

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



Christophe Trahan, EDC Director
Melissa Temple, Admin. Assistant
Mary Ann Admire, Marketing Analyst
Corby Neal, Mainstreet Coordinator

**NOTICE OF MEETING
ECONOMIC DEVELOPMENT CORPORATION**

December 9, 2025

10:00 A.M.

PEDC Office

100 Willow Creek Pkwy, Suite A

Palestine, TX

Zoom Link:

<https://us06web.zoom.us/j/87871783909?pwd=g71pLvqY8t1Gv7HTaml70JDlqkCt6x.1>

Meeting ID: 878 7178 3909

Passcode: 904073

One tap mobile

+13462487799,,87871783909#,,,,*904073# US (Houston)

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/palestinetx/

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 Commissioners. Members of the public may join via Zoom or in person.

D. CONFLICT OF INTEREST DISCLOSURES

E. ITEMS FROM BOARD

F. DIRECTOR'S REPORT

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

2. Review Monthly Marketing Analyst Report
 - a.) Monthly Marketing Activities
 - b.) Monthly Marketing Analytics
 - c.) All Other Marketing Activities

G. **DISCUSSION AND ACTION ITEMS**

1. Consider approval of PEDC minutes from November 14, 2025.
2. Consider approval of the November 2025 Financial Report.
3. Discussion and possible action regarding a Third Amendment to the Performance Agreement with Texas Futura & Lonestar Oil Tech LLC.
4. Presentation regarding Tahwahkaro Distilling Company, LLC.
5. Consideration of and possible action on Resolution No. R-03-25, a resolution of the PEDC declaring a project of the PEDC offering a reduced-rate lease to incentivize Bitcoin Mining Institute LLC to establish its business operations in the City by granting certain incentives, those being a reduction in the lease rate for a property owned by PEDC, in exchange for the creation of primary jobs and a capital investment located at the facility at 200 Vista Ridge in Palestine, TX; authorizing the execution of a non-binding letter of intent; setting a public hearing; and authorizing and directing staff to publish notice of the same.
6. Discussion and possible action regarding a proposal by the C.T. Brannon Corporation for an Existing Conditions Drainage Study and Master Drainage Plan for the Willow Creek Business Park.

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
 - a. Tahwahkaro Distilling Company LLC

I. **RECONVENE IN REGULAR SESSION**

1. Take any necessary action regarding Tahwahkaro Distilling Company LLC.

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 **Tuesday, December 2, 2025**.



Christophe Trahan, Economic Development Director

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: 12/09/2025
To: Palestine Economic Development Corporation
From: Christophe Trahan, Economic Development Director
Agenda Item: Review Monthly Director's Report

SUMMARY:

Review Monthly Director's Report

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

RECOMMENDED ACTION:

Staff recommends the board review monthly Director's Report.



Agenda Date: 12/09/2025
To: Palestine Economic Development Corporation
From: Christophe Trahan, Economic Development Director
Agenda Item: Review Monthly Marketing Analyst Report

SUMMARY:

Review Monthly Marketing Analyst Report

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

RECOMMENDED ACTION:

Staff recommends the board review the Monthly Marketing Analyst Report.



Agenda Date: 12/09/2025
To: Palestine Economic Development Corporation
From: Christophe Trahan, Economic Development Director
Agenda Item: Consider approval of PEDC minutes from November 14, 2025.

SUMMARY:

Consider approval of PEDC minutes from November 14, 2025.

RECOMMENDED ACTION:

Staff recommends approval of PEDC minutes from November 14, 2025.

Attachments

PEDC Board Meeting Minutes 11.14.25

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

The Economic Development Board of the City of Palestine convened in a special called meeting on Friday, November 14, 2025, at 10:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: President Dan Bochsler; Vice President Kim Willmott; Secretary/Treasurer Charles Drane; Directors: Joseph Thompson and Veer Patel.

Staff present: PEDC Director Christophe Trahan, Administrative Assistant Melissa Temple, Marketing Analyst Mary Ann Admire and Mainstreet Coordinator Corby Neal.

Others Present: City Manager Teresa Herrera, Rick Farris, Tara Farris, Saundra Vasquez, Sarah Lee and Subi Gandhi (via Zoom).

A. CALL TO ORDER

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

-Chris Nichols entered at 10:01 a.m.

-Babette Moreno (via Zoom) entered at 10:04 a.m.

B. PROPOSED CHANGES OF AGENDA ITEMS

President Dan Bochsler moved line item G8 to take place between line items G12 and G13.

C. PUBLIC COMMENTS

There were none.

D. CONFLICT OF INTEREST DISCLOSURES

There were none.

E. ITEMS FROM BOARD

Director Veer Patel congratulated EDC Director Christophe Trahan on graduating the Certified Texas Economic Developer Program.

F. DIRECTOR'S REPORT

1. Review monthly Director's Report.
 - Strategic Plan Activity
 - Retail Sector Data
 - Workforce Data
 - All other Economic Development Activities

2. Review monthly Marketing Analyst Report.
 - Monthly Marketing Activities

- Monthly Marketing Analytics
- All Other Marketing Activities

G. DISCUSSION AND ACTION ITEMS

1. Consider approval of minutes from October 15, 2025.

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

2. Consider approval of minutes from October 22, 2025.

Motion by Director Veer Patel, seconded by Secretary/ Treasurer Charles Drane to approve item as presented. Upon vote, the motion carried unanimously 5-0.

3. Consider approval of the October 2025 Financial Report.

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

4. Presentation regarding a Downtown Grant Application and Performance Agreement with Misti Hall for the property located at 616 West Oak Street.

No action taken.

5. Presentation regarding a Downtown Grant Application and Performance Agreement with Buddin Business Investment, LLC. property located at 109 West Spring Street.

Chris Nichols gave a presentation for the applicant for the proposed improvements to the property located at 109 West Spring Street.

No action taken.

6. Presentation regarding a Downtown Grant Application and Performance Agreement with NCBA Enterprises, LLC for the property located at 520 North Perry Street.

No action taken.

7. Presentation regarding a Downtown Grant Application and Performance Agreement with Three Owls Enterprises, LLC. for the property located at 917 West Debard Street.

Babette Moreno gave a presentation, via Zoom, for the proposed improvements to the property located at 917 West Debard Street.

No action taken.

9. Presentation regarding a Downtown Grant Application and Performance Agreement with Subi Gandhi for the property located at 310 East Crawford Street.

Subi Gandhi gave a presentation, via Zoom, for the proposed improvements to the property located at 310 East Crawford Street.

No action was taken.

10. Presentation regarding a Downtown Grant Application and Performance Agreement with Sandra Vasquez for the property located at 307 West Oak Street.

Sandra Vasquez gave a presentation for the proposed improvements to the property located at 307 West Oak Street.

No action was taken.

11. Presentation regarding a Downtown Grant Application and Performance Agreement with Farris Investors, LLC. for the property located at 109 West Main Street.

Rick Farris gave a presentation for the proposed improvements to the property located at 109 West Main Street.

No action taken.

- David McCoy entered at 10:45 a.m.

- PEDC Attorney Heather Cook entered (via Zoom) at 10:58 a.m.

12. Presentation regarding a Downtown Grant Application and Performance Agreement with Farris Investors, LLC. for the property located at 108 West Oak Street.

Rick Farris gave a presentation for the proposed improvements to the property located at 108 West Oak Street.

No action taken.

8. Presentation regarding a Downtown Grant Application and A Performance Agreement with Edward McCoy, Jr. for the property located at 502 West Oak Street.

David McCoy gave a presentation for the applicant for the proposed improvements to the property located at 502 West Oak Street.

No action was taken.

-David McCoy left at 10:57 a.m.

13. Discussion and possible action regarding a Downtown Grant Performance Agreement with Palestine Community Theatre, Inc.

Motion by Director Joseph Thompson, seconded by Secretary/Treasurer Charles Drane to approve the final payment to Palestine Community Theatre, Inc. for work completed under their Downtown Grant Performance Agreement. Upon vote, motion carried unanimously 5-0.

14. Discussion and possible action regarding a Budget Amendment to Line Item 215-100-53010 Legal Services from Fund Balance.

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

15. Discussion and possible action regarding a Second Amendment to Performance Agreement with Callizo Aromas LLC. and Perfect Life TX LLC.

Motion made by Director Joseph Thompson, seconded by Vice President Kim Willmott to approve item as presented. Upon vote, motion carried unanimously 5-0.

H. CLOSED SESSION

President Dan Bochsler announced that the board would go into closed session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 11:17 a.m.

1. Section 551.087 deliberation regarding Economic Development Negotiations

- a.) Misti Hall- 616 West Oak Street
- b.) Buddin Business Investment, LLC. - 109 West Spring Street
- c.) NCBA Enterprises, LLC. - 520 North Perry Street
- d.) Three Owls Enterprises LLC. -917 West Debard Street
- e.) Edward McCoy Jr.- 502 West Oak Street
- f.) Subi Gandhi- 310 East Crawford Street
- g.) Saundra Vasquez- 307 East Oak Street
- h.) Farris Investors, LLC. - 109 West Main Street
- i.) Farris Investors, LLC. - 108 West Oak Street
- j.) Tahwahkaro Distilling Company, LLC.

I. RECONVENE IN REGULAR SESSION

President Dan Bochsler announced the board would reconvene into Regular Session. The time was 11:31 a.m.

J. TAKE ANY NECESSARY ACTIONS REGARDING CLOSED SESSION ITEM

1. Take necessary action regarding Misti Hall.

Motion by Director Joseph Thompson, seconded by Vice President Kim Willmott to approve a Downtown Grant Agreement with Misti Hall at a 50% match in the amount of \$43,300. Upon vote, motion carried unanimously 5-0.

2. Take necessary action regarding Buddin Business Investment, LLC.

Motion by Vice President Kim Willmott, seconded by Director Joseph Thompson to approve a Downtown Grant Agreement with Buddin Business Investment, LLC. at a 50% match in the amount of \$63,325.20. Upon vote, motion carried unanimously 5-0.

3. Take necessary action regarding NCBA Enterprises, LLC. - 520 North Perry Street

No action Taken.

4. Take any necessary action regarding Three Owls Enterprises, LLC. - 917 West Debard Street

Motion by Vice President Kim Willmott, seconded by Director Joseph Thompson to approve a Downtown Grant Agreement with Three Owls Enterprises, LLC at a 50% match in the amount of \$28,833.48. Upon vote, motion carried unanimously 5-0.

5. Take any necessary action regarding Edward McCoy, Jr.- 502 West Oak Street

Motion by Vice President Kim Willmott, seconded by Director Joseph Thompson to approve a Downtown Grant Agreement with Edward McCoy, Jr. at a 50% match in the amount of \$66,500. Upon vote, motion carried unanimously 5-0.

6. Take necessary action regarding Subi Gandhi- 310 East Crawford Street

Motion by Vice President Kim Willmott, seconded by Director Veer Patel to approve a Downtown Grant Agreement with Subi Gandhi at a 50% match in the amount of \$39,500. Upon vote, motion carried unanimously 5-0.

7. Take necessary action regarding Sandra Vasquez- 307 West Oak Street

Motion by Vice President Kim Willmott, seconded by Director Joseph Thompson to approve a Downtown Grant Agreement with Sandra Vasquez in the amount of \$8,500. Upon vote, motion carried unanimously 5-0.

8. Take necessary action regarding Farris Investors, LLC.- 109 West Main Street

No action taken.

9. Take necessary action regarding Farris Investors, LLC.- 108 West Oak Street

No action taken.

10. Take necessary action regarding Tahwahkaro Distilling Company, LLC.

No action taken.

ADJOURN

With no other business to come before the Board, President Dan Bochsler adjourned the meeting at 01:13 p.m.

PASSED AND APPROVED THIS 9th DAY OF December 2025.

Dan Bochsler, President

ATTEST:

Melissa Temple, Administrative Assistant



Agenda Date: 12/09/2025
To: Palestine Economic Development Corporation
From: Christophe Trahan, Economic Development Director
Agenda Item: Consider approval of the November 2025 Financial Report

SUMMARY:

Consider approval of the November 2025 Financial Report.

RECOMMENDED ACTION:

Staff recommends approval of the November 2025 Financial Report.



Agenda Date: 12/09/2025
To: Palestine Economic Development Corporation
From: Christophe Trahan, Economic Development Director
Agenda Item: Discussion and possible action regarding a Third Amendment to the Performance Agreement with Texas Futura & Lonestar Oil Tech LLC.

SUMMARY:

Discussion and possible action regarding a Third Amendment to the Performance Agreement with Texas Futura and Lonestar Oil Tech LLC.

RECOMMENDED ACTION:

Staff recommends approving the item as presented.

Attachments

Third Amendment to Performance Agreement - Texas Futura/Lonestar Oil Tech

THIRD AMENDMENT TO PERFORMANCE AGREEMENT

THIS THIRD AMENDMENT TO PERFORMANCE AGREEMENT (“Third Amendment”) is made effective the ___ day of December, 2025, (“Effective Date”) by and among Palestine Economic Development Corporation, a Texas non-profit Type B economic development corporation (“PEDC”), and Texas Futura, LLC, a Texas limited liability company (“Futura”), and Lonestar Oil Tech, LLC, a Texas limited liability company (“Lonestar”). Collectively, the PEDC, Futura, and Lonestar may be referred to herein as the “Parties” and, each separately, as a “Party.”

RECITALS

A. The Parties entered into that certain Economic Development Performance Incentive Agreement executed by PEDC on November 27, 2023 (“Performance Agreement”), which is incorporated herein by reference.

B. The Parties have previously amended the Performance Agreement pursuant to the terms of that certain First Amendment to Performance Agreement dated to be effective February 12, 2024.

C. The Parties have amended the Performance Agreement pursuant to the terms of that certain Second Amendment to Performance Agreement executed contemporaneously with this Third Amendment.

D. Futura and Lonestar have experienced timeline delays affecting, among other things, the construction and installation of the Re-Refining Facility and other improvements to be made to the Project Property.

E. The Parties wish to further amend the Performance Agreement as set forth herein to ensure the successful completion of the obligations and requirements under the Performance Agreement.

F. The ultimate purposes and goals of the Performance Agreement for encouraging economic development and job creation can still be met; therefore, the extension of deadlines and clarification of obligations are warranted to accomplish those purposes and goals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. Section 2.01(i) of the Performance Agreement is amended as follows:

“Construction Period’ or ‘Period of Construction’ means that period of time that Lonestar is required to construct its Re-Refining Facility and install the Step-Down

Transformer. The ‘**Construction Period**’ or ‘**Period of Construction**’ shall begin on the Effective Date of this Agreement and shall end on October 31, 2026.”

3. Section 2.01(l) of the Performance Agreement is amended as follows:

“A ‘**Default**’ is a material breach of this Agreement – that allows for the termination of this Agreement – that occurs if Futura or Lonestar (i) fail to commence construction of the Re-Refining Facility and installation of the Step-Down Transformer by May 31, 2026; (ii) fail to complete construction of the Re-Refining Facility by October 31, 2026; (iii) fail to obtain a Certificate of Occupancy for the Re-Refining Facility and commence operation of the Re-Refining Facility by December 31, 2026; (iv) fail to provide sufficient written proof to the PEDC, at the PEDC’s sole determination, that it has secured sufficient funding for this Project by April 30, 2026; (v) fail to provide sufficient written proof to the PEDC, at the PEDC’s sole determination, that it has paid all contractor and subcontractors for all work commenced or completed as of the Effective Date, as well as proof that no liens for such work have been filed against Futura, Lonestar, or the Project Property within sixty (60) days of the Effective Date; (vi) fail to comply with any of the material terms of this Agreement; (vii) fail to meet their responsibilities, representations, promises, covenants, and obligations as required by Article IV of this Agreement; (viii) fail to comply with any of the terms of the Abatement Agreement; or, (vix) if any representation by Futura or Lonestar in this Agreement is found to be false or misleading in any respect.”

4. Section 2.01(x) of the Performance Agreement is amended as follows:

“‘**Period of Construction**’ or ‘**Construction Period**’ means that period of time that Lonestar is required to construct its Re-Refining Facility and install the Step-Down Transformer. The ‘**Period of Construction**’ or ‘**Construction Period**’ shall begin on the Effective Date of this Agreement and shall end on October 31, 2026.”

5. Section 2.01(y) of the Performance Agreement is amended as follows:

“The ‘Period of Performance’ is the period of time during which Futura shall establish and maintain ongoing and uninterrupted business operations at the Project Property for a period of at least ten (10) years, beginning upon the issuance of a Certificate of Occupancy for the Re-Refining Facility and in no case later than December 31, 2026.”

6. Section 4.01(a) of the Performance Agreement is amended as follows:

“**Construction of Re-Refining Facility.** Lonestar shall construct its Re-Refining Facility and install the Step-Down Transformer during the Period of Construction. The ‘**Period of Construction**’ (or, ‘**Construction Period**’) shall begin on the Effective Date of this Agreement and shall end on October 31, 2026. During the Construction Period, Lonestar shall provide the PEDC a copy of all documents submitted to the City in furtherance of and as required for the construction of the Re-Refining Facility and installation of the Step-Down Transformer. During the Period of Construction, Lonestar shall submit a quarterly report, in writing, to the PEDC detailing the progress of the construction of the Re-Refining Facility and the installation of the Step-Down Transformer.”

7. Section 4.01(c) of the Performance Agreement is amended as follows:

“Ongoing and Uninterrupted Business Operations. Futura shall establish and maintain ongoing and uninterrupted business operations at the Project Property for a period of at least ten (10) years, beginning upon the issuance of a Certificate of Occupancy for the Re-Refining Facility (the ‘**Period of Performance**’). Operations at the Re-Refining Facility shall begin no later than December 31, 2026.”

8. Section 4.01 of the Performance Agreement is amended to add the following:

“(m) Proof of Funding. Futura and Lonestar shall provide sufficient written proof to the PEDC, at the PEDC’s sole determination, that it has secured sufficient funding for this Project by April 30, 2026. Failure to meet this requirement shall result in automatic termination of this Agreement and Futura and Lonestar shall immediately repay to the PEDC any funds paid to date by the PEDC to Futura and/or Lonestar.”

9. Section 4.01 of the Performance Agreement is amended to add the following:

“(n) Proof of Payment to Contractors and Subcontractors. Futura and Lonestar shall provide sufficient written proof to the PEDC, at the PEDC’s sole determination, that it has paid all contractors and subcontractors for all work commenced or completed as of the Effective Date, as well as proof that no liens for such work have been filed against Futura, Lonestar, or the Project Property within sixty (60) days of the Effective Date. Failure to meet this requirement shall result in automatic termination of this Agreement and Futura and Lonestar shall immediately repay to the PEDC any funds paid to date by the PEDC to Futura and/or Lonestar.”

10. Section 7.01 of the Performance Agreement is amended as follows:

“Declaration of Default. During the period during which this Agreement is effective, the PEDC may declare a default by Futura or Lonestar, respectively if: (i) fail to commence construction of the Re-Refining Facility and installation of the Step-Down Transformer by May 31, 2026; (ii) fail to complete construction of the Re-Refining Facility by October 31, 2026; (iii) fail to obtain a Certificate of Occupancy for the Re-Refining Facility and commence operation of the Re-Refining Facility by December 31, 2026; (iv) fail to provide sufficient written proof to the PEDC, at the PEDC’s sole determination, that it has secured sufficient funding for this Project by April 30, 2026; (v) fail to provide sufficient written proof to the PEDC, at the PEDC’s sole determination, that it has paid all contractors and subcontractors for all work commenced or completed as of the Effective Date, as well as proof that no liens for such work have been filed against Futura, Lonestar, or the Project Property within sixty (60) days of the Effective Date; (vi) fail to comply with any of the material terms of this Agreement; (vii) fail to meet their responsibilities, representations, promises, covenants, and obligations as required by Article IV of this Agreement; (viii) fail to comply with any of the terms of the Abatement Agreement; or, (vix) if any representation by Futura or Lonestar in this Agreement is found to be false or misleading in any respect. (**Default**).”

9. Except as expressly set forth in this Third Amendment, the Parties hereby restate and reaffirm all other representations, warranties and covenants stated in the Performance Agreement, the First Amendment to Performance Agreement, and the Second Amendment to Performance Agreement. Except as expressly modified by this Third Amendment, all other terms and conditions of the Performance Agreement, the First Amendment to Performance Agreement, and the Second Amendment to Performance Agreement shall continue unmodified and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed as of the Effective Date.

Palestine Economic Development Corporation
(a Texas non-profit Type B economic
development corporation)

By: _____
Name: Dan Bochsler
Its: Vice President

Texas Futura, LLC
(a Texas limited liability company)

By: _____
Name: Nelson Varughese
Its: President

Lonestar Oil Tech, LLC
(a Texas limited liability company)

By: _____
Name: Nelson Varughese
Its: President

This is the signature page to that certain Third Amendment to Performance Agreement effective December ____, 2025.



Agenda Date: 12/09/2025
To: Palestine Economic Development Corporation
From: Christophe Trahan, Economic Development Director
Agenda Item: Presentation regarding Tahwahkaro Distilling Company, LLC.

SUMMARY:

Presentation regarding Tahwahkaro Distilling Company, LLC.

RECOMMENDED ACTION:

Hear a presentation from the owners of Tahwahkaro Distilling Company.



Agenda Date: 12/09/2025
To: Palestine Economic Development Corporation
From: Christophe Trahan, Economic Development Director
Agenda Item: Discussion and possible action regarding Resolution No. R-03-25

SUMMARY:

Consideration of and possible action on Resolution No. R-03-25, a resolution of the PEDC declaring a project of the PEDC offering a reduced-rate lease to incentivize Bitcoin Mining Institute LLC to establish its business operations in the City by granting certain incentives, those being a reduction in the lease rate for a property owned by PEDC, in exchange for the creation of primary jobs and a capital investment located at the facility at 200 Vista Ridge in Palestine, TX; authorizing the execution of a non-binding letter of intent; setting a public hearing; and authorizing and directing staff to publish notice of the same.

RECOMMENDED ACTION:

Staff recommends review and approval of the resolution as presented.

Attachments

R-03-25
R-03-25 Public Hearing Notice

PEDC RESOLUTION NO. R-03-25

A RESOLUTION OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION, A “TYPE B” ECONOMIC DEVELOPMENT SALES TAX CORPORATION, DECLARING A PROJECT OF THE CORPORATION, DIRECTING STAFF TO PUBLISH NOTICE OF SAME, AND SETTING A PUBLIC HEARING

WHEREAS, the **Palestine Economic Development Corporation (the "PEDC")** was created by the City of Palestine, Texas, a home-rule municipality with an estimated population of approximately 18,750 (**the "City"**), in accordance with and pursuant to Chapters 501 and 505 of the Local Government Code, as amended (**the "Local Government Code"**); and,

WHEREAS, the PEDC wishes to participate in a project, as that term is defined under Chapter 505 of the Local Government Code, to directly incentivize the economic development of the City through the development and diversification of the economy, the elimination of unemployment and underemployment, and the development and expansion of commerce within the State of Texas; and,

WHEREAS, the PEDC wishes to participate in a general type of project, that consisting of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the PEDC’s Board of Directors to promote new or expanded business development (Section 505.158, Local Government Code); and,

WHEREAS, moreover, the PEDC wishes to participate in a specific type of project, that consisting of land, buildings, equipment, facilities, and improvements found by the PEDC’s Board of Directors to promote or develop new or expanded business enterprises that create or retain primary jobs (Section 505.155, Local Government Code); and,

WHEREAS, the PEDC desires to offer an economic development grant as an incentive to **Bitcoin Mining Institute LLC (“BMI”)**, to incentivize BMI to establish its business operations in the City by granting to BMI certain economic development incentives, those being direct incentives consisting of a reduction in the lease rate for a property owned by PEDC, in exchange for BMI’s creation of primary jobs and a capital investment within the city limits of the City of Palestine (**the “Project”**); and,

WHEREAS, the PEDC wishes to participate in the Project during FY 2025-2026 and, through such desire, after careful contemplation, wishes to memorialize, declare, and publish its intent to participate in such a project; and,

WHEREAS, it is hereby officially found and determined that the PEDC Meeting at which this Resolution was passed was open to the public, and public notice of the time, place, and purpose at which it was considered and approved was given in accordance with Chapter 551 of the Government Code; and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEDC THAT:

Section 1. The above and foregoing premises and recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. As authorized by Sections 505.155, and 505.158 of the Local Government Code, the PEDC hereby proposes to undertake the Project, described above, to incentivize BMI to expand its business operations to the City by granting to BMI certain economic development incentives, those being direct incentives consisting of a reduction in the lease rate for a property owned by PEDC, in exchange for BMI’s creation of primary jobs and a capital investment within the city limits of the city of Palestine.

Section 3. The PEDC hereby finds that the funds expended will be used for eligible “costs” of “projects” as those terms are defined in Chapters 505 of the Local Government Code.

Section 4. As required by Section 505.159 of the Local Government Code, the PEDC hereby sets a public hearing for such Project on January 13, 2026, at 10:00 a.m., at its regularly scheduled meeting, the agenda and location for which will be posted no less that seventy-two (72) hours ahead of time on a bulletin board at a place convenient for the public and at www.palestinetexas.net.

Section 5. The PEDC hereby authorizes and directs staff to publish public notice of both the Project and the public hearing to be held on the Project in the newspaper of general circulation, that being the Palestine Herald Press.

PASSED AND APPROVED this 9th day of December 2025.

Dan Bochsler, *President*

ATTEST:

Charles Drane, *Secretary*
Palestine Economic Development Corporation

PUBLIC NOTICE

OF PROJECTS

PROPOSED TO BE UNDERTAKEN BY

THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION (THE "PEDC"),
A "TYPE B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION

The PEDC, a "Type B" Economic Development Sales Tax Corporation, organized under Chapters 501 and 505 of the Local Government Code, hereby gives notice, pursuant to 505.159 of the Local Government Code, that the PEDC has proposed to undertake the following projects:

the PEDC desires to offer an economic development grant as an incentive to Bitcoin Mining Institute LLC ("BMI"), to incentivize BMI to establish its business operations to the City by granting to BMI certain economic development incentives, those consisting of direct incentives consisting of a reduction in the lease rate for a property owned by PEDC, in exchange for BMI's creation of primary jobs and a capital investment within the boundaries of the city limits of the City of Palestine (the "Project");

The PEDC wishes to participate in this Project, as "project" is defined under Chapter 505 of the Local Government Code, to directly incentivize the economic development of the City through the development and diversification of the economy, the elimination of unemployment and underemployment, and the development and expansion of commerce within the State of Texas. This Project is a general type of project, that consisting of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the PEDC's Board of Directors to promote new or expanded business development (Section 505.158, Local Government Code). Moreover, this Project is a specific type of project, that consisting of land, buildings, equipment, facilities, and improvements found by the PEDC's Board of Directors to promote or develop new or expanded business enterprises that create or retain primary jobs (Section 505.155, Local Government Code).

The Palestine Economic Development Corporation will conduct a public hearing to solicit citizen input regarding the Project identified and described above. The public hearing will be held on January 13, 2026, at 10:00 a.m., at the PEDC's regularly scheduled meeting, the agenda and location for which will be posted no less than three business days ahead of time on a bulletin board at a place convenient for the public and at www.palestinetexas.net. Interested citizens are encouraged to attend and offer their comments.

For more information, please contact:

Palestine Economic Development Corporation
Telephone: (903) 729-4100



Agenda Date: 12/09/2025
To: Palestine Economic Development Corporation
From: Christophe Trahan, Economic Development Director
Agenda Item: Discussion and possible action regarding a proposal by the C.T. Brannon Corporation for an Existing Conditions Drainage Study.

SUMMARY:

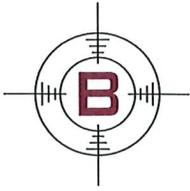
Discussion and possible action regarding a proposal by the C.T. Brannon Corporation for an Existing Conditions Drainage Study and Master Drainage Plan for the Willow Creek Business Park.

RECOMMENDED ACTION:

Staff recommends discussing and approving the proposal for the Existing Conditions Drainage Study.

Attachments

Brannon Proposal - WCBP Drainage Studies



THE C.T. BRANNON CORPORATION

AQUATIC CONSULTANTS | CIVIL ENGINEERS | AIRPORT CONSULTANTS

STATE OF TEXAS §

COUNTY OF SMITH §

ENGINEERING AGREEMENT

This is an Agreement entered into by and between **PALESTINE ECONOMIC DEVELOPMENT COUNCIL** (hereinafter called "OWNER") acting herein by Christophe Trahan, Executive Director and **THE C.T. BRANNON CORPORATION** a corporation of Tyler, Smith County, Texas (hereinafter called the "ENGINEER") acting herein by and through Robert A. Breedlove., P.E., Senior Vice President.

SECTION 1: PROJECT DEFINITION AND SCOPE OF SERVICES:

- 1.01 The Owner's project is generally identified as **Willow Creek Business Park Drainage Study**, located along Willow Creek Pkwy in Palestine, Texas, (hereinafter called "Project").
- 1.02 The Owner employs the Engineer and Engineer agrees to perform the professional services identified in Attachment I, Scope of Services.
- 1.03 Engineer may furnish services in addition to the services listed in Attachment I, Scope of Services and Section 1.02, if authorized in writing by Owner. Owner shall not be responsible for Engineering fees and costs for services in addition to the services listed in Attachment I, Scope of Services and Section 1.02 unless authorized in writing by Owner. Additional Services may include:
 - A. Significant changes in the scope, size, complexity, or character of construction of the Project requested in writing by Owner.
 - B. Revisions, elected by the Owner after giving previous approval of studies, reports, design documents, drawings or specifications. No additional fees shall be owed the Engineer by Owner if the revision(s):
 - 1) is required by regulating authorities or to bring the design into compliance with applicable codes or ordinances, or
 - 2) is required as a result of the Engineer's error or omission.
 - C. Furnishing of additional copies (beyond the basic construction contract sets) of reports and additional prints of drawings, specifications, and construction contract documents.
 - D. Investigations involving detailed consideration of operation, maintenance, and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, and valuations; detailed quantity surveys of material and labor; and material audits or inventories required for certification of force account construction performed by the Owner.
 - E. Additional or extended services during the construction made necessary by (1) work damaged by fire, flood, wind, vandalism, acts of God, or other cause by construction, (2) prolongation of the construction contract time by more than 25 percent, (3) acceleration of work schedules involving services beyond normal working hours, (4) construction contract default due to delinquency or insolvency of the construction Contractor.
 - F. The preparation of instruction manuals or of operation and maintenance manuals beyond those furnished with fixtures and equipment incorporated into the job.
 - G. Additional time and expense necessitated by out-of-town travel required by the Engineer other than visits to the Project site and consultation in the Owner's office.
 - H. Time and expense when serving as expert witness or consulting with the Owner regarding actual or potential litigation concerning the Project. Provided however, Owner shall not be responsible for the cost of Engineer's time or expenses incurred by Engineer if a claim has been made against the Engineer or the Engineer is a party to the litigation.
 - I. Additional services in connection with the Project not otherwise provided for in the scope (Attachment I) of this agreement.
 - J. Service provided by a Resident Project Representation (RPR) during the construction phase of the Project. If requested in writing, by the Owner, one or more full-time RPR will be furnished and directed by the Engineer in order to provide more extensive representation at the project site during the construction phase. This paragraph, however, shall not restrict the Owner from employing other persons for the purpose of full or part time inspection of the project.



1321 SOUTH BROADWAY
P.O. BOX 7487
TYLER, TX 75711
PHONE (903) 597-2122

WWW.BRANNONCORP.COM
TEXAS REGISTERED ENGINEERING FIRM
TEXAS REGISTRATION #F-242
REGISTERED IN: AL, AR, AZ, FL, GA, LA, MS, NE, OK, UT

K. Preparation of boundary survey, plats, legal descriptions, or deeds; record search, abstracting of ownership or other related surveyor work.

SECTION 2: FEES AND EXPENSES:

2.01 Part A Existing Conditions Drainage Study: Basis of Payment – Fixed Fee

A. Owner shall pay Engineer for the **Existing Conditions Drainage Study** described in Part A on Attachment I, Scope of Services, a fixed fee as shown below:

Twelve Thousand Five Hundred Dollars and no cents (\$12,500)

B. The portion of the compensation amount billed monthly shall be (1) based upon Engineer's estimate of the percentage of the total services actually completed and/or (2) based upon the detailed invoices for those employees working on the Project. Cumulatively the partial invoices shall not exceed the fee stated above unless changes in the scope of work are authorized by Owner.

2.02 Part B Master Drainage Plan: Basis of Payment – Fixed Fee

A. Owner shall pay Engineer for the **Master Drainage Plan** described in Part B on Attachment I, Scope of Services, a fixed fee as shown below:

Ten Thousand Dollars and no cents (\$10,000)

B. The portion of the compensation amount billed monthly shall be (1) based upon Engineer's estimate of the percentage of the total services actually completed and/or (2) based upon the detailed invoices for those employees working on the Project. Cumulatively the partial invoices shall not exceed the fee stated above unless changes in the scope of work are authorized by Owner.

2.03 Part C Additional Services: For Additional Services, including those described in the Attachment I, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees multiplied by their standard hourly rates for each applicable labor designation; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Attachment II. The hourly rate sheet may be updated on a yearly basis. Additional Services will not be performed without prior approval from Owner.

SECTION 3: PAYMENT PROCEDURES:

- 3.01 Engineer shall submit a detailed invoice to Owner each month for services performed and expenses incurred during the prior month.
- 3.02 Engineer will provide bill using Developer's direct email. Payments shall be made payable to The C. T. Brannon Corporation and remitted to the mailing address: P.O. Box 7487, Tyler, Texas 75711, or physical address: 1321 S. Broadway Ave., Tyler, Texas 75701, or by direct payment provided in email with bill.
- 3.03 Engineer's invoice is due and payable upon receipt. Payments not made within thirty (30) days from the date of the invoice shall be past due and subject to simple interest at a rate of fifteen percent (15%) per annum. If an invoice or portion thereof is disputed by the Owner, then Owner shall notify Engineer of the dispute, in writing or electronically, within ten (10) days of receipt of the invoice in question. If the dispute cannot be resolved within sixty (60) days from the date the Engineer receives notice of the dispute, then either party may terminate the Agreement as provided in Section 4. Owner agrees to accept responsibility for any legal fees and related expenses in connection with collection of this account.
- 3.04 Engineer reserves the right to stop work on the Project if payment of an invoice is past due. Engineer shall give Owner electronic notice the work will be stopped if payment is not received within seven (7) days from the electronic notice. Engineer shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner the Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

- 3.05 Payment of an invoice shall not be withheld from Engineer for Engineering fees and expenses based on the Owner's failure to perform; nor shall Engineer's fees be reduced in the event the amounts owing under any Construction Contract are reduced by change order, settlement, or litigation.
- 3.06 Payment for services rendered by Engineer is not contingent on receipt by Owner of any project financing, settlement, capitalization, grant awards or other funding.
- 3.07 Engineer agrees to "Paid when Paid" terms, within reason. Regardless, Engineer shall be paid the full amount of his invoice within 90 to 120 days past the date of said invoice. Ultimately, payment by the Owner to the Engineer shall not be contingent on Owner's receipt of payment or funding from a third party.

SECTION 4: TERMINATION:

- 4.01 Except as otherwise provided in this Section, Engineer may terminate this Agreement for cause, by giving Owner written notice that the Agreement will be terminated on a date that is not less than seven (7) days from the date the notice is received by Owner. Cause includes, but is not limited to:
 - A. A material breach of this Agreement by Owner, including failure by the Owner to pay an invoice that is past due under Section 3.03.
 - B. A demand by Owner that Engineer perform services that are contrary to Engineer's standard of care and ethical responsibilities as a licensed professional engineer; and
 - C. A delay of the Project for more than 90 days that is beyond the control of the Engineer.
- 4.02 This Agreement shall not terminate under Section 4.01A if Owner begins to correct default within seven (7) days from receipt of the notice of default, and the default is cured no later than thirty (30) days from receipt of the notice. If the default cannot be reasonably cured within thirty (30) days from receipt of the notice, despite Owner's diligent attempts to do so, then the period to cure the default shall extend up to sixty (60) days from receipt of the notice, as long as Owner is diligently attempting to cure the default.
- 4.03 If this Agreement is terminated under Section 4.01 the Engineer shall not be liable to Owner for any damages caused by termination.
- 4.04 Owner may terminate this Agreement with or without cause at any time by giving Engineer written notice of termination. The termination shall be effective on the date the notice is received by Engineer unless a later date is specified in the notice. Owner may direct Engineer in the termination notice to complete tasks whose value would otherwise be lost, prepare a status report of completed and uncompleted tasks, and assemble Project materials into orderly files on or before the specified termination date. Engineer shall be given a reasonable period of time before the specified termination date to perform these services and shall timely perform these services before the termination date.
- 4.05 If this Agreement is terminated by Owner under Section 4.04 then the Engineer shall be entitled to invoice and receive payment for all services and reimbursable expenses incurred through the effective date of the termination.

SECTION 5: ADDITIONAL OBLIGATIONS OF ENGINEER:

- 5.01 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be of the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties or guarantees, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- 5.02 Subject to the foregoing standard of care, Engineer and its' consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including but not limited to, the Owner, architects, architect's other sub-consultants, specialty architects, manufacturers, suppliers, and the publishers of technical standards.
- 5.03 Engineer shall endeavor to maintain professional liability insurance in an amount not less than one million dollars per claims made basis.
- 5.04 Engineer shall maintain insurance for claims under the Workers Compensation Acts, and from claims for bodily injury, death, and property damage liability, which may arise from the performance of Engineer's services under this Agreement.

SECTION 6: ADDITIONAL OBLIGATIONS OF OWNER:

- 6.01 Owner shall furnish, at the Owner's expense, all information, reports, data, surveys and instructions available to Owner and required by Engineer to perform this Agreement, including but not necessarily limited to the following:
- A. All information concerning the Architect's and Owner's requirements for the Project;
 - B. All reasonably available information pertinent to the site of the Project including all previous reports and any other data relative to design or construction of the Project;
 - C. Owner's written decision, within a reasonable time, on matters presented to Owner by Engineer that require a decision from the Owner, so as not to delay work by the Engineer.

The Engineer may use such information, requirements, reports, data, surveys and instructions in performing his services and is entitled to rely upon the accuracy and completeness thereof.

- 6.02 Owner shall make all necessary provisions for Engineer to lawfully enter upon public and private lands required for Engineer to perform his work under this Agreement. Owner shall obtain all easements, right-of-way, and fee simple lands required by State Regulatory Agencies and/or for the construction of the Project and bear all costs incident thereto including surveying, abstracting, easement preparation and appraisals.
- 6.03 If required, Owner shall provide advertisements to solicit bids on the Project, open the bids at the appointed time and place, and pay for all costs related to the bid process.
- 6.04 Owner shall provide legal, accounting, and insurance counseling services as may be reasonably required for the Project.
- 6.05 Owner shall designate in writing, a person to act as the Owner's representative with respect to the work to be performed under this Agreement. The designated person shall have authority to transmit instructions, receive information, and define Owner's position regarding materials, equipment and systems pertaining to the Project and work to be performed under this Agreement.
- 6.06 If Owner becomes aware of any defect in the Project, then Owner shall promptly give the Engineer written notice of the defect.
- 6.07 Owner shall pay all fees imposed by local, State, or Federal regulatory agencies to review and approve of completed plans and specifications requiring regulatory approval.

SECTION 7: LIMITATIONS:

- 7.01 Engineer shall at no time supervise, direct, control, or have authority over any architect's/Owner's work, or contractor's work. Nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any architect, or the contractor.
- 7.02 Engineer and Owner agree job site safety, compliance with OSHA regulations, safety precautions and programs incident thereto, for security or safety at the Project site is the responsibility of the contractor. Engineer shall not be obligated herein to make job site safety surveys or inspections nor to protect, notify, block or defend any other persons from hazards arising out of the construction of the Project.
- 7.03 Engineer shall not be responsible for any failure of the architect, Owner, or contractor to comply with any law, regulation, or contract applicable to the architect's work, or contractor's on the Project.
- 7.04 Engineer neither guarantees the performance of the architect or any contractor, nor assumes responsibility for the architect's or any contractor's failure to furnish and perform its work in accordance with the contract between architect and said Owner, or contractor and said Owner.
- 7.05 Engineer shall not be responsible for the acts or omissions of any architect, architect's sub-consultant, contractor, subcontractor, or supplier, their agents, employees or representatives, performing construction work or providing materials for the Project. Engineer shall not be responsible for any interpretation, clarification or decision made concerning the requirements of the construction contract made by others.
- 7.06 All documents, including original drawings, Engineer's opinion of probable cost, specifications, field notes, and data are and remain the property of the Engineer as instruments of service. Architect/Owner acknowledges that such documents are not intended or represented to be suitable for: use on the Project unless completed by the Engineer; use or reuse

by Architect, or Owner, or others on extensions of the Project, use on any other project, or for any other use or purpose, without the written verification or adaption by Engineer. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its officers, directors, members, partners, agents, employees and consultants. Owner shall indemnify and hold harmless, to the fullest extent of the law, Engineer and its officers, directors, members, partners, agents, employees and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such use by Owner shall not create any rights for third parties.

- 7.07 The Engineer's opinion of probable total project cost is based on the Engineer's experience and expertise. Expertise notwithstanding, the Engineer does not guarantee the accuracy of such Engineer's opinion of probable cost as compared to the successful contractor's bid, or the final construction cost. Owner acknowledges that Engineer has no control over the cost of labor and materials, or other competitive bidding and market conditions.
- 7.08 ***To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Engineer and Engineer's officers, directors, partners, employees, agents and sub-consultants, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liabilities, breach of contract or warranty, express or implied, of the Engineer or the Engineer's officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Engineer under this Agreement, or the total amount of \$50,000, whichever is greater, including any "Stower's Claim".***
- 7.09 Materials, products, and equipment specified by the Engineer shall, to the best of the Engineer's knowledge, conform to existing codes and regulations. However, some future determination may render a material, product, or equipment as unsafe, hazardous, or otherwise unacceptable for similar uses. Engineer shall not be liable for any claim, loss, cost or damage arising out of, resulting from, or in any way related to materials, products, or equipment specified by Engineer and used in the Project, provided the material, product, or equipment was legal and appropriate according to industry standards, at the time of construction. The Engineer shall have no duty or obligation under this agreement to notify the Owner of any future determination of inappropriateness of any materials, products, or equipment.
- 7.10 If Engineer or any other party encounters a Hazardous Environmental Condition, which includes the presence of asbestos, PCBs, petroleum, hazardous substances or wastes as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Architect/Owner: (1) abates, remediates, or removes the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

SECTION 8: SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

- 8.01 This Agreement shall not be assigned by or transferred by Owner or Engineer without the written consent of the other.
- 8.02 Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty or personal liability owed by Owner or Engineer to any architect, subconsultant, contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them, or any office or agent of any public body which may be a party hereto.
- 8.03 Nothing contained in this Agreement shall be construed to create a contractual relationship with or cause of action in favor of, a third party, against either the Owner or the Engineer. The Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to include a provision in all contracts with Architects and other entities involved in this project to carry out the intent of this paragraph.
- 8.04 All reports, information, data, and drawings prepared or assembled by Engineer under this Agreement shall be kept confidential by Engineer and shall not be made available to any third party without the prior written approval of the Owner.

SECTION 9: GENERAL TERMS:

- 9.01 This agreement is to be governed by the laws of the State of Texas. Venue in the event of any legal proceeding arising under this agreement is agreed to be a court of competent jurisdiction in Smith County, Texas.
- 9.02 All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Engineer survive the completion of the services hereunder and the termination of this Agreement.
- 9.03 Disputes between parties to this Agreement shall be resolved by a progressive dispute resolution process in which progression to the next alternative shall not occur until prior steps have failed to produce a resolution to the dispute. The process shall be as follows:
- A. "Cooling Off" Period: Parties agree that within five (5) days after written notice by one party to the other that a dispute has arisen, persons whose signatures are affixed to this Agreement will meet privately, without presence of legal counsel, news media, or any other persons to discuss the issues in dispute and seek resolution.
 - B. Should private discussions in the paragraph preceding fail to resolve the dispute; the parties agree to submit this dispute to non-binding mediation unless the parties mutually agree otherwise.
 - C. Non-binding mediation should be considered a condition precedent to filing a lawsuit in a court of appropriate jurisdiction.
- 9.04 This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument executed by Owner and Engineer.
- 9.05 Any provision of this Agreement later held to be legally unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

Authorization, instruction, or direction to commence work, whether verbal or written, constitutes acceptance of this agreement.

Attachments: **Attachment I, Scope of Services**
Attachment II, Engineer's Standard Hourly Rates
Attachment III, Limits of Study

IN TESTIMONY WHEREOF, the parties have affixed their hands and seal this, the _____ day of _____, 2025, A.D.

FOR PALESTINE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Christophe Trahan

Date: _____

Title: **Executive Director**

FOR THE C.T. BRANNON CORPORATION

By: 
Robert A. Breedlove

Date: 12-1-25

Title: **Senior Vice President**

Attachment I

SCOPE of SERVICES

Project Description

The project is located along Willow Creek Pkwy in Palestine, Texas. The project will include completing a master drainage plan analyzing existing and proposed conditions of Palestine Economic Development Corporation's (PEDC) property (outlined in Attachment III).

Part A Existing Conditions Drainage Study

- 1) Create base map for analyzing existing storm systems using City, State, and Federally provided maps/contours.
- 2) Depend on the Owner to provide any construction or as-built plans showing existing drainage systems on-site.
- 3) Complete an inventory of existing storm systems located in the City Right of way or public drainage easements.
- 4) Complete an inventory of existing detention/retention ponds on-site.
- 5) Complete a review of FEMA site showing existing floodplain/floodway and determine existing limits on-site.
- 6) Correspondence and/or meetings with the Owner's team on-site. Maximum of three visits within Part's A and B.
- 7) Prepare a Drainage Area Map of the existing system and calculate the runoff of each area.

Part B Master Drainage Plan

- 1) Analyze the existing on-site storm systems using City of Palestine requirements to ensure they can handle the demand.
- 2) Analyze existing on-site detention/retention ponds using City of Palestine requirements to ensure they can handle the demand.
- 3) Complete the Master Drainage Plan with corresponding exhibits and provide recommendations, if necessary, for any existing on-site drainage systems.
- 4) Provide pdf copies of the Master Drainage Plan with corresponding exhibits.

Part C Additional Services

- 1) Provide recommendations for future on-site improvements for undeveloped property.
- 2) Attend four or more on-site meetings requested by Owner.
- 3) Review and identify jurisdictional wetlands per USACE 404 permitting guidelines.
- 4) Coordinate with City of Palestine or PEDC for the design of on-site or off-site drainage improvements.
- 5) Provide hard copies of the Master Drainage Plan and corresponding exhibits.
- 6) Provide bid quantities or EOPC for any recommended improvements.
- 7) Providing the design of on-site or off-site drainage improvements will be completed under a separate contract.
- 8) Prepare a flood study of off-site culverts or drainage ways.
- 9) Analyze existing erosion control issues and make recommendations.
- 10) Analyze PEDC property to the south of outlined area shown in Attachment III.

EXCLUSIONS

Services specifically excluded from this budget estimate include but are not limited to:

- Legal and accounting services for the project.
- Cost of filing fees, government imposed inspection, permitting, or review fees.
- Representation during zoning matters.
- Cost of TDLR plan review fees.
- Laboratory testing, coring, sampling, or other lab charges.
- Testimony as an expert witness in any litigation.
- Design of anything other than water, sanitary sewer, storm sewer, streets, drives, parking lots, walk ways, and retaining walls.
- Building structural design
- Assist you in obtaining any 404 (wetland) permits.
- Other services not specifically enumerated above.



THE C.T. BRANNON CORPORATION

AQUATIC CONSULTANTS | CIVIL ENGINEERS | AIRPORT CONSULTANTS

Attachment II Current Hourly Charges for Professional Services

PERSONNEL

Charges include all salaries, salary expense, overhead and profit.

Principal.....	\$ 220.00
Dual A Operator	\$ 150.00
Project Manager	\$ 165.00
Licensed Engineer.....	\$ 145.00
Graduate Engineer III	\$ 110.00
Graduate Engineer II	\$ 95.00
Graduate Engineer I	\$ 90.00
Intern	\$ 45.00
Civil Technician	\$ 130.00
Resident Project Representative	\$ 115.00
Construction Services Manager	\$ 125.00
Construction Services Technician II	\$ 95.00
Construction Services Technician	\$ 85.00
Office Technician.....	\$ 80.00
Clerical	\$ 65.00

EXPENSES

Reproduction	
B/W 8.5x11 per each	\$ 0.15
Colored prints 8.5x11 per each	\$ 1.00
Colored prints 11x17 per each	\$ 1.50
"C", "D" or "E" size Bond per each.....	\$ 5.00
"C", "D" or "E" size Vellum per each	\$ 15.00
"C", "D" or "E" size Mylar Film per each	\$ 15.00
Travel per mile	\$ 0.70 + 10%
Lodging and meals (Out of town trips).....	Cost + 10%
Scanning	
"C", "D" or "E" sized Scanning of original per sheet (does not include plot).....	\$ 2.00

Special contracted services such as reproduction, aerial photography, GPS (Global Positioning Satellite) surveys, contract surveying, geotechnical investigations, project models and artists renderings, and contract project representation is billed at the amount invoiced to us plus ten percent (10%).

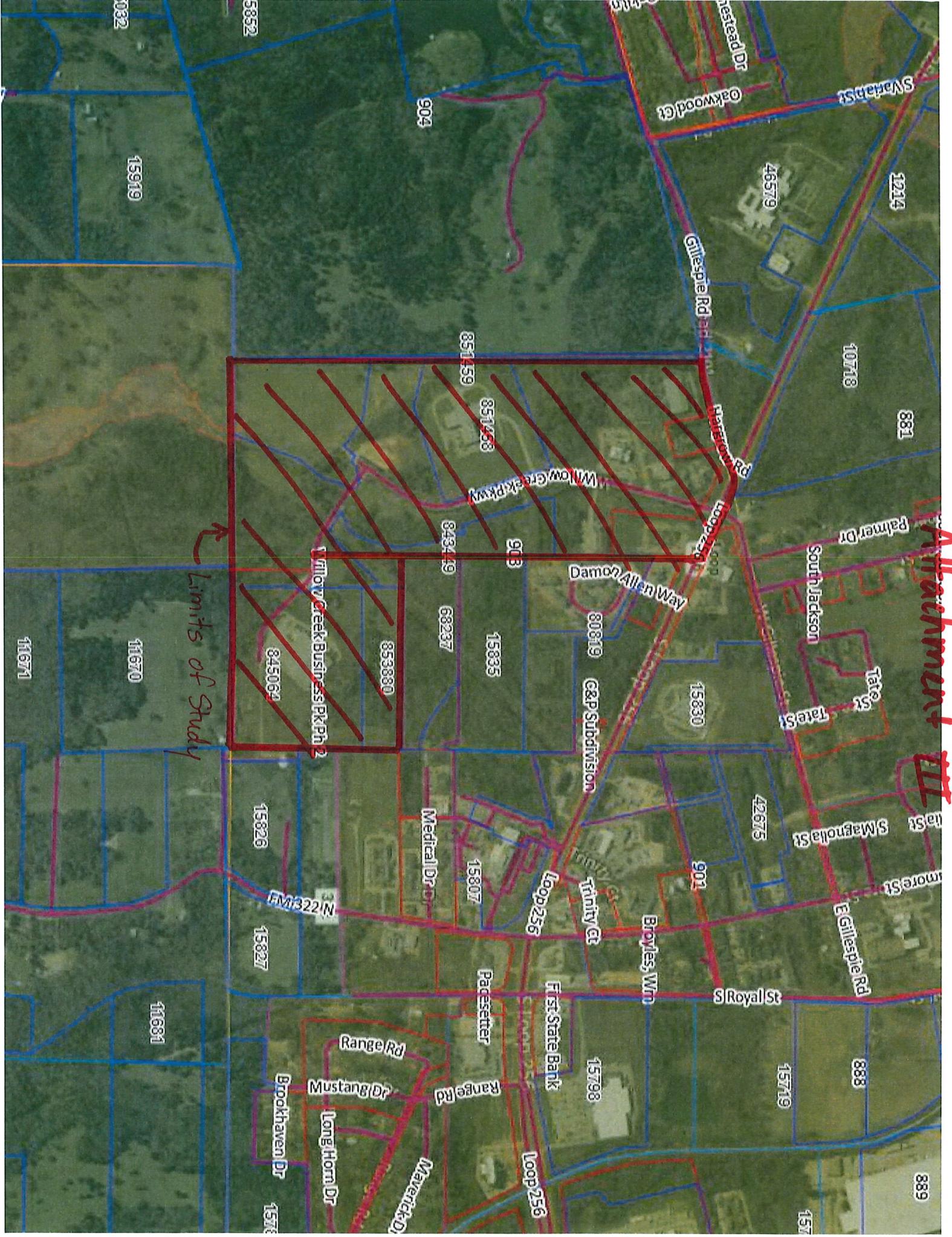
April 28, 2025



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OK, SC, UT

Attachment III



Limits of Study