

Ben Campbell, President
Dan Bochsler, Vice-President
Kim Willmott, Secretary/Treasurer
Suzanne Eiben, Director
Joseph Thompson, Director
Linda Dickens, Director
Charles Drane, Director

Christophe Trahan, EDC Director
Lisa Bowman, Admin. Assistant
Will James, Marketing Analyst



**NOTICE OF MEETING
ECONOMIC DEVELOPMENT BOARD
March 12, 2024
10:00 A.M.
PEDC Office
100 Willow Creek Pkwy, Suite A
Palestine, TX**

Zoom Link:

<https://us06web.zoom.us/j/87976580182?pwd=zvyMDqO5qLAaNWYVKbeWa0Z8bjonri.1>

Meeting ID: 879 7658 0182

Passcode: 159003

One tap mobile

+13462487799,,87976580182#,,,,*159003# US

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

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

A. CALL TO ORDER

B. PROPOSED CHANGES OF AGENDA ITEMS

C. PUBLIC COMMENTS

Any citizen wishing to speak during public comments regarding an item on or off the agenda may do so during this section of the agenda. All comments must be no more than five minutes in length. Any comments regarding items, not on the posted agenda may not be discussed or responded to by the Board. Members of the public may join via Zoom or in person.

D. CONFLICT OF INTEREST DISCLOSURES

E. ITEMS FROM BOARD

F. DIRECTOR'S REPORT

1. Marketing Analyst Report.

G. DISCUSSION AND ACTION ITEMS

1. Consider approval of PEDC Minutes from February 1, 2024.
2. Consider approval of PEDC Minutes from February 13, 2024.

3. Consider approval of the February 2024 Financial Report.
4. Discussion and possible action regarding a presentation by Phil Johnson for a Downtown Grant Application.
5. Discussion and possible action regarding proposals to produce virtual tours of 200 Vista Ridge and the Willow Creek Business Park.
6. Discussion and possible action regarding a proposal for advertising in Business Xpansion Journal.
7. Discussion and possible action regarding a proposal for professional rail engineering & design from Via Rail Engineering, Inc.

H. **CLOSED SESSION**

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

1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting Economic Development negotiations.

a.) Tahwahkaro.

I. **RECONVENE IN REGULAR SESSION**

1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting Economic Development negotiations.

Take any action regarding:

a.) Tahwahkaro.

J. **ADJOURNMENT**

I certify that the above Notice of Meeting was posted at the main entrance of the Palestine Economic Development Corporation located at 100 Willow Creek Parkway, Suite A, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Friday, March 8, 2024, at 4:15 p.m.**



Lisa Bowman, EDC Admin. Assistant

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA)

PERSONS IN NEED OF SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, CONTACT THE CITY SECRETARY'S OFFICE VIA EMAIL AT citysecretary@palestine-tx.org or 903-731-8414.



Agenda Date: 03/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Marketing Analyst Report.

SUMMARY:

Marketing Analyst Report.

RECOMMENDED ACTION:

Staff recommends the PEDC Board review the Marketing Analyst Report.

Attachments

Marketing Report



Economic Development Activities- February/March 2024

New Business/Investment

- Meetings held with multiple downtown building owners to discuss proposals to PEDC's Downtown Grant program.
- Met with retail developer on 3/7/24 to discuss ongoing and potential retail projects in Palestine.
- Visited Farmer's Branch, Tx with Palestine City Council members on 3/6/23 to participate in a ground-breaking ceremony for Builders of Hope—a residential in-fill program spearheaded by Farmer's Branch city council.

Prospects

PEDC March leads: 0

No. of open leads

13

Administration

- Executed loan documents with Government Capital Corporation for a taxable note on 2/16/24.
- Closed on subject property for Project Short Line on 2/20/24.
- Attended the TEDC Winter Conference in San Antonio from 2/21 – 2/23. Conference topics:
 - Business Retention/Expansion Best Practices
 - Certified Texas Economic Developer (CTED) 2-year certification course opening
 - House Bill 8 – How community colleges are performing under the new funding formula.
 - Maximizing the Foreign Trade Zone Program in Texas and Beyond
 - Renewable Energy Expansion in Texas
 - Texas Manufacturing Assistance Center (TMAC) – The state's Manufacturing Extension Partner for the National Institute of Standards and Technology.

Economic Climate

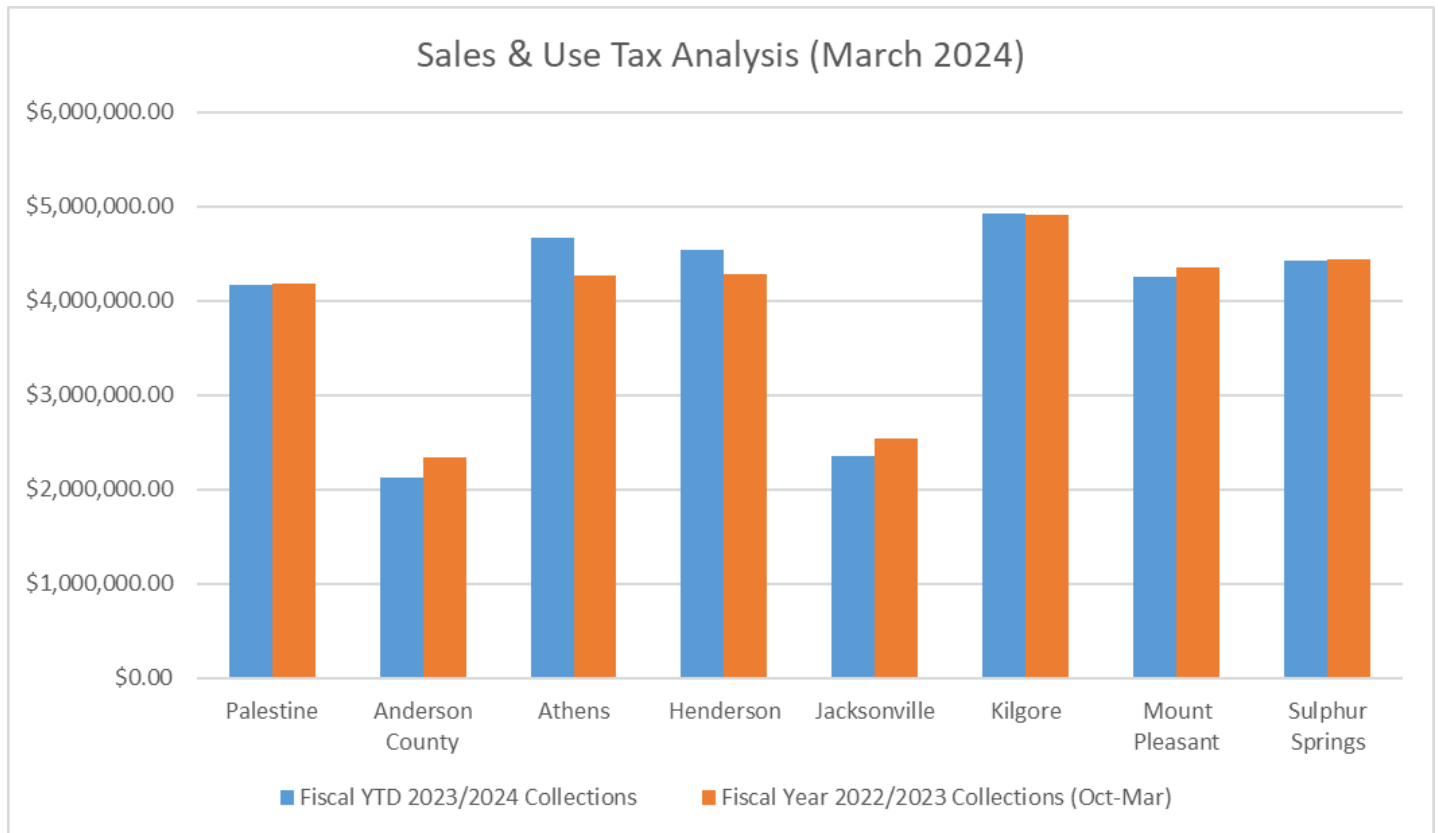
➤ Retail Sector

Palestine, Anderson County & Index Cities Fiscal Year Comparisons

Collection:	Period	Net Payment		Net Change
		Current Year 2023/2024	Prior Year 2022/2023	
Palestine	Mar	\$587,662.72	\$585,897.17	0.3%
	Fiscal YTD	\$4,164,062.86	\$4,176,180.77	-0.3%
Anderson County	Mar	\$323,797.25	\$292,621.41	9.6%
	Fiscal YTD	\$2,121,761.26	\$2,344,005.88	-10.5%
Athens	Mar	\$0.00	\$640,340.26	-100.0%
	Fiscal YTD	\$4,672,002.86	\$4,270,648.78	8.6%
Henderson	Mar	\$634,733.04	\$554,454.94	12.6%
	Fiscal YTD	\$4,533,004.06	\$4,286,144.56	5.4%
Jacksonville	Mar	\$372,923.28	\$370,681.59	0.6%
	Fiscal YTD	\$2,347,921.15	\$2,539,868.47	-8.2%
Kilgore	Mar	\$704,427.88	\$783,516.89	-11.2%
	Fiscal YTD	\$4,917,894.22	\$4,914,897.13	0.1%
Mount Pleasant	Mar	\$617,183.90	\$639,122.77	-3.6%
	Fiscal YTD	\$4,250,508.84	\$4,346,140.35	-2.2%
Sulphur Springs	Mar	\$652,058.77	\$653,603.68	-0.2%
	Fiscal YTD	\$4,425,125.75	\$4,441,417.73	-0.4%

* Source: *Texas Comptroller of Public Accounts*

* Note: All Net Payments represent collections conducted approx. 2 months prior



➤ Workforce Data

Unemployment Rates in Anderson & Index Counties – January 2024:

Anderson County – 3.7%

State of Texas – 4.1%

Henderson County – 4.1%

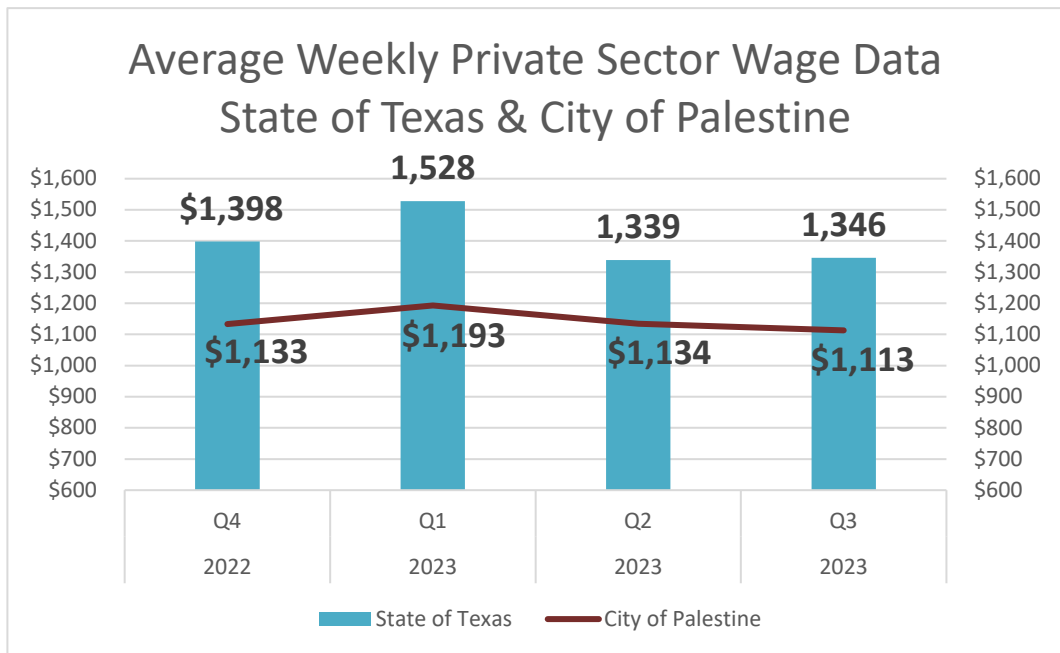
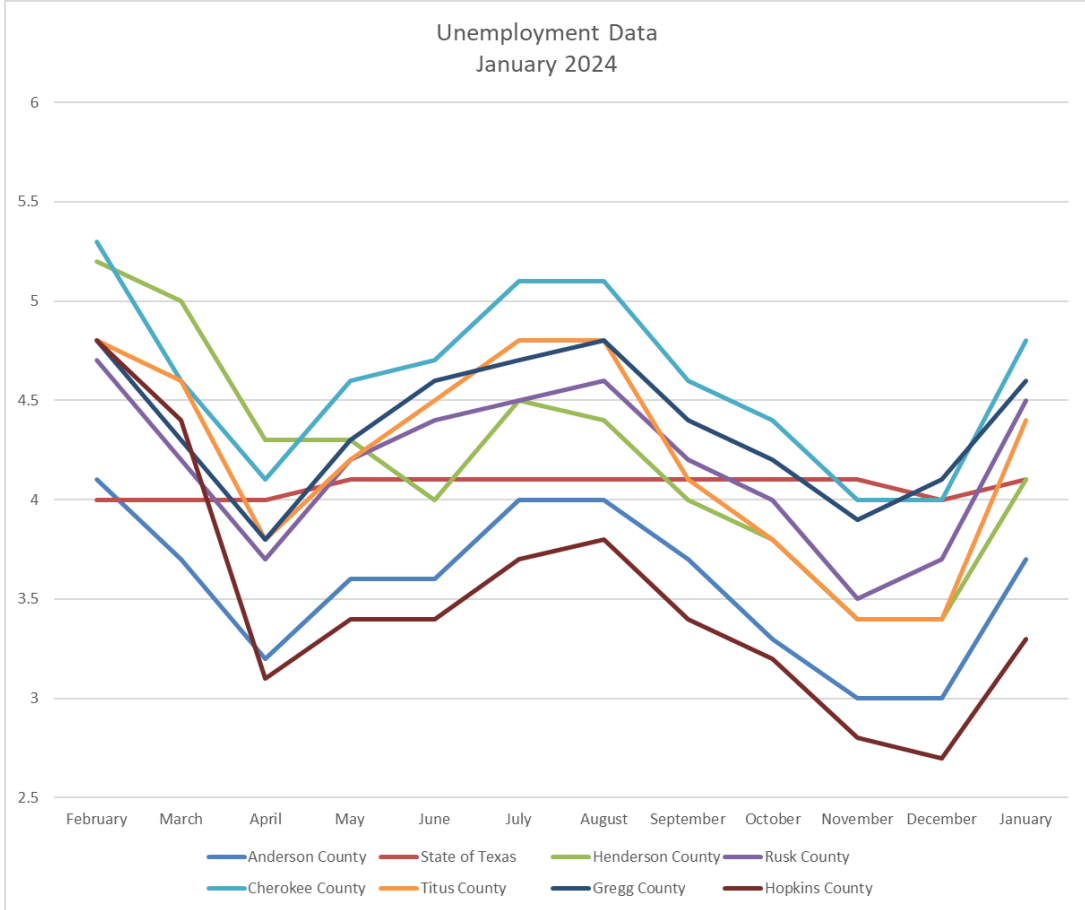
Rusk County – 4.5%

Cherokee County – 4.8%

Titus County – 4.4%

Gregg County – 4.6%

Hopkins County – 3.3%



Source: Texas Labor Market Information; Local Area Unemployment Statistics & Quarterly Census of Employment and Wages



Marketing Activities - February/March 2024

Mktg Analyst Will James

- Collaborated closely with Trade & Industry to finalize the half-page print advertisement for the upcoming issue, ensuring every detail resonated with our target audience.
- Conducted a meeting with Kayne Parish from DroneStarTX to strategize and plan a cutting-edge virtual tour showcasing the Vista Ridge Building and Willow Creek Business Park.
- Communicated with Business Expansion Journal regarding the placement of an advertisement in their highly anticipated April Issue, spotlighting Distribution, Logistics, Airport Development, and featuring a comprehensive State profile on Texas.
- Participated in the LS Tractor Grand Opening event, where PEDC Vice-President Dan Bochsler proudly presented our contribution check. This significant occasion underscored our commitment to community engagement and support for new businesses.
- Organized and executed a highly impactful Business Seminar in partnership with TVCC SBDC, where our speaker, Marsha Lynn Hudson, delivered an insightful presentation on the latest trends and strategies in Social Media Marketing.





Agenda Date: 03/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consider approval of PEDC Minutes from February 1, 2024.

SUMMARY:

Consider approval of PEDC Minutes from February 1, 2024.

RECOMMENDED ACTION:

Staff recommends approval of PEDC Minutes from February 1, 2024.

Attachments

2.1.24 Minutes

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

The Economic Development Board of the City of Palestine convened in a special meeting on Thursday, February 1, 2024, at 9:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: Vice President Dan Bochsler; Directors: Charles Drane, Suzanne Eiben, Joseph Thompson, and Linda Dickens.

Staff present: PEDC Director Christophe Trahan, Administrative Asst. Lisa Bowman

Others Present: City of Palestine Finance Director, Andrew Sibai

A. CALL TO ORDER

With a quorum present, Vice President Bochsler called the meeting to order at 9:00 a.m.

B. PROPOSED CHANGES OF AGENDA ITEMS

There were none.

C. PUBLIC COMMENTS

There were none.

D. CONFLICT OF INTEREST DISCLOSURES

There were none.

E. ITEMS FROM BOARD

There were none.

F. DISCUSSION AND ACTION ITEMS

1. Discussion and possible regarding Resolution No. R-1-24, a resolution for a taxable Type B note not to exceed \$2,030,000.

Motion by Director Thompson, seconded by Director Dickens to approve the item as presented. Upon vote, the motion carried unanimously 5-0.

2. Discussion and possible action regarding a non-binding letter of intent between the Texas State Railroad Authority and Palestine Economic Development Corporation.

Motion by Director Thompson, seconded by Director Dickens to approve the item as presented. Upon vote, the motion carried unanimously 5-0.

3. Discussion and possible action regarding a budgetary amendment to PEDC's fiscal year 2023-2024 budget.

Motion by Director Eiben, seconded by Director Thompson to approve the necessary budgetary amendments to account for loan income and capital expenditure to close on the purchase of property for project Short Line. Upon vote, the motion carried unanimously 5-0.

ADJOURN

With no other business to come before the Board, Vice President Bochsler adjourned the meeting at 9:27 a.m.

PASSED AND APPROVED THIS 12th DAY OF MARCH 2024.

Ben Campbell, President

ATTEST:

Lisa Bowman, Administrative Assistant

DRAFT



Agenda Date: 03/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consider approval of PEDC Minutes from February 13, 2024.

SUMMARY:

Consider approval of PEDC Minutes from February 13, 2024.

RECOMMENDED ACTION:

Staff recommends approval of PEDC Minutes from February 13, 2024.

Attachments

2.13.24 Minutes

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

The Economic Development Board of the City of Palestine convened in a regular meeting on Wednesday, February 13, 2024, at 9:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: President Ben Campbell, Vice President Dan Bochsler; Directors: Charles Drane, Suzanne Eiben.

Staff present: PEDC Director Christophe Trahan, Marketing Analyst Will James, & Administrative Assistant Lisa Bowman.

Others Present: City Manager Teresa Herrera, City of Palestine Finance Director Andrew Sibai.

A. CALL TO ORDER

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

B. PROPOSED CHANGES OF AGENDA ITEMS

There were none.

C. PUBLIC COMMENTS

Drew Boring, Program Manager for Business Development / Strategic Planning with Christus Health, spoke to the board about the groundbreaking for Christus Health's new emergency room. It is anticipated that the project will take about 18 months to complete.

D. CONFLICT OF INTEREST DISCLOSURES

President Campbell recused himself from all discussions regarding project Short Line.

E. ITEMS FROM BOARD

There were none.

F. DIRECTOR'S REPORT

- Execution of Incentive documents with LS Tractor.
- Walkthrough of Westwood ISD's new Junior High facilities with City Manager & City Council members.
- Retail Sector Data for Local Sales & Use Tax.
- Texas Labor Market Information Data – Regional Unemployment Comparison.

Director Thompson entered the board meeting at 10:08 a.m.

G. DISCUSSION AND ACTION ITEMS

1. Consider approval of PEDC Minutes from January 9, 2024.

Motion by Vice President Bochsler, seconded by Director Eiben to approve the item as presented. Upon vote, the motion carried unanimously 5-0

2. Consider approval of PEDC Minutes from January 17, 2024.

Motion by Director Drane, seconded by Director Thompson to approve the item as presented. Upon vote, the motion carried unanimously 5-0.

3. Consider approval of the January 2024 Financial Report.

Motion by Director Thompson, seconded by Vice President Bochsler to approve the item as presented. Upon vote, the motion carried unanimously 5-0.

4. Discussion and possible action regarding the Purchase Sale Agreement with DKRS Dogwood Lake, LLC.

Motion by Director Thompson, seconded by Vice President Bochsler to close on the property pursuant to the Purchase Sale Agreement. Upon vote, the motion carried unanimously 4-0. (abstained: President Ben Campbell)

5. Discussion and possible action regarding an advertising contract with Trade & Industry Magazine.

Will James, PEDC's Marketing Analyst, provided a brief overview of Trade & Industry Magazine's products and services that would be beneficial to the organization.

Director Eiben left the board meeting at 10:33 a.m.

Motion by Director Thompson, seconded by Vice President Bochsler to accept the advertising proposal to Trade & Industry Magazine to promote Palestine. Upon vote, the motion carried unanimously 4-0.

H. CLOSED SESSION

President Campbell announced the Board would go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 10:37 a.m.

1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting Economic Development negotiations.

a.) Palestine Mall.

I. RECONVENE IN REGULAR SESSION

President Campbell reconvened the Board Meeting into open session at 11:29 a.m.

1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting Economic Development negotiations.

Take any action regarding:

a.) Palestine Mall – NO ACTION TAKEN.

ADJOURN

With no other business to come before the Board, President Campbell adjourned the meeting at 11:30 a.m.

PASSED AND APPROVED THIS 12th DAY OF March 2024.

Ben Campbell, President

ATTEST:

Lisa Bowman, Administrative Assistant



Agenda Date: 03/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consider approval of the February 2024 Financial Report.

SUMMARY:

Consider approval of the February 2024 Financial Report.

RECOMMENDED ACTION:

Staff recommends approval of the February 2024 Financial Report.

Attachments

February Financial Report



Palestine Economic Development Corporation
Financial Statement
As of February 29, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
BEGINNING FUND BALANCE		<u>\$ 3,986,395</u>		<u>\$ 3,896,395</u>			<u>\$ 2,611,873</u>	
REVENUE								
41013	PEDC SALES TAX	1,250,055	152,258	596,067	47.7%	653,988	598,381	(2,314)
41609	RENT - SUITE B	36,000	3,000	15,000	41.7%	21,000	-	15,000
41610	RENT - RESULTS CO	161,583	17,954	89,768	55.6%	71,815	89,768	-
41807	ETEX FIBER RECAPTURE	380,000	-	99,381	26.2%	280,619	176,455	(77,075)
41901	INTEREST REVENUE	40,000	5,875	49,898	124.7%	(9,898)	19,899	29,999
41932	TAH LOAN PYMT	34,064	2,839	14,193	41.7%	19,871	33,269	(19,076)
41938	SALE OF PROPERTY	-	-	10	0.0%	(10)	-	10
	*** TOTAL REVENUE ***	<u>1,901,702</u>	<u>181,925</u>	<u>864,317</u>	45.4%	<u>1,037,385</u>	<u>917,773</u>	<u>(53,455)</u>
EXPENSE								
PERSONNEL								
51010	SALARIES & WAGES	185,555	11,961	55,162	29.7%	130,393	32,347	22,816
51030	LONGEVITY	144	24	96	67.0%	48	51	45
51036	CELL PHONE ALLOWANCE	600	50	227	37.8%	373	125	102
51040	SOCIAL SECURITY	13,817	882	4,202	30.4%	9,615	2,571	1,631
51050	HEALTH INSURANCE	24,976	990	7,811	31.3%	17,165	4,183	3,628
51061	WORKER'S COMPENSATION	619	49	228	36.8%	391	29	198
51070	RETIREMENT	25,981	1,744	7,946	30.6%	18,035	4,583	3,363
	*** EXPENSE CATEGORY TOTALS ***	<u>251,691</u>	<u>15,700</u>	<u>75,672</u>	<u>30.1%</u>	<u>176,019</u>	<u>43,889</u>	<u>31,783</u>
SUPPLIES AND MATERIALS								
52010	OFFICE SUPPLIES/EQUIPMENT	3,000	81	633	21.1%	2,367	1,180	(547)
52020	POSTAGE	250	-	60	23.8%	191	-	60
52091	FURNITURE & OFFICE EQUIPMENT	2,000	-	575	28.8%	1,425	-	575
	*** EXPENSE CATEGORY TOTALS ***	<u>5,250</u>	<u>81</u>	<u>1,268</u>	<u>24.1%</u>	<u>3,982</u>	<u>1,180</u>	<u>(487)</u>
PROF/CONTRACTUAL SERV								
53010	LEGAL SERVICES	55,000	1,620	21,106	38.4%	33,894	11,670	9,436
53020	AUDIT & ACCOUNTING SERVICES	5,000	-	436	8.7%	4,564	3,064	(2,628)
53030	PROFESSIONAL SERVICES	50,000	75	2,348	4.7%	47,652	4,000	(1,652)
53031	CONSULTANT SERVICES	20,000	-	-	0.0%	20,000	-	-
53090	IT SUPPORT	1,897	152	761	40.1%	1,136	914	(152)
53095	SOFTWARE MAINTENANCE	808	52	260	32.1%	549	418	(158)
53150	MARKETING SERVICES	50,000	9,970	23,478	47.0%	26,523	12,825	10,653
53500	LEGAL NOTICES	6,000	-	-	0.0%	6,000	-	-
53509	MEMBERSHIPS & SUBSCRIPTIONS	20,000	290	15,897	79.5%	4,103	7,131	8,766
53510	TRAVEL AND TRAINING	10,000	480	1,117	11.2%	8,883	157	961
53512	PRINTING SERVICES	-	-	-	0.0%	-	1,015	(1,015)
53514	TML INSURANCE	9,000	-	12,135	134.8%	(3,135)	6,827	5,308
53515	INSURANCE AND BONDS	1,000	-	-	0.0%	1,000	-	-
53520	JANITORIAL SERVICES	9,000	3,275	4,500	50.0%	4,500	1,965	2,535



Palestine Economic Development Corporation
Financial Statement
As of February 29, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
53617	PROJECTS SUPPORT GRANTS	800,000	100,000	100,000	12.5%	700,000	-	100,000
53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	-	-	0.0%	25,000	-	-
53663	COM DEV GRANT-GENERAL PROGRAM	75,000	-	-	0.0%	75,000	-	-
53664	BLDG IMPROVEMENT GRANT PROG	150,000	-	26,200	17.5%	123,800	-	26,200
*** EXPENSE CATEGORY TOTALS ***		1,287,705	115,914	208,239	16.2%	1,079,466	49,985	158,254
MAINTENANCE & REPAIR								
54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	6,821	34,565	34.6%	65,435	12,033	22,532
*** EXPENSE CATEGORY TOTALS ***		100,000	6,821	34,565	34.6%	65,435	12,033	22,532
UTILITIES								
54500	UTILITIES - ELECTRIC	7,500	552	2,124	28.3%	5,376	2,679	(555)
54501	UTILITIES - WATER/SEWER	4,000	350	1,400	35.0%	2,600	1,293	107
54503	PHONES/INTERNET	4,000	414	2,052	51.3%	1,948	2,197	(146)
*** EXPENSE CATEGORY TOTALS ***		15,500	1,316	5,575	36.0%	9,925	6,170	(555)
OTHER/MISC.								
55009	BUSINESS RETENTION/EXPANSION	15,000	-	308	2.1%	14,692	-	308
55200	MEETING MEALS	3,000	32	1,059	35.3%	1,941	864	195
*** EXPENSE CATEGORY TOTALS ***		18,000	32	1,367	7.6%	16,633	864	504
DEBT SERVICE								
56005	REVENUE BOND PRIN PAYMENT	455,481	47,729	42,042	9.2%	413,439	46,480	(4,437)
56050	INTEREST- BONDED DEBT	130,484	22,749	22,749	17.4%	107,736	21,830	918
56054	PAY/ESCROW AGENT FEES	30,000	30,000	55,340	184.5%	(25,340)	-	55,340
*** EXPENSE CATEGORY TOTALS ***		615,966	100,478	120,131	19.5%	495,835	68,310	51,821
CAPITAL OUTLAY								
58000	CAPITAL OUTLAY	55,936	2,338,481	2,338,481	4180.6%	(2,282,545)	-	2,338,481
*** EXPENSE CATEGORY TOTALS ***		55,936	2,338,481	2,338,481	4180.6%	(2,282,545)	-	2,338,481
INTERFUND ACTIVITY								
59010	TRANSFER TO/FROM GENERAL FUND	48,404	2,614	13,071	27.0%	35,333	13,071	-
59570	TRANSFER TO FLEET FUND	250	-	-	0.0%	250	-	-
*** EXPENSE CATEGORY TOTALS ***		48,404	2,614	13,071	27.0%	35,333	13,071	-
*** TOTAL EXPENSE ***		2,398,452	2,581,438	2,798,370	44	(399,918)	195,501	2,602,332
PROJECTED ENDING FUND BALANCE		\$ 3,489,645		\$ 1,962,342			\$ 3,334,144	

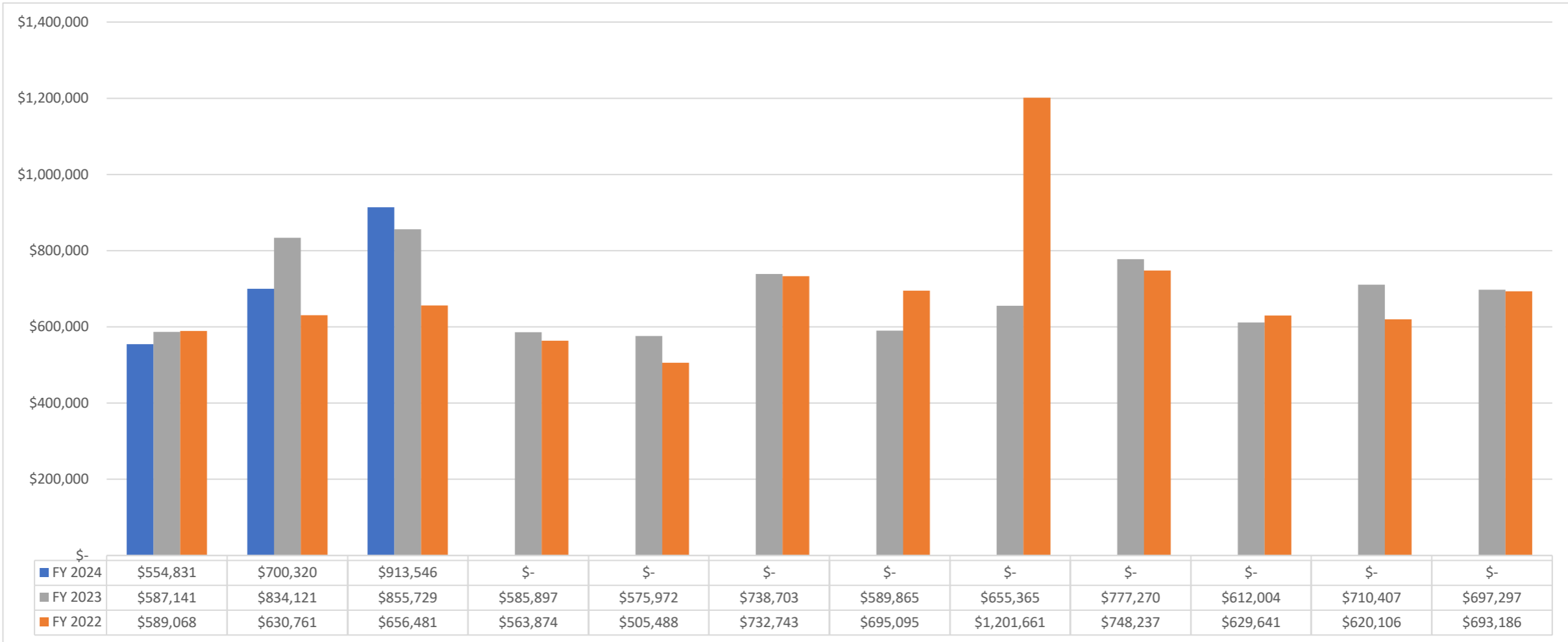


Sales Tax History: Fiscal Years 2021 - 2023

FY 2022				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 490,870	\$ 98,198	\$ 589,068	\$ 589,068
November	525,613	105,148	\$ 630,761	1,219,828
December	547,046	109,435	\$ 656,481	1,876,309
January	469,876	93,998	\$ 563,874	2,440,183
February	421,224	84,265	\$ 505,488	2,945,672
March	610,594	122,148	\$ 732,743	3,678,414
April	579,223	115,872	\$ 695,095	4,373,509
May	1,001,344	200,317	\$ 1,201,661	5,575,170
June	623,506	124,731	\$ 748,237	6,323,407
July	524,680	104,961	\$ 629,641	6,953,048
August	516,734	103,372	\$ 620,106	7,573,154
September	577,632	115,554	\$ 693,186	8,266,340
	<u>\$ 6,888,341</u>	<u>\$ 1,377,999</u>	<u>\$ 8,266,340</u>	

FY 2023				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 489,264	\$ 97,876	\$ 587,141	\$ 587,141
November	\$ 695,073	139,048	\$ 834,121	1,421,262
December	\$ 713,079	142,650	\$ 855,729	2,276,991
January	\$ 488,228	97,669	\$ 585,897	2,862,888
February	\$ 479,957	96,014	\$ 575,972	3,438,860
March	\$ 615,561	123,142	\$ 738,703	4,177,563
April	\$ 491,534	98,330	\$ 589,865	4,767,428
May	\$ 546,115	109,249	\$ 655,365	5,422,792
June	\$ 647,699	129,571	\$ 777,270	6,200,063
July	\$ 509,983	102,021	\$ 612,004	6,812,067
August	\$ 591,982	118,425	\$ 710,407	7,522,474
September	\$ 581,058	116,239	\$ 697,297	8,219,771
	<u>\$ 6,849,535</u>	<u>\$ 1,370,236</u>	<u>\$ 8,219,771</u>	

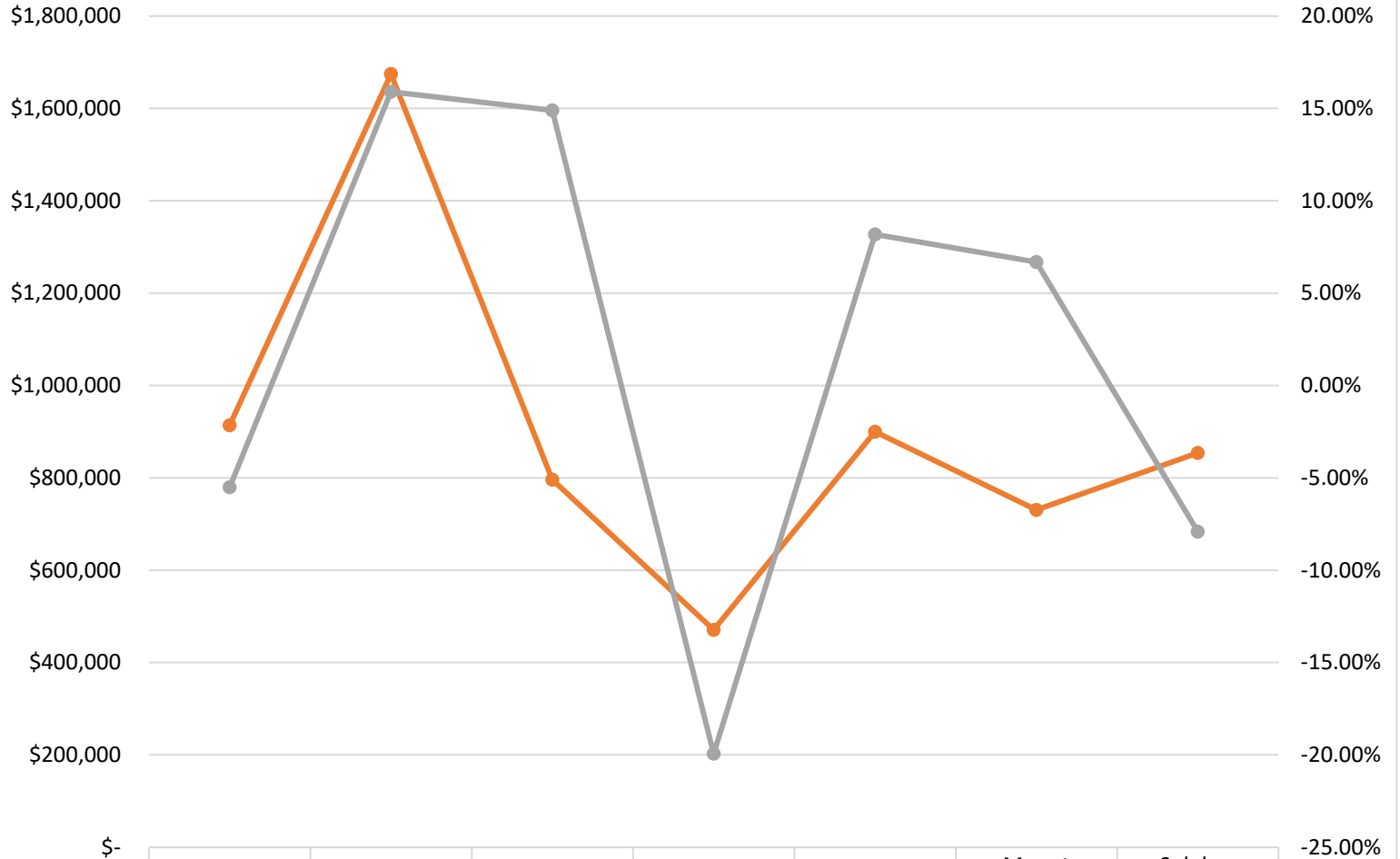
FY 2024				
	CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL
October	\$ 462,340	\$ 92,490	\$ 554,831	\$ 554,831
November	583,576	116,743	\$ 700,320	1,255,151
December	761,258	152,288	\$ 913,546	2,168,697
January	-	-	\$ -	2,168,697
February	-	-	\$ -	2,168,697
March	-	-	\$ -	2,168,697
April	-	-	\$ -	2,168,697
May	-	-	\$ -	2,168,697
June	-	-	\$ -	2,168,697
July	-	-	\$ -	2,168,697
August	-	-	\$ -	2,168,697
September	-	-	\$ -	2,168,697
	<u>\$ 1,807,175</u>	<u>\$ 361,522</u>	<u>\$ 2,168,697</u>	





Palestine Economic Development Corporation
 Financial Statement
 As of February 29, 2024

Sales Tax FY 2024 - December - Period 3



● \$ Sales Tax Received Feb-2024	913,545.97	1,674,285.92	795,933.09	470,821.19	899,675.14	730,904.57	853,946.79
● % Inc(+) Dec(-) from prior year	-5.50%	15.90%	14.90%	-19.94%	8.18%	6.69%	-7.91%



Palestine Economic Development Corporation

Summary of Cash and Investment Activity

For the Month Ending: February 29, 2024

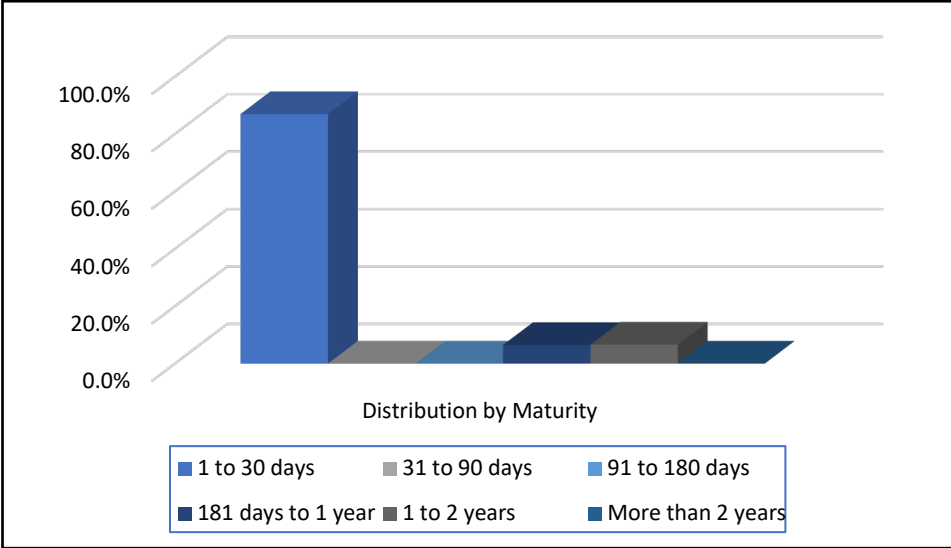
	Par Value	Market Value	Ratio Market-to-Book Value
Beginning Balances			
Cash	\$250,093.99	\$ 250,093.99	100.00%
Investments	\$3,815,449.62	\$3,815,449.62	100.00%
Total	4,065,543.61	\$4,065,543.61	100.00%
Activity			
Cash	\$3,025.63	\$3,025.63	
Investments	(\$272,614.72)	(\$272,614.72)	
Net Accretion & Amortization			
Purchases			
Maturities/Calls	-	-	
Changes to Market Value	-	(1,307.46)	
Net Monthly Activity	(\$269,589.09)	(\$270,896.55)	
Ending Balances			
Cash	\$253,119.62	253,119.62	100.00%
Investments	\$3,542,834.90	\$3,541,527.44	99.96%
Total	\$ 3,795,954.52	\$ 3,794,647.06	99.97%

Palestine Economic Development Corporation
Summary of Cash and Investment Activity
For the Month Ending: February 29, 2024

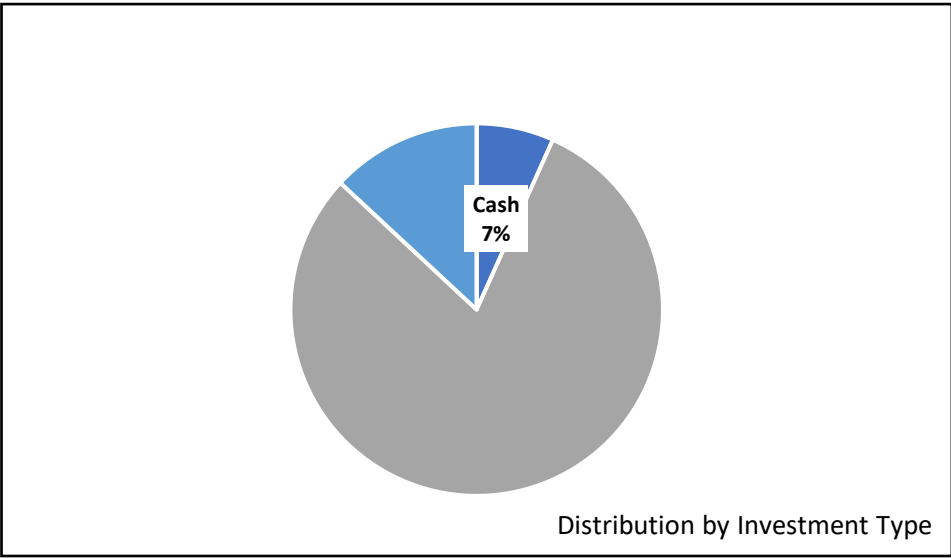
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Cash In Bank	\$ 253,120		\$ 100.000	0.200%	\$ 253,120	\$ 253,120	\$ 253,120	\$ -	1
N/A	N/A	N/A	TEXSTAR Investment Pool	3,024,972		\$ 100.000	4.500%	\$ 3,024,972	\$ 3,024,972	\$ 3,024,972	-	1
12/23/2022	12/23/2024	9497634P8	Wells Fargo Bank	249,000	4.50%	100.000	4.500%	249,000	249,000	247,205	-	298
1/20/2023	7/22/2024	564759RU4	Manufacturers and Traders TR CO	244,000	4.60%	100.000	4.600%	244,000	244,000	243,114	-	144
Totals/Weighted Average				\$ 3,771,092			4.218%	\$ 3,771,092	\$ 3,771,092	\$ 3,768,411	\$ -	30
Benchmark - 4-Week Coupon Equivalent Treasury Bill Rate								5.400%				

Palestine Economic Development Corporation Summary of Cash and Investment Activity For the Month Ending: February 29, 2024

Distribution by Maturity		
	Par Value	Percent
1 to 30 days	\$ 3,278,092	86.9%
31 to 90 days	-	0.0%
91 to 180 days	-	0.0%
181 days to 1 year	244,000	6.5%
1 to 2 years	249,000	6.6%
More than 2 years		0.0%
	<u>\$ 3,771,092</u>	<u>100.0%</u>



Distribution by Investment Type		
	Book Value	Percent
Cash	\$ 253,120	6.7%
US Agencies & Instrumentalities	-	0.0%
Eligible Investment Pools	3,024,972	80.2%
Certificates of Deposit	493,000	13.1%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds		0.0%
Repurchase Agreements	-	0.0%
	<u>\$ 3,771,092</u>	<u>100.0%</u>



Palestine Economic Development Corporation
Monthly Interest
For the Month Ending: February 29, 2024

Cash	\$119.62
Investment Pool	\$ 4,719.82
CDs	\$ 1,035.43

Total Monthly Interest **\$5,874.87**

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



Andrew Sibai
Finance Director



Agenda Date: 03/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding a presentation by Phil Johnson for a Downtown Grant Application.

SUMMARY:

Discussion and possible action regarding a presentation by Phil Johnson for a Downtown Grant Application.

RECOMMENDED ACTION:

Staff recommends the PEDC board discuss and take possible action regarding a presentation by Phil Johnson for a Downtown Grant Application.

Attachments

Grant Application
Performance Agreement

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM

1. Applicant/Applicants name(s): Mabrie Phil Johnson
2. Type of grant(s) being requested:
 First Time Applicant
 Recurring Applicant
3. Applicants contact Information.
- a. Phone 903-922-9644
- b. Fax _____
- c. Email phil.mabrie@yahoo.com
4. Physical address of property for which grant is being requested.

5. Is the property in the Palestine Main Street Overlay District? Yes No
(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
6. Is the property in the Palestine Historic Overlay District? Yes No
(Historic district overlays can be found on the map at <https://downtowntx.org/palestine-texas>)
7. What is the Zoning for the property? CBD MUN RC I
(Zoning information can be found at cityofpalestinertx.com)
8. Is the property in the National Register's Palestine New Town Commercial Historic District? Yes No
(Historic District information can be found at <https://atlas.the.texas.gov/NR/pdfs/100007058/100007058.pdf>)
9. Is it a Contributing property? Yes No *(Map on page 86^)*
10. Is the property individually listed on the National Register of Historic Places? Yes No
11. Is the property a designated Palestine Historical Landmark? Yes No
12. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
 Yes No
13. Current occupancy type _____ Occupancy type upon project completion _____
14. Please provide the total square footage of the property: 4800 sq ft
15. Is this a mixed-use (commercial & residential) property?
 Yes No

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

Commercial: _____ sq ft

Residential: _____ sq ft

16. No. of Stories: 2
17. Business name, if applicable Dogwood Embroidery & More
18. Mailing address 404 West Oak Palestine, Tx 75801

19. This business is a

Sole proprietorship

Partnership

Corporation

Other _____

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

20. Please provide a brief description of business activity.

Currently Dogwood Embroidery is downstairs, looking to provide commercial space use for upstairs

21. Is this property owned or leased by Applicant?

Owned, please provide proof of ownership.

Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email _____

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

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

24. Please provide a description of the proposed project:

Replace ^{roof} / new roof, Install new/update HVAC units, run plumbing upstairs for bathroom/wash area for future commercial use.

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

Façade/Exterior Walls:

TOTAL/MAJOR RESTORATION or PARTIAL RESTORATION OR MAINTENANCE

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

Critical Building Components:

REPLACEMENT OR MAJOR REPAIR or MINOR REPAIR OR MAINTENANCE

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

Other Building Components:

NEW INSTALLATION or MAJOR REPAIR OR REPLACEMENT

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

Business/Property Signage:

NEW SIGN/SIGNAGE PACKAGE or RESTORATION OF A HISTORIC SIGN

Texas Accessibility Standards (TAS) Upgrades:

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

26. Amount of grant funds requested _____
(Total possible funding per grant application is \$75,000 maximum)
27. Total projected cost of project \$62,111.00
28. Estimated start date of project ASAP
29. Estimated completion date of project October 31, 2024
30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2) licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed and bonded contractor may be considered as a substitute for one of the required estimates.
31. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications, and other material to describe your project
32. Please attach photos of existing conditions.
33. Please provide any additional information you believe to be important concerning this grant application.
34. I (we) the undersigned do hereby acknowledge, certify, and agree:
- A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.
- B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.
- C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.
- D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council.
- E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.
- F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
- G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.
- H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 07 day of MARCH, 2024

Applicant M. Qad Applicant _____

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

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

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

Approval of HPO or Interim Director of Development Services:

_____ Date: _____

Approval of Mainstreet District Coordinator:

_____ Date: _____

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



**1203 East Park Ave.
 Palestine, TX 75801
 Office:832-514-8511
 Office:832-514-5247
 Ronnie.RCcontractors@yahoo.com**

Quote ID: 572118-4

03/05/24

Customer Contact
 Phil Johnson
 404 W. Oak St.
 Palestine, TX 75801

Roof Estimate

Service

Cost

Remove Rotten/damaged wood

Install new rafters/runners, Support beams/cross beams

Install roof weather mat sheets

Metal roof border

Demo current roof

Disposal fee(Non-disposable items)

1327.00

Supplies and Materials

23084.00

Labor

16500.00

Estimated Time for Completion):

10 - 14 Days

Total =

40,911.00

{Payment Terms - 50/50}

Approved by: _____

Print Name/Title: _____

Date: _____

Return Signed Quote to: Mantzelc@yahoo.com

Estimate 1

02/20/2024



Referred Roofing & Construction
6014 Wilshire dr.
Tyler, Texas 75703
Phone: 903-920-4786

Company Representative
Robby Morrison
Phone: (903) 920-4786
robby@referredroofing.com

Provide proof of general liability insurance for owners protection
Set up safety equipment where needed
Tear off existing roofing system down to roof deck
Dispose of all insulation and silicone base
Remove rotten shiplap boards where needed
Clean and remove all debris from job site

Includes 2 year workmanship warranty

Phil Johnson
404 West Oak Street
Palestine, TX 75801
(903) 922-9644

Roofing Section

Install 1x6 lap boards or 1" CDX boards where needed
Mechanically fasten 6 inch TPO plates onto new 4.5 inch insulation boards on total roofing system
Install new 7/16 OSB decking along parapet walls
Install new 60 mil TPO includes up and over parapet walls
Terminate TPO with new termination bar around total perimeter where needed
Boom lift rental

TOTAL

\$45,289.00

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date



**1203 East Park Ave.
 Palestine, TX 75801
 Office: 832-514-8511
 Office: 832-514-5247
 Ronnie.RCcontractors@yahoo.com**

Quote ID: 572118-4

03/05/24

Customer Contact
 Phil Johnson
 404 W. Oak St.
 Palestine, TX 75801

Plumbing Estimate

Service

Cost

Tee off to existing waterline

Install Drive pump

Create necessary pathways for future plumbing

Plumbing install/Water-heater install

Installation of Bathroom and Wash Stations

Supplies and Materials

5700.00

Labor

2000.00

Estimated Time for Completion):

5 - 7 Days

Total =

7700.00

{Payment Terms - 50/50}

Approved by: _____

Print Name/Title: _____

Date: _____

Return Signed Quote to: Mantzelc@yahoo.com



Carroll Plumbing

404 West Oak Street
Palestine, TX 75801

☎ (903) 373-3936

✉ dogwoodembroiderytx@yahoo.com

ESTIMATE	#713
SERVICE DATE	Feb 21, 2024
TOTAL	\$6,940.00

CONTACT US

414 E Spring St
Palestine, TX 75801

☎ (903) 724-3282

✉ office@carrollplumbingtx.com

ESTIMATE

Services	qty	unit price	amount
Add 2 baths upstairs	1.0	\$6,940.00	\$6,940.00
Braak out concrete under stairs to tie in to main drain,pipe upstairs for 2 toilets and 2 labs and stub out for future toilet sink. Pipe water from existing water heater			

Services subtotal: \$6,940.00

Subtotal \$6,940.00

Tax (Sales Tax 8.25%) \$0.00

Total \$6,940.00

Thank you for allowing us to serve you today!

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

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



**1203 East Park Ave.
 Palestine, TX 75801
 Office:832-514-8511
 Office:832-514-5247
 Ronnie.RCcontractors@yahoo.com**

Quote ID: 572118-4

03/05/24

Customer Contact
 Phil Johnson
 404 W. Oak St.
 Palestine, TX 75801

HVAC Estimate

Service

Cost

5-ton unit install

5-ton upflow, 25KW Heat Strip

2-ton unit install

2-ton upflow, 15KW Heat strip

Add Filter base

Replace/Install duct work thru office

Smart thermostat installation

Supplies and Materials

9200.00

Labor

4300.00

Estimated Time for Completion):

4 - 6 Days

Total =

13500.00

{Payment Terms - 50/50}

Approved by: _____

Print Name/Title: _____

Date: _____

Return Signed Quote to: Mantzelc@yahoo.com

Proposal

Ranger



Air & Heat Company

Proposal Submitted To: Phil Johnson	Job Name	Job #
Address: 404 W. Oak	Job Location	
Palestine / Next to Chamber of Commerce	Date: 2-12-24	Date of Plans: 2-12-24
Phone #: 922-9644	Fax #	Estimator: Philmabrie@yahoo.com

We hereby submit specifications and estimates for:

2 systems / Change out **Ameristar**

2-ton upflow **2 ton - \$5650**

10 kw heat strip

Add Filter base **5 ton - \$7650**

Has Duct board supply

Needs new stat w/ HP

5 ton upflow **Both systems**

20 kw heat strip

Add Filter base

Needs new supply plenum **\$13,300**

New Stat wire w/ HP

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Ranger Air & Heat Company - 3890 Hwy. 19 S.

Palestine, Texas 75801

TACLB005970C

Authorized Dealer



DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Mabrico Phil Johnson, sole proprietor d/b/a Dogwood Embroidery ("APPLICANT"), whose current address is 404 W. Oak St. Palestine, TX 75801.

RECITALS

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

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

WHEREAS, the APPLICANT submitted its Application dated March 6, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Sixty-Two Thousand One Hundred Eleven Dollars and No Cents (\$62,111.00)** for the purpose of full roof replacement, replacement of an HVAC system, and plumbing upgrades at the business property of Dogwood Embroidery, that being 404 W Oak St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Forty-Six Thousand Five Hundred Eighty-Three Dollars and Twenty-Five Cents (\$46,583.25)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

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

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

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

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before December 12, 2024.

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

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

2. FUNDING

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

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

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

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

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

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

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

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

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

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

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

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

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

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

other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

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

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

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

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

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

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

3.14. If the business property, that being 404 W Oak St. Palestine, Texas 75801, is sold or conveyed for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

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

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

5. MISCELLANEOUS PROVISIONS

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

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

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

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

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

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

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

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

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

5.9. Time is of the essence of this agreement.

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

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

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

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

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

For the Applicant(s):

Dogwood Embroidery

By _____ Date _____
Mabrico Phil Johnson, Owner

For the PEDC:

Palestine Economic Development Corporation

By _____ Date _____
Ben Campbell, Board President

APPROVED:

City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor



Agenda Date: 03/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding proposals to produce virtual tours of 200 Vista Ridge and the Willow Creek Business Park.

SUMMARY:

Discussion and possible action regarding proposals to produce virtual tours of 200 Vista Ridge and the Willow Creek Business Park.

RECOMMENDED ACTION:

Staff recommends the PEDC Board discuss and take possible action regarding proposals to produce virtual tours of 200 Vista Ridge and the Willow Creek Business Park.

Attachments

Dronestar 1
Dronestar 2



Drone Star
677 Creekside Way
New Braunfels, Texas 78130
United States
kayne@dronestartx.com
Phone: +19035714221

Price Quote: #0000014
Issued on: Feb 13, 2024
Expiry Date: Mar 14, 2024

200 Vista Ridge Virtual Tour Quote

To: Will James
Palestine EDC
edanalyst@palestine-tx.org
903-731-8412

Product or Service	Price	Quantity	Line Total
Virtual Tour Create a virtual tour of the property. (Must include monthly fee)	\$1,600.00	1	\$1,600.00
Hosting/Maintenance (Monthly Fee **Required) Includes hosting the tour and monthly maintenance (updating info graphics, links, etc.)	\$100.00	1	\$100.00
Aerial Photo Shoot A series of 10 photos to be used for marketing/publication.	\$250.00	1	\$250.00
Credit Card Processing Credit Card processing based upon total amount. Cash or check can disregard this fee.	\$60.00	1	\$60.00
Floor Plan (2D Color)	\$50.00	1	\$50.00

Product or Service	Price	Quantity	Line Total
A 2D colored floor plan is a type of diagram that shows a colored layout. It enhances the 2D drawing and adds beauty to the floor plan.			
Floor Plan (3D Image) A 3D floor plan is a type of non-interactive diagram that shows a more detailed layout of the area. It adds shadow and dimension to the space.	\$100.00	1	\$100.00
Floor Plan (3D Dollhouse) A 3D dollhouse floor plan is a type of interactive model that shows a more detailed layout of the area. This model is spinnable and you can add custom hotspot locations inside the model.	\$150.00	1	\$150.00
Subtotal			\$2,310.00
Total Price:			\$2,310.00

Notes

Thank you for your interest in DroneStar!

Legal Terms

50% of non-monthly fee items will be due upfront before work is started. The remaining 50% is due at completion net 30. At completion, the monthly fees will be due on the 1st of each month to cover that month positive. After 2 months of non-payment, the tour will go offline.



DroneStar
677 Creekside Way
New Braunfels, Texas 78130
United States
kayne@dronestartx.com
Phone: +19035714221

Price Quote: #0000015
Issued on: Mar 5, 2024
Expiry Date: Apr 4, 2024

Palestine EDC Business Park Virtual Tour Quote

To: Will James
Palestine EDC
edanalyst@palestine-tx.org
903-731-8412

Product or Service	Price	Quantity	Line Total
Virtual Tour Create a virtual tour of the property. (Must include monthly fee)	\$1,000.00	1	\$1,000.00
Hosting/Maintenance (Monthly Fee **Required) Includes hosting the tour and all monthly maintenance such as updating info graphics or reshoots	\$100.00	1	\$100.00
Aerial Photo Shoot A series of 10 photos to be used for marketing/publication.	\$250.00	1	\$250.00
Credit Card Processing Credit Card processing based upon total amount. Cash or check can disregard this fee.	\$40.00	1	\$40.00

Subtotal

\$1,390.00

Total Price:

\$1,390.00

Notes

Thank you for your interest in DroneStar!

Legal Terms

50% of non-monthly fee items will be due upfront before work is started. The remaining 50% is due at completion net 30. At completion, the monthly fees will be due on the 1st of each month to cover that month positive. After 2 months of non-payment, the tour will go offline. Maintenance will include up to 5 changes per month, \$10 per change over 5.



Agenda Date: 03/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding a proposal for advertising in Business Xpansion Journal.

SUMMARY:

Discussion and possible action regarding a proposal for advertising in Business Xpansion Journal.

RECOMMENDED ACTION:

Staff recommends the PEDC Board discuss and take possible action regarding a proposal for advertising in Business Xpansion Journal.

Attachments

Business Xpansion

2024 EDITORIAL CALENDAR

February – Advanced Manufacturing, Energy, Life Sciences

State Profiles – CA, IA, IN, NC, MA, MI, NV, OH, Alberta



April – Intermodal Distribution, Logistics, Airport Development

State Profiles – ME, PA, RI, TN, TX, VT, Ontario

← issue we would be in

June – Agribusiness, Food & Beverage, Tourism

State Profiles – KS, KY, MD, NH, NV, WI, Quebec

August – Ports/FTZ, Forestry, Opportunity Zones

State Profiles – GA, MO, NY, NJ, IL, WA, British Columbia

October – Aerospace, Automotive, Cybersecurity

State Profiles – AL, AZ, FL, LA, MS, NM, SC, New Brunswick

December – IT, Data Centers, Fintech

State Profiles – AR, CT, CO, DE, MN, MT, ND, OK, SD, VA, WV, WY, MB



regular rates

AD RATES, AD DATES & AD DIMENSIONS

AD SIZES	6X	3X	1X	PRIORITY POSITION	PRICE
FULL-PAGE	\$1,895	\$2,195	\$2,495	BACK COVER	\$3,200
HALF-PAGE	\$1,395	\$1,595	\$1,895	INSIDE FRONT COVER	\$2,600
ONE-THIRD	\$1,095	\$1,295	\$1,595	INSIDE BACK COVER	\$2,600
ONE-QUARTER	\$795	\$995	\$1,295	ALL PRICES NET, U.S.	

AGENCIES RECEIVE A 15% DISCOUNT FROM RATE CARD

AD DATES	SPACE DEADLINE	ARTWORK DEADLINE
February	1/26/24	2/2/24
April	3/22/24	3/29/24
June	5/24/24	5/31/24
August	7/26/24	8/3/24
October	9/27/24	10/04/24
December	11/23/24	11/30/24

All sizes are measured **Width by Height** in inches

AD SIZES	IMAGE AREA	BLEED	TRIM
2-PAGE SPREAD	16" X 10"	17.25" X 11.25"	17" X 11"
FULL PAGE	7.5" X 10"	8.75" X 11.25"	8.5 X 11
1/2 HORIZONTAL PAGE	7.5" X 4.9"	N/A	N/A
1/2 ISLAND PAGE	4.88" X 7.7"	N/A	N/A
1/2 VERTICAL PAGE	3.67" X 10"	N/A	N/A
1/3 ISLAND PAGE	4.9" X 4.9"	N/A	N/A
1/3 VERTICAL PAGE	2.38" X 10"	N/A	N/A
1/4 VERTICAL	3.67" X 4.9"	N/A	N/A

AD REQUIREMENTS

We accept high resolution 300dpi PDF's, TIFF's or JPEG's. We can open most Mac software and can usually translate PC files from Indesign, Adobe Photoshop and Illustrator. All

native files should include all fonts and images. All photos must be at least 300 dpi and missing fonts will require substitutions. We cannot accept ads that are designed and built with Publisher, PowerPoint or Word.

TX/Palestine Profile-Business Xpansion Journal

Alan Reyes-Guerra <areyes@bxjmag.com>

Fri 3/1/2024 1:49 PM

To: Christophe Trahan <edcdirector@palestine-tx.org>

Cc: Will James <edanalyst@palestine-tx.org>

📎 1 attachments (2 MB)

BXJMediaGuide2024v01302024.pdf;

Hi Christophe & Will:

I hope this finds you well and having a great start to the new year. I want to introduce myself as I am the publisher of *Business Xpansion Journal* and I want to contact you regarding advertising and editorial in 2024 that I feel will best serve the **Palestine EDC**

As you may know, **BXJ (Business Xpansion Journal)** is the **business expansion, relocation and development publication** that is distributed to C-level executives, site selectors, commercial realtors and others that are looking to expand or relocate their business. Published six times a year and now in its' 28th year, *Business Xpansion Journal* has set the standard for promotion in economic development.

We are working on the **April/May** issue which will feature our **Annual Profile of Texas and the economic development opportunities throughout the state**. Since this opens the door for other communities and programs in **Texas** to get their own publicity with this feature, I want to see if we can include **Palestine** in this profile with an ad and editorial. It would get great exposure and an ad in the print issue also includes our **digital issue**, so the combination of both insures maximum coverage. Industry features for this issue include **Logistics** and **Intermodal Distribution**.

We want to support the **Palestine EDC** and **will complement any size ad with FREE editorial**. We can write the article, interview you, or you can supply us with your own editorial. **Texas** will be listed on the **Front Cover** as well as on the **Table of Contents page** so that interested readers can turn directly to that section rather than search through the whole magazine, guaranteeing more views without your ad/editorial getting lost. Together, **a profile of Texas that includes an ad and editorial content on the business opportunities in Palestine** will be a tremendous way to stand out on the economic development stage and a great way to start 2024.

I can offer the following different ad sizes with **specialty discounted rates**, which includes our **print, digital issue**, and **website** as well as **free editorial**.

Full-Page Color: \$1695
Half-Page Color: \$1395
One-Third Color: \$995
One-Quarter Color: \$595

> special rates

I have attached our media guide. Please visit our website at <https://link.edgepilot.com/s/2ee1be52/mdWjwrEV30STQU8ryVsuXA?u=http://www.bxjmag.com/> I look forward to hearing from you and answering any questions you may have.

Thank you both,

Alan Reyes

Associate Publisher

Business Xpansion Journal

205-862-5175 Direct

areyes@bxjmag.com



Agenda Date: 03/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding a proposal for professional rail engineering & design from Via Rail Engineering, Inc.

SUMMARY:

Discussion and possible action regarding a proposal for professional rail engineering & design from Via Rail Engineering, Inc.

RECOMMENDED ACTION:

Staff recommends the PEDC board discuss and take possible action regarding a proposal for professional rail engineering & design from Via Rail Engineering, Inc.

Attachments

Rail Proposal



March 6, 2024

Christophe Trahan
Executive Director
Palestine Economic Development Corporation
100 Willow Creek Parkway, Suite A,
Palestine, TX 75801
edcdirector@palestine-tx.org

Re: Palestine EDC – Rail Park Project

Dear Christophe Trahan,

Via Rail Engineering Inc. (Via Rail) is pleased to submit this proposal for your consideration. We understand that Palestine Economic Development Corporation (PEDC) would like to consider rail engineering design services for their facility in Palestine, TX. The facility is served by Texas Eastern Railroad (TSR), parent company Jaguar Transport (JAG) and the purpose of this proposal is to address providing additional rail engineering design services for infrastructure to serve their Rail Park.

We understand that PEDC would like to expand their rail park. PEDC submitted track plans, Lidar topography, survey and landscape drawings during the scoping call that took place. As depicted in the conceptual layout provided by Bruce Carswell at Lonestar Railroad Solutions, LLC (Lonestar), Phase 1 is shown as a double ended track parallel to the JAG main line, Phase 2 is shown as a proposed lead track along east side of property to building sites to north, and Phase 3 is shown as a proposed additional transload spur to northeast. Proposed design and Opinion of Probable Construction Cost (OPCC) scope will include Phase 1 and Phase 2 trackage. Our construction cost estimating will be based on preliminary engineering design drawings as requested by Lonestar. BNSF Industry Track Standards will be utilized for design work per Lonestar.

With this information, the following outlines the tasks necessary to meet project objectives.

TASK 1 – Conceptual Track Layout and Iteration Via Rail will proceed by performing an onsite inspection to study the site, encumbrances, and opportunities. Via Rail will then begin developing an electronic aerial base map for two total conceptual track layouts. Concept layout one will address design for Phase I and Phase II. Concept two layout will address design for Phase III. Concept development will include up to three iterations, and once acceptable to PEDC, Via Rail will submit said concepts to JAG for informal review and feedback. After review and iteration, Via Rail will revise the concept plan to a “Preferred Alternative”. Once approved by PEDC, the “Preferred Alternative” can serve as a basis for completion of an engineered 10% Concept Plan that may be

Via Rail Engineering Inc.
14727 Maribel Rd. Maribel, WI 54227
Direct Phone: 682-429-2298; HQ: 920-367-2000

*Railroading
since 1973*

Founded in 2005

*100% Employee-
Owned since 2017*

*Over 2000 projects
delivered for our
Clients*

*Comprising over 12.5
million feet of track*

*Licensed engineering
in 40+ US States*

*Consulting in Canada
with Project
Collaborators*

*Broad network of
subject matter expert
Strategic Partners*

*Extensive contractor
network*

submitted to TSR for formal review and approval. BNSF Industry Track Standards will be utilized for design work per Lonestar.

TASK 2 – 10% Concept Plan, JAG Submittal With the completion of a “Preferred Alternative” and operations plan, Via Rail will prepare a 10% Concept Plan for PEDC to review and approve for submittal to JAG. The concept plan will be in accordance to the “Preferred Alternative”, PEDC objectives and BNSF industrial track standards (as directed by Lonestar) and JAG submittal requirements. Via Rail will shepherd the JAG review process from 10% Concept Plan submittal and approval in order to proceed to preliminary and final design.

TASK 3 – 30% Preliminary Engineering Design Following completion of the “Preferred” conceptual track layout and 10% Concept Plan approval from JAG, Via Rail will utilize the base mapping and survey information provided by PEDC to complete 30% preliminary engineering design, railroad geometric horizontal and vertical design, typical sections, preliminary grading, and any other rail and site design germane to the construction of the proposed tracks. The preliminary design plan set will incorporate PEDC objectives and adhere to BNSF industrial track standards and checklist of submittal requirements to JAG for review and approval. If addition survey data is required, Via Rail can provide this under a Change Order.

In addition, during the preliminary design process, Via Rail will investigate any utility mitigation that might be necessary and in accordance with utility company, the American Railway Engineering and Maintenance-of- Way Association (AREMA) and JAG requirements; and, any demolition planning necessary, in coordination with PEDC.

TASK 4 – Quantity Take-Off (QTO) and Opinion of Probable Construction Costs (OPCC) Via Rail will complete single QTO and OPCC based on Phase I & Phase II conceptual track layouts for track construction and any other rail related infrastructure. Said QTO/OPCC will be provided to PEDC and Lonestar for the feasibility study and will be based upon the 30% Preliminary Engineering Design prepared above. The track construction cost estimate will be considered to a 10% +/- accuracy, and the site civil will be considered to a 25% +/- accuracy.

Deliverables

1. Conceptual Track Layout, 11x17” formatted full color PDF
2. 10% Concept Plan, 11x17” formatted full color PDF
3. 30% Preliminary Design Plan Set, 11x17” formatted full color PDF
4. QTO/OPCC, formatted for 8-1/2x11” PDF and XLSX

Timetable Upon Notice to Proceed, Via Rail will initiate work promptly and progress the work consistently each week. Site due diligence, base mapping and a conceptual track layout will be completed within one week of notice to proceed. Dependent upon any iteration, Via Rail will finalize a “Preferred” conceptual track layout for PEDC approval within a week. Following completion “Preferred” conceptual track layout Via Rail will continue with finalization of a 10% concept plan and submittal to JAG within one week. Following the approved 10% concept plan, and after receiving required survey information from PEDC, Via Rail will proceed with 30% preliminary design. 30% preliminary design will be completed within three weeks and will be

submitted to PEDC and Jaguar review and approval. Once the 30% has been approved, Via Rail will proceed with completing the QTO/OPCC within one to two weeks.

Assumptions and Exclusions No additional due diligence or design engineering are included except for what is delineated above in the proposed scope of work. Via Rail may submit a future change order to address additional rail engineering design services such as site survey, final design engineering, contractor bidding services, construction management and inspections if requested by PEDC for consideration.

PLEASE NOTE ALL TASKS ARE LUMP SUM FIRM BID AS LONG AS SCOPE OF WORK DOES NOT CHANGE.

Professional/Construction Fees Via Rail proposes to complete this work for a lump sum firm bid price as itemized as follows:

TASK	DESCRIPTION OF WORK	FEES
1	Conceptual Track Layout and Iteration	\$ 4,000
2	10% Concept Plan	\$ 4,000
3	30% Preliminary Engineering Design	\$ 45,400
4	QTO and OPCC	\$ 1,500
	Total Fees:	\$ 54,900

Via Rail will invoice on a monthly basis for work performed during the billing cycle. Our scope of services and professional fee includes necessary and typical project review meetings by phone and/or screen share.

To accept this proposal please complete the bottom portion, scan and email back. Thank you for the opportunity to earn your business; we thrive on long-term relationships. I can be reached at (682) 429-2298.

Sincerely,

Daniel Guido

Dan "Guido" Guido
Via Rail Engineering, Inc.
14727 Maribel Road
PO Box 137
Maribel, WI 54227

Accepted by _____

Print Name: _____

Title: _____

Date: _____

Prepared by Samuel Rosenberg
Cc. Brian Denmark, Michelle Wotachek