,380.00	\$ 6,154.50	\$ 24,618.00	\$ 7,024.00	\$ 28,096.00
25	4	Ea.	Furnish & Install MBGF Connection to Concrete Rail	\$3,840.00	\$ 15,360.00	\$1,320.00	\$ 5,280.00	\$3,000.00	\$ 12,000.00	\$ 2,995.00	\$ 11,980.00	\$ 3,294.50	\$ 13,178.00	\$ 3,774.00	\$ 15,096.00
26	94	L.F.	Remove & Properly Dispose of Existing 68" O.D. Corrugated Metal Pipe	\$30.00	\$ 2,820.00	\$163.00	\$ 15,322.00	\$140.00	\$ 13,160.00	\$ 312.43	\$ 29,368.42	\$ 220.00	\$ 20,680.00	\$ 90.00	\$ 8,460.00
27	670	L.F.	Furnish & Install 4-inch Wide Solid White Thermoplastic Paint Striping (Shoulder Stripe)	\$2.00	\$ 1,340.00	\$3.30	\$ 2,211.00	\$4.00	\$ 2,680.00	\$ 1.50	\$ 1,005.00	\$ 2.00	\$ 1,340.00	\$ 2.00	\$ 1,340.00
28	335	L.F.	Furnish & Install Double 4-inch Wide Solid Yellow Thermoplastic Paint Striping (Center)	\$4.00	\$ 1,340.00	\$3.30	\$ 1,105.50	\$8.00	\$ 2,680.00	\$ 3.18	\$ 1,065.30	\$ 3.50	\$ 1,172.50	\$ 4.00	\$ 1,340.00
29	335	L.F.	Furnish & Install Single Row 4" x 4" Yellow Double-Reflective Ceramic Traffic Line	\$7.00	\$ 2,345.00	\$11.00	\$ 3,685.00	\$10.00	\$ 3,350.00	\$ 6.10	\$ 2,043.50	\$ 6.50	\$ 2,177.50	\$ 8.00	\$ 2,680.00
30	36	S.F.	Furnish & Install Aluminum Signs	\$22.00	\$ 792.00	\$50.00	\$ 1,800.00	\$69.44	\$ 2,499.84	\$ 23.61	\$ 849.96	\$ 43.00	\$ 1,548.00	\$ 53.00	\$ 1,908.00
31	2	Ea.	Furnish & Install Small Roadside Sign Assembly (TY 10BWG(1)XX(P-BM))	\$1,800.00	\$ 3,600.00	\$1,065.00	\$ 2,130.00	\$2,000.00	\$ 4,000.00	\$ 950.00	\$ 1,900.00	\$ 1,045.00	\$ 2,090.00	\$ 1,250.00	\$ 2,500.00

TABULATION OF BIDS				<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>	
Date: June 2, 2026															
Project: City of Palestine, Texas Bassett Road Culvert Replacement - Rebid Project FY26PW229				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas		Crockett Construction 1045 State Highway 7 West Crockett, Texas 75835 Chris Morris		Baker & Company Construction, LLC 4955 Profit Drive Tyler, Texas 75707 Bradley Baker		T.W. Dirt, LLC 883 Lindsey Road. Jefferson, Texas 75657 Amanda Winn		Schumacher Construction Services, LLC 3408 SW Loop Carthage, Texas 75633 Shawn Schumaker		Tegrity Contractors, Inc. 202 N. Allen, Ste. E Allen, Texas 75013 Brad Gibson	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
32	2	Ea.	Furnish & Install Small Roadside Sign Assembly (TY 10BWG(1)XX(T))	\$1,800.00	\$ 3,600.00	\$1,090.00	\$ 2,180.00	\$2,000.00	\$ 4,000.00	\$ 950.00	\$ 1,900.00	\$ 1,045.00	\$ 2,090.00	\$ 1,250.00	\$ 2,500.00
33	14	Ea.	Furnish & Install Type III Barricade with "DETOUR" Sign	\$200.00	\$ 2,800.00	\$303.00	\$ 4,242.00	\$650.00	\$ 9,100.00	\$ 635.00	\$ 8,890.00	\$ 1,100.00	\$ 15,400.00	\$ 265.00	\$ 3,710.00
34	990	L.F.	Furnish, Install & Maintain Sediment Control Fence	\$4.00	\$ 3,960.00	\$4.50	\$ 4,455.00	\$3.50	\$ 3,465.00	\$ 4.04	\$ 3,999.60	\$ 5.00	\$ 4,950.00	\$ 5.70	\$ 5,643.00
35	990	L.F.	Sediment Control Fence (Remove)	\$2.00	\$ 1,980.00	\$1.10	\$ 1,089.00	\$2.00	\$ 1,980.00	\$ 1.01	\$ 999.90	\$ 2.50	\$ 2,475.00	\$ 1.25	\$ 1,237.50
36	112	L.F.	Design and Implement Trench Safety Systems	\$5.00	\$ 560.00	\$61.00	\$ 6,832.00	\$10.00	\$ 1,120.00	\$ 71.43	\$ 8,000.16	\$ 220.00	\$ 24,640.00	\$ 1.25	\$ 140.00
37	1	L.S.	Provide and Implement Storm Water Pollution Prevention Plan	\$500.00	\$ 500.00	\$11,000.00	\$ 11,000.00	\$3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,650.00	\$ 1,650.00	\$ 687.85	\$ 687.85
38	1	Ea.	Provide Advanced High Water Warning System	\$44,000.00	\$ 44,000.00	\$23,825.00	\$ 23,825.00	\$10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 43,807.00	\$ 43,807.00	\$ 44,895.00	\$ 44,895.00
39	1	Ea.	Furnish & Install Project Sign	\$1,000.00	\$ 1,000.00	\$1,100.00	\$ 1,100.00	\$4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00	\$ 558.00	\$ 558.00
			TOTAL AMOUNT BID (Bid Items 1 Through 39):		\$ 828,739.00		\$ 838,254.30		\$ 866,511.06		\$ 890,824.48		\$ 898,777.00		\$ 905,739.00

- \$ 788,739.00

- Technically Maximum \$39,436.95 {\$563.05 Too High}
- Item #10- Bidder's Total written as \$7,500.00.00 (Actual Total is \$7,499.42) = Difference of -\$0.58

- Item #18- Bidder's Total written as \$186,000.00 (Actual Total is \$185,999.52) = Difference of -\$0.48

- Item #22- Bidder's Total written as \$210,400.00 (Actual Total is \$210,399.28) - Difference of -\$0.72

- Item #30- Bidder's Total written as \$2,500.00 (Actual Total is \$2,499.84) - Difference of -\$0.16

- Total Amount Bid is written as \$866,513.00 (Actual Amount Bid is \$866,511.06) Difference of -\$1.94
- Item #2- Bidder's Total written as \$7,620.39.00.00 (Actual Total is \$8,232.39) = Difference of \$612.00

- Total Amount Bid is written as \$950,570.34 (Actual Amount Bid is \$950,570.33) Difference of -\$0.01
- Item #21- Bidder's Total written as \$22,600.00 (Actual Total is \$22,260.00) = Difference of -\$340.00

Total Amount Bid is written as \$972,228.00 (Actual Amount Bid is \$972,228.00) Difference of \$0.00
- Item #2- Bidder's Total written as \$53,200 (Actual Total Amount is \$180,880.00) Difference of 127,680.00

- Item #3- Bidder's Total Wrtten as \$10,000 (Actual Total Amount is \$11,000.00) Difference of \$1,000.00

- Item #17- Bidder's Total Wrtten as \$7,500 (Actual Total Amount is \$15,000.00) Difference of \$7,500.00

- Item #26- Bidder's Total Wrtten as \$7,125 (Actual Total Amount is \$7,050.00) Difference of -\$75.00

- Total Amount Bid is written as \$898,466.00 (Actual Amount Bid is \$1,034,571.00) Difference of \$136,105.00

TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF	
Date: June 2, 2026											
Project: City of Palestine, Texas Bassett Road Culvert Replacement - Rebid Project FY26PW229				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas		JLC Excavation, LLC PO Box 1228 Canton, Texas 75107 Chris Freeman		A T Construction, LLC 8219 Masberg Drive Arlington, Texas 76002 Marwan Mawaquet		A-10 Construction 14028 CR 2141 Troup, Texas 75789 Nicholas Roussen	
				Hartbeat Construction, LLC 15155 County Road 1125, Unit 1 Tyler, Texas 75703 William Hart							
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	Mobilization (Limited to Maximum 5% of all other bid items)	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00	\$40,000.00	\$ 40,000.00	\$27,000.00	\$ 27,000.00
2	3.4	Sta.	Prepare Roadway Construction Area, Including Clearing, Grubbing and Tree Removal	\$ 2,421.29	\$ 8,232.39	\$ 8,000.00	\$ 27,200.00	\$53,200.00	\$ 180,880.00	\$2,500.00	\$ 8,500.00
3	1.1	Sta.	Prepare Channel Including Clearing, Grubbing and Tree Removal	\$ 5,424.28	\$ 5,966.71	\$ 10,000.00	\$ 11,000.00	\$10,000.00	\$ 11,000.00	\$9,500.00	\$ 10,450.00
4	816	S.Y.	Remove and Properly Dispose of Existing HMAc Pavement	\$ 7.67	\$ 6,258.72	\$ 30.00	\$ 24,480.00	\$40.00	\$ 32,640.00	\$27.00	\$ 22,032.00
5	42	L.F.	For Saw-Cutting Concrete or HMAc Pavement	\$ 6.67	\$ 280.14	\$ 30.00	\$ 1,260.00	\$80.00	\$ 3,360.00	\$15.00	\$ 630.00
6	1,299	C.Y.	Unclassified Street Excavation (Plan Quantity)	\$ 15.11	\$ 19,627.89	\$ 30.00	\$ 38,970.00	\$30.00	\$ 38,970.00	\$30.00	\$ 38,970.00
7	726	S.Y.	Furnish & Place Topsoil (4-inches)	\$ 7.84	\$ 5,691.84	\$ 35.00	\$ 25,410.00	\$32.00	\$ 23,232.00	\$36.00	\$ 26,136.00
8	100	S.Y.	Furnish, Install & Maintain Hydromulch	\$ 74.90	\$ 7,490.00	\$ 10.00	\$ 1,000.00	\$150.00	\$ 15,000.00	\$25.00	\$ 2,500.00
9	626	S.Y.	Furnish, Install & Maintain Solid Block Sod Bermuda	\$ 26.24	\$ 16,426.24	\$ 13.00	\$ 8,138.00	\$25.00	\$ 15,650.00	\$36.00	\$ 22,536.00
10	1,318	S.Y.	Construct 6-inch Cement Treated Base Subgrade	\$ 5.00	\$ 6,590.00	\$ 35.00	\$ 46,130.00	\$40.00	\$ 52,720.00	\$22.00	\$ 28,996.00
11	24	Tons	Furnish & Install Cement for C'TB (Based on #36 lbs./SY)	\$ 455.00	\$ 10,920.00	\$ 350.00	\$ 8,400.00	\$1,000.00	\$ 24,000.00	\$722.00	\$ 17,328.00
12	832	S.Y.	Construct 6-inch Jointed Reinforced Concrete Pavement	\$ 75.60	\$ 62,899.20	\$ 95.00	\$ 79,040.00	\$90.00	\$ 74,880.00	\$108.00	\$ 89,856.00
13	347	S.Y.	Construct 6-Inch Jointed Non-Reinforced Concrete Pavement	\$ 70.00	\$ 24,290.00	\$ 80.00	\$ 27,760.00	\$63.00	\$ 21,861.00	\$100.00	\$ 34,700.00
14	48	L.F.	Construct Reinforced Concrete Street Header at each end	\$ 33.60	\$ 1,612.80	\$ 100.00	\$ 4,800.00	\$100.00	\$ 4,800.00	\$55.00	\$ 2,640.00
15	65	S.Y.	Construct 4-inch Type "B" Base HMAc Transition Pavement	\$ 139.51	\$ 9,068.15	\$ 100.00	\$ 6,500.00	\$250.00	\$ 16,250.00	\$70.00	\$ 4,550.00
16	65	S.Y.	Construct 2-inch Type "D" Surface HMAc Transition Pavement	\$ 139.51	\$ 9,068.15	\$ 100.00	\$ 6,500.00	\$120.00	\$ 7,800.00	\$75.00	\$ 4,875.00
17	2	Mo.	Furnish, Install & Maintain Traffic Control Devices, Markings & Signage	\$ 7,000.00	\$ 14,000.00	\$ 15,000.00	\$ 30,000.00	\$7,500.00	\$ 15,000.00	\$3,600.00	\$ 7,200.00
18	112	L.F.	Furnish & Install Triple 8's x 6'r Reinforced Concrete Box Culvert w/8" Crushed Stone Base	\$ 1,706.76	\$ 191,157.12	\$ 900.00	\$ 100,800.00	\$1,400.00	\$ 156,800.00	\$1,700.00	\$ 190,400.00
19	2	Ea.	Construct Parallel Wingwall for Triple 8's x 6'r Box Culvert (PW-1) with Toewall	\$ 84,000.00	\$ 168,000.00	\$ 95,000.00	\$ 190,000.00	\$87,500.00	\$ 175,000.00	\$84,000.00	\$ 168,000.00
20	176	L.F.	Construct C224 Traffic Rail on Culvert Parallel Wingwall	\$ 220.00	\$ 38,720.00	\$ 200.00	\$ 35,200.00	\$31.25	\$ 5,500.00	\$77.00	\$ 13,552.00
21	636	C.Y.	Unclassified Channel Excavation (Plan Quantity)	\$ 20.49	\$ 13,031.64	\$ 35.00	\$ 22,260.00	\$18.00	\$ 11,448.00	\$30.00	\$ 19,080.00
22	728	S.Y.	Construct Grouted Rock Riprap (12 to 18-Inches Thick)	\$ 95.54	\$ 69,553.12	\$ 125.00	\$ 91,000.00	\$30.00	\$ 21,840.00	\$193.00	\$ 140,504.00
23	140	L.F.	Furnish & Install MBGF With Wood Posts	\$ 35.00	\$ 4,900.00	\$ 200.00	\$ 28,000.00	\$115.00	\$ 16,100.00	\$95.00	\$ 13,300.00
24	4	Ea.	Furnish & Install TxDOT Standard SGT (10S) 31-16	\$ 4,000.00	\$ 16,000.00	\$ 5,000.00	\$ 20,000.00	\$1,000.00	\$ 4,000.00	\$2,700.00	\$ 10,800.00
25	4	Ea.	Furnish & Install MBGF Connection to Concrete Rail	\$ 2,500.00	\$ 10,000.00	\$ 5,000.00	\$ 20,000.00	\$1,000.00	\$ 4,000.00	\$2,125.00	\$ 8,500.00
26	94	L.F.	Remove & Properly Dispose of Existing 68" O.D. Corrugated Metal Pipe	\$ 65.87	\$ 6,191.78	\$ 50.00	\$ 4,700.00	\$75.00	\$ 7,050.00	\$77.00	\$ 7,238.00
27	670	L.F.	Furnish & Install 4-inch Wide Solid White Thermoplastic Paint Striping (Shoulder Stripe)	\$ 0.77	\$ 515.90	\$ 15.00	\$ 10,050.00	\$5.00	\$ 3,350.00	\$10.00	\$ 6,700.00
28	335	L.F.	Furnish & Install Double 4-inch Wide Solid Yellow Thermoplastic Paint Striping (Center)	\$ 0.77	\$ 257.95	\$ 15.00	\$ 5,025.00	\$10.00	\$ 3,350.00	\$10.00	\$ 3,350.00
29	335	L.F.	Furnish & Install Single Row 4" x 4" Yellow Double-Reflective Ceramic Traffic Line	\$ 2.10	\$ 703.50	\$ 15.00	\$ 5,025.00	\$10.00	\$ 3,350.00	\$10.00	\$ 3,350.00
30	36	S.F.	Furnish & Install Aluminum Signs	\$ 18.00	\$ 648.00	\$ 50.00	\$ 1,800.00	\$100.00	\$ 3,600.00	\$50.00	\$ 1,800.00
31	2	Ea.	Furnish & Install Small Roadside Sign Assembly (TY 10BWG(1)XX(P-BM))	\$ 900.00	\$ 1,800.00	\$ 1,500.00	\$ 3,000.00	\$500.00	\$ 1,000.00	\$70.00	\$ 140.00

TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF	
Date: June 2, 2026				JLC Excavation, LLC PO Box 1228 Canton, Texas 75107 Chris Freeman		A T Construction, LLC 8219 Masberg Drive Arlington, Texas 76002 Marwan Mawaquet		A-10 Construction 14028 CR 2141 Troup, Texas 75789 Nicholas Roussen		Hartbeat Construction, LLC 15155 County Road 1125, Unit 1 Tyler, Texas 75703 William Hart	
Project: City of Palestine, Texas Bassett Road Culvert Replacement - Rebid Project FY26PW229				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas							
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
32	2	Ea.	Furnish & Install Small Roadside Sign Assembly (TY 10BWG(1)XX(T))	\$ 900.00	\$ 1,800.00	\$ 1,500.00	\$ 3,000.00	\$1,000.00	\$ 2,000.00	\$70.00	\$ 140.00
33	14	Ea.	Furnish & Install Type III Barricade with "DETOUR" Sign	\$ 390.00	\$ 5,460.00	\$ 500.00	\$ 7,000.00	\$850.00	\$ 11,900.00	\$450.00	\$ 6,300.00
34	990	L.F.	Furnish, Install & Maintain Sediment Control Fence	\$ 4.09	\$ 4,049.10	\$ 8.00	\$ 7,920.00	\$4.00	\$ 3,960.00	\$7.00	\$ 6,930.00
35	990	L.F.	Sediment Control Fence (Remove)	\$ 1.40	\$ 1,386.00	\$ 4.00	\$ 3,960.00	\$2.00	\$ 1,980.00	\$5.00	\$ 4,950.00
36	112	L.F.	Design and Implement Trench Safety Systems	\$ 2.00	\$ 224.00	\$ 75.00	\$ 8,400.00	\$25.00	\$ 2,800.00	\$550.00	\$ 61,600.00
37	1	L.S.	Provide and Implement Storm Water Pollution Prevention Plan	\$ 1,900.00	\$ 1,900.00	\$ 5,000.00	\$ 5,000.00	\$4,000.00	\$ 4,000.00	\$2,700.00	\$ 2,700.00
38	1	Ea.	Provide Advanced High Water Warning System	\$ 165,000.00	\$ 165,000.00	\$ 5,000.00	\$ 5,000.00	\$10,000.00	\$ 10,000.00	\$25,000.00	\$ 25,000.00
39	1	Ea.	Furnish & Install Project Sign	\$ 850.00	\$ 850.00	\$ 3,500.00	\$ 3,500.00	\$3,500.00	\$ 3,500.00	\$2,200.00	\$ 2,200.00
			TOTAL AMOUNT BID (Bid Items 1 Through 39):		\$ 950,570.33		\$ 972,228.00		\$ 1,034,571.00		\$ 1,045,433.00

- \$ 788,739.00

- Technically Maximum \$39,436.95 (\$563.05 Too High]
- Item #10- Bidder's Total written as \$7,500.00.00 (Actual Total is \$7,499.42) = Difference of -\$0.5

- Item #18- Bidder's Total written as \$186,000.00 (Actual Total is \$185,999.52) = Difference of -\$0.48

- Item #22- Bidder's Total written as \$210,400.00 (Actual Total is \$210,399.28) - Difference of -\$0.72

- Item #30- Bidder's Total written as \$2,500.00 (Actual Total is \$2,499.84) - Difference of -\$0.16

- Total Amount Bid is written as \$866,513.00 (Actual Amount Bid is \$866,511.06) Difference of -\$1.94
- Item #2- Bidder's Total written as \$7,620.39.00.00 (Actual Total is \$8,232.39) = Difference of \$612.00

- Total Amount Bid is written as \$950,570.34 (Actual Amount Bid is \$950,570.33) Difference of -\$0.01
- Item #21- Bidder's Total written as \$22,600.00 (Actual Total is \$22,260.00) = Difference of -\$340.00

- Total Amount Bid is written as \$972,228.00 (Actual Amount Bid is \$972,228.00) Difference of \$0.00
- Item #2- Bidder's Total written as \$53,200 (Actual Total Amount is \$180,880.00) Difference of 127,680

- Item #3- Bidder's Total Wrten as \$10,000 (Actual Total Amount is \$11,000.00) Difference of \$1,000.00

- Item #17- Bidder's Total Wrten as \$7,500 (Actual Total Amount is \$15,000.00) Difference of \$7,500.00

- Item #26- Bidder's Total Wrten as \$7,125 (Actual Total Amount is \$7,050.00) Difference of -\$75.00

- Total Amount Bid is written as \$898,466.00 (Actual Amount Bid is \$1,034,571.00) Difference of \$136,105.00



Agenda Date: June 22, 2026
To: City Council
From: Susan Davis, Development Services Director
Agenda Item: Amendment of 39.2.2-13 to Remove SUP for Manufactured Home
Date Submitted: 06/10/2026

SUMMARY:

Discussion and consideration of an amendment to Chapter 39, Section 39.2.2-13, Land Use Chart, to remove the Specific Use Permit option for placement of HUD-Code Manufactured Homes in the Residential Estate (RE) and Mixed Residential (MR) zoning districts. Effective September 1, 2026, Texas cities cannot require a specific use permit or similar permit for new HUD-Code Manufactured Homes if it does not require one for other residential housing in that zoning district. Failure to comply after September 1, 2026, could cause some city ordinances to become unenforceable, and challenge of permit denials. The first step after reviewing and identifying possible unfair restrictions, is to update the code and permit procedures to remove the restrictions. The second step includes review and consideration of the zoning areas that allow HUD-Code Manufactured Homes by right, which would currently include the Manufactured Home Park zoning district and the Manufactured Home Overlay. Based upon council's direction provided during the Work Session held on June 8, 2026, staff will continue to work with the Planning and Zoning Commission to identify and recommend possible additional Manufactured Home Overlays, which will be brought back to city council for consideration.

RECOMMENDED ACTION:

Staff recommends that Council consider approval of an ordinance amending Chapter 39, Section 39.2.2-13, Land Use Chart, to remove the Specific Use Permit option for placement of HUD-Code Manufactured Homes in the Residential Estate (RE) and Mixed Residential (MR) zoning districts.

CITY MANAGER APPROVAL:

Attachments

SB 785
Ordinance
Sec.39.2.2-13. Land Use Chart_Amended

What Is SB 785?

- Texas Senate Bill 785 limits municipal restrictions on HUD-code manufactured homes.
- The legislation requires municipalities with zoning authority to allow manufactured housing in at least one residential zoning district.

What Cities Must Do

Cities must:

- **Allow manufactured homes in at least one residential area**
- **Treat manufactured homes more like site-built homes**
- **Apply the same zoning standards used for other homes**

**Cities cannot
create special
restrictions
only for
manufactured
homes.**

What Cities Cannot Do

Cities cannot:

- Ban manufactured homes everywhere
- Require extra permits only for manufactured homes
- Create harder rules only for manufactured homes
- Use zoning rules that unfairly target manufactured homes



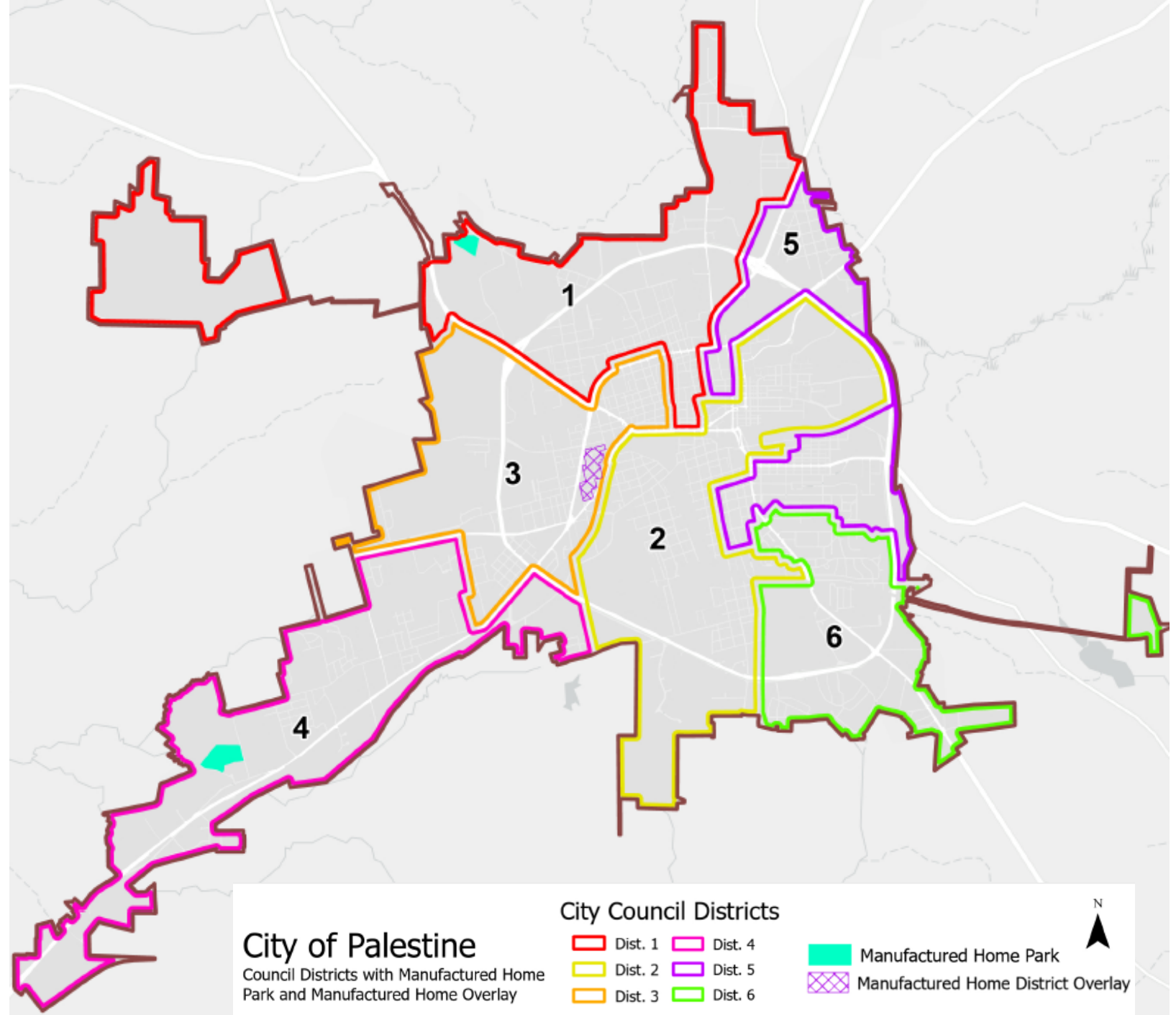


What Cities Can Still Do

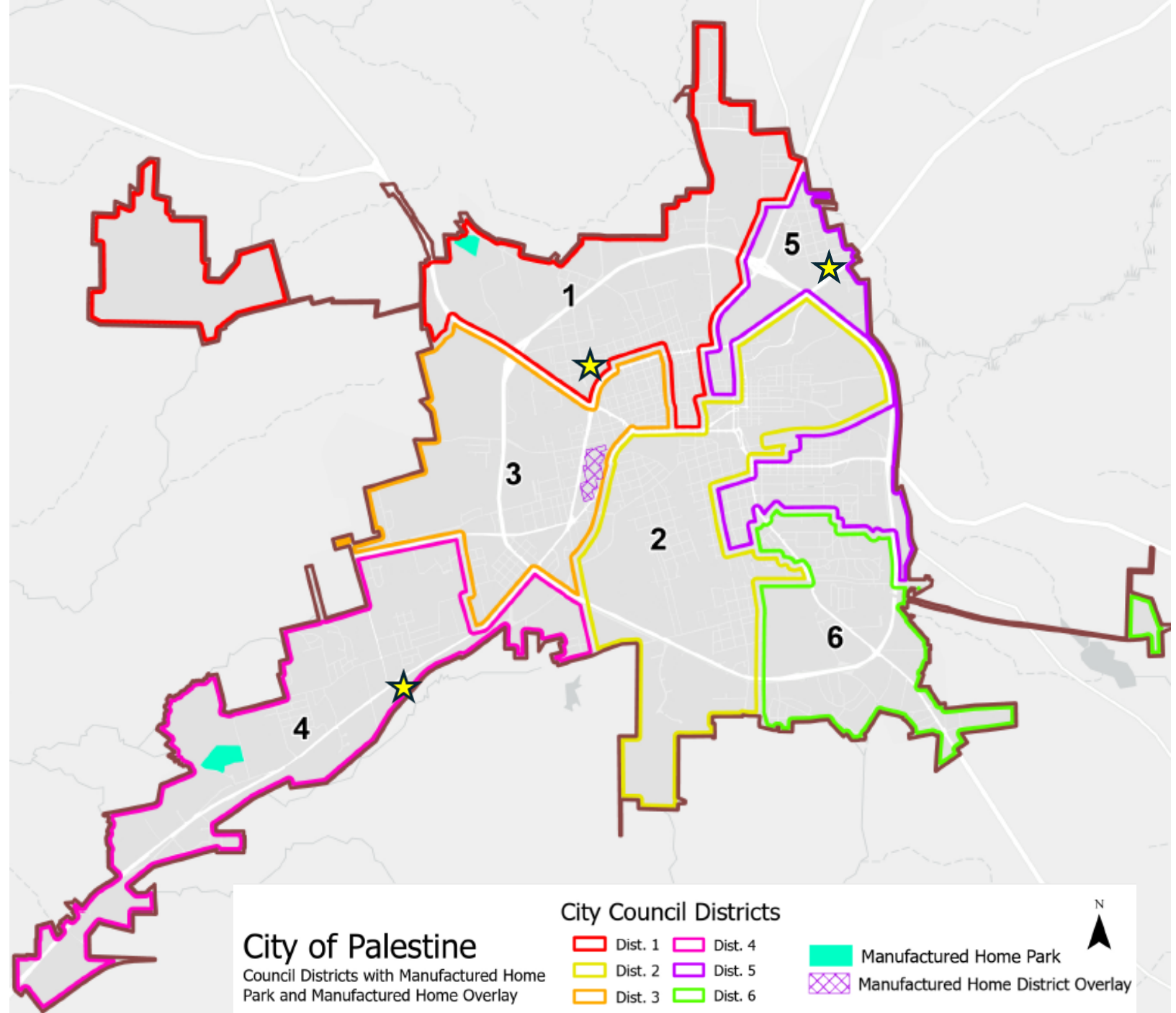
Cities may still:

- Determine appropriate areas for placement through zoning
 - Apply the same zoning standards used for other housing
 - Apply land use compatibility standards
 - Enforce safety rules
 - Enforce building codes
 - Protect historic districts
 - Regulate streets, drainage, and utilities
-

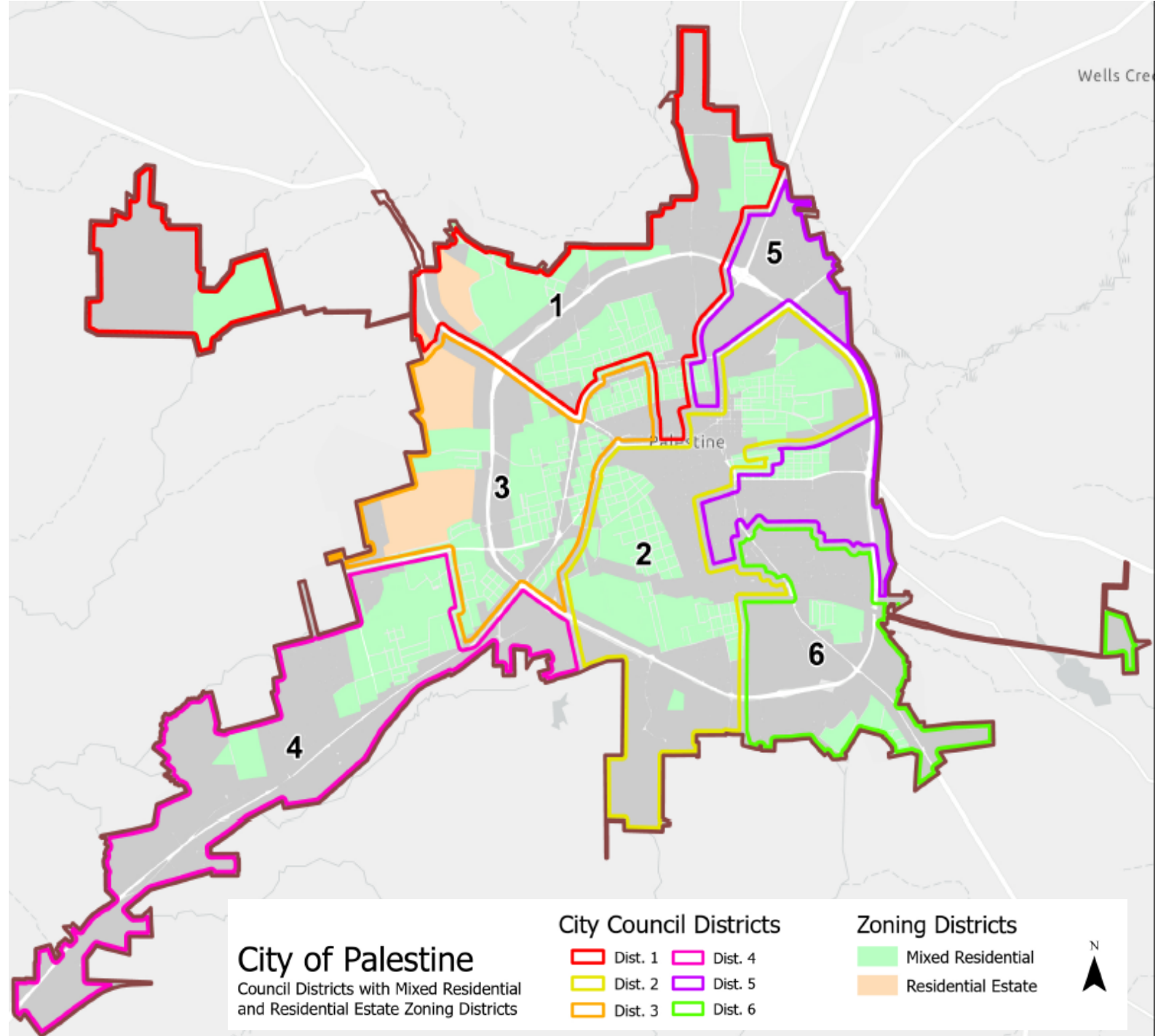
Manufactured Home Park Zoning and Overlay



★
Non conforming
manufactured
home parks



Specific Use Required



Non-Compliance After September 1, 2026

Possible consequences include:

- Some city ordinances may become unenforceable
- Lawsuits against cities
- Court orders requiring ordinance changes
- Permit denials being challenged

Steps Cities Should Take

Before September 1, 2026, Cities should:

1

REVIEW ZONING
ORDINANCES

2

REMOVE UNFAIR
MANUFACTURED-HOME
RESTRICTIONS

3

UPDATE PERMIT
PROCEDURES

4

ENSURE AT LEAST ONE
RESIDENTIAL DISTRICT
ALLOWS
MANUFACTURED
HOMES

Summary



SB 785 says:



Manufactured homes must be treated more like site-built homes under city zoning rules and are not subject to unequal zoning treatments.

ORDINANCE NO. O- -26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AMENDING CHAPTER 39 “ZONING” OF THE CODE OF ORDINANCES BY AMENDING SECTION 39.2.2-13 “LAND USE CHART” TO REMOVE THE OPTION OF OBTAINING A SPECIFIC USE PERMIT FOR THE PLACEMENT OF A MANUFACTURED HOME WITHIN THE RESIDENTIAL ESTATE (RE) AND MIXED RESIDENTIAL (MR) ZONING DISTRICTS; PROVIDING FOR A SEVERABILITY, OPEN MEETINGS, AND REPEALING CLAUSE; AND PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Palestine has general authority to adopt ordinances and regulations necessary for the good government, peace, and order of the City; and

WHEREAS, the City Council finds certain amendments to the aforementioned code are necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City Council finds the amendments to be reasonable and necessary.

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

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Chapter 39 “Zoning,” Article II “Zoning Districts and Use Regulations,” Section 39.2.2-13 “Land Use Chart” of the Code of Ordinances of the City of Palestine, Texas, shall be amended as set forth in Exhibit “A,” attached hereto and incorporated herein for all purposes.

SECTION 3. If any provision of the Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION 4. 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 5. To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

SECTION 6. The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the 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, this the 22nd day of June, 2026.

ATTEST:

APRIL JACKSON
CITY SECRETARY

MITCHELL JORDAN
MAYOR
APPROVED AS TO FORM:

REZZIN PULLUM
CITY ATTORNEY

Exhibit A
Sec. 39.2.2-13 - Land Use Chart

DRAFT

Sec. 39.2.2-13. Land use chart.

Use Type	Residential						Nonresidential					Special			
P: Indicates uses allowed by right : Indicates prohibited uses S: Indicates specific use permit required A: Indicates accessory use only	RE-Residential Estate District	SR-Suburban Residential District	UR-Urban Residential District	MR-Mixed Residential District	MUN-Mixed Use Residential	MHP-Manufactured Home Park District	CBD-Central Business District	RC-Retail Commercial District	HC-Highway Commercial District	I-Industrial	PD-Planned Development District	Future District	HP-Historic District	Manufactured Home Overlay District	Future Overlay District
Agricultural Uses															
Agricultural operation	S														
Agribusiness and feed store (without animal sales)	S							P	P	P					
Agribusiness and feed store (with animal sales)	S								S	P					
Agritourism	P														
Dairy farms	S														
Farmers market	P				S	P	P	P	P		S		S		
Greenhouse and nursery, commercial	P				S	P	P	P	P		S				
Livestock auction															
Livestock feeding plant															
Poultry farms															
Stables, private	P														
Stables, public/commercial	S														
Winery, with vineyard	P														
Residential															
Accessory building/structure	P	P	P	P	P	P	P	P	P	P	S		P		
Bed and breakfast, 2 rooms or less	S	S	S	S	S		S	S	S				S		
Bed and breakfast, more than 2 rooms	S	S	S	S	S		S	S	S		S		S		
Boardinghouse/rooming house	S	S	S	S	S		S	S	S		S		S		
Caretaker's/guard's residence	S	S	S	S	S	S	S	S	S	S	S		S		
Dormitory				S	S			S	S		S		P		
Family group support homes	P	P	P	P	P						S				

Garage apartment	P	P	P	P	P		P	S	S		S		P		
Garage sales	P	P	P	P	P	P	P	P	P		S		P		
Guest house	P	P	P	P	P		S				S		S		
Halfway house	S			S	S		S								
Holiday tree and firewood sales	P						P	P	P	P	S				
Home occupation	P	P	P	P	P	P	P	P	P				P		
Manufactured home	S			S		P				S				P	
Model home	P	P	P	P	P	P	P	S	S	S			P		
Multifamily dwelling				P	P	P	P	P	P		S		S		
Outdoor display/storage							S	P	P	P	S				
Residential sales	P	P	P	P	P	P	P	P	P		S		P		
Retirement housing	P	S	S	P	P	S	P	P	P				S		
RV or trailer park	P					P			S	S	S				
Secondary dwelling unit	P	P	P	P	P	S	S				S		S		
Short-term rental	S	S	S	S	S		S	S	S		S		S		
Solar energy equipment	P	P	P	P	P	P	P	P	P	P	S		P		
Single-family residence, attached	P	P	P	P	P	P	P	P	P		S		S		
Single-family residence, detached	P	P	P	P	P	P	P	P	P		S		P		
Studio residence	P	P	P	P	P	P	P	P	P		S		S		
Tiny house	A	A	A	A	A	P	A	A	A	S	S				
Townhome	P	P	P	P	P		P	P	P		S		S		
Transitional housing	S	S	S	S	S	S	S	S	S		S		S		
Two-family residence (duplex)	S	S	P	P	P		S				S		S		
Work-live unit	P			P	P	P	P	S	S		S		S		
Wind energy equipment	S	S	S	S	S	S	S	S	S	S	S		S		
Nonresidential Uses															
Acid manufacture										S					
Advertising agency				S	P		P	P	P		S		P		
Airport/heliport	S							S	S	S	S				
Airstrip	S									S					
Alcoholic beverage sales					S		P	P	P		S				
Alternative financial establishments							P	P	P		S				

Amenity center		P	P	P	P	P	P	P	P		S		P		
Ammonia manufacture										S					
Amusement machine establishment, indoor							P	P	P	P	S				
Animal clinic/hospital	P						S	S	P	P	S		S		
Animal/pet hotel	P						S	S	P	P	S		S		
Animal shelter or rescue								P	P	P	S				
Antenna and/or antenna support structure, commercial	S	S	S	S	P	S	S	S	S	S	S		S		
Antenna and/or antenna support structure, noncommercial	P	P	P	P	P	P	P	P	P	P	S		P		
Antenna, stealth, commercial	S						S	S	P	P	S				
Antique store					P		P	P	P		S		P		
Appliances, sales or rental							P	P	P		S		P		
Art gallery/museum/studio/workshop					P		P	P	P		S		P		
Asphalt/concrete batching plant, temporary									P	P					
Assisted living facility				P	P			P	P		S		S		
Athletic facility or field, private	P	S	S	S	S	S		S	P	P	S				
Athletic facility or field, public	P	S	S	S	S	S		S	P	P	S		S		
Automobile parking lot/garage, paid or							P	P	P	P	S		P		
Automobile repair, major							P	P	P	P	S				
Automobile repair, minor							P	P	P	P	S		S		
Automobile storage							S	S	P	P	S				
Autonomous vehicle equipment	S	S	S	S	S	S	S	S	S	S	S		S		
Auto painting/body repair							S	S	P	P	S				
Auto parts sales (new), indoor					S		P	P	P	P	P		P		
Auto parts sales (used), indoor					S		P	P	P	P	S		P		
Auto rental							S	P	P	P	S		S		
Auto sales (new or used)							P	P	P	P	S				
Auto sales and rental: Heavy equipment/tools, heavy trucks,									P	P	S				

RVs, manufactured homes															
Auto wrecking/salvage yard										P	S				
Bail bond establishment					S		P	P	P	P					
Bakery (retail)					P		P	P	P	P	S		P		
Bakery, retail: 2,000 SF or more of gross floor area					S		P	P	P	P	S		S		
Banks and financial institutions					P		P	P	P		S		P		
Bank, drive-in					S		P	P	P		S		S		
Bank teller, automatic, 24-hour					P		P	P	P	P	S		P		
Banquet hall	P				S		S	P	P		S		S		
Beauty salon/barber shop					P		P	P	P		S		P		
Beverage establishment, non-alcoholic					P		P	P	P		S		P		
Bicycle rental stands							P								
Big box retail development								P	P		S				
Body art studio/branding, piercing and tattoo facility					S		P	P	P		S		S		
Bookstore					P		P	P	P		S		P		
Brewery							S	S	S	P	S		S		
Brick or tile plant										P	S				
Building material and hardware sales, major								P	P	P	S				
Building material and hardware sales, minor							S	P	P	P	S				
Business or trade school					P		P	P	P	P	S		P		
Business service				S	P		P	P	P	P	S		P		
Bus terminal (storage/maintenance)								S	S	P	S				
Cabinet/upholstery shop					S		P	P	P	P	S		S		
Camera and photography supplies					P		P	P	P		S		P		
Campground or recreational vehicle park	P					P			P		S				
Carbon black manufacture										P					
Carnivals (temporary)	P						P	P	P		S				

Car wash, full service							S	P	P	P	S		S		
Car wash, self service							S	P	P	P	S		S		
Car wash, trucks and heavy equipment								S	P	P	S				
Cemetery/mausoleum expansion					S			S	S		S				
Cement or hydrated lime manufacturing										P					
Cement, lime, gypsum, or plaster of Paris										P					
Ceramic and pottery manufacturing with dust, odor and fume control										P					
Child day care, home facility	S	S	S	S	S	S	S	S	S		S		S		
Child day care center					S		S	P	P	P	S		S		
Child protective housing	P	P	P	P	P	P	P				S		S		
Chlorine manufacture										S					
Church/rectory, temple, synagogue, mosque, or other place of worship	S	S	S	S	S	S	S	P	P		S		S		
Civic/convention center	S				S		S	P	P	P	S		S		
College, university, trade, or private boarding school							P	P	P		S		S		
Commercial amusement, indoor, not elsewhere classified							S	P	P	P	S		S		
Commercial amusement, outdoor, not elsewhere classified								S	P	P	S				
Commercial parking lots							P	P	P	P	S		S		
Commercial printing, art, and photography (reprographics)							P	P	P	P	S		P		
Computer and data processing					P		P	P	P	P	S		P		
Community center/cultural facility	S	S	S	S	S	S	P	P	P		S		P		
Community public safety—Fire	P	P	P	P	P	P	P	P	P	P	S		P		
Community public safety—Police	P	P	P	P	P	P	P	P	P	P	S		P		
Community public safety—										S					

Prison or penitentiary															
Concrete/asphalt batching plant, permanent										S					
Concrete/asphalt batching plant, temporary										P	S				
Contractor's shop and/or storage yard								P	P	P	S				
Construction and building services, indoor storage							P	P	P	P	S				
Construction and building services, outdoor storage								P	P	P	S				
Construction yard and field office	P	S	S	S	S	S	S	P	P	P	S		P		
Convalescent or nursing home	P			S	S		S	P	P		S		S		
Convenience store with gas pumps							S	P	P	P	S		S		
Convenience store, no gas pumps					S		P	P	P	P	S		P		
Cotton gin or compress										P	S				
County club, (private, with/without golf course)	P	S	S	S	S	S		S	P	P	S				
Crematorium									P	P	S				
Dance studios					P		P	P	P		S		P		
Day camp	P				P	P	P	P	P		S		S		
Day services, adult					P	P	P	P	P		S		P		
Department store							P	P	P		S		S		
Distillery							S	S	S	P	S		S		
Drag strip/commercial racing										S	S				
Drilling and production of oil and gas, gathering and compression station									S	S	S				
Drive-in theater	S							P	P	S	S		S		
Driving range	S								S	P	S				
Drugstore - pharmacies					P		P	P	P		S		P		
Dry cleaning and laundry (pickup station only)					P		P	P	P		S		P		
Dry cleaning and laundry (self-					P		P	P	P		S		P		

service only)															
Dry cleaning and laundry, commercial							S	P	P	P					
Electrical generating plant									S	P					
Electrical substation	S	S	S	S	S	S	S	S	S	S	S		S		
Electroplating or battery making with acid, fume and odor control										S					
Equipment and machinery sales and rental, major							S	P	P	P	S				
Equipment and machinery sales and rental, minor							S	P	P	P	S				
Equipment storage								S	P	P	S				
Explosives storage or manufacture										S					
Fairgrounds or exhibition area								S	P	P	S				
Family outreach care facility	S	S	S	S	S	S	S	P	P		S		S		
Farm equipment sales and service, new and used								P	P	P	S				
Finance company					P		P	P	P		S		P		
Flea market, inside (short-term)					S		P	P	P	P	S				
Flea market, outside (short-term)					S		P	P	P	P	S				
Florist shop					P		P	P	P		S		P		
Food truck					P	P	P	P	P	P	S		P		
Fortune teller/psychic					S		P	P	P	P			P		
Fraternal organization, lodge, civic club, fraternity, or sorority	P				P		P	P	P		S		P		
Freight terminal, railroad										P					
Freight terminal, trucking										P					
Full-service hotel							P	P	P	P	S		S		
Funeral home					S		S	P	P	P	S		S		
Furniture restoration					S		P	P	P		S		S		
Gas pumps (accessory use)								S	P	P	S		P		
Gathering and compression station										P					

General manufacturing/industrial use										P					
General retail (indoor)					S	S	P	P	P		S		P		
General retail (indoor): Over 50,000 SF of gross floor area							S	P	P		S		S		
General retail with a drive-through							P	P	P		S		S		
Gift, novelty, souvenir shop					P		P	P	P		S		P		
Glue or fertilizer manufacture										S					
Go cart track									S	S	S				
Golf course, commercial or public	P	S	S	S				S	P	P	S				
Governmental buildings, facility, office, or services	P	P	P	P	P	P	P	P	P	P	S		P		
Grain processing with hoods, dust and odor control										P					
Gunsmith and sales					S		P	P	P	P					
Gun shooting or archery range, indoor							S	S	S	S	S				
Gymnastics/dance studio					P		P	P	P	P	S		P		
Handcraft and ceramic stores					P		P	P	P		S		P		
Hall, dance/night club	P						P	P	P		S		S		
Hall, reception/banquet/meeting	S				S		S	P	P		S		P		
Health/fitness center					P		P	P	P		S		P		
Helipads/heliport	S							S	S	S	S				
Home occupation	P	P	P	P	P	P	P	P	P		S		P		
Homebuilding marketing center	P	P	P	P	P	P	P	P	P		S		S		
Hospital							S	P	P		S		S		
Hotel/motel							P	P	P	P	S		P		
Hotel, extended stay							P	P	P	P	S				
Household appliance service and repair					P		P	P	P	P	S		P		
Impound vehicle storage facility								S	P	P					
Independent and assisted living	P			P	P	P		P	P	P			S		
Infrastructure and utilities -	S	S	S	S	S	S	S	S	S	S	S		S		

Regional															
Insurance/finance/invest. offices	P			P	P		P	P	P		S		P		
Janitorial services					P		P	P	P	P					
Jewelry store					P		P	P	P		S		P		
Library					P		P	P	P		S		P		
Light fabrication or assembly							S	P	P	P					
Lumberyard and building material site								P	P	P					
Landfill										S	S				
Laundromat					P		P	P	P		S		P		
Limited-service hotel							P	P	P	P	S		S		
Liquefied petroleum gas (LPG) sales							P	P	P	P					
Limited assembly and manufacturing use									S	P					
Locksmith/security system company					P		P	P	P		S		P		
Machinery equipment, new/used, sales and service									S	P					
Machine shop							S	S	P	P	S				
Manufacturing, processing, and packaging—Light								S	S	P					
Manufacturing, processing, and packaging—Light, and associated retail sales	P						S	P	P	P					
Manufacturing, processing, and packaging—Heavy										P					
Market—Meats, fish, vegetables					S		P	P	P		S		P		
Massage therapy					P		P	P	P		S		P		
Meat packing plant, no slaughtering										P					
Medical clinics					P		P	P	P		S		P		
Medical offices					P		P	P	P		S		P		
Medical facility	P				P		P	P	P		S		P		
Micro-brewery					P		P	P	P		S		P		
Micro-winery with vineyard	P										S				

Micro-winery without vineyard	P				P		P	P	P		S		P		
Mining (extracting)											S				
Mini-warehouse/self-storage	P							P	P	P	S				
Miscellaneous hazardous industrial use										S					
Mobile home dealers, new/used	P							P	P	P	S				
Motel							P	P	P	P	P				
Moving and storage	S						S	S	P	P	S				
Motorcycle sales/service							S	P	P	P	S				
Muffler shop/installation							S	P	P	P	S				
Municipal uses operated by the city	P	P	P	P	P	P	P	P	P	P	S		P		
Museum/art gallery					P		P	P	P		S		P		
Newspaper printing (publishing)							P	P	P	P					
Nursery/greenhouse, retail	P				S		P	P	P		S		P		
Nursery/greenhouse, wholesale	P				S		P	P	P		S				
Nursing/convalescent home	P	S	S	S	P	P	P	P	P		S		P		
Office and storage area for public/private utility									P	P					
Office, administrative, medical, or professional					P		P	P	P		S		P		
Office/showroom					P		P	P	P		S		P		
Office/warehouse/distribution center					S			P	P	P	S				
Open salvage yard for rags, machinery, etc.										S					
Open vehicular storage								S	P	P	S				
Outside storage and display (incidental use)					A		A	A	A		A		A		
Outside storage and display (primary use)							S	P	P	P					
Paintball or other survival games, outdoor	P						S	S	S	S	S				
Paint, oil, shellac, and lacquer manufacturing										P					
Park or playground	P	P	P	P	P	P	P	P	P	P	S		P		

Pawn shop							P	P	P		S				
Personal service establishment					P		P	P	P		S		P		
Petroleum or gas well and/or drilling operation	S									S	S				
Petroleum products storage and wholesale									P	P					
Petroleum collection and storage facilities										P					
Petroleum or petroleum products refining and manufacturing										P					
Petroleum tank farm										P					
Petrochemical plant										P					
Pet store, retail							P	P	P		S		P		
Photography studios					P		P	P	P		S		P		
Plastic products manufacturing with dust and fume control										S					
Pool and billiards hall, indoor					S		P	P	P	P	S		S		
Portable building sales								P	P	P					
Poultry processing										P					
Print shop					S		P	P	P	P	S		P		
Private club	P				S		P	P	P		S		P		
Professional and administrative services					P		P	P	P				P		
Propane bottle exchange							P	P	P	P					
Propane sales and distribution									S	P					
Public and private utilities	S	S	S	S	S	S	S	S	S	S	S		S		
Public/private school	S	S	S	S	S	S	S	P	P		S		S		
Radio and TV towers	S	S	S	S	S	S	S	S	S	S	S		S		
Railroad freight terminal										P					
Recreational vehicles, new/used, sales/service								P	P	P					
Recreational vehicle/truck parking lot or garage								P	P	P					
Rehabilitation care facility: 9 or	P						S	P	P		S		S		

less persons															
Rehabilitation care facility: 10 or more persons	S							P	P		S				
Recycle, drop-off site only										P					
Recycling plant (paper, aluminum, glass, plastic only)										P					
Recycling plant—Other										P					
Recycle with can crusher or related equipment										P					
Rendering plant										S					
Research and developmental laboratories							P	P	P	P	S				
Restaurant, cafe, cafeteria					P		P	P	P	P	S		S		
Restaurant, drive-in					S		P	P	P	P	S				
Restaurant with drive-through					S		P	P	P	P	S				
Restaurant with micro-brewery or microwinery					S		P	P	P		S		S		
Restaurant with outdoor dining or service					S		P	P	P		S		S		
Retail/service, incidental					P		P	P	P	P	S		P		
Retail shoe stores only					P		P	P	P		S		P		
Retail stores not otherwise listed					S		P	P	P		S		P		
Rodeo grounds	P										S				
Salvage yard										P					
School, public or private	S	S	S	S	S	S	P	P	P		S		P		
School, specialized/training							P	P	P	P	S		P		
Secondhand store, consignment					S		P	P	P		S		P		
Sewage treatment plant/pumping station										S	S				
Sexually oriented business										S					
Shipping and receiving—Heavy								P	P	P					
Shipping and receiving—Light							P	P	P	P	S				
Shoe repair and sales					P		P	P	P		S		P		
Smelter or refinery										S					
Sound recording studio					P		P	P	P		S		P		

Street furniture except bicycle rental stands				P	P	P	P	P	P		S		P		
Swim or tennis club	S	S	S	S	S	S	S	P	P		S		S		
Tanning, curing, treating, or storage of skins or hides										S					
Taxi company/office							P	P	P	P	S				
Taxidermist	P							P	P	S					
Telephone exchange, switching relay or transmitting station							P	P	P	P	S				
Temporary building	P	P	P	P	P	P	P	P	P	P	S		P		
Textile manufacturing with dust and odor control								S		P					
Theater, indoor							P	P	P		S		S		
Tire retreading/capping								S	P	P	S				
Tire sales and installation							P	P	P	P	S				
Toy store					P		P	P	P		S		P		
Trailer rental								P	P	P					
Trailer/HUD-code manufacturing home display and sales						P		S	P	P					
Transit center truckstop, full service								S	P	P	S				
Truck/bus repair								S	S	P					
Truck sales, heavy trucks								S	P	P					
Truck terminal—Heavy								S	P	P					
Upholstery shop					P		P	P	P		S		P		
Vehicle glass and mirror shop					P		P	P	P	P	S				
Vehicular accessories, retail and wholesale							P	P	P	P	S				
Vehicular driving schools					P		P	P	P	P	S				
Vehicular racing facility								S		S	S				
Vehicular and equipment rental								P	P	P	S				
Veterinarian clinic and/or kennel, indoor	P							S	P	P	S		S		
Veterinarian clinic and/or kennel, outdoor	P							S	S	P	S				

Video rental and sales							P	P	P		S		P		
Warehousing								S	P	P	S				
Waste management facility								S		P	S				
Waste management facility— Transfer station										P	S				
Water treatment plant										P	S				
Welding or machine shop								P	P	P	S				
Wholesale and distribution									P	P	S				
Wind energy turbine	S	S	S	S	S	S	S	S	S	S	S		S		
Winery, without vineyard	P						P	P	P	P	S		S		
Wireless communication facility	S	S	S	S	S	S	S	S	S	S	S		S		
Woodworking and planing mill with dust and noise control										P					
Wrecking yards or salvage yard										P					

(Ord. No. O-20-20, § 2(Exh. A), 9-14-2020; Ord. No. O-18-21, § 4(Att. A), 1-25-2021; Ord. No. O-13-24, § 2(Exh. A), 5-28-2024; Ord. No. O-14-25, § 2(Exh. A), 3-24-2025; Ord. No. O-34-25, § 2(Exh. A), 8-25-2025)