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Joseph Thompson, Director
Veer Patel, Director
Linda Dickens, Director



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

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

Zoom Link:

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/palestinety/

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. DISCUSSION AND ACTION ITEMS

1. Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Young Business Investments, LLC.
2. Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Cecil Staples.
3. Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with K & D Cole Family Partnership, LP.
4. Discussion and possible action regarding a Community Development Grant application with Meals on Wheels of Palestine, Inc.
5. Consider approval of PEDC Minutes from October 8, 2024.

6. Consider approval of the October 2024 Financial Report.
7. Consideration and possible action regarding marketing services for digital advertising.
8. Consideration and possible action regarding an amendment of the Perf. Agreement for Mabrico Phil Johnson d/b/a Dogwood Embroidery.
9. Consideration and possible action regarding an Easement Agreement between PEDC and Stewart & Jane Kenderdine.

G. DIRECTOR'S REPORT

1. Review monthly Director's Report.
2. Review monthly Marketing Analyst Report.

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.) Young Business Investments, LLC.
 - b.) Cecil Staples
 - c.) K & D Cole Family Partnership, LP.
 - d.) Meals on Wheels of Palestine, Inc.

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.) Young Business Investments, LLC.
 - b.) Cecil Staples
 - c.) K & D Cole Family Partnership, LP.
 - d.) Meals on Wheels of Palestine, Inc.

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, November 8, 2024, at 4:35 p.m.**

A handwritten signature in blue ink that reads "Lisa Bowman". The signature is written in a cursive style and is positioned above a horizontal line.

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: 11/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Young Business Investments, LLC.

SUMMARY:

Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Young Business Investments, LLC.

RECOMMENDED ACTION:

Staff recommends the board discuss and take possible action regarding a Downtown Grant Application & Perf. Agreement with Young Business Investments, LLC.

Attachments

Grant Application
Performance Agreement

**APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM**

1. Applicant/Applicants name(s): Kathryn Young, managing member
2. Type of grant(s) being requested: Young Business Investments, LLC
☐ First Time Applicant
☒ Recurring Applicant
3. Applicants contact Information.
 - a. Phone 903-922-3131
 - b. Fax _____
 - c. Email Kyoung1208@gmail.com
4. Physical address of property for which grant is being requested.
302 E. Crawford St. Palestine, TX 75801
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 Downtown Historic 3 Main Street
(Historic district overlays can be found on the map at <https://downtown.tx.org/palestine-texas>)
7. What is the Zoning for the property? ☒ CBD ☐ MUN ☐ RC ☐ I
(Zoning information can be found at cityofpalestine.tx.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.thc.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 Restaurant Occupancy type upon project completion Restaurant
14. Please provide the total square footage of the property: 2928 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: 1

17. Business name, if applicable Young Business Investments, LLC

18. Mailing address 2589 AN County Road 379
Palestine, TX 75801

19. This business is a

☐ Sole proprietorship

☐ Partnership

☐ Corporation

☒ Other LLC

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

20. Please provide a brief description of business activity.

Commercial property, owned by Young
Business Investments, LLC, and leased
to tenant Pint and Barrel Drafthouse, LLC

21. Is this property owned or leased by Applicant?

☒ Owned, please provide proof of ownership. (see Warranty Deed)

☐ 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 2013

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

24. Please provide a description of the proposed project:

Please see attached History, Grant
Objectives, Five Year Plan

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 9900
(Total possible funding per grant application is \$75,000 maximum)
27. Total projected cost of project 14,591
28. Estimated start date of project First week January 2025
29. Estimated completion date of project Second week January 2025
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 30 day of October, 2024

Applicant Kathryn Young Applicant Kathryn Young, Managing Member
Young Business Investments, LLC

[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:

<input type="checkbox"/> No further municipal approvals	Date Scheduled _____
<input checked="" type="checkbox"/> N/A Pre-Development Meeting - Recommended	Date Received _____
<input checked="" type="checkbox"/> Certificate of Appropriateness from HLC <i>Application Needed</i>	Date Scheduled <u>9/17/24</u>
<input checked="" type="checkbox"/> Historic Landmark Commission (HLC) Hearing	<i>appealed to City Council 9/23/24</i>
<input type="checkbox"/> Sign Permit Application	Date Scheduled _____
<input type="checkbox"/> Main Street Advisory Board Review	Date Scheduled _____
<input type="checkbox"/> Specific Use Permit Application	
<input type="checkbox"/> Zoning Change Application	
<input type="checkbox"/> Planning & Zoning Commission Hearing	Date Scheduled _____
<input type="checkbox"/> City Council Meeting to Approve Specific Use Permit	Date Scheduled _____
<input type="checkbox"/> Procedure for Commercial New Construction and Additions with Building Permit (Refer to checklist from Development Services for complete list of documents required)	
<input checked="" type="checkbox"/> Procedure for Commercial Renodels and Repairs with Building Permit <i>Roofing Permit needed</i> (Refer to checklist from Development Services for complete list of documents required)	
<input type="checkbox"/> Multi-Trade Subcontractor Permit Application (electrical, plumbing, mechanical)	
<input type="checkbox"/> Water and Sewer Tap Application	
<input type="checkbox"/> Health Department Plan Review and Inspection	
<input type="checkbox"/> Fire Inspection	
<input type="checkbox"/> Public Works & Utilities Inspection	
<input checked="" type="checkbox"/> Building Inspection	
<input type="checkbox"/> Clean and Show Application	
<input type="checkbox"/> Certificate of Occupancy Application	

Approval of HPO or Interim Director of Development Services:

Christy Espinoza

Date: 10/31/24

Approval of Mainstreet District Coordinator:

Mary Swadlow

Date: 11-7-24

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

History

Currently, the building at 302 E. Crawford is vulnerable to physical loss because the roof installation of 2018 (by a subcontractor to ASAP Roofing) was compromised by shoddy construction. Significantly, the subcontractor did not replace rotten wood per their work manifest. (ASAP no longer uses them.)

This compromised installation resulted in the inability of screws attached to the rotten wood to hold the metal panels securely in place during normal wind and rain without detaching from the wood.

Therefore, we have experienced water leaks and ceiling damage inside the building for six years.

ASAP has made temporary repairs anytime we have a water leak. (I have been pleased with their professionalism and customer service and have used them for three other roofs with no problems.)

Now, the roof at 302 E. Crawford is at the point where it needs a complete replacement because of frequent leaks inside the building. ASAP agrees to begin construction early in January 2025, post-holidays, which is a slower time for the tenant and thus less disruptive for the business's customers.

Because the roofing materials are still under warranty, ASAP is covering the replacement cost of new galvanized metal panels.

Grant Objectives

Therefore, the objectives for requesting this grant are to help with the following installation costs:

- Remove all existing metal panels and screws.
- Remove and replace all rotten wood in the roofing infrastructure beneath the metal panels.
- Install new wooden stringers and decking to increase the waterproof integrity of the roof.
- Install new moisture barriers over the decking.
- Install new galvanized 26 gauge metal panels and new screws.

Five Year Plan

Regarding this grant request, our goals over the next five years are as follows:

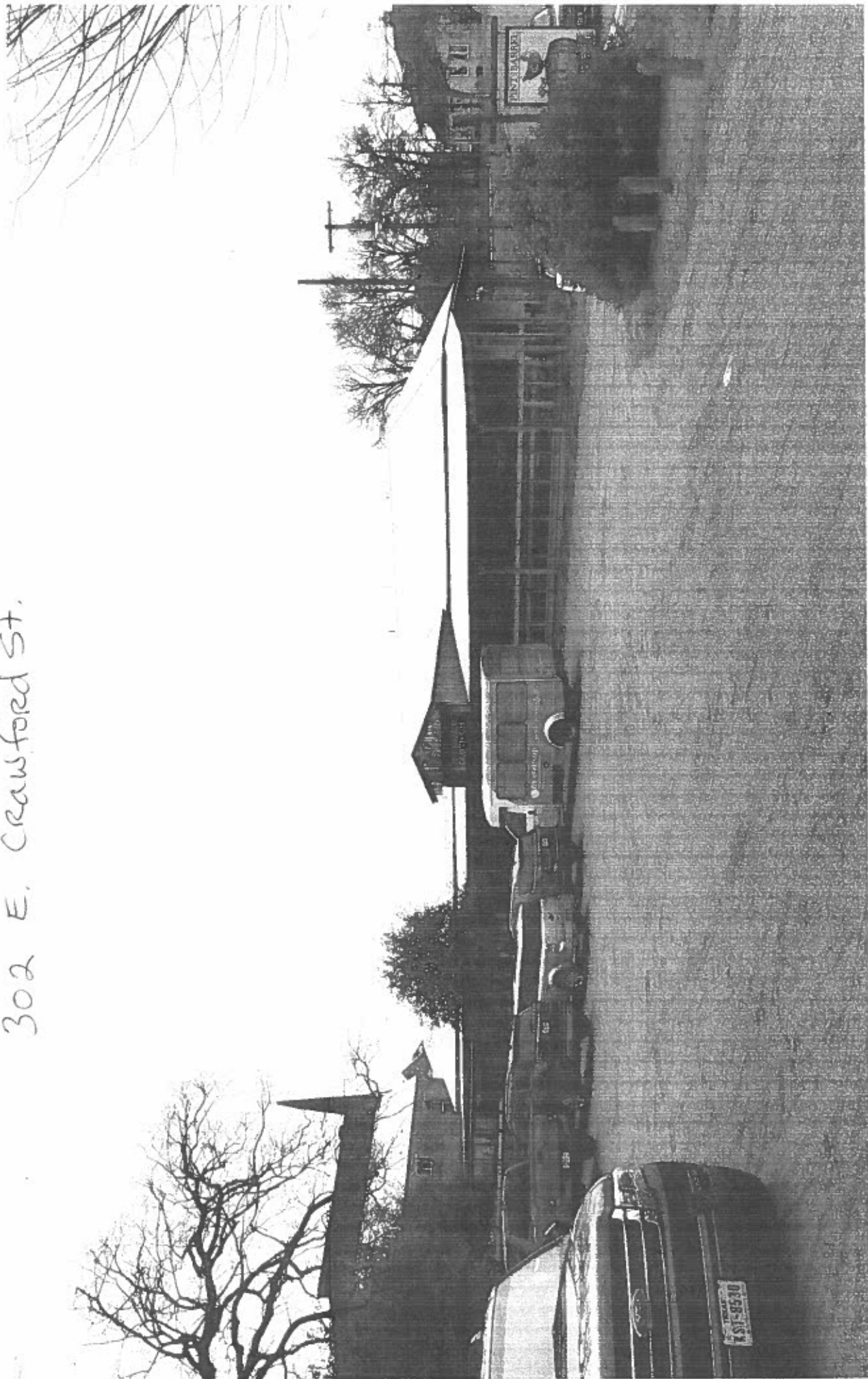
- Maintain the historical and structural integrity of the building at 302 E. Crawford in Old Town.
- Ensure the building roof meets underwriting requirements for replacement cost insurance, which would not be subject to depreciation, so any future loss would be covered at market cost.
- Protect the tenant's business property investment so that the tenant continues to generate income for our LLC and property tax and sales tax for the city, county, and state.

List of Owners

Young Business Investments, LLC members:

- Kathryn Young, Managing Member, 903.922.3131
- William Young, Member, 903.922.3130

302 E. Crawford St.





ASAP Roofing & Solar
13026 Kallan Avenue,
Tyler, TX 75703
Phone: 903-363-9160

Fax: 903-363-9186

**Company
Representative**
Ronnie Evans
Phone: (903) 521-2702
ronnie@asaproofing.com

10/16/2024

kathryn young
pint barrel draft house
302 East Crawford Street
Palestine, TX 75801
(903) 922-3131

Job: 8248: kathryn young

Roofing Section

Wood repairs

Replace 2x4 where needed 640 Lf
Replace 2x6 where needed 160 Lf
Remove and replace all 1x6 lathing with 15/32 OSB decking
Install decking clips and mechanically attach
Add ventilation.

Viking Barrier - Synthetic Underlayment

Plastic Cap Nails - 1" (3000 Cnt)

\$14,062.87

Sub Total **\$14,062.87**

Tax **\$527.86**

TOTAL **\$14,590.73**

A. All payments are to be made to ASAP Roofing

First payment is to be made the day of install before work begins & final payment is due after work has been completed.
(Half of the total is due before roof repairs started & the other half is due upon completion after final walk around)

1. Replacement of deteriorated decking, fascia, soffit, and all structural defects **NOT** included unless otherwise specified.
2. I, the owner, understand I'm responsible for removing items from walls, cabinets & shelves that may break during construction.
3. Labor warranty does not cover anything that would be considered an insurance claim.
4. Not responsible for repositioning satellite(s).
5. Customer may cancel this contract within 3 days from date of signature. Written cancellation must be received by ASAP Roofing at address above by the end of the third day or by verbal verification with the ASAP Roofing representative who assisted with your estimate.
6. I, the owner, understand & agree that ASAP Roofing will install my roof and approve the items and descriptions listed by signing this estimate.
7. All estimates are valid for a period of 30 days from receipt.
8. Credit and debit card payments are subject to a 3% fee.

R&K Custom Homes
LLC

11/01/2024

Company
Representative
Joseph Kozel
Phone: 903-747-7727

Kathryn Young
302 East Crawford Street
Palestine, TX 75801
(903) 922-3131

Job: Kathryn Young

Wood Replacement

Remove and replace 2x4, as needed (Approximately 600 LF)
Remove and replace 2x6, as needed (Approximately 150 LF)
Remove and replace all 1x6 lathing with 7/16 OSB decking
Install decking clips, as needed
Install ventilation

\$14,896.00

Roofing Section

Remove one layer of existing asphalt metal roof
Install synthetic underlayment
Install 26 gauge corrugated panels
Install PVC rubberized boots over all ventilation
Utilize weather head screws throughout metal installation
Install new drip edge around perimeter, as needed
Install trim and ridge metal over R-panel
Install valley metal, where needed
Includes 5-year workmanship warranty

Clean up and removal of all debris per state and local law requirements
Roll work area with magnetic roller/Blow off driveway and walkways

\$38,900.00

Sub Total	\$53,796.00
Tax	\$4,438.17
TOTAL	\$58,234.17

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 Young Business Investments, LLC ("APPLICANT"), whose current address is 2589 Anderson County Road 379 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 October 30, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Fourteen Thousand Five Hundred Ninety Dollars and Seventy-Three Cents (\$14,590.73)** for the purpose of rehabilitation of the roof at the business property of Pint and Barrel Drafthouse, that being 302 E. Crawford 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 has approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Ten Thousand Nine Hundred Forty-Three Dollars and Five Cents (\$10,943.05) ("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 August 18, 2025.

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 302 E Crawford St, Palestine, Texas 75801, is sold, conveyed, or utilized 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):

Young Business Investments, LLC

By _____ Date _____
Kathryn Young, Managing Member

For the PEDC:

Palestine Economic Development Corporation

By _____ Date _____
Dan Bochsler, Board President

APPROVED:

City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor



Agenda Date: 11/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Cecil Staples.

SUMMARY:

Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with Cecil Staples.

RECOMMENDED ACTION:

Staff recommends the board discuss and take possible action regarding a Downtown Grant Application & Perf. Agreement with Cecil Staples.

Attachments

Application
Performance Agreement

**APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM**

1. Applicant/Applicants name(s): Cecil + Dana Staples
2. Type of grant(s) being requested:
☒ First Time Applicant
☐ Recurring Applicant
3. Applicants contact Information.
 - a. Phone 903-724-2131
 - b. Fax 903-876-1053
 - c. Email StaplesAssociates@StaplesCPA.com
4. Physical address of property for which grant is being requested.
421 AVE A, Palestine, TX 75801
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 cityofpalestinetx.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.thc.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 Non-profit Occupancy type upon project completion Non-profit
14. Please provide the total square footage of the property: 2600 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: 2600 sq ft

Residential: _____ sq ft

16. No. of Stories: 1

17. Business name, if applicable Palestine Resource Center for Independent Living

18. Mailing address 901 N Mallard St, Palestine, TX 75801

19. This business is a

☐ Sole proprietorship

☐ Partnership

☐ Corporation

☒ Other 501(c) Non-Profit

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

20. Please provide a brief description of business activity.

Provides resources to individuals needing assistance
to enhance skills to live independently.

21. Is this property owned or leased by Applicant?

☒ Owned, please provide proof of ownership.

Cecil & Dana Staples
124 Marina Dr
Burleson, TX 75757

CStaples@StaplesCPA.
(903-724-2131)

☒ Leased, please provide a copy of the lease agreement to:

Name of Lessor Palestine Resource Center for Independent Living

Address of Lessor 421 Ave A Palestine, TX 75801

Lessor Contact: phone 903-729-7505 email sminton@Cprocil.org

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:

See Attached

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 75,000.00
(Total possible funding per grant application is \$75,000 maximum)
27. Total projected cost of project _____
28. Estimated start date of project _____
29. Estimated completion date of project Jan. 2025
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 1 day of October, 2024

Applicant Cecil A. Stapp 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:

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

Estimate

COLE BUILDING

1566 ACR 4034
Palestine, TX. 75803
903-724-0079

Cecil Staples
Staples Office Bldg, ⁴²¹ Avenue A
Palestine, TX 75801
Remodel

Task description	Material	Labor	Subcontractor
City permits		1500.00	
Store front glass		22604.69	
Paint Exterior		11300.00	
Repair interior walls	4500	7200.00	
Stucco repair, interior	500	2500.00	
Roofing		25000.00	
		70104.69	

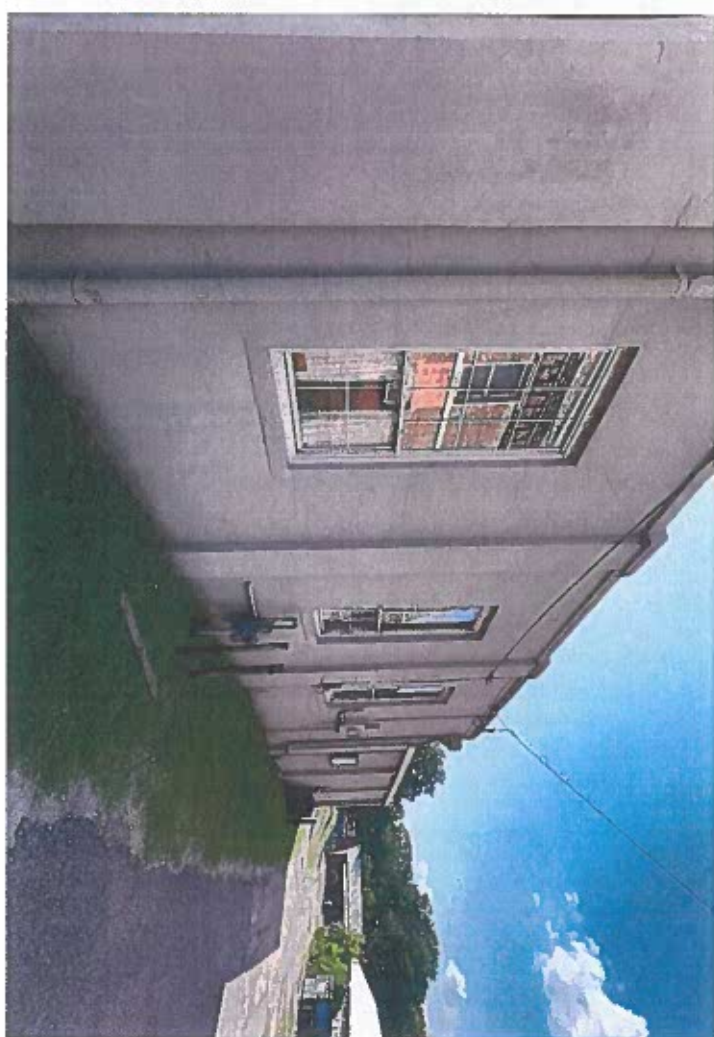
	5000	70104.69
Total		75104.69
Contractor fee 25%		18776.17
Total		93880.86

Warren A/c

Total

6000.
99,880.86

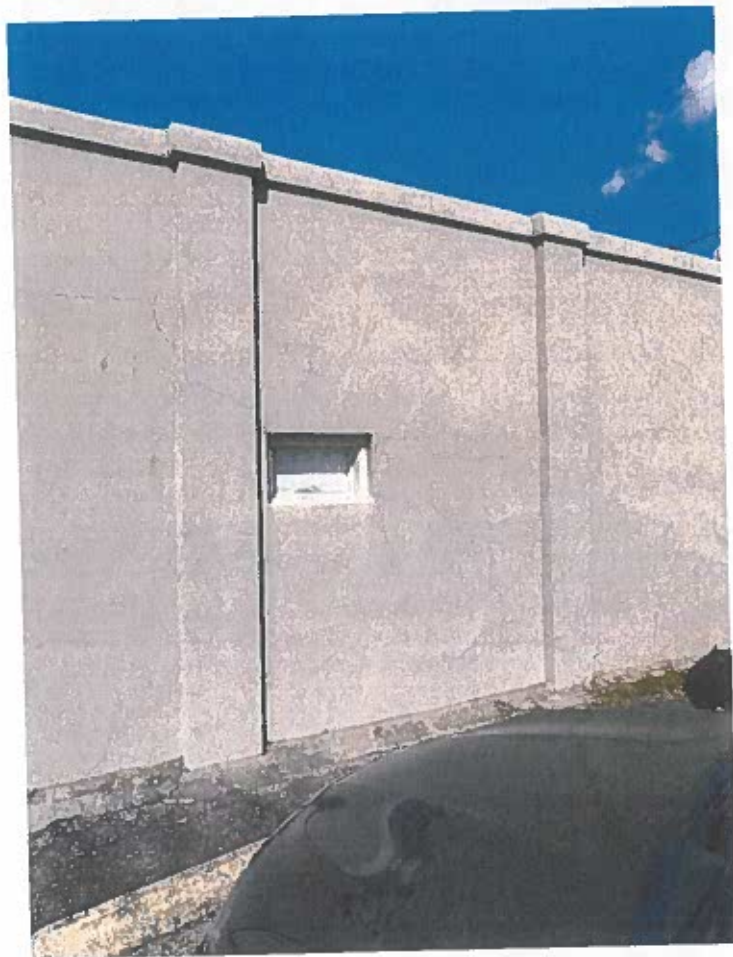


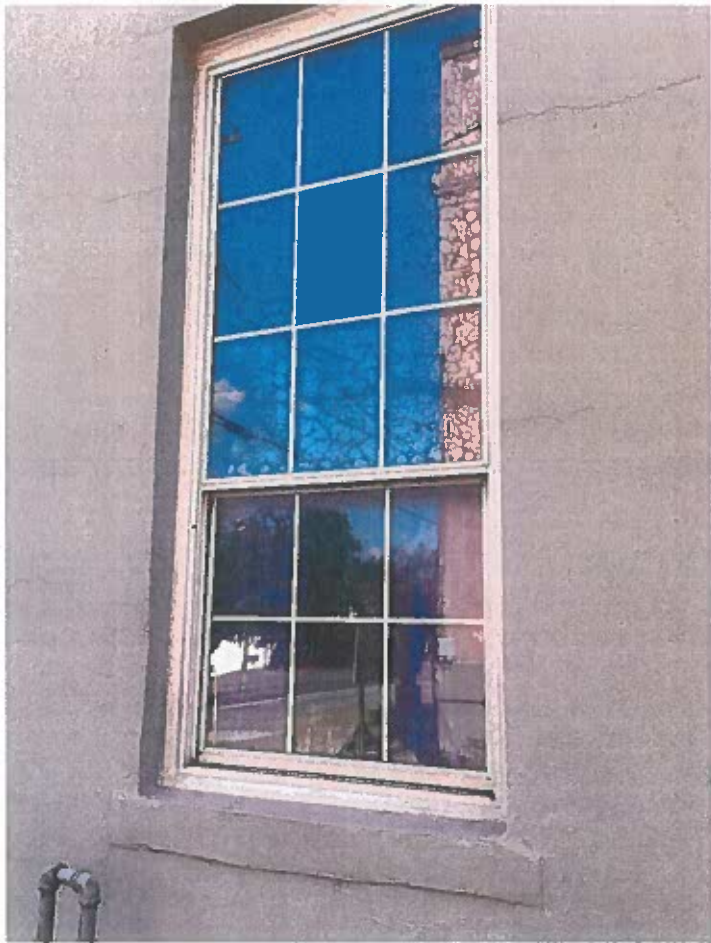












DOWNTOWN GRANT PERFORMANCE AGREEMENT

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 Cecil Staples ("APPLICANT"), whose current address is 124 Marina Dr. Bullard, TX 75757.

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 October 1, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Eighty Thousand Six Hundred Sixteen Dollars and Eighty-Six Cents (\$80,616.86)** for the purpose of window replacement, exterior painting, interior wall repair, interior stucco repair, and roof repair at the business property of Palestine Resource Center for Independent Living, that being 421 Ave. A, 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 **Sixty Thousand Four Hundred Sixty-Two Dollars and Sixty-Five Cents (\$60,462.65) ("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 August 18, 2025.

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.

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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):

Cecil Staples

By _____ Date _____
Cecil Staples

For the PEDC:

Palestine Economic Development Corporation

By _____ Date _____
Dan Bochsler, Board President

APPROVED:

City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor



Agenda Date: 11/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with K & D Cole Family Partnership, LP.

SUMMARY:

Discussion and possible action regarding a Downtown Grant Application & Perf. Agreement with K & D Cole Family Partnership, LP.

RECOMMENDED ACTION:

Staff recommends the board discuss and take possible action regarding a Downtown Grant Application & Perf. Agreement with K & D Cole Family Partnership, LP.

Attachments

Application
Performance Agreement

**APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM**

1. Applicant/Applicants name(s): K & D Cole Family Partnership, LP
2. Type of grant(s) being requested:
☒ First Time Applicant
☐ Recurring Applicant
3. Applicants contact Information.
 - a. Phone 903-731-3078
 - b. Fax _____
 - c. Email kcole@kimscstores.com
4. Physical address of property for which grant is being requested.
100 Avenue A, Palestine, TX
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.thc.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 OFFICE Occupancy type upon project completion OFFICE
14. Please provide the total square footage of the property: 7500 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: one
17. Business name, if applicable Kim's Convenience Stores, Inc.
18. Mailing address 100 Avenue A, 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.

Corporate office for Kim's and Cole Distributing.

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 K & D Cole Family Partnership

Address of Lessor 100 Avenue A, Palestine, TX 75801

Lessor Contact: phone 903-731-30789 email kcole@kimscstores.com

22. Date business established in Palestine, TX, if applicable 1985

23. Number of employees, if applicable 400 Number of new employees, if applicable _____

24. Please provide a description of the proposed project:

Resurfacing of the parking lot,

Fencing of the parking lot for security reasons,

Landscaping of the entire premises,

Landscaping to prevent large large Oak Trees from dying.

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 Parking lot , landscaping, and fencing

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 \$68,460

(Total possible funding per grant application is \$75,000 maximum)

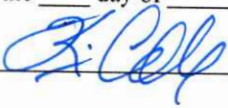
27. Total projected cost of project \$136,920

28. Estimated start date of project Jan. 15th 2025

29. Estimated completion date of project April 15th, 2025

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 4th day of November, 2024

Applicant  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 (fence) 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 *paving permit*
(Refer to checklist from Development Services for complete list of documents required) *fence permit*
- ☐ 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:

Susan Davis Date: 11/8/2024

Approval of Mainstreet District Coordinator:

Margan Allen Date: 11-8-2024

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

ESTIMATE

COLE BUILDING

1566 ACR 4034

Palestine, TX. 75803

903-724-0079

Kim's Corporate Office

100 Ave. A

Palestine, TX 75801

Task description	Material	Labor	Subcontractor	Notes/ allowances
Fencing		25650.00	Lara Fencing	
Cement flatwork		34900.00	Alex Sanchez	
Parking Lot		26750.00	Cherokee Paving	
Landscaping		24261.05	Blackstone	
Tree trimming		7500.00	Five Starr	

Sub Total 0 119061.05

Total 119061.05

Contractor fee 15% 16466.00

Grand Total 135527.05

BLACKSTONE IRRIGATION, LLC

PO Box 8165
Tyler, TX 75711
903.780.8182

Estimate

Date	Estimate #
11/3/2024	570

Name / Address
Cole, Kim Fax: 903.723.2950 debra@kimscstores.com

			Project
Description	Qty	Rate	Total
Irrigation and landscape for Kim's Headquarters in Palestine			
parts for irrigation: Hunter Pro-C controller, WRC rain sensor, PGV valves, 360' of drip tubing, 47 shrub sprays, 28 Pro-04 turf sprays, 14 MP rotors, asst. fittings and pipe. 100' of 4" French drain pipe, 2 yards of gravel	1	1,500.00	1,500.00T
Irrigation labor: irrigation installation	18	250.00	4,500.00
top soil	1	250.00	250.00T
compost mix	40	8.00	320.00T
Fertilizer	1	75.00	75.00T
mulch	40	7.00	280.00T
Plant materials:	1	7,200.00	7,200.00T
5 Spartan Juniper,			
12 Star Jasmine			
26 Drift rose			
30 Carex Grass			
60 Dwf. Azaleas			
60 giant liriopse			
10 Hydrangeas			
1 DWF Japanese maple			
13 Red Yucca			
2 yards river rock			
Bermuda sod Delivered and installed	726	5.00	3,630.00T
landscape labor: Dirt work, bed prep and landscape installation	20	250.00	5,000.00T
		Subtotal	\$22,755.00
		Sales Tax (8.25%)	\$1,506.05
		Total	\$24,261.05

Kim Cole

From: Clint Harris <clinharris@jacobebros.com>
Sent: Monday, November 4, 2024 1:03 PM
To: Kim Cole
Subject: Kim's Corporate Office: Parking Lot and Landscape Renovation

[This message originated from an external sender outside your organization]



Kim,

I'm sorry to have to decline the invitation to bid on the parking lot and landscape renovation at your corporate office in Palestine. If you have another opportunity in the future, please don't hesitate to reach out.

Clint Harris
President
903-592-5091 (O)
903-707-5986 (C)



***** Confidentiality Notice *****

This electronic transmission and any attached documents or other writings are confidential and are for the sole use of the intended recipient(s) identified above. This message may contain information that is privileged, confidential or otherwise protected from disclosure under applicable law. If the receiver of this information is not the intended recipient, or the employee, or agent responsible for delivering the information to the intended recipient, you are hereby notified that any use, reading, dissemination, distribution, copying or storage of this information is strictly prohibited. If you have received this information in error, please notify the sender by return email and delete the electronic transmission, including all attachments from your system.

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 K & D Cole Family Partnership, LP ("APPLICANT"), whose current address is 100 Avenue A, Palestine, Texas 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 November 4, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Eighty-Eight Thousand Three Hundred Dollars and No Cents (\$88,300.00)** for the purpose of fencing, cement flatwork, and parking lot paving at the corporate offices of Kim's Convenience Stores and Cole Distributing Company LLC, that being 100 Ave. A, 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 **Sixty-Six Thousand Two Hundred Twenty-Five Dollars and No Cents (\$66,225.00) ("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 August 18, 2025.

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.

Commented [HC1]: What is the intention of this provision?

Commented [CT2R1]: This was language from a template that a former attorney produced. From reading it, I assume they wanted to make it explicit that the improvements rendered would benefit the city tax base.

Commented [HC3R1]: Funny how one word can make such a difference. Let me know if this reads better to you.

Commented [CT4R1]: This works for me.

3.14. If the business property, that being 100 Ave. A Palestine, Texas 75801, is sold, conveyed, or utilized 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.

Commented [HC5]: This is redundant.

Commented [CT6R5]: Removed.

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):

K & D Cole Family Partnership, LP

By _____ Date _____
Kim Cole, Partner

For the PEDC:

Palestine Economic Development Corporation

By _____ Date _____
Dan Bochsler, Board President

APPROVED:

City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor

Commented [HC7]: This agreement does not include a term at all. Let's talk about when the PEDC wants this to end.

Commented [CT8R7]: This language is consistent with the approved guidelines for the program. Feel free to tweak as needed.

Commented [HC9R7]: This is perfect.



Agenda Date: 11/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding a Community Development Grant application with Meals on Wheels of Palestine, Inc.

SUMMARY:

Discussion and possible action regarding a Community Development Grant application with Meals on Wheels of Palestine, Inc.

RECOMMENDED ACTION:

Staff recommends discussion and possible action by the board regarding a Community Development Grant application with Meals on Wheels of Palestine, Inc.

Attachments

Application



PALESTINE ECONOMIC DEVELOPMENT CORPORATION

Community Development Grant Application

IMPORTANT:

- Please read the “Palestine Community Development Grant Program Guidelines & Criteria” prior to completing this application.
- The Grant Guidelines & Criteria and Application are available at www.palestinetexas.net; by calling 903.729.4100 or by emailing edcadmin@palestine-tx.org
- Please call to discuss your plans for submitting an application **in advance** of completing the form. Completed application and all supporting documents are required to be submitted electronically for consideration by the PEDC Board. Please submit the application to:

edcdirector@palestine-tx.org

Applications must be completed in full, using this form, and received by PEDC electronically, or in person.

Funding requested must meet the following criteria:

Project Grant

Quality of Life projects that are eligible for funding in accordance with the Type B sales tax statute (refer to examples in Grant Guidelines) and that advance the mission of PEDC.

APPLICATION

ORGANIZATION INFORMATION

Name: **Meals on Wheels of Palestine, Inc., d/b/a Tri-County Meals on Wheels**

Federal Tax I.D.: 75-1525201

Incorporation Date: December 5, 1976; April 17, 1992 (amendment)

Mailing Address: 200 N. Church Street

City: Palestine

ST: Texas

Zip: 75801

Phone: (903) 729-6344/0612 Fax: (903) 729-1469

Email: ruby@tri-countymow.org

Website: www.tri-countymow.org

Check One:

- ☒ Nonprofit – 501(c)(3) Attach a copy of IRS Determination Letter (**Exhibit A.**)
☐ Governmental entity
☐ Other

Professional affiliations and organizations to which your organization belongs: Meals on Wheels America, United Way,

REPRESENTATIVE AUTHORIZED TO COMPLETE/SUBMIT APPLICATION:

Name: Van Howard

Title: Marketing and Development Director

Mailing Address: 200 N. Church Street

City: Palestine

ST: Texas

Zip: 75801

Phone: (903) 729-6344/0612

Fax: (903) 729-1469

Email: van@tri-countymow.org

DESIGNATED CONTACT FOR COMMUNICATION BETWEEN PEDC AND ORGANIZATION:

Name: Ruby Taylor

Title: Executive Director

Mailing Address: 200 N. Church Street

City: Palestine

ST: Texas

Zip: 75801

Phone: (903) 729-6344/0612

Fax: (903) 729-1469

Email: ruby@tri-countymow.org

FUNDING:

Total amount requested: \$75,000

Matching Funds Available: \$655,000

PROJECT:

Start Date: October 1, 2025

Completion Date: October 1, 2026/January 1, 2027

BOARD OF DIRECTORS: (Refer to **Exhibit B.**)

LEADERSHIP STAFF: (Refer to **Exhibit C.**)

I. Applying Organization

Mission: Meals on Wheels of Palestine, Inc., d/b/a Tri-County Meals on Wheels (**Tri-County MOW**) strives to support the well-being of our older adult population in extending their dignified independence and health as they age, addressing their food insecurity and social isolation through the provisions/delivery of nutritious meals, companionship, wellness checks and wholesome educational life enriching activities.

Strategic Goals & Objectives: Our goals & objectives are to serve homebound seniors 60 and older and disabled individuals throughout the 3,078 square miles of Anderson, Cherokee, and Rusk Counties in East Texas and delivered approximately 700 meals a day (182,000 meals annually and seeking to rebound to our pre- COVID numbers of 280,000 meals annually) through our home delivered and congregate (dine-in) program. We strive to ensure seniors, approximately 60%, live alone, with a human exchange that affords both a friendly socialization that is meant to curb loneliness and allow a natural wellness check opportunity. We stress that these meals provide one-third of the recommended daily dietary requirements for seniors and for many clients, it is their only meal of the day and social contact that shows they are valued and not forgotten. As our community feels the impact of economic hardship, with the increasing cost of food, gas and necessities, people are struggling in record numbers. The U.S. Census reports that 6 million older adults now live below the poverty line. And this fact alone, makes our chief goal of eliminating hunger among seniors and disabled individual's paramount. Furthermore, our clients' lives are further enriched by the multiple recreational, educational, health screening, art, and dance offerings that we outline. Additionally, our anticipated newest program expansion objectives coming in 2025/26 offering a new corner stone *Youth Exchange and Senior Socialization* (**YESS!** model) intergenerational 6-phase activity module, along with the added strategic goal of an expanded service inclusion of our 25% Veteran population client base as well.

We believe that with the proposed *Park on Wells Creek Development* project the

residential community and seniors will experience to the fullest our newest and forward thinking offering of our **YESS! Model intergenerational** exchange program between seniors and young people. One that will accomplish multiple purposes such as fostering connections, mutual learning, and generational community building just to name a few. The following descriptions highlight what we expect to explore:

1. **A Mentoring Program:** Pairing older adults with young individuals for mentorship. Our seniors who go by the name of “**Friends of Tri-County MOW**” can share their life experiences, career insights, and wisdom, while the **Cohort of Young** people can offer fresh perspectives and technological skills.
2. **Community Service Projects:** Collaborate on community service initiatives which foster community servants molding for the youth. Beginning of course with our own initiative below under items 3 and 5, volunteering at a local shelter, or organizing a food drive.
3. **Creative Arts Workshops:** Work together on the re-start of our **Matts for the Homeless 2025** initiative that was halted due to COVID. Additionally, workshops hosted where our seniors and young people explore art, music, dance, or writing. These activities will encourage self-expression and creativity while bridging generational gaps.
4. **Storytelling Sessions:** Arrange storytelling sessions where seniors share personal stories or historical events and the young their adventure endeavors. Our cohort of young people will learn valuable lessons and gain a deeper understanding of the past and seniors will be reinvigorated with life as they listen and reminisce of their youthful days.
5. **Gardening and Environmental Projects:** Tending to our own **Park on Wells Creek Garden and Ecosystem and Nature Preserve** environmental projects will allow both generations to connect with nature and contribute positively to this local environment. It is not only a great outdoor activity to share, but our seniors teaching the next generation about where our food comes from, and the importance of ecosystems cannot be overstated.
6. **Tablet or smartphone play:** Even if you are a wiz with your smartphone or tablet, our cohort of young people have a lot they can teach our seniors about the latest applications. Children get so much satisfaction and self-confidence teaching others a new skill. And learning new things will be a great way to keep seniors’ minds sharp at any age.

Scope of Program Services and Operations: The Palestine Senior Center maintains an 8 am to 4 pm opening time and contains administrative offices, exercise room, large 4,000-plus sq. ft./350 seating auditorium, large commercial kitchen and dining room, and multiple single use meeting rooms. All meals are prepared onsite at the 16,440+ sq. ft. **Tri-County MOW** building from Monday through Friday. A registered dietician plans the menus, and our skilled cooks prepare high quality meats and produce for meal prep. Our dine-in program offers fresh, nutritious meals from 12 to 12:30 each day. Additionally, the center offers many engaging and enriching activities, featuring art and square dance classes, social dances, birthday/Veteran recognition events, and guest speakers. Games day sessions include bingo, dominos, cards, and various activities. Visual arts and performing arts classes meet Tuesdays and Thursdays at 8:30 a.m. and Square Dancers meet the first Thursday of each month. And monthly social dances feature live music by a popular local band.

Operationally, beyond the paid 7-leadership staff, we have 7 kitchen support staff, and dozens of paid and volunteer drivers (upwards of 42 individuals). The Palestine Senior Activity Center is available year-round for rental for special occasions from opening to midnight.

Key Operational Outcomes: Overall, some of our key day to day operational outcomes are as follows: To achieve 85% participation rates when applicable; otherwise, we expect to achieve at least 30% participation among our total 225 senior (dine-in) client base within our enrichment activity offerings; to observe the emotional/cognitive development and record seniors experiencing improved self-esteem, communication, decision making skills, and even memory improvement as they exchange during dine-in; to achieve a 10% annual increase in meals provided to our senior populations and aim for the lofty goal of reaching 480,000 annual meals being served in the combined counties by TX2036 in keeping with Texas' 200-year centennial celebration; to achieve a raised awareness of our 25% Veteran seniors being served in our program and instituting bi-annual/annual honoring events through updating client services tracking form to capture our Veteran population numbers (i.e., roughly 9,000 veterans are 60/65+ years of age in our three counties per www.va.gov) being served in order to identify for future programming needs; to see improved overall health due to consistent access to balanced meals via completed questionnaires; reduced social isolation, improved mental well-being, and a sense of community as measured through verbal exchanges during dine-in meals; early detection of health issues and timely intervention through monthly charting; and enhanced quality of life, mental stimulation, and social engagement through monthly planned and professional observations; to maintain all current programming including our new **YESS! Model** and resume by 2026 our notable program service offerings: Bridge, Painting class, **Mats for The Homeless**, Woodcarvings, Game Day sessions (bingo, dominoes, cards, etc.), Square Dancing with live music, Clogging, monthly Birthday Parties, guess speakers and much more; and lastly to upgrade our media kit and especially heighten awareness among the general public that we must invest more significantly in cost-effective programs to enable individuals to age at home, more safely, with greater independence and quality of life. And to clearly message to all that their help is vital in **Tri-County MOW** remaining on the “*cutting edge*” of service delivery.

II. Project

Project Scope: The expansion/new development of our outdoor space project titled ***Park on Wells Creek Development*** a 3-acre downtown city space as a natural resource green buffer zone located adjacent to the **16,440 sq. ft.** Palestine Senior Activity Center at **200 N. Church Street, Palestine, Texas 75801**. This unique esthetic space (**Exhibit D2/Preliminary Schematic**) will feature multiple amenity offerings to the general public as well as our senior client-base. Namely, a **1,620 sq. ft.** Walk-Nature Preserve Trail, **60'x90'** Mini-Concert Atrium/Courtyard and Gazebo (hosting concerts, weddings, festivals, etc.), **15'x30'** Pavilion (kitchen/restrooms), **90'x90'** large Garden/Ecosystem (perennial, herb, scent, Zen contemplation, outdoor sculpture display), **60'x90'** Event/Activity Lawn (croquet, pickle ball, badminton, bocce, game tables), 7-Shade canopies (**15'x15' ea.**), multiple benches, site security lighting/cameras, and enclosed fencing.

Ultimately construction professionals will be charged with the task of this development, and as a learning experience and the element of creating a personal stake they will guide both the volunteer labor of both the seniors and young people in specific designs, assist build, plant/nurture, and provide year-round maintenance system layout.

Project Goals: Availability of this austere city space complements our existing broad goals of:

Enhance Quality of Life: Providing a safe, accessible, secure, and aesthetically pleasing outdoor space for seniors and the general public for the downtown area; **2) Promote Health and Wellness:** Encouraging physical activity and mental well-being through the various amenities and activities as outlined; **3) Foster Community Engagement:** Creating a space for social interaction, cultural events, and community gatherings; **4) Support Environmental Sustainability:** Develop and maintain a green space that promotes ecological awareness, conservation and watershed/natural resource restoration supporting clean water, public health, and overall economic development and local community benefit; and **5) Increased Foot Traffic:** Creating an esthetic and desirable destination spot and generate an increase in foot traffic benefiting all (i.e., nearby businesses, retail stores, attendance at facility site, etc.).

Strategic Objectives/Projected Outcomes: Further, as Tri-County MOW aim to create this vibrant, inclusive, and sustainable community space that aligns with the needs of our growing senior population and benefiting the broader community in terms of **Quality-of-Life** issues, such contribution is both immediate and futuristic as park attendees experience this atmosphere, and enjoy a serene and beautiful environment for relaxation, socialization, recreation, and enhancing their overall well-being of the community. The **Increased Physical Activity** for Seniors and community members having access to safe walking trails, fitness activities, and recreational sports, will lead to improved physical health. The **Reduced Social Isolation** is expected as foreseeable outcomes when the social events venues become a regular attraction. The **Cultural Enrichment** that is heighten by the hosting of concerts, festivals, and art displays will enhance cultural experiences and community pride. The **Environmental/Natural Preserve Benefits** that the garden and ecosystem will support in terms of local biodiversity and provide educational opportunities about sustainability and allow generations to connect with nature and contribute positively to this local environment will be endless. And lastly the **Watershed/Natural Resource Restoration** will be supporting clean water, public health, and overall economic development and local community well-being.

Project Timeline/Planned Activities Time Frame/Schedules: The project (**Exhibit D.**) has a 10–15-month projected completion date and based on funding is anticipated ideally for Spring/Summer 2026 opening. This park due to its unique amenities will be a year-round offering and accessible during all the opening hours of the Senior Center and additionally operationally per a prescribed schedule that is outlined based on peak times per park attendees' annual survey interest levels. Admission fees as applicable will be set per the survey above and we project that at lease traffic levels shall meet or exceed our current weekly facility traffic of 225 seniors

and with the added foot traffic of general public this activity level will easily meet this number. We note that this level will be increased once the planned/scheduled events to be formulated by our enhanced programming partnerships engage as a result of the new YESS! Model programming.

We expect to set growth/expansion goals of 15-30% foot traffic levels upon achieving a set of historical metrics to draw from after one full year of operation around 2026/27.

Project Grants – please complete the section below:

- | | | |
|-----------------------------|---|--|
| ♦ An expansion/improvement? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ♦ A replacement/repair | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| ♦ A multi-phase project? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ♦ A new project? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Currently, NO feasibility study or market analysis has been completed for this proposed project.

Project aligns with goals and strategies adopted by Palestine Economic Development Corporation: Tri-County MOW portends that this Project aligns directly with two of the key important goals and strategies. Firstly, supporting cultural, sports, fitness, entertainment, and community amenity that attract resident and visitor participation and thereby contribute to quality of life, business development and growth of Palestine sales tax revenue. The development will also attract visitors and with increased foot traffic that nearby businesses, like cafes/ restaurants, and retail stores will benefit from potential customers in the area. Secondly, business development and sustainable economic growth through use of local contractors and suppliers, providing them with business opportunities and supporting the local economy through revenue generation and commerce through the construction of new facilities and installation of equipment/utilities of various services (i.e., plumbing, electrical, landscaping, etc.). Notwithstanding, the increase of commerce to the area due to the annual maintenance outlay of park budgeted upkeep.

■ NO prior request for funding for this Project has been submitted in the past.

III. Financial

Financial Overview Status: The organization's physical year is October 1 through September 30 each year. The PEDC (Palestine Economic Development Corporation) grant could have a substantial impact on certain aspects of the organization mission of providing wholesome life enriching activities and as it relates to extending the older populations dignified independence and health as they age. And, given the current financial turn-around from the Pandemic, the additional funding would help convert this dormant asset into a revenue generating asset and

thus, a revenue stream to be counted on for years to come. And serving as an impetus in stabilizing operations, attracting new customers, and broaden overall service venues for youth and seniors and downtown visitors.

Budget and Audited Financial Statements: The current year's budget per Exhibit E and the projected Revenue Sources per **Exhibit E1** have been provided for your review. Additionally, you will find audited Financials for the years 2022/**Exhibit F** and 2021/**Exhibit F1**.

What is the estimated total cost of this Project? \$730,000

Refer to **Exhibit D1** for line-item budget details and Project Timeline (**Exhibit D**) as outlined in section II. **Tri-County MOW** will be providing 89.7% of funding and thus the PEDC request amounts come to just under 10.3 % of estimated cost.

Are Matching Funds available? ☒ Yes ☐ No

And is in the form of cash primarily, other than the volunteer clean-up labor while maintaining its natural properties expected from TDCJ/Michael Unit.

IV. Marketing and Outreach:

The following outlines the marketing plans and outreach strategies that we anticipate employing for the organization. They will be as follows:

1. **Community Workshops:** Host informational sessions to engage the community and gather input on the park's development and senior services.
2. **Facility Site Marque signage:** Post monthly information displays visible to the general public and senior clients at facility site.
3. **Social Media Campaigns:** In addition to our website, utilize platforms like Facebook, Instagram, and Twitter to share updates, events, and volunteer opportunities.
4. **Partnerships:** Collaborate with local businesses, schools, and organizations to promote the park and its activities.
5. **Press Releases:** Issue regular updates to local newspapers, radio stations, and TV channels to keep the public informed.

Additionally, specific and targeted outreach that will also be incorporated annually are **a)** Identify and evaluating **new opportunities** to increase service reach and penetration, **b)** Develop and implement **strategic marketing and development updated plans that** aligned with organization's objectives in client outreach and fundraising/grant funding objectives, **c)** Forge and maintain **strategic partnerships** with key constituents/stakeholders and industry players (City/County/State/Federal, distributors, retailers, churches, non-profits, etc.) to foster good public relations and presence, **d)** Design and oversee **promotional campaigns** and marketing events to enhance brand visibility, **e)** **Research and Analyze** market trends to forecast future needs, **f)** **Coordinate** with Executive Director, staffing teams, and board members/committees to ensure knowledge of services and relevance that meet market demands (i.e., Senior citizen's, general public/residential community, etc.), **g)** **Confer** with Executive Director on budget allocation for market/funding development activities, **h)** As

needed lead **cross-functional** teams to align strategies with overall non-profit service goals, and **i) Develop marketing literature** (i.e., brochures, fliers, promo/media kits, etc.) for distribution/display and outreach strategies, and other fundraising activities in reaching development goals.

V. Monitoring and Metrics to Evaluate

The following outlines the monitoring and metrics that we anticipate employing for the organization. Our programs/projects are outcome-based with associated logic model performance indicators and monthly target analysis and quarterly variance analysis reporting. **Data capture of seniors' participation in community events**, personal nutritional improvements charting, regular attendance, and utilization of the outdoor green space amenity. Our staff anticipates reporting outcome data continuously through the developed Intranet "client data base" system for purposes of the case manager and the computerized Automated Follow-Along (AFA) reporting. Also, on-going customer satisfaction surveys will be conducted at 6-month intervals (computer generated) for follow-up. Additionally, instituting a series of **questionnaires** that also can be collected during dine-in as well as delivery or park entrance that tracks key areas: **Social Isolation Reduction** as loneliness and isolation indicators can be distributed and collected during dine-in and meal delivery occasions; **Healthcare Improvement Utility** to monitor hospital admissions, emergency room visits, and doctor visits being reduced and showing normal occurrences; **Weight and Health Markers** to track weight changes, blood pressure, and other health indicators; and **Community Engagement** to Assess seniors' participation in community events facilitated by **Tri-County MOW**.

Additionally, some other key monitoring indicators will be as follows:

1. **Visitor Counts:** Track the number of visitors to the park through entry logs and security cameras.
2. **Event Participation:** Measure attendance at events and activities hosted in the park.
3. **Surveys and Feedback:** Conduct regular surveys to gather feedback from park users about their experiences and suggestions for improvement.
4. **Health Metrics:** Monitor changes in physical activity levels and social engagement among seniors through wellness checks and activity logs.

Acknowledgements

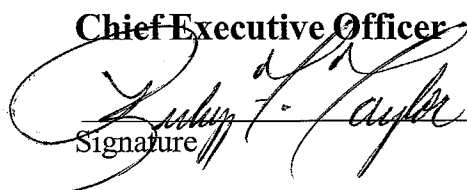
If funding is approved by the PEDC board of directors, Applicant will assure:

- The Project for which financial assistance is sought will be administered by or under the supervision of the applying organization;
- All funds awarded will be used exclusively for the purpose described in this application;
- PEDC will be recognized in all marketing, outreach, advertising, and public relations as a funder of the Project. Specifics to be agreed upon by applicant and PEDC and included in an executed performance agreement;

- Organization's officials who have signed the application are authorized by the organization to submit the application;
- Applicant will comply with the PEDC Grant Guidelines in executing the Project for which funds were received.
- A final report detailing the success of the Project, as measured against identified metrics, will be provided to PEDC no later than 30 days following the completion of the Project.
- An Applicant may submit a request for a partial reimbursement during the course of the Project but prior to the Project's final completion. Requests for partial reimbursement received prior to final Project completion may not exceed 80% of the total approved Project grant amount. Requests for partial reimbursement submitted to the PEDC must be accompanied by copies of paid invoices/receipts and proof of payment and release of liens. Once verified, PEDC Board approval will be required before payment is delivered to the Applicant. The remaining 20% of the grant proceeds may be paid to the Applicant following the PEDC's receipt of all paid invoices/receipts, proof of payment and release of liens; documentation of fulfillment of obligations to PEDC, including the Applicant's final report on the Project.
- The required performance agreement will contain a provision certifying that the applicant does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. Further, should the applicant be convicted of a violation under 8 U.S.C. § 1324a(f), the applicant will be required to repay the amount of the public subsidy provided under the agreement plus interest, at an agreed to interest rate, not later than the 120th day after the date the PEDC notifies the applicant of the violation.

We certify that all figures, facts and representations made in this application, including attachments, are true and correct to the best of our knowledge.

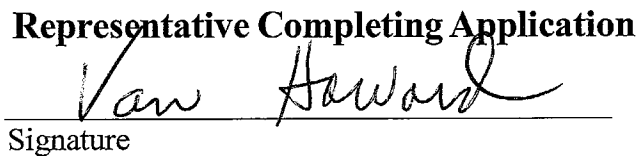
Chief Executive Officer


Signature

Printed Name Ruby J. Taylor

Date: 8/20/2024

Representative Completing Application


Signature

Printed Name Van Howard

Date: 8/20/2024

INCOMPLETE APPLICATIONS, OR THOSE RECEIVED AFTER THE DEADLINE, WILL NOT BE CONSIDERED.

CHECKLIST:

Completed Application:

- Use the form/format provided
- Organization Description
- Outline of Project; description, goals and objectives
- Indicate PEDC goal(s) that will be supported by this Project

- Project timeline and location
- Plans for marketing and outreach
- Evaluation metrics
- List of board of directors and staff

Attachments:

- Financials: organization's budget for current fiscal year; Project budget; audited financial statements
- ☐ Feasibility Study or Market Analysis if completed (Executive Summary)
- IRS Determination Letter (if applicable)

A FINAL REPORT IS TO BE PROVIDED TO PEDC WITHIN 30 DAYS OF THE PROJECT COMPLETION. FINAL PAYMENT OF FUNDING AWARDED WILL BE MADE UPON RECEIPT OF FINAL REPORT. PLEASE USE THE FORM/FORMAT OUTLINED ON THE NEXT PAGE.

PEDC GRANT PROPOSAL

TRI-COUNTY MOW EXHIBITS:

A. IRS DETERMINATION LETTER

B. BOARD OF DIRECTORS

C. LEADERSHIP STAFF

D. PROJECT DEVELOPMENT TIMELINE

D1. PROJECT BUDGET (LINE ITEM/TASK)

D2. PRELIMINARY SCHEMATIC LAYOUT

**E. TRI-COUNTY MOW CURRENT YEAR'S BUDGET
(2024/25)**

E1. PROJECTED REVENUE AND SOURCES OF FUNDS

F. AUDITED FINANCIALS/2022

F1. AUDITED FINANCIALS/2021

INTERNAL REVENUE SERVICE
District Director

DEPARTMENT OF THE TREASURY
1100 Commerce St., Dallas, TX 75242

Meals On Wheels Of Palestine, Inc.
PO Box 1385
125 Kickapoo Street
Palestine, Texas 75802

Person to Contact:
EP/EO Correspondence Examiner

Telephone Number:
(214) 767-1870

Refer Reply to:
EP/EO:SPB:4950DAL

Date: January 6, 1992

EIN: 75-1525201

Dear Sir or Madam:

Our records show that Meals On Wheels Of Palestine, Inc. is exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted December, 1976 and remains in full force and effect. Contributions to your organization are deductible in the manner and to the extent provided by section 170 of the Code.

We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 170(b)(1)(A)(vi).

If we may be of further assistance, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Gloria Morgan

EP/EO Correspondence Examiner

Exhibit D. Project Timeline Summary (3-acre natural resource green space park development project):

Phase 1: Planning and Design (2-3 months)

- **Weeks 1-4:** Initial planning, site surveys, and environmental assessments.
- **Weeks 5-8:** Design development, including layout, landscaping, and amenities.
- **Weeks 9-12:** Finalizing designs, obtaining permits, and contractor selection.

Phase 2: Site Preparation (1-2 months)

- **Weeks 13-16:** Clearing, grading, and installing drainage and irrigation systems.

Phase 3: Construction (6-8 months)

- **Weeks 17-20:** Walking trail construction.
- **Weeks 21-24:** Pavilion with kitchen and restroom construction.
- **Weeks 25-28:** Installation of benches, shade canopies, and security lighting.
- **Weeks 29-32:** Landscaping for annual gardens, mini nature preserve, and watershed clean-up/restoration.
- **Weeks 33-36:** Gazebo and concert/wedding venue construction.
- **Weeks 37-40:** Activity/game lawn venues and perimeter fencing installation.

Phase 4: Final Touches and Inspections (1-2 months)

- **Weeks 41-44:** Final landscaping, touch-ups, and inspections.
- **Weeks 45-48:** Final walkthroughs, adjustments, and project completion.

Total Estimated Time: 10-15 months. This timeline is a general estimate and can vary based on factors such as weather, availability of materials, and any unforeseen challenges.

Exhibit D1. Park on Wells Creek Development Project Budget cost detail:

1. **Land Preparation and Site Work:**
 - Clearing and grading: \$20,000
 - Drainage and irrigation systems: \$25,000
2. **Walking Trail:**
 - Paved trail (1,620 ft.): \$100,000
3. **Pavilion with Kitchen (15'x30'):**
 - Construction: \$75,000
 - Kitchen equipment: \$30,000
4. **Restrooms:**
 - Construction: \$30,000
5. **Benches and Shade Canopies:**
 - Benches (15 each) @ \$500/\$7,500
 - Shade canopies (8 each): \$5,000/\$40,000
6. **Annual Gardens and Mini-Nature Preserve (90'x90'):**
 - Landscaping and planting: \$30,000
7. **Gazebo (15'x30'):**
 - Construction: \$20,000
8. **Concert/Wedding Venues (60'x90'):**
 - Stage and seating: \$60,000
9. **Activity/Game Lawn Venues (60'x90'):**
 - Turf installation: \$20,000
10. **Security Lighting:**
 - Installation: \$20,000
11. **Enclosed Perimeter Fencing:**
 - Fencing (2,004.75' per linear foot/\$95 installed): \$190,450
12. **Contingency/miscellaneous:**

Permits/fees:	\$ 2,050
Contingency est./9%	\$ <u>60,000</u>
TOTAL BUDGET:	\$730,000

EXHIBIT E. Tri-County MOW PROJECTED BUDGET: FISCAL YEAR 2024-25

Revenue

Source	Amount
Government Grants	820,300.00
Third Party Contributions	175,000.00
Program Income, Participant Contributions	23,700.00
UNITED WAY	15,000.00
Fundraisers	55,000.00
Grants (non-government)	1,192,095.00
Total Revenue	2,281,095.00

Project Expenses

Category	Amount	Sub-Total
Director's Salary	58,000.00	
Other Administrative Salaries	182,027.40	
Food Preparation Salaries	72,800.00	
Fringe Benefits	45,469.00	
Other Salaries	300,798.60	
Sub-Total: Personnel		659,095.00
Raw Food and Consumables (Meals Services Program)	409,000.00	
Service Equipment Depreciation	21,000.00	
Sub-Total: Food Preparation and Service		430,000.00
MILEAGE/DELIVERY	8,800.00	
Vehicles Depreciation	10,000.00	
Fuel	28,600.00	
Routine Maintenance (TAGS)	11,000.00	
Insurance	23,800.00	
Sr. Wholesome Enrichment, YESS Model, Veterans Programming	210,000.00	
Sub-Total: Meal delivery & Enrichment activity services		292,200.00
Building Depreciation	20,000.00	
Mortgage Interest	14,000.00	
Insurance	25,000.00	
Security	9,000.00	
Utilities	34,163.00	
Janitorial Services/ Routine Maintenance/Repairs	14,000.00	
Sub-Total: Facilities		116,163.00
Materials & Supplies (POSTAGE/COPY/MATERIALS/OFFICE SUP) Phone	17,000.00	
Furniture and Office Equipment (Depreciation)	2,500.00	
Sub-Total: Administrative		19,500.00
Other Operating Expenses (specify)		
Advertising	3,400.00	
Professional Fees (Bookkeeping) Audit	22,597.00	
Professional Development	2,000.00	
Insurance	6,140.00	
Park on Wells Creek Development (refer to project budget)	730,000.00	
Sub-Total: Other Expenses		764,137.00
Total Expenses		2,281,095.00

NOTE: REFER TO THE FUNDING SOURCE DOC FOR LIST OF REVENUE SOURCES.

EXHIBIT E1.

Tri-County MOW 2024-25 other Funding Sources and Grant amounts that are/requested for supporting this program/project.

Texas Department of Health and Human Services (TDHHS)/\$400,000
East Texas Council of Governments/Area Agency on Aging (ETCOG/AAA)/\$250,000
Palestine Economic Development Corporation/\$75,000*
CBA (Community Based Alternatives)/\$70,000
Anderson County/\$55,000
Texas Department of Agriculture (TDA)/\$32,000
National Fish and Wildlife Foundation/\$375,000*
Dorris Duke Foundation/\$500,000
ConocoPhillips Foundation/\$150,000 (\$50K YESS! program; \$100K Park on Wells Creek)*
Woodruff Foundation/\$155,000*
CITIGROUP Foundation/\$500,000 (\$100,000 *)
Mosaic Foundation/\$75,000
Anderson Foundation/\$50,000*
Ed Rachal Foundation/\$100,000
Trull Foundation/\$75,000
Michael & Susan Dell Foundation/\$50,000
Amazon Foundation/\$50,000
State Farm Foundation/\$25,000
Cherokee County/\$8,500
Rusk County/\$11,000
United Way/\$15,000
Temple Foundation/\$15,000
Gragg Foundation/\$10,000
Wal-Mart Foundation/\$5,000
Anderson Charitable Foundation/\$5000
ONCOR Electric/\$2,000
Cotton Patch Cafe/\$500
Legacy At Town Creek/\$500
Anderson County Texas Democratic Women/\$500
Dogwood Arts Council/\$500
Rotary Club/\$5,114
Kiwanis Club/\$1,000
Southside Bank/\$1,200
Tractor Supply/\$1,000
Palestine Herald Press/\$500
First Baptist Church Rusk/\$1,000
Sanderson Farms/\$500
Regional Medical Center/\$500

Various Donors/\$23,700

Program Revenue/\$12,000

***Indicating request to be primarily related to the Park on Wells Creek development**



Agenda Date: 11/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consider approval of PEDC Minutes from October 8, 2024.

SUMMARY:

Consider approval of PEDC Minutes from October 8, 2024.

RECOMMENDED ACTION:

Staff recommends approval of the PEDC Minutes from October 8, 2024.

Attachments

PEDC Minutes 10.8.24

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 Tuesday, October 8, 2024, 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: Veer Patel, Firouz Haghighi.

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

Others Present: City Manager Teresa Herrera, Tom Mullins – TG Mullins Consulting, LLC.

A. CALL TO ORDER

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

B. PROPOSED CHANGES OF AGENDA ITEMS

There were none.

C. PUBLIC COMMENTS

There were none.

Andrew Sibai entered the board meeting at 10:01 a.m.

D. CONFLICT OF INTEREST DISCLOSURES

There were none.

E. ITEMS FROM BOARD

Director Patel informed the board of his visit to Washington D.C. with the Asian American Hotel Owners Association.

F. DIRECTOR'S REPORT

1. Review monthly Director's Report.

- CTED Courses taken in College Station October 2-4.
- President Boschler represented PEDC at Office of the Governor Small Business Seminar.
- Secretary/Treasurer Drane represented PEDC at East Texas Venture Fest.
- Retail Secor Data for Local Sales & Use Tax.
- Texas Labor Market Information Data – Regional Unemployment Comparison.

2. Review monthly Marketing Analyst Report.

- Monthly Small Business Seminar partnered with TVCC and SBDC.
- Final Adjustments made to PEDC's Strategic Plan.
- Assisted the City of Palestine with Housing Market Data.
- Purchase of new PEDC Banners for Marketing.

- Facebook Analytics Report.
- Audience Extension Report.

G. DISCUSSION AND ACTION ITEMS

1. Report on the first East Texas Venture Fest hosted by the East Texas Technology and Innovation Coalition. Charles Drane, PEDC Secretary/Treasurer.

Secretary/Treasurer Drane presented to the board information that he obtained from attending the East Texas Venture Fest on October 3, 2024.

2. Discussion and possible action regarding the final draft of PEDC's Strategic Plan and Work Program.

Tom Mullins presented to the board the final draft of PEDC's Strategic Plan and Work Program.

Motion by Vice President Willmott, seconded by Secretary/Treasurer Drane to approve the item as presented. Upon vote, the motion carried unanimously 5-0.

3. Consider approval of PEDC Minutes from September 10, 2024.

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

4. Consider approval of PEDC Minutes from September 16, 2024.

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

5. Consider approval of the September 2024 Financial Report.

Motion by Vice President Willmott, seconded by Secretary/Treasurer Drane to approve the item as presented. Upon vote, the motion carried unanimously 5-0.

ADJOURN

With no other business to come before the Board, President Bochsler adjourned the meeting at 11:29 a.m.

PASSED AND APPROVED THIS 12th DAY OF November 2024.

Dan Bochsler, President

ATTEST:

Lisa Bowman, Administrative Assistant

DRAFT



Agenda Date: 11/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consider approval of the October 2024 Financial Report.

SUMMARY:

Consider approval of the October 2024 Financial Report.

RECOMMENDED ACTION:

Staff recommends approval of the October 2024 Financial Report.

Attachments

October Financial Report



Palestine Economic Development Corporation
Financial Statement
As of October 31, 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	1,325,055	88,776	88,776	6.7%	1,236,279	1,369,277	(1,280,501)
41609	RENT - SUITE B	36,000	3,000	3,000	8.3%	33,000	3,000	-
41610	RENT - RESULTS CO	-	-	-	0.0%	-	215,444	(215,444)
41807	ETEX FIBER RECAPTURE	400,000	-	-	0.0%	400,000	376,580	(376,580)
41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
41901	INTEREST REVENUE	65,000	12,087	12,087	18.6%	52,913	77,037	(64,950)
41932	TAH LOAN PYMT	34,064	2,839	2,839	8.3%	31,225	6,679	(3,841)
41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
*** TOTAL REVENUE ***		<u>1,860,119</u>	<u>106,702</u>	<u>106,702</u>	5.7%	<u>1,753,417</u>	<u>2,048,017</u>	<u>(1,941,315)</u>
EXPENSE								
PERSONNEL								
51010	SALARIES & WAGES	175,555	12,759	12,759	7.3%	162,796	103,781	(91,022)
51030	LONGEVITY	288	11	11	3.8%	277	141	(130)
51036	CELL PHONE ALLOWANCE	600	23	23	3.8%	578	498	(476)
51040	SOCIAL SECURITY	13,817	977	977	7.1%	12,840	8,062	(7,085)
51050	HEALTH INSURANCE	24,943	3,014	3,014	12.1%	21,929	11,912	(8,898)
51061	WORKER'S COMPENSATION	708	52	52	7.4%	655	178	(126)
51070	RETIREMENT	26,124	1,854	1,854	7.1%	24,270	14,778	(12,924)
*** EXPENSE CATEGORY TOTALS ***		<u>242,034</u>	<u>18,689</u>	<u>18,689</u>	<u>7.7%</u>	<u>223,345</u>	<u>139,351</u>	<u>(120,662)</u>
SUPPLIES AND MATERIALS								
52010	OFFICE SUPPLIES/EQUIPMENT	4,100	-	-	0.0%	4,100	1,903	(1,903)
52020	POSTAGE	300	-	-	0.0%	300	-	-
52091	FURNITURE & OFFICE EQUIPMENT	2,500	-	-	0.0%	2,500	829	(829)
*** EXPENSE CATEGORY TOTALS ***		<u>6,900</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>6,900</u>	<u>1,903</u>	<u>(1,903)</u>
PROF/CONTRACTUAL SERV								
53010	LEGAL SERVICES	55,000	-	-	0.0%	55,000	54,626	(54,626)
53020	AUDIT & ACCOUNTING SERVICES	5,000	742	742	14.8%	4,258	4,243	(3,501)
53030	PROFESSIONAL SERVICES	45,000	-	-	0.0%	45,000	8,990	(8,990)
53031	CONSULTANT SERVICES	20,000	-	-	0.0%	20,000	3,205	(3,205)
53090	IT SUPPORT	1,897	-	-	0.0%	1,897	1,854	(1,854)
53095	SOFTWARE MAINTENANCE	833	-	-	0.0%	833	734	(734)
53150	MARKETING SERVICES	75,000	1,200	1,200	1.6%	73,800	15,000	(13,800)
53311	PRINTER/COPIER LEASE	3,500	-	-	0.0%	3,500	-	-
53500	LEGAL NOTICES	3,000	-	-	0.0%	3,000	2,358	(2,358)
53509	MEMBERSHIPS & SUBSCRIPTIONS	22,250	3,998	3,998	18.0%	18,253	9,237	(5,239)
53510	TRAVEL AND TRAINING	10,000	-	-	0.0%	10,000	2,963	(2,963)
53512	PRINTING SERVICES	-	-	-	0.0%	-	3,301	(3,301)
53514	TML INSURANCE	13,000	-	-	0.0%	13,000	8,377	(8,377)



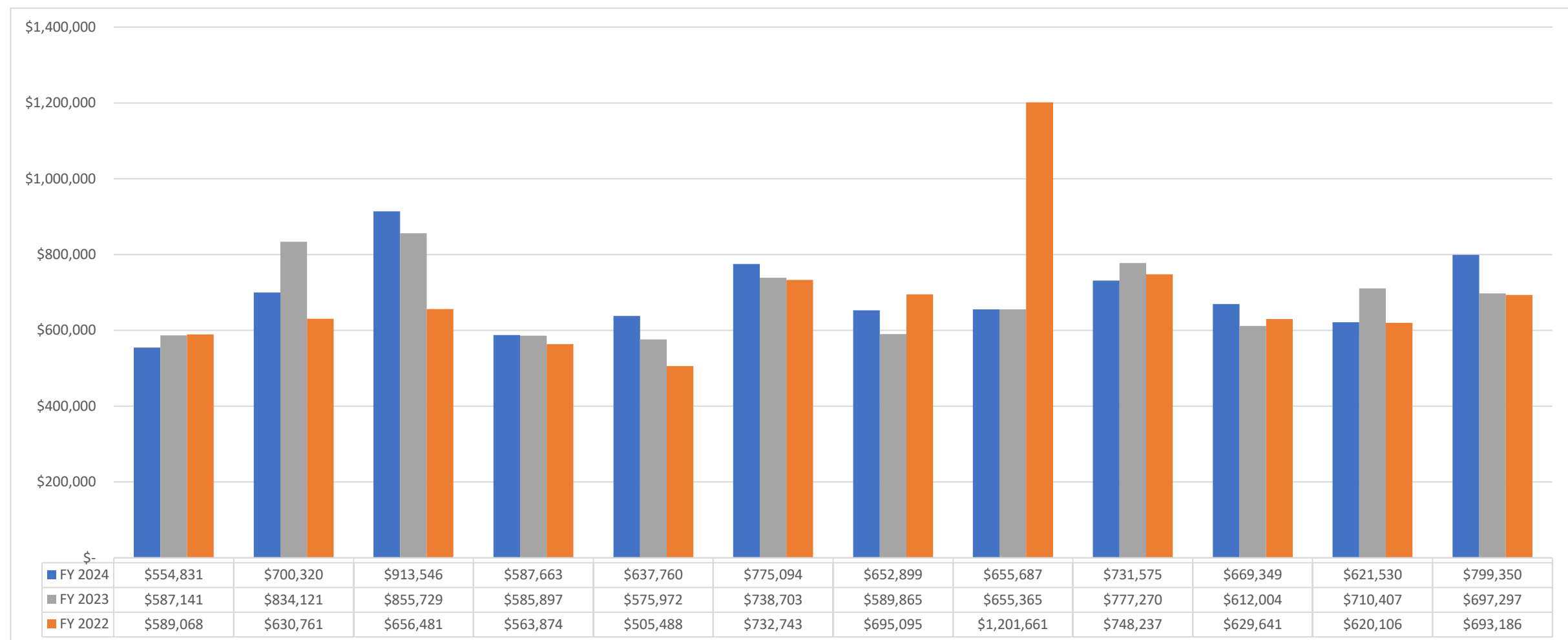
Palestine Economic Development Corporation
Financial Statement
As of October 31, 2024

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
53515	INSURANCE AND BONDS	1,100	-	-	0.0%	1,100	-	-
53520	JANITORIAL SERVICES	4,100	-	-	0.0%	4,100	4,540	(4,540)
53617	PROJECTS SUPPORT GRANTS	300,000	-	-	0.0%	300,000	-	-
53662	ATH COMPLEX IMPROVEMENTS GRANT	25,000	-	-	0.0%	25,000	-	-
53663	COM DEV GRANT-GENERAL PROGRAM	75,000	-	-	0.0%	75,000	10,000	(10,000)
53664	BLDG IMPROVEMENT GRANT PROG	250,000	-	-	0.0%	250,000	3,838	(3,838)
*** EXPENSE CATEGORY TOTALS ***		<u>909,680</u>	<u>5,940</u>	<u>5,940</u>	<u>0.7%</u>	<u>903,740</u>	<u>133,266</u>	<u>(127,327)</u>
MAINTENANCE & REPAIR								
54010	BLDG/STRUCTURE/GRNDS MAINTENANCE	100,000	-	-	0.0%	100,000	79,927	(79,927)
*** EXPENSE CATEGORY TOTALS ***		<u>100,000</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>100,000</u>	<u>79,927</u>	<u>(79,927)</u>
UTILITIES								
54500	UTILITIES - ELECTRIC	78,000	390	390	0.5%	77,610	8,394	(8,004)
54501	UTILITIES - WATER/SEWER	4,000	-	-	0.0%	4,000	3,727	(3,727)
54503	PHONES/INTERNET	3,000	291	291	9.7%	2,709	4,596	(4,306)
*** EXPENSE CATEGORY TOTALS ***		<u>85,000</u>	<u>680</u>	<u>680</u>	<u>0.8%</u>	<u>84,320</u>	<u>16,717</u>	<u>(8,004)</u>
OTHER/MISC.								
55009	BUSINESS RETENTION/EXPANSION	15,000	-	-	0.0%	15,000	6,812	(6,812)
55200	MEETING MEALS	3,500	-	-	0.0%	3,500	1,799	(1,799)
*** EXPENSE CATEGORY TOTALS ***		<u>18,500</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>18,500</u>	<u>8,611</u>	<u>(8,611)</u>
DEBT SERVICE								
56005	REVENUE BOND PRIN PAYMENT	563,374	-	-	0.0%	563,374	5,687	(5,687)
56050	INTEREST- BONDED DEBT	168,554	-	-	0.0%	168,554	50,317	(50,317)
56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		<u>731,928</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>731,928</u>	<u>56,004</u>	<u>(56,004)</u>
CAPITAL OUTLAY								
58000	CAPITAL OUTLAY	-	-	-	0.0%	-	-	-
*** EXPENSE CATEGORY TOTALS ***		<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	<u>-</u>
INTERFUND ACTIVITY								
59010	TRANSFER TO/FROM GENERAL FUND	-	-	-	0.0%	-	31,371	(31,371)
59570	TRANSFER TO FLEET FUND	250	-	-	0.0%	250	-	-
*** EXPENSE CATEGORY TOTALS ***		<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>31,371</u>	<u>(31,371)</u>
*** TOTAL EXPENSE ***		<u>2,094,042</u>	<u>-</u>	<u>25,309</u>	<u>-</u>	<u>2,068,733</u>	<u>-</u>	<u>(433,808)</u>
PROJECTED ENDING FUND BALANCE		<u>\$ 3,752,472</u>		<u>\$ 3,977,787</u>		<u>\$ 4,192,739</u>		



Sales Tax History: Fiscal Years 2022 - 2024

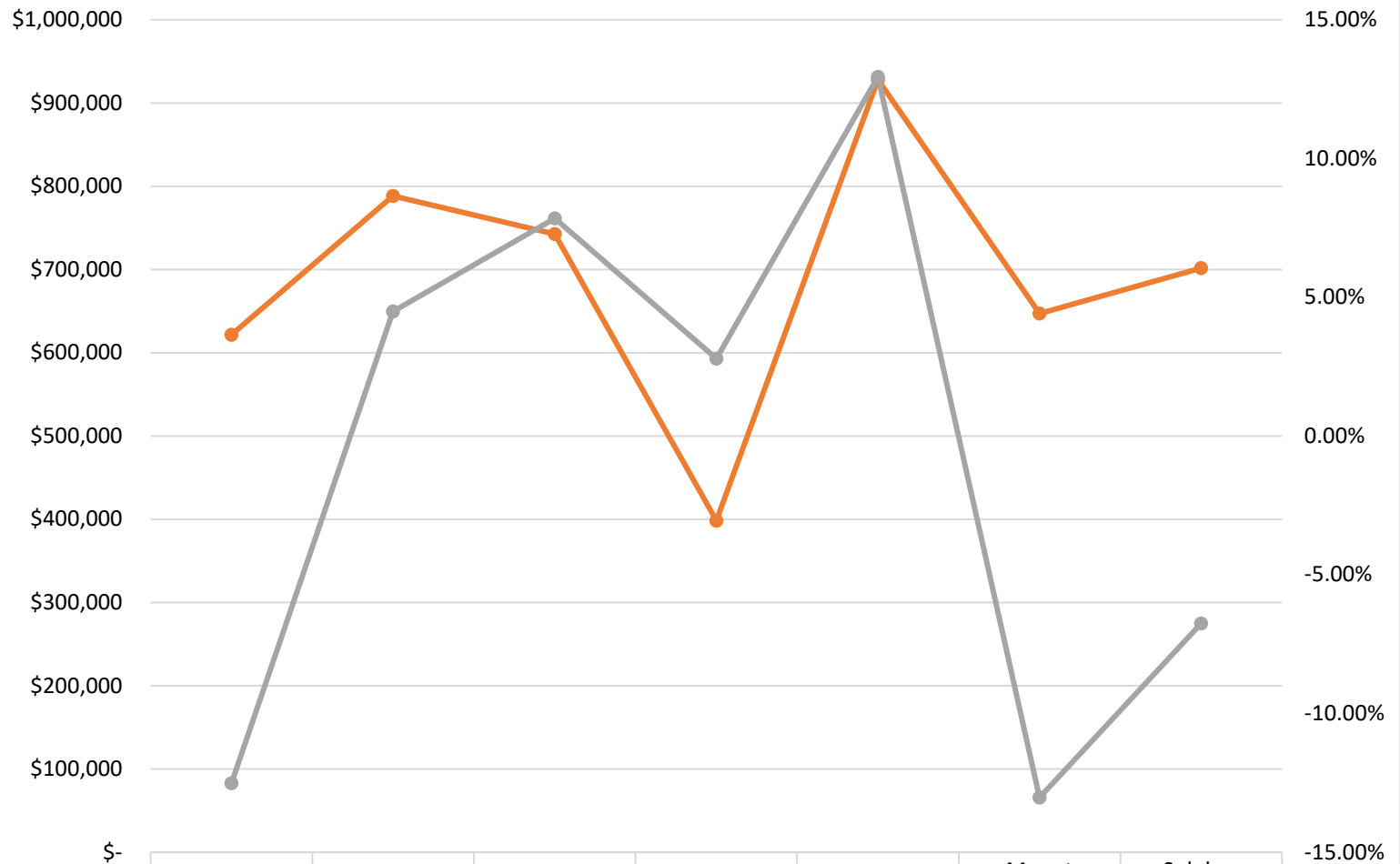
FY 2022					FY 2023					FY 2024				
	CITY	PEDC	TOTAL	CUMULATIVE		CITY	PEDC	TOTAL	CUMULATIVE		CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL		83.33%	16.67%	100.00%	TOTAL		83.33%	16.67%	100.00%	TOTAL
October	\$ 490,870	\$ 98,198	\$ 589,068	\$ 589,068	October	\$ 489,264	\$ 97,876	\$ 587,141	\$ 587,141	October	\$ 462,340	\$ 92,490	\$ 554,831	\$ 554,831
November	525,613	105,148	\$ 630,761	1,219,828	November	\$ 695,073	139,048	\$ 834,121	1,421,262	November	583,576	116,743	\$ 700,320	1,255,151
December	547,046	109,435	\$ 656,481	1,876,309	December	\$ 713,079	142,650	\$ 855,729	2,276,991	December	761,258	152,288	\$ 913,546	2,168,697
January	469,876	93,998	\$ 563,874	2,440,183	January	\$ 488,228	97,669	\$ 585,897	2,862,888	January	489,699	97,963	\$ 587,663	2,756,359
February	421,224	84,265	\$ 505,488	2,945,672	February	\$ 479,957	96,014	\$ 575,972	3,438,860	February	531,445	106,315	\$ 637,760	3,394,119
March	610,594	122,148	\$ 732,743	3,678,414	March	\$ 615,561	123,142	\$ 738,703	4,177,563	March	645,886	129,208	\$ 775,094	4,169,213
April	579,223	115,872	\$ 695,095	4,373,509	April	\$ 491,534	98,330	\$ 589,865	4,767,428	April	544,061	108,838	\$ 652,899	4,822,112
May	1,001,344	200,317	\$ 1,201,661	5,575,170	May	\$ 546,115	109,249	\$ 655,365	5,422,792	May	546,384	109,303	\$ 655,687	5,477,799
June	623,506	124,731	\$ 748,237	6,323,407	June	\$ 647,699	129,571	\$ 777,270	6,200,063	June	609,622	121,954	\$ 731,575	6,209,374
July	524,680	104,961	\$ 629,641	6,953,048	July	\$ 509,983	102,021	\$ 612,004	6,812,067	July	557,769	111,581	\$ 669,349	6,878,723
August	516,734	103,372	\$ 620,106	7,573,154	August	\$ 591,982	118,425	\$ 710,407	7,522,474	August	517,921	103,609	\$ 621,530	7,500,254
September	577,632	115,554	\$ 693,186	8,266,340	September	\$ 581,058	116,239	\$ 697,297	8,219,771	September	666,098	133,252	\$ 799,350	8,299,604
	\$ 6,888,341	\$ 1,377,999	\$ 8,266,340			\$ 6,849,535	\$ 1,370,236	\$ 8,219,771			\$ 6,916,060	\$ 1,383,544	\$ 8,299,604	





Palestine Economic Development Corporation
Financial Statement
As of September 30, 2024

Sales Tax FY 2024 - August - Period 11



	Palestine	Athens	Henderson	Jacksonville	Kilgore	Mount Pleasant	Sulphur Springs
— \$ Sales Tax Received Oct-2024	621,530.48	788,370.08	742,421.75	398,312.69	928,092.18	647,057.33	701,512.68
— % Inc(+) Dec(-) from prior year	-12.51%	4.49%	7.84%	2.79%	12.95%	-13.03%	-6.76%



Palestine Economic Development Corporation Summary of Cash and Investment Activity For the Month Ending: October 31, 2024

	Par Value	Market Value	Ratio Market-to-Book Value
Beginning Balances			
Cash	\$270,932.96	\$ 270,932.96	100.00%
Investments	\$3,488,826.63	\$3,488,826.63	100.00%
Total	3,759,759.59	\$3,759,759.59	100.00%
Activity			
Cash	(\$22,593.91)	(\$22,593.91)	
Investments	(\$53,009.21)	(\$53,009.21)	
Net Accretion & Amortization			
Purchases			
Maturities/Calls			
Changes to Market Value	-	4,228.98	
Net Monthly Activity	(\$75,603.12)	(\$71,374.14)	
Ending Balances			
Cash	\$248,339.05	248,339.05	100.00%
Investments	\$3,435,817.42	\$3,440,046.40	100.12%
Total	\$ 3,684,156.47	\$ 3,688,385.45	100.11%

Palestine Economic Development Corporation Summary of Cash and Investment Activity For the Month Ending: October 31, 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	\$ 248,339		\$ 100.000	1.000%	\$ 248,339	\$ 248,339	\$ 248,339	\$ -	1
N/A	N/A	N/A	TEXSTAR Investment Pool	2,650,059		\$ 100.000	5.290%	\$ 2,650,059	\$ 2,650,059	\$ 2,650,059	-	1
12/23/2022	12/23/2024	9497634P8	Wells Fargo Bank	249,000	4.50%	100.000	4.500%	249,000	249,000	248,385	-	53
7/19/2024	7/21/2025	89841MBG1	Trustone Financial Credit Union	248,000	5.10%	100.000	5.100%	248,000	248,000	248,640	-	263
7/31/2024	7/31/2025	291916AQ7	Empower Fed Credit Union	244,000	5.1	100.000	5.100%	244,000	244,000	244,703		273
Totals/Weighted Average				\$ 3,639,398			4.918%	\$ 3,639,398	\$ 3,639,398	\$ 3,640,125	\$ -	41
Benchmark - 4-Week Coupon Equivalent Treasury Bill Rate							5.370%					

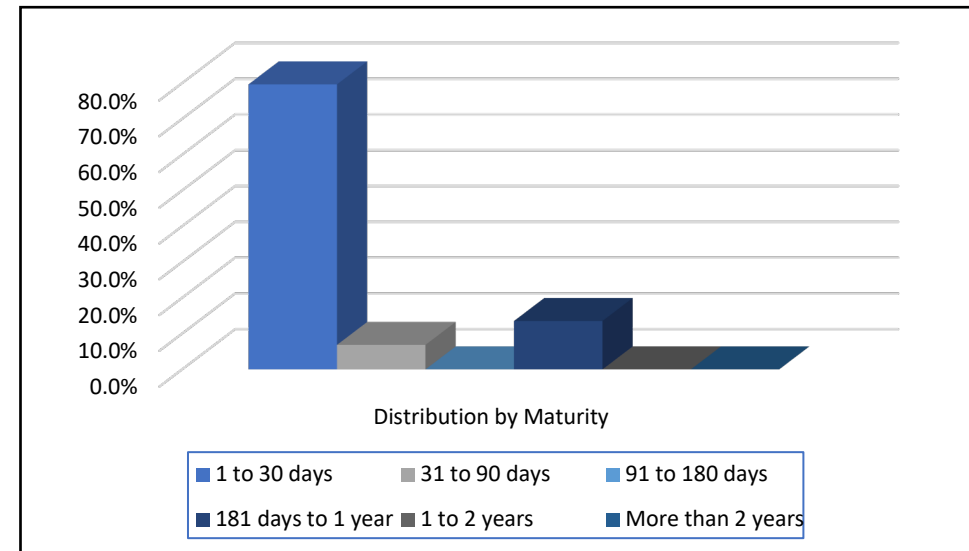
Palestine Economic Development Corporation

Summary of Cash and Investment Activity

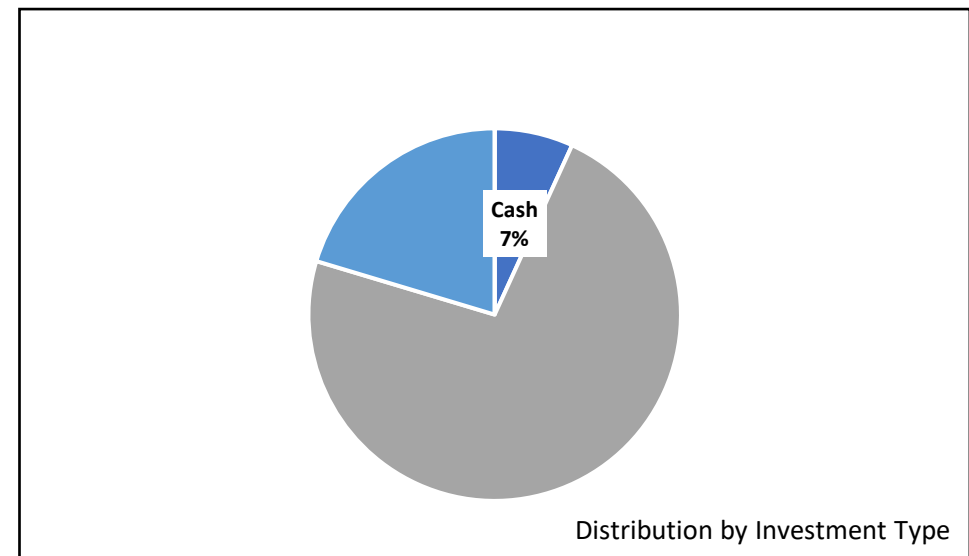
For the Month Ending: October 31, 2024

i

Distribution by Maturity		
	Par Value	Percent
1 to 30 days	\$ 2,898,398	79.6%
31 to 90 days	249,000	6.8%
91 to 180 days		0.0%
181 days to 1 year	492,000	13.5%
1 to 2 years		0.0%
More than 2 years		0.0%
	<u>\$ 3,639,398</u>	<u>100.0%</u>



Distribution by Investment Type		
	Book Value	Percent
Cash	\$ 248,339	6.8%
US Agencies & Instrumentalities	-	0.0%
Eligible Investment Pools	2,650,059	72.8%
Certificates of Deposit	741,000	20.4%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds		0.0%
Repurchase Agreements	-	0.0%
	<u>\$ 3,639,398</u>	<u>100.0%</u>



Palestine Economic Development Corporation
Monthly Interest
For the Month Ending: October 31, 2024

Cash	\$303.85
Investment Pool	\$ 8,597.86
CDs	\$ 3,185.47

Total Monthly Interest	\$12,087.18
-------------------------------	--------------------

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: 11/12/2024

To: Palestine Economic Development Corporation

From: Lisa Bowman, Economic Development Admin

Agenda Item: Consideration and possible action regarding marketing services for digital advertising.

SUMMARY:

Consideration and possible action regarding marketing services for digital advertising.

RECOMMENDED ACTION:

Staff recommends the board consider and take possible action regarding marketing services for digital advertising.

Attachments

Proposal 1

Proposal 2

Proposal 3

ADVERTISING CAMPAIGN OVERVIEW

Date: 10/8/2024

Prepared By: Austin Stitt
Multiview

Prepared For: Will James
Palestine Economic Development
Corporation

Campaign Specifics:

Programmatic Campaign	Price
Volume: <ul style="list-style-type: none">- 1,125,000 Display Impressions- 12-month run	
Services: <ul style="list-style-type: none">- Custom creative design and development- Custom audience targeting optimization- Dedicated Elite service team	
Features: <ul style="list-style-type: none">- Elite targeting strategies package- 24/7 reporting portal access- VisitorView Reporting	
Total	\$18,000 USD

Payment Terms:

- 12 payments of \$1,500
- First payment is due upon receipt; the remaining 11 consecutive monthly payments are due on the 15th day of each month beginning 11/15/2024. However, if Multiview begins serving the campaign prior to 11/15/2024, the payment dates may be adjusted accordingly.
- Payments will be in the form of check.
- The Campaign will be delivered over a 12-month term beginning on a date to be mutually agreed upon by both parties.

The following definitions describe Multiview's key practices as they pertain to the advertising campaign:

Elite Service Team – The primary element to premium service is the Elite Service Team comprised of a dedicated account manager who oversees the campaign and a data analyst who configures targeting parameters and optimizes for optimal performance. The account manager facilitates both the setup and the ongoing communication, such as regular reporting calls to discuss campaign metrics and propose modifications based on campaigns performance. Account Managers are accessible through phone and email during business hours.

Creative Design – Multiview provides in-house ad design and development in conjunction with the campaign. Creative elements are IAB compliant and are approved by client prior to being deployed. Creative element formats include standard, HTML5 animated ads and rich media interactive formats when applicable. Changes to creative may be made as needed throughout campaign.

Audience Targeting and Optimization – We understand that your business is unique; Multiview's data team performs specific industry analysis to custom configure and optimize campaigns. This includes identifying terms and keywords that competitors target to drive site traffic, as well as niche terms within the targeted verticals. Custom-configured audience targeting improves media efficiency and increases ads relevancy. Our team monitors various factors, such as delivery, reach, frequency and efficacy, and performs optimizations regularly.

Elite Targeting Package – Multiview's programmatic advertising suite includes a variety of audience targeting techniques, such as: behavioral, search retargeting, data segments, site retargeting, geo-targeting and location targeting. Each technique offers its own unique advantages, your account team will make tactical recommendations to best suit the campaign objectives.

VisitorView – A feature that attempts to identify site visitors and match them against business registries. For matched traffic, the feature provides a report on the companies that visited your website, contact information of the visiting companies, site behavior of the visitors, visitors' geographic location on a map and more.

We look forward to working with you to help meet your advertising objectives. For questions regarding billing, please contact Multiview's finance department, available at ar@multiview.com. The terms herein are collectively referred to as the "Agreement". Thank you for your business, all sales are final.

Multiview, Inc.

Palestine Economic Development Corporation



**2024-2025 Economic Development Marketing Campaign
Proposal**

prepared for

City of Palestine Texas Economic Development Department



Presented to:
Christophe Trahan
Will James

Presented by:
Kim McDonald

July 2, 2024

Program

Option 1

Print: (1) Full Page Placement

Issues: Q1 2025 Logistics/Energy
Q2 2025 CiCi Award issue/Texas Spotlight

For over 20 years, Trade & Industry Development has served the economic development community by providing a unique targeted approach to marketing. Each issue focuses on different industries and is mailed solely to those audiences! This approach provides for greater market penetration and allows the economic development community to develop messaging that is relevant to those industries. Published quarterly, TID has circulation of 25,000, comprised of C-level Executives, Corporate Real Estate Professionals, and Site Selection Consultants.

Digital:(1) Audience Extension 500,000 Guaranteed Impressions. (Duration: 12 months)

Guaranteed impression retargeting campaign to our audience of subscribers to the magazine, issue promo e-newsletter, and site users of tradeandindustrydev.com. Message would be the same, graphics would change at 6 months. This works across different channels, including Google Ads Network, YouTube, Facebook. The average CTR for this program is currently .60%.

Rich Media (1) Two-week flight (Dates: January 1-15, 2025, TBD)

This interactive digital media is a combination of text, audio, animations, video, and interactive content meant to attract and engage users. It represents a powerful creative opportunity, allowing campaigns to deliver far greater impact to TID's expansive audience. TID's website receives over 18,000 unique monthly views and the average CTR is .72%.

Added Value:

Editorial in each issue

Video (Duration of Run: 12 months)

Videos reside on the home page, video carousel, certain industry, state or regional channels and agency pages on tradeandindustrydev.com. Our site has over 18,000 unique visitors each month. This product averages 3,756 embeds/impression and 2,702 views.

Enhanced Listing (Duration: 12 months)

Includes agency contact information with e-mail & URL links and logo along with enhanced features: 500–750-character description of the organization or venue, social links, video, logo, header/masthead image as well as 4-6 gallery images.

Full Rate:	\$ 31,198
Palestine's Net Rate:	\$ 25,000

Option 2

Print: (1) Half Page Placement

Issues: Q1 2025 Logistics/Energy
Q2 2025 CiCi Award issue/Texas Spotlight

For over 20 years, Trade & Industry Development has served the economic development community by providing a unique targeted approach to marketing. Each issue focuses on different industries and is mailed solely to those audiences! This approach provides for greater market penetration and allows the economic development community to develop messaging that is relevant to those industries. Published quarterly, TID has circulation of 25,000, comprised of C-level Executives, Corporate Real Estate Professionals, and Site Selection Consultants.

Digital:(1) Audience Extension 360,000 Guaranteed Impressions. (Duration: 12 months)

Guaranteed impression retargeting campaign to our audience of subscribers to the magazine, issue promo e-newsletter, and site users of tradeandindustrydev.com. Message would be the same, graphics would change at 6 months. This works across different channels, including Google Ads Network, YouTube, Facebook. The average CTR for this program is currently .60%.

Rich Media (1) Two-week flight (Dates: January 1-15, 2025)

This interactive digital media is a combination of text, audio, animations, video, and interactive content meant to attract and engage users. It represents a powerful creative opportunity, allowing campaigns to deliver far greater impact to TID's expansive audience. TID's website receives over 18,000 unique monthly views and the average CTR is .72%.

Added Value:

Editorial in each issue

Video (Duration of Run: 12 months)

Videos reside on the home page, video carousel, certain industry, state or regional channels and agency pages on tradeandindustrydev.com. Our site has over 18,000 unique visitors each month. This product averages 3,756 embeds/impressions and 2,702 views.

Enhanced Listing (Duration: 12 months)

Includes agency contact information with e-mail & URL links and logo along with enhanced features: 500–750-character description of the organization or venue, social links, video, logo, header/masthead image as well as 4-6 gallery images.

Full Rate:	\$ 25,340
Palestine's Net Rate:	\$ 18,900

Option 3

Print: (2) Full Page Placement

Issues: Q1 2025 Logistics/Energy
Q2 2025 CiCi Award issue/Texas Spotlight

For over 20 years, Trade & Industry Development has served the economic development community by providing a unique targeted approach to marketing. Each issue focuses on different industries and is mailed solely to those audiences! This approach provides for greater market penetration and allows the economic development community to develop messaging that is relevant to those industries. Published quarterly, TID has circulation of 25,000, comprised of C-level Executives, Corporate Real Estate Professionals, and Site Selection Consultants.

Digital:(1) Audience Extension 240,000 Guaranteed Impressions. (Duration: 8 months)

Guaranteed impression retargeting campaign to our audience of subscribers to the magazine, issue promo e-newsletter, and site users of tradeandindustrydev.com. Message would be the same, graphics would change at 6 months. This works across different channels, including Google Ads Network, YouTube, Facebook. The average CTR for this program is currently .60%.

Added Value:

Editorial in each issue

Enhanced Listing (Duration: 12 months)

Includes agency contact information with e-mail & URL links and logo along with enhanced features: 500–750-character description of the organization or venue, social links, video, logo, header/masthead image as well as 4-6 gallery images.

Full Rate:	\$ 18,448
Palestine's Net Rate:	\$ 14,100

AREADEVELOPMENT

HALCYON BUSINESS PUBLICATIONS, INC.
30 Jericho Executive Plaza
Suite 400W
Jericho, New York 11753

from the desk of
Justin Shea
Principal / Media Manager

c.516.322.3545
www.areadevelopment.com
jshea@areadevelopment.com

July 25, 2024

Proposal: Palestine EDC FY25

Halcyon Business Publications, Inc.	
Account contact:	Justin Shea jshea@areadevelopment.com C: 516-322-3545
Creative contact:	Jessica Whitebook jessica@areadevelopment.com 516-338-0900 x205
Billing contact:	Jessica Whitebook

Advertiser / Agency	
Advertiser name:	Palestine Economic Development Corporation
Account contact:	Will James Business Intelligence and Marketing Analyst 903-731-8412 edanalyst@palestine-tx.org
Creative contact:	
Billing contact:	

Area Development Overview

Website reach: 160,000 monthly pageviews / 70,000 unique visitors

Print subscribers: 40,043 qualified circulation (MNI Custom National Premium, D&B Hoovers & Area Development's Proprietary Consultants Lists)

Our dual mission remains direct and unchanged: to provide the best insights and information that ensure success for expanding companies when considering new facility locations and provide our advertisers with an engaged well targeted executive audience of corporate decision makers and their advisors.

Area Development is the leading information provider to c-level executives, corporate real estate executives, site location consultants and business advisors involved in asset management, new plant site selection strategy, corporate expansion, relocation and facility planning decisions. Our ability to reach these decision makers as they gather information during or before the site selection process is unparalleled.

KPIs: CTR (.4% site / .2% programmatic benchmarks); ABM reporting dashboard updated monthly with campaign audience composition by firmographic dimensions (industry, company size, company name) including breakout by conversion. Many clients use this report as a form of lead gen. Benchmarks: ~30% of all traffic can be verified with firmographic details and ~10-20% of all conversions can be verified by company.

AREADEVELOPMENT

HALCYON BUSINESS PUBLICATIONS, INC.
30 Jericho Executive Plaza
Suite 400W
Jericho, New York 11753

from the desk of
Justin Shea
Principal / Media Manager

c.516.322.3545
www.areadevelopment.com
jshea@areadevelopment.com

Area Development Magazine	Size	Placement	Cost
2024 Q4	Full Page / 4C	Workforce	\$6,050
<i>Value-added includes 3-month banner campaign and advertiser "location profile" adjacent to digital version of the Workforce Development content; Print sponsor directory listing; Preferred position within the survey content or another issue feature (themes include Advanced Manufacturing and EVs.)</i>			
2025 Q2	Full Page / 4C	Gold Shovel Awards	\$6,050
<i>Value-added includes 3-month banner campaign and advertiser "location profile" adjacent to digital version of the Gold Shovel Economic Development Awards content if Texas places; Print sponsor directory listing; Preferred position within the Gold Shovel content or another section.</i>			

AreaDevelopment.com	Start Date	Term / Ad Size	Total Impressions	Cost
Areadevelopment.com Premium Sponsorship	10/1/2024	9 Months / 3 Flights	100,000	Value-added
<i>Run-of-site Page takeovers, heavy homepage channel rotation.</i>				
Audience Extension Program	10/1/2024	9 Months / 3 Flights	900,000	\$13,050
<p><i>Fully managed programmatic campaign re-targeting Area Development users and high composition cloned audience across whitelist of contextual business information and news sites.</i></p> <p><i>ABM Reporting dashboard updated monthly includes: viewability, device, publisher, date, firmographic and account verification (company name) dimensions, and metrics.</i></p> <p><i>One tactic targeting area development audience plus target industry by intent / deterministic data (Area Development audience model + Bombora/DnB) may be deployed at any given time in addition to the general audience extension tactic.</i></p>				



Agenda Date: 11/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consideration and possible action regarding an amendment of the Perf. Agreement for Mabrico Phil Johnson d/b/a Dogwood Embroidery.

SUMMARY:

Consideration and possible action regarding an amendment of the Perf. Agreement for Mabrico Phil Johnson d/b/a Dogwood Embroidery.

RECOMMENDED ACTION:

Staff recommends the board consider and take possible action regarding an amendment of the Perf. Agreement for Mabrico Phil Johnson d/b/a Dogwood Embroidery.

Attachments

Dogwood Embroidery Amendment

FIRST AMENDMENT TO DOWNTOWN GRANT PERFORMANCE AGREEMENT

THIS FIRST AMENDMENT TO DOWNTOWN GRANT PERFORMANCE AGREEMENT ("First Amendment") is made effective the 12th day of November 2024, ("Effective Date") by and among Palestine Economic Development Corporation, a Texas non-profit Type B economic development corporation ("PEDC"), and Mabrico Phil Johnson, sole proprietor d/b/a Dogwood Embroidery ("Mr. Johnson"). The PEDC, and Mr. Johnson may be referred to herein as the "Parties" and, each separately, as a "Party."

RECITALS

A. The Parties entered into that certain Downtown Grant Performance Incentive Agreement executed by PEDC on April 1, 2024 ("Performance Agreement"), which is incorporated herein by reference.

B. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meanings as defined in the Performance Agreement.

C. Mr. Johnson has requested a sixty (60) day extension to the requirement in the Performance Agreement that he will secure completion of all the improvements, including 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, before December 12, 2024.

D. Mr. Johnson understands that payment of the remaining 50% of his total grant award will not be made until a finding of completion of all improvements is made by the PEDC board of directors.

E. The Parties wish to modify the Performance Agreement to extend the deadline 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 shall still be met; therefore, the extension of deadlines is 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 1.4 of the Performance Agreement is amended as follows:

APPLICANT shall secure completion of the improvements in compliance with its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before February 11, 2025.

IN WITNESS WHEREOF, the Parties hereto have caused this First 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: President

Dogwood Embroidery

By: _____
Name: Mabrico Phil Johnson
Its: Sole Proprietor

This is the signature page to that certain First Amendment to Performance Agreement effective November 12, 2024.



Agenda Date: 11/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consideration and possible action regarding an Easement Agreement between PEDC and Stewart & Jane Kenderdine.

SUMMARY:

Consideration and possible action regarding an Easement Agreement between PEDC and Stewart & Jane Kenderdine.

RECOMMENDED ACTION:

Staff recommends the board consider and take possible action regarding an Easement Agreement between PEDC and Stewart & Jane Kenderdine.

Attachments

Easement Agreement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT FOR ACCESS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ANDERSON §

Date: _____

Grantor: PALESTINE ECONOMIC DEVELOPMENT CORPORATION

Grantor's Mailing Address: 100 Willow Creek Parkway, Suite A, Palestine, Texas 75801

Grantee: Stewart M. Kenderdine and Jane Kenderdine

Grantee's Mailing Address: 6732 Medinah Drive, Fort Worth, Texas 76132

Dominant Estate Property: That certain 5.465 acre tract of land in Anderson County, Texas, in the William S. McDonald Survey, Abstract 43, being a portion of that same tract called 7.225 acres in a deed from Raymond W. Henderson, Jr., at al to Stewart M. Kenderdine, et ux dated April 20, 2001, recorded in Volume 1667, Page 392 of the Anderson County Official Public Records owned by Stewart M. Kenderdine and Jane Kenderdine located directly to the south of and adjacent to the Easement Property and commonly known as 2380 FM 322, Palestine, Texas 75801.

Easement Property: That certain 1.760 acre tract of land in Anderson County, Texas, in the William S. McDonald Survey, Abstract 43, being a portion of that same tract called 7.225 acres in a deed from Raymond W. Henderson, Jr., at al to Stewart M. Kenderdine, et ux dated April 20, 2001, recorded in Volume 1667, Page 392 of the Anderson County Official Public Records and being more particularly described by metes and bounds and by survey map attached hereto as Exhibit A.

Easement Purpose: For a roadway to provide free and uninterrupted vehicular ingress to and egress from FM 322 to the Dominant Estate Property.

Consideration: The sum of Ten Dollars (\$10.00) and other good and valuable consideration, as provided herein, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: Grantor reserves for itself and its successors and assigns the right

to use all or part of the Easement Property in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as this conveyance is subject to the terms of this Agreement.

Exceptions to Warranty: None.

GRANT OF EASEMENT: Grantor, for the Consideration, grants, sells, and conveys to Grantee and Grantee's successors and assigns a nonexclusive easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this Agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of the Grantee and Grantee's successors and assigns (as applicable, the "Holder").
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by the Holder for the Easement Purposes.
4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of the Holder. The Holder has the right to eliminate any encroachments into the Easement Property. The Holder must maintain the Easement Property in a neat and clean condition. The Holder may construct, install, maintain, replace, and remove a roadway across any portion of the Easement Property. The Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, and remove the roadway, subject to the replacement of the fences to their original condition upon completion of the work involving the roadway.

In consideration of the Easement rights contained herein, the Holder shall regularly maintain the Easement Property at the Holder's sole expense, which shall include mowing the Easement Property at least once per month.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining order and injunction (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions may be obtained on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
6. *Attorney's Fees.* If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
7. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors and assigns.
8. *Choice of Law.* This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Anderson County, Texas.
9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
10. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.
12. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent of the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
13. *Notices.* Any notice required or permitted under this Agreement must be in writing

and delivered to the addresses below. Any such notice will be deemed delivered (whether actually received) when deposited with the US Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when received. Any change of address for notice may be given by written notice as provided in this section.

Palestine Economic Development Corporation
Director of Economic Development
100 Willow Creek
Parkway, Suite A
Palestine, Texas 75801

Stewart M. Kenderdine and
Jane Kenderdine
6732 Medinah Drive
Fort Worth, Texas 76132

14. *Recitals.* The parties represent that all recitals in this Agreement are accurate and are incorporated by reference into this Agreement.
15. *Time.* Time is of the essence for this Agreement. Unless otherwise specified, all references to “days” mean calendar days. “Business days” exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

GRANTOR:
PALESTINE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Dan Bochsler, President

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned, on this day personally appeared DAN BOCHSLER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas

[S E A L]

GRANTEE/HOLDER:
Stewart M. Kenderdine and Jane Kenderdine

By: _____ Stewart M. Kenderdine

By: _____ Jane Kenderdine

EXHIBIT A

Legal Description of Easement Property



Agenda Date: 11/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Review monthly Director's Report.

SUMMARY:

Review monthly Director's Report.

RECOMMENDED ACTION:

Staff recommends the board review the monthly Director's Report.



Agenda Date: 11/12/2024
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Review monthly Marketing Analyst Report.

SUMMARY:

Review monthly Marketing Analyst Report.

RECOMMENDED ACTION:

Staff recommends the board review the monthly Marketing Analyst Report.

Attachments

Marketing Report



Marketing Activities - October/November 2024

Mktg Analyst Will James

- Initiated discussions and conducted in-depth research on Multiview's digital advertising campaign offerings, assessing their potential for increasing our online visibility.
- Organized and sent invitations for the upcoming Lender's Roundtable on November 20th, inviting local banks to connect with experts from the SBDC, SBA, and USDA. The event will cover resources for loan package preparation, SBA program eligibility and processes, SBA 504 loan structures, and USDA Business & Industry Loans, aiming to equip local lenders with tools to better support small businesses.
- Collaborated with TVCC to develop an article spotlighting the new automation program, aimed at boosting local workforce skills and addressing industry demand. This initiative helps increase program visibility, encouraging future enrollment and strengthening partnerships with local businesses in need of automation expertise.
- Coordinated with a videographer to capture test footage and quality-of-life footage during the HOT Pepper Festival, showcasing local culture and community spirit. The footage will be featured on the EDC website to highlight Palestine's quality of life and enhance its appeal to potential residents and businesses.






Marketing Activities - October/November 2024

Mktg Analytics

- Facebook Boosted Post Results for Automation Training Article


Recent Ads


 Active

...

View results

Link clicks
Trinity Valley Community College has developed an automa...



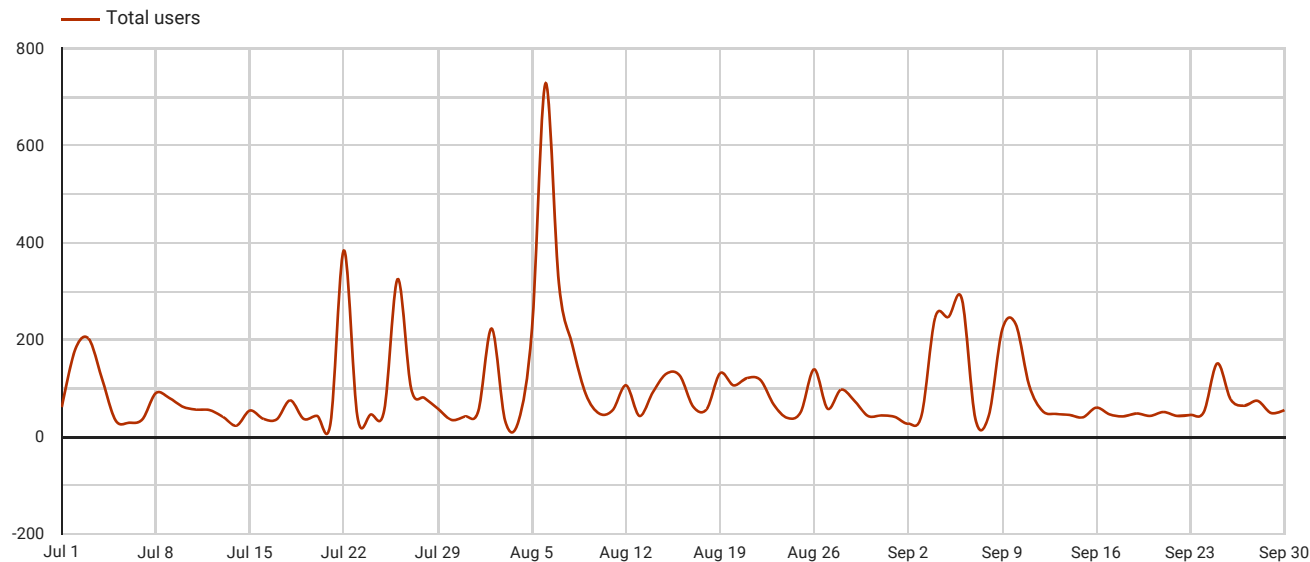
3,808 Reach	129 Link clicks	\$36.96 Spent of \$50.00 
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Google Analytics Audience Overview

Jul 1, 2024 - Sep 30, 2024

Your audience at a glance!



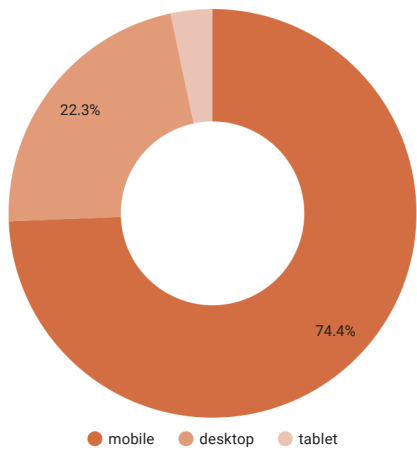
Total users	8,307 (5,967)
New users	8,153 (5,929)
Sessions	9,432 (6,805)
Sessions per user	1.14
Engagement rate	47.61%
Views	17,047
Engaged sessions	4,491



Total users 1 • ● 5,540

	Country	Total users ▾
1.	United States	5,476
2.	India	740
3.	Indonesia	185
4.	Egypt	180
5.	Philippines	113
6.	Pakistan	88
7.	Vietnam	69
8.	Algeria	63
9.	Ireland	56
10.	Venezuela	55

What device are people using?

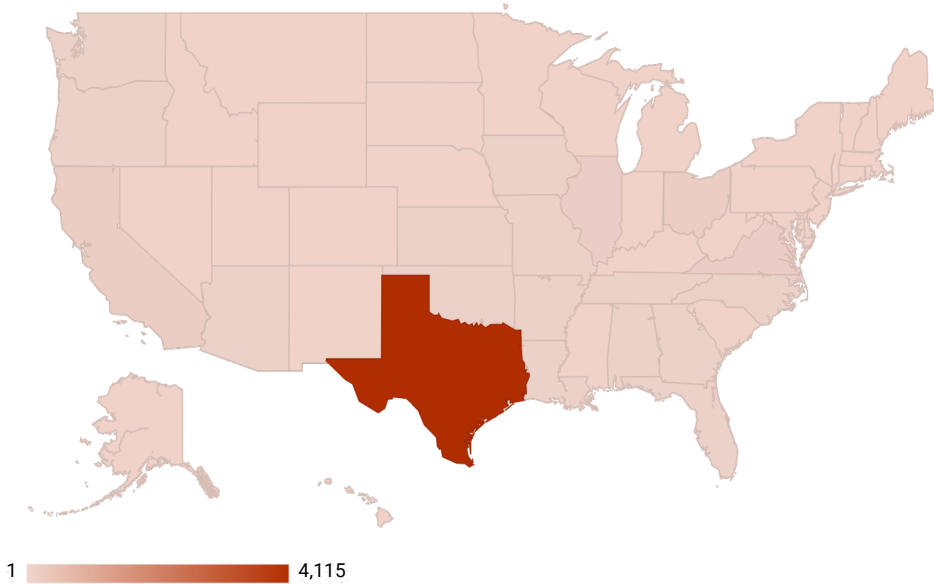


	Device category	Total users
1.	desktop	1,856
2.	mobile	6,189
3.	tablet	276

Google Analytics Audience Overview

Let's learn a bit more about your users!

USA Audience



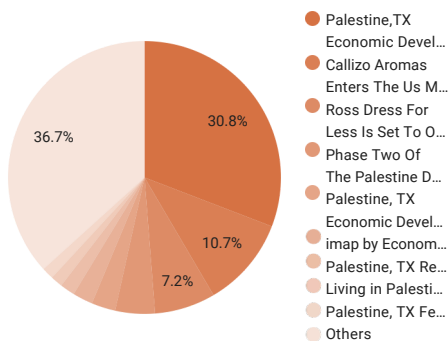
Higher Traffic - States (globally)

	Region	Total users ▾
1.	Texas	4,115
2.	California	111
3.	Ohio	104
4.	Virginia	91
5.	Illinois	89
6.	New York	87
7.	Iowa	81
8.	Florida	65
9.	Washington	56
10.	Arizona	55

Higher Traffic - Cities (globally)

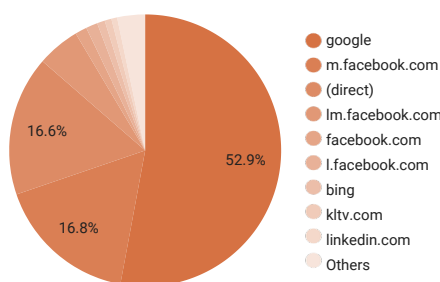
	City	Total users ▾
1.	Dallas	1,652
2.	Palestine	937
3.	Houston	243
4.	Tyler	101
5.	Columbus	86
6.	New York	74
7.	Fort Worth	61
8.	Austin	51
9.	Chicago	48
10.	Athens	44

Higher Traffic - Pages



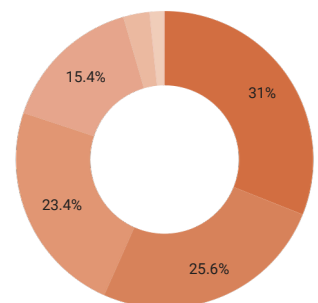
	Page title	Total users...	Views
1.	Palestine, TX Economic Development	3,228	4,305
2.	Callizo Aromas Enters The Us Market With A New Facility In Palestine Texas	1,295	1,496
3.	Ross Dress For Less Is Set To Open In Palestine Texas In October 2024	815	1,007
4.	Phase Two Of The Palestine Downtown Revitalization Project Will Update Streets Sidewalks And Utilities	605	655
5.	Palestine, TX Economic Development News	313	398
6.	imap by Economic Gateway	262	334
7.	Palestine, TX Recreation	192	246
8.	Palestine, TX Festivals & Events	167	196
9.	Baze Chemical	156	156

Acquisition Sources



	First user source	Total users ▾
1.	google	4,384
2.	m.facebook.com	1,395
3.	(direct)	1,377
4.	lm.facebook.com	421
5.	facebook.com	116
6.	l.facebook.com	115
7.	bing	77
8.	kltv.com	67
9.	linkedin.com	57
10.	urlumbrella.com	43

Traffic Type



	Session default c...	Total users ▾
1.	Organic Search	2,591
2.	Organic Social	2,138
3.	Paid Search	1,955
4.	Direct	1,288
5.	Referral	238