

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



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

NOTICE OF MEETING
ECONOMIC DEVELOPMENT CORPORATION
February 11, 2025
10:00 A.M.
PEDC Office
100 Willow Creek Pkwy, Suite A
Palestine, TX

Zoom Link:

<https://us06web.zoom.us/j/84066329962?pwd=zOrtp7JbG0bj7lXzu1jaOpACZjgXYN.1>

Meeting ID: 840 6632 9962

Passcode: 808675

One tap mobile

+13462487799,,84066329962#,,,,*808675# US

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

Follow us live at: facebook.com/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. DIRECTOR'S REPORT

1. Review monthly Director's Report.

- Strategic Plan Activity
- Retail Sector Data
- Workforce Data
- Development Services Report
- All Other Economic Development Activities

2. Review monthly Marketing Analyst Report.

- Monthly Marketing Activities
- Monthly Marketing Analytics
- All Other Marketing Activities

G. **DISCUSSION AND ACTION ITEMS**

1. Consider approval of the PEDC Minutes from January 14, 2025.
2. Consider approval of the January 2025 Financial Report.
3. Presentation regarding a Downtown Grant Application & Perf. Agreement with Bill Byers for the property located at 104 W. Crawford St.
4. Presentation regarding a Community Development Grant application and Performance Agreement with the Dogwood Arts Council, Inc.
5. Discussion and possible action regarding CD investment options for PEDC.
6. Discussion and possible action regarding the Palestine EDC Downtown Grant Program Guidelines.
7. Discussion and possible action regarding the First Amendment to the Performance Agreement with Callizo Aromas, LLC.
8. Discussion and possible action regarding a Second Amendment to the Performance Agreement with Texas Futura LLC and Lonestar Oil Tech LLC.
9. Discussion and possible action regarding an LOI for the renewal of the leasing agreement between PEDC and International Tutoring Services, LLC (GENTIVA Hospice).
10. Consideration and possible action regarding Resolution R-1-25, a resolution of the PEDC declaring a project of the PEDC offering an economic development grant to incentivize Pearl Gymnastics Center, LLC. to commence its business operations in the City by granting certain economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds, in exchange for the creation of jobs and a capital investment within the city limits of the City of Palestine; authorizing the execution of a nonbinding letter of intent; setting a public hearing; and authorizing and directing staff to publish notice of the same.

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 negotiation or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.
 - a.) Bill Byers
 - b.) Dogwood Arts Council, Inc.
 - c.) Meals on Wheels of Palestine, Inc., d/b/a Tri-County Meals on Wheels
 - d.) Palestine Mall Redevelopment, LLC.

I. **RECONVENE IN REGULAR SESSION**

J. **TAKE ANY NECESSARY ACTION REGARDING CLOSED SESSION ITEMS**

1. Take any necessary action regarding a Downtown Grant Application & Perf. Agreement with Bill Byers for the property located at 104 W. Crawford.
2. Take any necessary action regarding the Com. Dev. Grant Application and Perf. Agreement with Dogwood Arts Council, LLC.
3. Take any necessary action regarding the Com. Dev. Grant application and Perf. Agreement with Meals on Wheels of Palestine, Inc., d/b/a Tri-County Meals on Wheels.
4. Take any necessary action regarding the Performance Agreement with Palestine Mall Redevelopment, LLC.

K. **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, February 7, 2025, at 4:35 p.m.**



Lisa Bowman, EDC Admin. Assistant

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) PERSONS IN NEED OF SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, CONTACT THE CITY SECRETARY'S OFFICE VIA EMAIL AT citysecretary@palestine-tx.org or 903-731-8414.



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Review monthly Director's Report.

SUMMARY:

Review monthly Director's Report.

- Strategic Plan Activity
- Retail Sector Data
- Workforce Data
- Development Services Report
- All Other Economic Development Activities

RECOMMENDED ACTION:

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



Economic Development Activities- January/February 2025

Business Retention & Expansion

- Conducted a BRE visit with LS Tractor on 2/5. LS is currently in full compliance with its economic incentive agreements and has grown beyond its initial investment with both pending and completed site expansions, wage increases, and product line diversification.
- Attended the first quarterly meeting of the Workforce Advisory Council of Anderson County on 1/16.

New & Small Business Development

- Met with SBDC & ETCOG on 1/16 to discuss potential partnership for administration of a Revolving Loan Fund program in Anderson County.
- Assisted two local entrepreneurs with zoning questions & connections with SBDC.
- Met with Rabb Ward with the Rabb Construction Company & assisted with site selection for a retail prospect on 1/16.

Targeted Marketing & Attraction

- Presented & secured city council approval of interlocal agreement to develop Industrial Rail Park on 2/10.
- Met with Roderick Riley on 2/6 to visit commercial properties owned by Mr. Riley, discuss assistance with site selection, & collect information for promotion of sites on EDC website.

Incentives/Infrastructure & Quality of Life

- Attended the ribbon cutting of the new Trinity Valley Community College – Palestine TDCJ Training Facility on 1/23.
- Drafted Community Development Grant agreement for improvements to the City's Farmers Market Pavilion.
- Final drafting & negotiation of incentives for Palestine Mall project.

Prospects

PEDC January leads: 3

No. of Projects by Industry

1 Retail

1 Recreation

1 Data Mining

Source of Leads:

3 Direct

No. of open leads

14

Strategic Plan – Activity Chart

| Strategic Plan 2024 - 2027 | | | | | | | Palestine EDC | | | | | | | | | | | | |
|--|-----------|--|--|--|--|--|----------------------|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Project start date: | 01-Oct-24 | | | | | | | | | | | | | | | | | | |
| | Legend: | | | | | | Completed Activities | | | | | | | | | | | | |
| | | | | | | | New Activities | | | | | | | | | | | | |
| | | | | | | | 2024 | | | 2025 | | | | | | | | | |
| GOALS | | | | | | | | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| Design business retention and expansion contact program | | | | | | | | | 2 | 3 | | 1 | | | | | | | |
| Create Business Education Advisory Council and Workforce Advisory Board | | | | | | | | | 1 | 2 | 1/2 | | | | | | | | |
| Identify emerging high demand career pathways | | | | | | | | | | | 1 | 1 | | | | | | | |
| Work with TVCC, UT Tyler, the SBDC, Greater Texas Capital Corporation, and SCORE to provide services to new and small businesses | | | | | | | | 2 | 2 | 1 | 2 | | | | | | | | |
| Determine feasibility of creating a Revolving Loan Fund Program (RLF) | | | | | | | | | 2 | 1 | 2 | | | | | | | | |
| Create incubator/makerspace and co-workspace | | | | | | | | | 1 | | | | | | | | | | |
| Promote Palestine/Anderson County as an SBA HUB Zone | | | | | | | | | 1 | | | | | | | | | | |
| Design marketing materials that create a brand for Palestine as a business/education destination | | | | | | | | 1 | 1 | 1 | | 1 | | | | | | | |
| Update website, community profile, available sites and buildings, workforce/education | | | | | | | | | 1 | 1 | | 1 | | | | | | | |
| Support the development of a large-scale conference/meeting space within the City of Palestine | | | | | | | | | 1 | 2 | | | | | | | | | |
| Complete the development of the rail-served 333-acre Industrial Park | | | | | | | | 2 | 2 | 5 | 2 | | | | | | | | |
| Assess the feasibility of an airport/NASA-Columbia business park/Education District | | | | | | | | | | | | | | | | | | | |
| Work with NASA-Columbia to attract suppliers and vendors | | | | | | | | | | | | | | | | | | | |
| Market Palestine as a retirement and military/veteran friendly community. | | | | | | | | | | | | | | | | | | | |
| Determine feasibility of creating a FAME (Federation of Advanced Manufacturing Education) curriculum to support advanced manufacturing. | | | | | | | | | | | | | | | | | | | |
| Support UT Tyler/Palestine and TVCC local and regional initiatives. | | | | | | | | | 2 | 2 | 3 | | | | | | | | |
| Expand/upgrade broadband infrastructure/technology | | | | | | | | | | | | | | | | | | | |
| Create incentives to attract skilled workers. | | | | | | | | | | | | | | | | | | | |
| Create Promise scholarships for two- and four- year schools | | | | | | | | | | | | | | | | | | | |
| Support tourists/visitors, special events, and festivals | | | | | | | | 2 | | 1 | | | | | | | | | |
| Secure State of Texas certifications for tourism, film, music, and digital media | | | | | | | | | | | | | | | | | | | |
| Organize local builders to provide affordable apartments/housing and new subdivisions/neighborhoods using local, state, and federal incentives | | | | | | | | | | 4 | | 1 | | | | | | | |
| Support incentives to repurpose old, underutilized residential and commercial buildings in Palestine | | | | | | | | 2 | 1 | 2 | 2 | 3 | | | | | | | |
| Expand healthcare services | | | | | | | | | | | | | | | | | | | |
| Support the City of Palestine, Anderson County, and TxDOT to upgrade roads and streets | | | | | | | | | | | | | | | | | | | |
| Update/expand local parks and recreational facilities | | | | | | | | | 1 | 2 | | 2 | | | | | | | |
| Extend utility infrastructure to WNW Loop | | | | | | | | | | | | 1 | 1 | | | | | | |
| Support efforts to extend/widen airport runways and upgrade technology | | | | | | | | | | | | 1 | 2 | | | | | | |
| Preserve and repurpose historic buildings | | | | | | | | 4 | 5 | 5 | 4/1 | 1 | | | | | | | |
| Promote and capitalize on federal Opportunity Zones located in Palestine and Anderson County | | | | | | | | | | | | 2 | | | | | | | |

Economic Climate

➤ Retail Sector

- ❖ Sales Tax data for February 2025 will become available after February 14 and will be included with next month's report.

➤ Workforce Data

Unemployment Rates in Anderson & Index Counties – December 2024:

Anderson County – 3.3%

State of Texas – 3.7%

Henderson County – 3.5%

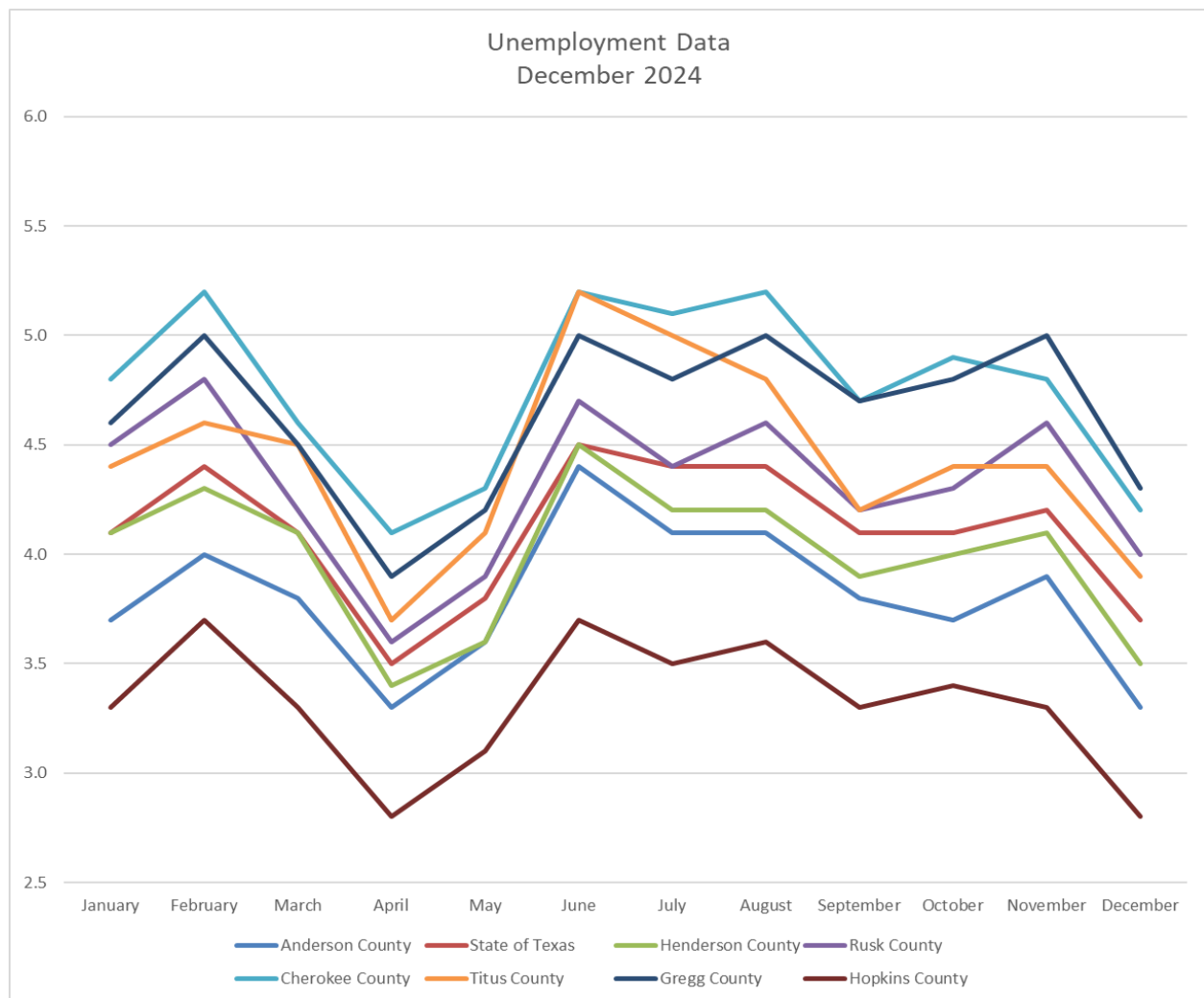
Rusk County – 4.0%

Cherokee County – 4.2%

Titus County – 3.9%

Gregg County – 4.3%

Hopkins County – 2.8%





Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Review monthly Marketing Analyst Report.

SUMMARY:

Review monthly Marketing Analyst Report.

- Monthly Marketing Activities
- Monthly Marketing Analytics
- All Other Marketing Activities

RECOMMENDED ACTION:

Staff recommends the board review the monthly Marketing Analyst Report.

Attachments

Marketing Report



Marketing Activities - January/February 2025

Mktg Analyst Will James

- Developed comprehensive investor packets highlighting Palestine's strengths as a prime location for business growth and investment.
- Led the organization and coordination of the inaugural Anderson County Workforce Development Council meeting, which saw strong attendance from key education leaders and stakeholders.
- Partnered with the Chamber of Commerce to develop the Palestine EDC "About Us" page for this year's Chamber Magazine, enhancing visibility and outreach.
- Facilitated a strategic video production planning meeting, gathering input on high-impact locations to showcase Palestine in the upcoming promotional video.



Why Palestine?

PALESTINE'S ENVIABLE TRANSPORTATION INFRASTRUCTURE, DIVERSE AND LOW-COST LABOR FORCE, EDUCATIONAL INSTITUTIONS, HIGH QUALITY OF LIFE, AND LOWER COST OF LIVING COLLECTIVELY MAKE IT AN IDEAL LOCATION FOR BUSINESSES OF ALL SIZES.

- **Transportation Infrastructure:** Palestine has invested in its transportation infrastructure, which includes roads, railroads, and an airport. This facilitates the movement of goods and people, reducing logistical costs and enhancing connectivity with regional and global markets. Improved infrastructure also attracts businesses seeking efficient transportation networks.
- **Labor Force:** Palestine boasts a diverse and low-cost labor force. This diversity brings a range of skills and expertise to the table, while the comparatively lower labor costs make operations more cost-effective for businesses. Moreover, the presence of a skilled workforce enhances productivity and innovation potential.
- **Educational Institutions:** Trinity Valley Community College is an amazing local partner, offering customizable workforce training tailored to business needs. Their new Automation Program, launching here, is a game-changer for building a highly skilled workforce ready for the future. TVCC's commitment to collaboration and innovation makes them a vital resource for local industries looking to grow and thrive.
- **Quality of Life:** Palestine offers a high quality of life, which is attractive to both employees and employers. Factors such as healthcare, safety, recreational facilities, and cultural amenities contribute to employee satisfaction and overall well-being. A positive work-life balance can enhance productivity and employee retention.
- **Cost of Living:** A lower cost of living compared to other locations can benefit both businesses and employees. Lower living expenses mean businesses can offer competitive salaries while maintaining affordability. Employees, on the other hand, can enjoy a higher standard of living with their earnings, contributing to overall satisfaction and retention.



Board of Directors

| | | | |
|--------------------------|--------------------------------|--------------------------------------|-----------------------------|
| | | | |
| Dan Buchner President | Kim Willmott Vice President | Charles Drene Secretary/Treasurer | Joseph Thompson Director |
| | | | |
| Steve Pater Director | Fredrick Hightight Director | Brian Williams Director | |

About Us

The Palestine Economic Development Corporation (PEDC) operates as a Type B Texas economic development entity established under the Development Corporation Act of 1976. Our division relies on funding derived from a 1-cent sales tax revenue. Our core mission is to promote and facilitate responsible economic growth.

PEDC is responsible for economic development, business recruitment, retention, and expansion within the city. The PEDC Board, constituted by state law and appointed by the Mayor and City Council, serves as the governing body providing policy direction for economic development initiatives in Palestine, Texas.

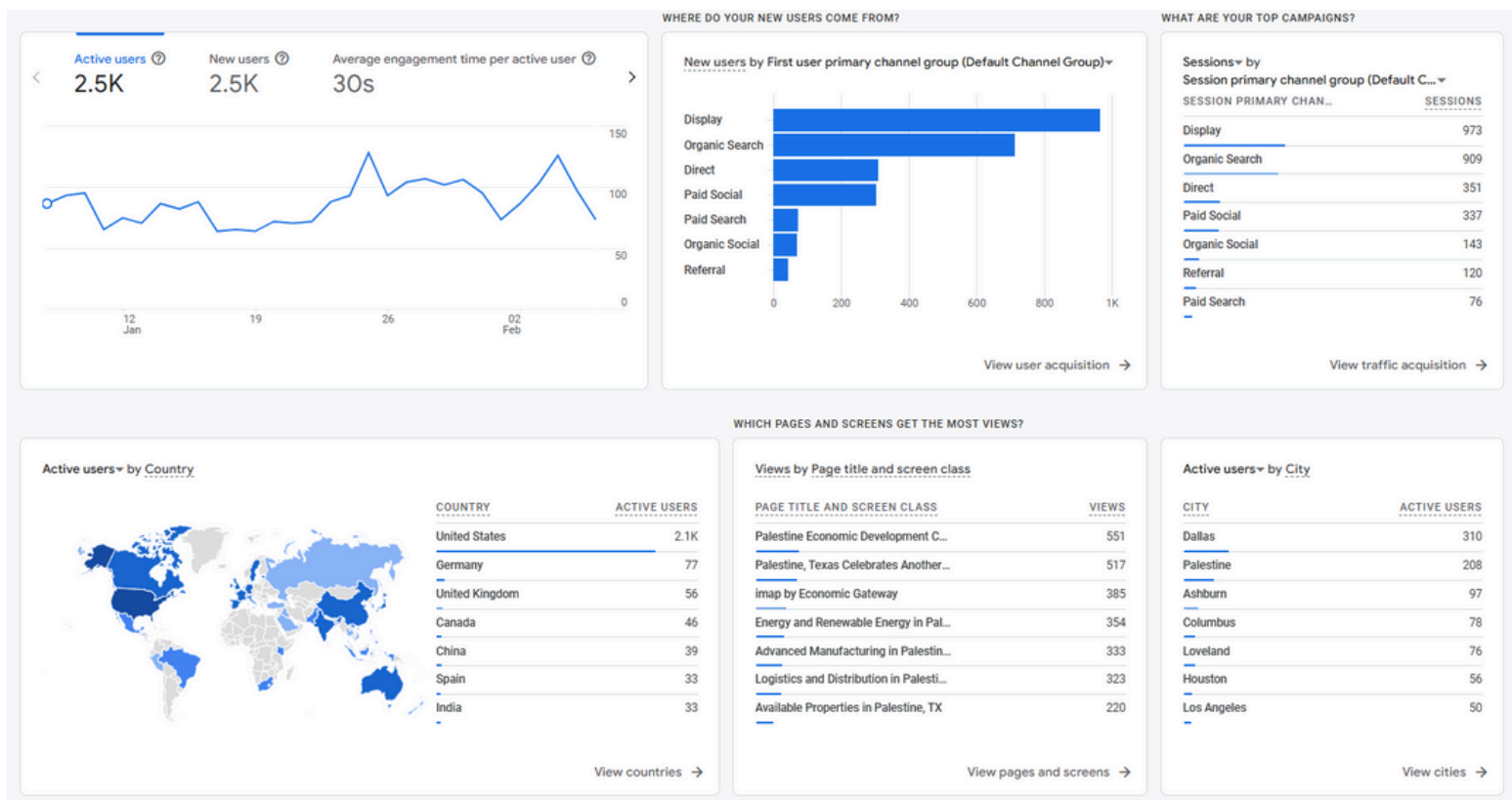
Contact:
803-729-4000



Marketing Activities - January/February 2025

Mktg Analytics

- The website attracted 2,500 unique users over the past 30 days.
- The year-end news article emerged as the second most visited page on the site, following the homepage.
- Dallas led as the top city for user traffic.





Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consider approval of the PEDC Minutes from January 14, 2025.

SUMMARY:

Consider approval of the PEDC Minutes from January 14, 2025.

RECOMMENDED ACTION:

Staff recommends the board approve the PEDC Minutes from January 14, 2025.

Attachments

PEDC Minutes 1.14.25

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, January 14, 2025, at 10:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: President Dan Bochsler; Vice President Kim Willmott; Secretary/Treasurer Charles Drane; Directors: Veer Patel, Firouz Haghighi, Joseph Thompson, and Ernest Williams.

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

Others Present: City Manager Teresa Herrera, City Finance Director Andrew Sibai, Lilly Duncan, Hugh Summers, Seth Blood, and Kevin Fuhr (via zoom).

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.

D. CONFLICT OF INTEREST DISCLOSURES

There were none.

E. ITEMS FROM BOARD

President Bochsler introduced the new member of the PEDC Board, Ernest Williams.

F. DIRECTOR'S REPORT

1. Review monthly Director's Report.

- Strategic Plan Activity
- Retail Sector Data
- Workforce Data
- ETEX Revenue Share Report
- All Other Director Activities

2. Review monthly Marketing Analyst Report.

- Advertising campaign with Multiview has begun
- Hosting Anderson County Workforce Development Council
- Change of services/rate with Golden Shovel Agency

G. DISCUSSION AND ACTION ITEMS

1. Presentation regarding Downtown Grant Applications & Perf. Agreements:

- a.) Lilly Duncan
- b.) Seth Blood
- c.) A. Hugh Summers
- d.) Kevin Fuhr for Link Bratton Building, LLC. & Palestine Event Center, LLC.

Presentations were made to the Board regarding Downtown Grant Applications from Lilly Duncan, Seth Blood, Hugh Summers, and Kevin Fuhr.

2. Consider approval of PEDC Minutes from December 10, 2024.

Motion by Director Thompspon, seconded by Director Haghighi to approve the item as presented. Upon vote, the motion carried unanimously 7-0.

3. Consider approval of the December 2024 Financial Report.

Motion by Director Thompson, seconded by Secretary/Treasurer Drane to approve the item as presented. Upon vote, the motion carried unanimously 7-0.

4. Discussion and possible action regarding the Downtown Gant Perf. Agreement with Mabrico Phil Johnson, sole proprietor d/b/a Dogwood Embroidery.

Motion by Director Thompson, seconded by Vice President Willmott to approve the final payment to Mabrico Phil Johnson, sole proprietor d/b/a Dogwood Embroidery for work completed under their Grant Performance Agreement. Upon vote, the motion carried unanimously 7-0.

5. Discussion and possible action regarding the Downtown Grant Perf. Agreement with Thorough Food Company, LLC.

Motion by Director Thompson, seconded by Director Patel to approve the final payment to Thorough Food Company, LLC. for work completed under their Grant Performance Agreement. Upon vote, the motion carried unanimously 7-0.

6. Consideration and possible action regarding an amendment of the Downtown Grant Perf. Agreement for Palestine Community Theater, Inc.

Motion by Director Thompson, seconded by Director Patel to approve the item as presented. Upon vote, the motion carried unanimously 7-0.

7. Consideration and possible action regarding an Interlocal Agreement with the Texas State Railroad Authority.

Motion by Director Thompson, seconded by Director Haghighi to approve the item as presented. Upon vote, the motion carried unanimously 7-0.

H. PUBLIC HEARINGS

1. Public Hearing to receive public comments regarding PEDC offering economic development grants to incentivize community development.

- a.) Open Public Hearing – President Bochsler opened the public hearing at 11:09 a.m.
- b.) Receive Public Comments – There were none.
- c.) Close Public Hearing - President Bochsler closed the public hearing at 11:10 a.m.

2. Public Hearing to receive public comments regarding PEDC offering an economic development grant to incentivize Palestine Mall Redevelopment, LLC.

- a.) Open Public Hearing - President Bochsler opened the public hearing at 11:11 a.m.
- b.) Receive Public Comments- There were none.
- c.) Close Public Hearing - President Bochsler closed the public hearing at 11:12 a.m.

I. CLOSED SESSION

Dan Bochsler announced the board will go into closed session pursuant to Texas Government Code, Chapter 551, subchapter D. The time was 11:12 a.m.

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

- a.) Palestine Mall
- b.) Texas Futura, LLC.
- c.) Lilly Duncan
- d.) Seth Blood
- e.) A. Hugh Summers
- f.) Palestine Event Center, LLC. & Link Bratton Building, LLC.

J. RECONVENE IN REGULAR SESSION

President Bochsler reconvened the board meeting into regular session at 12:47 p.m.

K. DISCUSSION AND POSSIBLE ACTION ON CLOSED SESSION ITEMS

1. Discussion and possible action regarding a Downtown Grant Application and Perf. Agreement with Lilly Duncan.

Motion by Director Thompson, seconded by Secretary/Treasurer Drane to approve the Downtown Grant application and Performance Agreement for Lilly Duncan in the amount of \$19,730.48. Upon vote, the motion carried unanimously 7-0.

2. Discussion and possible action regarding Downtown Grant Applications and Perf. Agreements with Seth Blood.

Motion by Director Thompson, seconded by Vice President Willmott to approve the Downtown Grant application and Perf. Agreement (314 W. Oak St.) for Seth Blood in the amount of \$27,187.50. Upon vote, the motion does not pass 3-3 (abstained: Director Patel).

City Finance Director Andrew Sibai left the board meeting at 12:55 p.m.

Motion by Director Thompson to approve the Downtown Grant Application and Perf. Agreement (316 W. Oak) for Seth Blood in the amount of \$27,187.50. No second was made, motion died.

Motion by Director Haghighi to deny the applications presented by Seth Blood (314 W. Oak & 316 W. Oak). No second was made, motion died.

3. Discussion and possible action regarding Downtown Grant Applications and Perf. Agreements with A. Hugh Summers.

Motion by Director Thompson, seconded by Secretary/Treasurer Drane to approve the Downtown Grant application and Perf. Agreement (306 N. Sycamore) for A. Hugh Summers in the amount of \$18,750.00. Upon vote, the motion carried 5-1 (abstained: President Bochsler).

Motion by Director Williams to approve the Downtown Grant Application and Perf. Agreement (111 W. Spring St.) for A. Hugh Summers in the amount of \$9,375.00. No second was made, motion died.

4. Discussion and possible action regarding Downtown Grant Applications and Perf. Agreements with Palestine Event Center, LLC. & Link Bratton Building, LLC.

No motion was made regarding the Downtown Grant Application and Perf. Agreement regarding the Palestine Event Center, LLC. (201 W. Crawford).

No motion was made regarding the Downtown Grant Application and Perf. Agreement regarding the Link Bratton Building, LLC. (205 W. Crawford).

ADJOURN

With no other business to come before the Board, President Bochsler adjourned the meeting at 1:07 p.m.

PASSED AND APPROVED THIS 11th DAY OF February 2025.

Charles Drane, Secretary/Treasurer

ATTEST:

Lisa Bowman, Administrative Assistant



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consider approval of the January 2025 Financial Report.

SUMMARY:

Consider approval of the January 2025 Financial Report.

RECOMMENDED ACTION:

Staff recommends the board approve the January 2025 Financial Report.



Agenda Date: 02/11/2025

To: Palestine Economic Development Corporation

From: Lisa Bowman, Economic Development Admin

Agenda Item: Presentation regarding a Downtown Grant Application & Perf. Agreement with Bill Byers.

SUMMARY:

Presentation regarding a Downtown Grant Application & Perf. Agreement with Bill Byers for the property located at 104 W. Crawford St.

RECOMMENDED ACTION:

Staff recommends the board accept the presentation regarding a Downtown Grant Application & Perf. Agreement Bill Byers for the property located at 104 W. Crawford St.

Attachments

DT Grant Application

Performance Agreement

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

1. Applicant/Applicants name(s): Bill Byers
2. Type of grant(s) being requested:
☒ First Time Applicant
☐ Recurring Applicant
3. Applicants contact Information.
 - a. Phone 817-983-6527
 - b. Fax _____
 - c. Email bill.byers@yahoo.com
4. Physical address of property for which grant is being requested.
104 W. Crawford St.
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 cityofpalestinete.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 75% commercial Occupancy type upon project completion 75% commercial
14. Please provide the total square footage of the property: 11,264 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: 8,448 sq ft

Residential: 2,816 sq ft

16. No. of Stories: 2
17. Business name, if applicable NA
18. Mailing address 108 W Crawford St Palestine TX 75801
Residence: *308 Shadow Lane Euless, TX 76039

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.

Hair salon

Health Clinic

Storage

21. Is this property owned or leased by Applicant?

☒ Owned, please provide proof of ownership.

☐ Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email _____

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

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

24. Please provide a description of the proposed project:

Restoration of sewer lines.

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 ~~\$24,000~~ 18,426 \$13,819.50

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

27. Total projected cost of project ~~\$24,000~~ 24,508 \$18,426.00

28. Estimated start date of project ASAP

29. Estimated completion date of project 1 month

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 31 day of January, 2025

Applicant Bill Byers

Applicant Bill Byers

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

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

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

Approval of HPO or Interim Director of Development Services:

Susan Davis Date: 02/03/2025

Approval of Mainstreet District Coordinator

Mary Ann Carter Date: 2/3/2025

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

NOTICE OF 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.

General Warranty Deed

Date: August 17, 2015

Grantor: Frank Hendrix

Grantor's Mailing Address: 10208 Pinehurst Dr., Austin, Texas 78747

Grantee: Bill Byers

Grantee's Mailing Address: 308 Shadow Lane, Euless, Texas 76039

Consideration: Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): All that certain lot, tract or parcel of land, being Lots 6A, 7A, 8A, 9A, 10A & Tract A, Block 141, Texas Land Company Addition to the City of Palestine, Anderson County, Texas, according to the map or plat thereof of record in Volume 58, page 580, Map Records of Anderson County, Texas, to which map or plat and the record thereof reference is here made for all purposes.

Reservations from Conveyance: None.

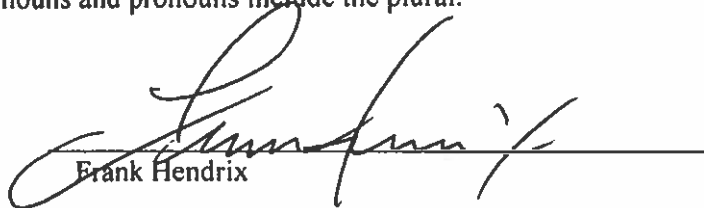
Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other

assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

When the context requires, singular nouns and pronouns include the plural.


Frank Hendrix

STATE OF TEXAS)

COUNTY OF ANDERSON)

This instrument was acknowledged before me on August 17, 2015,
by Frank Hendrix




Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Michael B. Dear
919 N. Mallard
Palestine, Texas 75801
Phone: (903) 729-6597
Fax: (903) 729-5522
File No. 15.0804

AFTER RECORDING RETURN TO:

Bill Byers
308 Shadow Lane
Euless, Tx 76039

FILED FOR RECORD on 08/17/2015 at 03:28 PM LA
Mark Staples, County Clerk, ANDERSON COUNTY, T.

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TAX RECEIPT

Tommy Cross, Tax Assessor-Collector
703 N. Mallard, Suite 104
P.O. Box 1990
Palestine, TX 75802-1990
Ph: Phone:(903)-723-7423 Fax: Fax:(903)-723-7801

Receipt Number: 2025-670132-001

Payor: BYERS, BILL (O0076426)
308 SHADOW LN
EULESS, TX 76039

Owner: BYERS, BILL (O0076426)
308 SHADOW LN
EULESS, TX 76039

Quick Ref ID: R42430
Owner: BYERS, BILL (O0076426) - 100%

Property: 6760-00141-00601
Legal Description: ORIGINAL BLOCK 141 LOT 6A, 7A, 8A,
9A, 10A & TRACT A (AKA TEXAS LAND
CO) , 0.0 ACRES
Situs Address: 104 W CRAWFORD ST

Owner Address: 308 SHADOW LN
EULESS, TX 76039

| Tax Year/Taxing Unit | Taxable Value | Tax Rate | Levy | Tax Paid | Amount Paid |
|----------------------|---------------|----------|----------|----------|-------------|
| 2024 | | | | | |
| City Of Palestine | 218,722 | 0.594285 | 1,299.83 | 1,299.83 | 1,299.83 |
| County Tax | 218,722 | 0.469700 | 1,027.34 | 1,027.34 | 1,027.34 |
| TVCC - Palestine | 218,722 | 0.045040 | 98.51 | 98.51 | 98.51 |
| FMFC | 218,722 | 0.013193 | 28.86 | 28.86 | 28.86 |
| Palestine ISD | 218,722 | 1.074200 | 2,349.51 | 2,349.51 | 2,349.51 |

| | |
|----------------------------|----------|
| Total Payment Amount | 4,804.05 |
| Check (Ref # 339) Tendered | 4,804.05 |
| Total Tendered | 4,804.05 |

Remaining Balance Due as of 1/30/2025 0.00

Date Paid: 01/30/2025
Effective Date: 01/30/2025
Station: SHERRY
Cashier: SA



You have a new estimate from Carroll Plumbing

 **Address:** 104 West Crawford Street, Palestine, TX 75801

 **Expires on:** Sat Mar 01, 2025

Select the option you would like to approve

Option #1

\$24,568.00

APPROVE

Estimate Details

| Service | Total |
|--|-------------------------|
| New drain/sewer | \$24,568.00 |
| Qty: 1 | Unit Price: \$24,568.00 |
| Tunnel underneath building up to 100 feet (pricing based on 100' but will be adjusted up or down upon actual footage once complete) Route all existing drains to new tap provided by City of Palestine coordinated by owner | |
| Service subtotal | \$24,568.00 |

Subtotal **\$24,568.00**

Sales Tax (8.25%) + \$0.00

Total **\$24,568.00**

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$532.94/mo*. Your credit score will not be affected.

[PREQUALIFY](#)

Not what you were looking for?

Please let us know if you'd like to request some changes. We'd love to win your business.

[DECLINE ALL OPTIONS](#)

Note

Thank you for allowing us to serve you today!

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

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

Contact us

Carroll Plumbing

 [\(903\) 724-3282](tel:(903)724-3282)



You have a new estimate from Warren Service Co. - Plumbing

 **Address:** 104 W Crawford St, Palestine, TX 75801

Select the option you would like to approve

Option #1

\$12,500.00

APPROVE

Estimate Details

| Service | Total |
|-----------------------------|-------------------------|
| Commercial - Commercial Job | \$12,500.00 |
| Qty: 1 | Unit Price: \$12,500.00 |



[SHOW MORE](#)

| | |
|-------------------|--------------------|
| Service subtotal | \$12,500.00 |
| Subtotal | \$12,500.00 |
| Sales Tax (8.25%) | + \$0.00 |
| Total | \$12,500.00 |

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$271.16/mo*. Your credit score will not be affected.

[PREQUALIFY](#)

Not what you were looking for?

Please let us know if you'd like to request some changes. We'd love to win your business.

[DECLINE ALL OPTIONS](#)

Note

Thank you for your business!

Contact us

Warren Service Co. - Plumbing

 [\(903\) 723-2425](tel:(903)723-2425)

 office@thewarrenway.com

See our [Terms & Conditions](#)

*All financing is subject to credit approval. Terms may vary. Payment options through Wisetack are provided by our lending partners. For example, a \$1,000 purchase could cost \$45.18 a month for 24 months, based on a 7.9% APR, or \$333.33 a month for 3 months, based on a 0% APR. See additional terms at <https://www.wisetack.com/faqs>.

 Housecall Pro

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 Bill Byers ("APPLICANT"), whose current address is 308 Shadow Lane, Euless, TX, 76039.

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 January 31, 2025 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Twenty-Four Thousand Five Hundred Sixty-Eight Dollars and No Cents (\$24,568.00)** for the purpose of complete restoration of sewer lines at the mixed-use property located at 104 W. Crawford Street, 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 **Thirteen Thousand Eight Hundred Nineteen Dollars and Fifty Cents (\$13,819.50) ("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 November 24, 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 104 W. 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):

Bill Byers

By _____ Date _____
Bill Byers, Building Owner

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: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Presentation regarding a Community Development Grant application and Performance Agreement with the Dogwood Arts Council, Inc.

SUMMARY:

Presentation regarding a Community Development Grant application and Performance Agreement with the Dogwood Arts Council, Inc.

RECOMMENDED ACTION:

Staff recommends the board accept the presentation regarding the Community Development Grant application and Performance Agreement with the Dogwood Arts Council, Inc.

Attachments

CDG Application
Performance Agreement



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: Dogwood Arts Council, Inc.

Federal Tax I.D.: 87-0834617

Incorporation Date:

Mailing Address: PO Box 2601

City Palestine

ST: TX

Zip: 75802

Phone: 903-391-1002

Fax:

Email: info@dogwoodartscouncil.com

Website: dogwoodartscouncil.com

Check One:

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

Professional affiliations and organizations to which your organization belongs: *NONE*

REPRESENTATIVE AUTHORIZED TO COMPLETE / SUBMIT APPLICATION:

Name: Jean Mollard

Title: Treasurer, DAC

Mailing Address: PO Box 2601

City: Palestine

ST: TX

Zip: 75802

Phone: 903-391-1002

Fax:

Email: jeanmoll@aol.com

DESIGNATED CONTACT FOR COMMUNICATION BETWEEN PEDC AND ORGANIZATION:

Name: Mike Searcy

Title: Committee Member, DAC

Mailing Address: PO Box 2601

City: Palestine

ST: TX

Zip: 75802

Phone 210-394-4001

Fax:

Email: mesearcy300@aol.com

FUNDING

Total amount requested: 75,000

Matching Funds Available: 25,000

PROJECT

Start Date: 02/15/2025

Completion Date: 08/15/2025

BOARD OF DIRECTORS (*may be included as an attachment*)

See attached

LEADERSHIP STAFF (*may be included as an attachment*)

See attached

Using the outline below, provide a written narrative no longer than 5 pages in length:

I. Applying Organization

Describe the mission, strategic goals and objectives, scope of services, day to day operations and number of paid staff and volunteers.

Disclose and summarize any significant, planned organizational changes and describe their potential impact on the Project for which funds are requested.

II. Project

- Outline details of the Project for which funds are requested. Include information regarding scope, goals, objectives, target audience.
- Describe how the proposed Project fulfills strategic goals and objectives for your organization.
- Please also include planned activities, time frame/schedule, and estimated attendance and admission fees if applicable.
- Include the location for Project.
- Provide a timeline for the Project.
- Detail goals for growth/expansion in future years.

Project Grants – please complete the section below:

- An expansion/improvement?
- A replacement/repair?
- A multi-phase project?
- A new project?

☒ Yes
☒ Yes
☒ Yes
☐ Yes

☐ No
☐ No
☐ No
☒ No

Has a feasibility study or market analysis been completed for this proposed project? *If so, please attach a copy of the Executive Summary.*

Provide specific information to illustrate how this Project aligns with one or more of the goals and strategies adopted by Palestine Economic Development Corporation:

- Eligible for PEDC consideration under Sections 501 to 505 of the Texas Local Government Code (refer to PEDC Grant Guidelines & Criteria)
- Support cultural, sports, fitness, entertainment and community projects that attract resident and visitor participation and contribute to quality of life, business development and growth of Palestine sales tax revenue
- Highlight and promote Palestine as a unique destination for residents and visitors alike
- Meet citizen needs for quality of life improvements, business development and sustainable economic growth for residents in the City of Palestine
- Demonstrate informed financial planning – addressing long-term costs, budget consequences and sustainability of projects for which funding is requested
- Educate the community about the impact local dining and shopping has on investment in quality of life improvements in Palestine

Indicate which goal(s) listed above will be supported by the proposed Project:

See attached

Has a request for funding, for this Project, been submitted to PEDC in the past?

☐ Yes

☒ No

If yes, list date of submittal: _____

III. Financial

- Provide an overview of the organization's financial status including the impact of this grant request on organization mission and goals.
- Please attach your budget for the current year and audited financial statements for the preceding two years. If audited financials are not available, please indicate why.

What is the estimated total cost for this Project?

\$ 105,000

(Include a budget for the proposed Project)

What percentage of Project funding will be provided by the Applicant?

Are Matching Funds available? ☒ Yes ☐ No

Cash \$ 25,000

Source Fundraising

% of Total 24

In-Kind \$ 736

Source

% of Total

Are other sources of funding available? *If so, please list source and amount.*

see attached

Have any other federal, state, or municipal entities or foundations been approached for funding? *If so, please list entity, date of request and amount requested.*

see attached

IV. Marketing and Outreach

Describe marketing plans and outreach strategies for your organization, for the Project for which you are requesting funding – and how they are designed to help you achieve current and future goals.

see attached

V. Metrics to Evaluate Success

Outline the metrics that will be used to evaluate success of the proposed Project. If funding is awarded, a final report will be required summarizing success in achieving objectives outlined for the event.

see attached

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

Treasurer, Jean Mollard

Signature



Printed Name

Jean Mollard

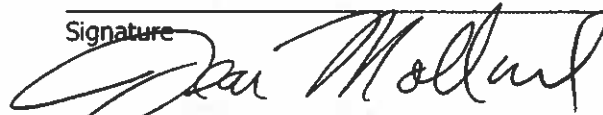
Date

2-4-25

Representative Completing Application

Jean Mollard

Signature



Printed Name

Jean Mollard

Date

2-4-25

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.



PALESTINE ECONOMIC DEVELOPMENT CORPORATION

COMMUNITY DEVELOPMENT GRANT

Final Report

Organization:

Funding Amount:

Project:

Start Date:

Completion Date:

Location of Project:

Please include the following in your report:

- Narrative report on the Project
- Identify goals and objectives achieved
- Financial report – budget as proposed and actual expenditures, with explanations for any variance
- Samples of printed marketing and outreach materials
- Screen shots of online promotions
- Photographs, videos, etc.
- Performance against metrics outlined in application

Please submit Final Report no later than 30 days following the completion of the Project:

Palestine Economic Development Corporation
100 Willow Creek Pkwy., Suite A
Palestine, TX 75801

Attn: Christophe Trahan, Director of Economic
Development edcdirector@palestine-tx.org

Community Proposal | By: Dogwood Arts Council, Inc.



Community Development Grant Proposal

FY 2024-2025

Farmers Market Pavilion Improvements

813 W Spring St, Palestine, TX 75801

FEBRUARY 4, 2025

Community Development Grant Proposal

Farmers Market Pavilion Improvements

Applicant Organization Contact Information

| | | | |
|-----------------------|---|----------------------------|--|
| Name of Applicant | Dogwood Arts Council, Inc. | | |
| Address | PO Box 2601 | | |
| City/State/Zip | Palestine, TX 75802 | | |
| Contact Person | Mike Searcy, DAC Committee Member | | |
| Contact Phone Numbers | Cell 210-394-4001 | Work | |
| Contact Email | mesearcy300@aol.com | | |
| Non-Profit? | Yes <input checked="" type="radio"/> No <input type="radio"/> | Federal Tax ID# 87-0834617 | |

About the Organization

Dogwood Arts Council, Inc. (DAC) is a nonprofit 501(c)(3) organization dedicated to fostering artistic expression and cultural enrichment in Palestine and Anderson County. Through visual and performing arts initiatives, the Council enhances the quality of life for residents and visitors while promoting local artists and strengthening the community's cultural identity.

Scope of Services & Operations

Dogwood Arts Council organizes and supports arts programming, including:

- **Monthly Art Walks** - Showcasing local artists and businesses.
- **Downtown Art Tracks Sculpture Program** - Acquiring and displaying rotating public art.
- **Annual Art Event Fundraiser** - Featuring an art show to complement the Dogwood Festival.

The Council operates entirely through volunteers, with board members overseeing planning and execution.

Approximately 40 volunteers assist with the annual fundraiser, with additional support varying by project. There are no planned organizational changes. The Council remains focused on expanding arts access and community engagement through its existing programs.

Dogwood Arts Council Board Members

| | | | |
|--------------|----------------|----------------|-----------|
| Ava Harmon | President | Daria Allen | Secretary |
| Greg Gunnels | Vice President | Kevin Harris | Member |
| Jean Mollard | Treasurer | Dienna Duesler | Member |

Funding Sources

The Dogwood Arts Council relies on several regular funding streams to support its initiatives. These include proceeds from the Art Tent Gala/Art Event held in conjunction with the Dogwood Festival, membership dues, revenue generated from T-shirt sales, and contributions from DAC donors. Additionally, DAC receives private donations and regularly seeks grant opportunities. These diverse funding sources ensure the sustainability of the Council's programs.

Community Partners

| | | | |
|----------------------------------|----------------------------|-------------------------|--|
| Downtown businesses | monthly ArtWalk hosts | Palestine Main Street | marketing support |
| Private property owners | Art Tracks sculpture hosts | Various local residents | benefactors, asset donations, volunteers |
| Palestine Tourism Advisory Board | marketing & HOT Funds | Community groups | Volunteers from Boy Scouts, Rock Bottom Ranch, PISD, Rotary Clubs of Palestine, Lions Club, and others |
| Palestine Visitor Center | marketing support | | |

Community Development Grant Proposal

Farmers Market Pavilion Improvements

Proposal for the Project

Project Location

| | | | |
|--------------------------|-------------------------------------|-------|----------------------------------|
| Property Name | Palestine Farmers Market Pavilion | | |
| Address | 813 W Spring St | | |
| City/State/Zip | Palestine, TX 75801 | | |
| Location Manager Contact | Farmers Market Manager April Shaner | Cell | 903-394-3239 |
| | | Email | palestinefarmersmarket@gmail.com |
| Property Owner | City of Palestine | | |
| Owner Contact | City Manager Teresa Herrera | Work | 903-731-8416 |
| | | Email | therrera@palestine-tx.org |

Project Description

The Dogwood Arts Council requests a \$75,000 Community Development Grant from the Palestine Economic Development Corporation (PEDC) to enhance the Farmers Market Pavilion. These improvements will immediately support the Council's annual Art Event fundraiser in March and strengthen the pavilion's long-term functionality for future community events. Planned upgrades include enhanced lighting and electrical systems, weather protection features, paving refinements, and accessibility improvements. This initiative aligns with Palestine Main Street's vision for the Downtown Connectivity Enhancement Project, to expand the usage of this community property and ensuring the pavilion remains a central gathering space in downtown Palestine. The project is expected to be completed within six months, with major improvements in place before the Dogwood Festival to maximize impact for the upcoming Farmers Market event season. For a complete Scope of Work, refer to **Attachment 1**.

Use of Funds

Dogwood Arts Council, Inc. respectfully requests \$75,000 from the Palestine Economic Development Corporation (PEDC) to support capital improvements at the Farmers Market Pavilion. The total project cost is estimated at \$100,000. Grant funding will be used for enhanced lighting, expanded electrical capacity, weather-resistant features, and accessibility upgrades. These improvements will increase the pavilion's flexibility and comfort, ensuring it remains a functional and attractive venue for arts programming and community events.

Community Utilization & Attendance

The Palestine Farmers Market Pavilion serves as a key venue for community events and will host the Dogwood Arts Council's annual Art Event fundraiser during the Dogwood Festival, significantly reducing costs associated with tent rentals in past years. As a major component of the Dogwood Festival, the new venue at the Farmers Market Pavilion will attract hundreds of guests for the Friday night Art Event, which has a ticket price of \$25 this year, and thousands will attend the Saturday Art Show, which offers free admission.

Beyond the Dogwood Festival events, the pavilion regularly hosts the Palestine Farmers Market on Saturdays starting on the second weekend of the Dogwood Trails Celebration through the first weekend in December, with plans to expand to Sunday markets following successful test runs last season. The Palestine Farmers Market is also considering adding evening events to their programming. In addition, the pavilion features artists during monthly Art Walks, supports a monthly food box giveaway by the First Resource Center, and accommodates organized events like the Lions Club Fish Fry. Historically, these admission to events at this location have typically been free to the public. The planned improvements will enhance the pavilion's flexibility, allowing for increased attendance and expanded programming, particularly for evening and nighttime events, further encouraging community engagement and attraction year-round.

Community Development Grant Proposal

Farmers Market Pavilion Improvements

Advertising and Promotion Reach

The Dogwood Arts Council (DAC) utilizes a comprehensive promotion strategy that includes its own website and social media platforms to reach a wide audience. Additionally, DAC partners with Visit Palestine and Palestine Main Street, expanding the scope of its promotional efforts. These collaborations help extend the reach of DAC's marketing campaigns to:

1. **Local Audience:** Through DAC's website and social media and through Palestine Main Street's network, DAC directly engages local residents, encouraging them to join in community events and support local businesses.
2. **Regional and Statewide Reach:** Partnering with Visit Palestine allows DAC to tap into regional and statewide tourism promotion efforts, attracting visitors from nearby cities, other parts of Texas, and from out-of-state.
3. **Event Promotion:** Collaborative efforts with Visit Palestine and Palestine Main Street ensure that DAC's events are promoted through multiple channels, such as event listings, newsletters, and social media, enhancing visibility across various platforms and increasing event attendance.

The improvements made possible through PEDC's investment will be prominently acknowledged in DAC's promotional efforts. Without these enhancements, relocating the fundraiser from a rented tent to the covered pavilion would not be as appealing or viable. This investment allows DAC to showcase the pavilion as a premier venue, ensuring a successful transition that will be highlighted in event promotions, social media outreach, and on-site recognition during the fundraiser and other community events.

Alignment with PEDC's Mission

The Dogwood Arts Council's proposed improvements at the Farmers Market directly relate to the mission of the Palestine Economic Development Corporation (PEDC) by enhancing the community's public-facility infrastructure, supporting local businesses, and contributing to the revitalization of downtown Palestine. The proposed upgrades at the Farmers Market, including improved facilities and accessibility, align with PEDC's focus on fostering economic development through the enhancement of public spaces that attract both residents and visitors.

Specifically, the improvements will help PEDC achieve its goals of:

1. **Supporting local businesses:** By making the Farmers Market more accessible and appealing, the improvements will draw more customers, helping vendors increase sales and visibility.
2. **Enhancing the downtown experience:** Upgrading the Farmers Market contributes to the ongoing revitalization of downtown Palestine, an area central to PEDC's mission to foster a vibrant, welcoming economic hub.
3. **Promoting tourism and events:** The project supports the efforts to attract tourists to the area by enhancing the Farmers Market as a community gathering spot, which also ties into PEDC's goal of supporting initiatives that increase tourism and event-related business.

The improvements will, therefore, not only improve the quality of life for residents but also stimulate economic growth and contribute to the long-term sustainability of downtown Palestine.

Project Goals & Strategic Alignment with PEDC

This project supports multiple PEDC goals:

1. **Eligible under Texas Local Government Code Sections 501-505** - Addressing quality-of-life improvements, business development, and economic sustainability.
2. **Supports community projects** - Encourages resident and visitor participation in cultural and entertainment activities, fostering local economic growth.
3. **Highlights Palestine as a unique destination** - Enhances the Farmers Market as a key event venue, increasing tourism and local engagement.
4. **Meets citizen needs** - Improves accessibility and usability, making the Farmers Market more inclusive and welcoming.
5. **Demonstrates financial planning** - Long-term sustainability is ensured through partnerships, donor support, and additional grant funding.
6. **Educates on local economic impact** - Encourages community participation in local dining and shopping, reinforcing investment in downtown development.

Community Development Grant Proposal

Farmers Market Pavilion Improvements

Applicant Organization Financial Overview

The Dogwood Arts Council is a nonprofit organization committed to promoting and supporting the arts in Palestine, TX. Over the past two years, the Council has maintained stable financial health, supported through a combination of grant funding, community donations, event revenue, and sponsorships. The organization's financial position reflects responsible fiscal management, ensuring sustainability while expanding arts programming and community engagement initiatives. Please refer to the enclosed statements (*see Attachment 4*) for Balance Sheet and Profit & Loss Statements for the past two years.

The requested grant funding from PEDC will play a critical role in advancing the Council's mission by enabling the implementation of the proposed project, which aims to enhance arts accessibility and cultural development in the community. The partnership for improvements to the facility will allow the Council to expand its reach, aligning with long-term goals to make arts experiences more inclusive and impactful for residents and visitors alike.

Project Budget and Funding Sources

- **Estimated Total Cost for the Project:** \$105,000
- **Percentage of Project Funding in Cash Provided by the Applicant:** 24%
- **Matching Funds:**
 - Cash: \$25,000 from Capital Improvement Fundraising for Farmers Market Pavilion Project
 - In-Kind Contributions: Amount TBD
 - Palestine Main Street's Anice Read Grant: \$5,000

Additional Funding Sources

Dogwood Arts Council, Inc., through recent targeted fundraising efforts, is the recipient of donations from local supporters for this capital improvement project. The DAC has set a **fundraising goal of \$25,000** to assist with the Farmers Market Pavilion capital improvements. As of the date of this application, cash donations are committed that exceed \$18,000 towards this goal, and efforts are actively continuing to secure a direct donation platform and issue a press release detailing the project. The sources of funds to date are local financial institutions, retail operators, service organizations, service businesses, and local philanthropists. In addition, local contractors and wholesale businesses have offered considerable In-Kind services toward the project to accomplish the extended scope of work.

Palestine Main Street has obtained an **Anice Read Grant** from the Texas Downtown Association in the amount of **\$5,000** towards the cost of electrical infrastructure service upgrades specifically for the Farmers Market Pavilion area. This work will coincide with the proposed improvements in this application and is included in the Scope of Work and total Budget estimates for the project.

Other Funding Requests

Dogwood Arts Council has not requested any federal, state, municipal, or foundation funding related to this project as of the completion of this application. DAC is coordinating with Palestine Main Street to seek additional opportunities to supplement the cash fundraising goal.

Community Development Grant Proposal

Farmers Market Pavilion Improvements

Budget

| Category | Description | Estimated Cost | Totals |
|---|--|----------------|-------------------|
| <u>Phase 1 - Priority Upgrades for Art Event</u> | | | |
| Electrical Upgrades | Oncor service upgrade | 9,500 | |
| Pavilion Electrical | Electrical Parts: lighting, outlets, conduit, wire | 22,000 | |
| | Electrical Parts: ceiling fans | 2,400 | |
| | Electrical labor: underground service, panel, reconnect restrooms & parking lot lights | 15,000 | |
| Structural & Weatherproofing | Gutter repair/replacement | 7,500 | |
| | Storm drain connections/repairs | 1,000 | |
| | Removable weatherproof walls | 2,500 | |
| Surface Improvements | Milling and leveling asphalt + New asphalt under pavilion | 20,000 | |
| | Bollards | 3,200 | 83,100 |
| <u>Phase 2 - Upgrades to Improve Accessibility</u> | | | |
| Surface Improvements | Sidewalks & curbs | 6,900 | |
| | Parking, Drive Lanes & Drop-off/Loading Lane asphalt repairs | 15,000 | 21,900 |
| Total Estimated Budget | | | \$ 105,000 |

This budget together with the proposed Scope of Work (*see Attachment 1*) will serve as a framework for planning, procurement, and project execution. All work will adhere to city regulations and align with the broader Downtown Connectivity Enhancement Project to ensure seamless integration with ongoing revitalization efforts.

Conclusion

The Dogwood Arts Council's Farmers Market Pavilion enhancement project is a vital investment in Palestine's community infrastructure, fostering economic development, tourism, and cultural engagement. With PEDC's support, this project will create lasting benefits for residents, local businesses, and visitors, contributing to the long-term attraction to downtown Palestine.

Attachments

Attachment 1 - Project Scope of Work

Attachment 2 - Letter of Support - Mary Ann Admire, Main Street Coordinator - City of Palestine

Attachment 3 - IRS Letter 501(c)(3) Non-Profit Status for Dogwood Arts Council Inc.

Attachment 4 - Dogwood Arts Council, Inc. Balance Sheet and Profit & Loss Statements

Community Development Grant Proposal

Farmers Market Pavilion Improvements

Attachment 1 - Scope of Work

Contact:
Mary Ann Admire
Palestine Main Street
City of Palestine, TX
903-516-2502
mainstreet@palestine-tx.org



SCOPE OF WORK

DOWNTOWN CONNECTIVITY ENHANCEMENT PROJECT

PROJECT 2: FARMERS MARKET PAVILION – 813 W SPRING ST

PERMIT# _____

Project Overview:

The Farmers Market Pavilion Improvements project aims to enhance the functionality, safety, and aesthetics of the pavilion area in preparation for upcoming community events. The project includes critical electrical service upgrades, structural repairs, weatherproofing measures, and surface improvements to create a more accessible and comfortable space. The work aligns with the broader Palestine Main Street Downtown Connectivity Enhancement Project to support long-term revitalization efforts.

Scope of Work: Phase 1 – Pavilion Priority Upgrades for Art Event

Electrical Service Upgrades

1. Coordinate with Oncor for electrical service upgrades in conjunction with the Anice Read Grant.
2. Install new underground electrical service to a new remote electrical panel.
3. Disconnect and remove the old undersized electrical panel located on the pavilion structure.
4. Reconnect electrical service to:
 - a. Remote restrooms
 - b. Parking lot light(s) in the Visitor Center parking lot

Pavilion Electrical Upgrades

1. Provide and install new conduit and wiring.
2. Provide and install new LED weatherproof light fixtures throughout the pavilion structure.
3. Provide and install additional outlets throughout the pavilion structure.
4. Provide and install ceiling fans for improved air circulation.
5. Provide and install new switches for light fixtures and fans.

Structural and Weatherproofing Improvements

1. Repair or replace deteriorated gutters to prevent water intrusion under the pavilion.
2. Assess and connect storm drains as necessary to complement gutter work.
3. Provide and install removable wall coverings to provide a weatherproof enclosure for events.

Surface Improvements

1. Mill and level asphalt under the pavilion to prepare the existing surface.
2. Install and compact new asphalt under the pavilion.

Community Development Grant Proposal

Farmers Market Pavilion Improvements

Attachment 1 - Scope of Work (Continued)

Contact:
Mary Ann Admire
Palestine Main Street
City of Palestine, TX
903-516-2502
mainstreet@palestine-tx.org



Scope of Work: Phase 2 – Upgrades to Improve Accessibility

Parking & Accessibility Surface Improvements

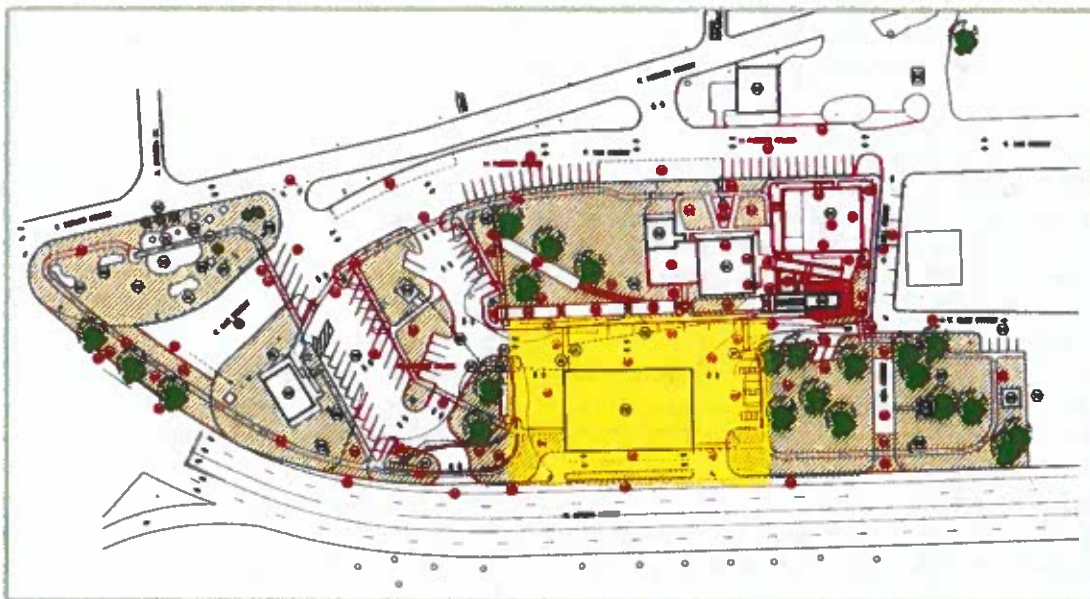
1. Repair additional deteriorated asphalt in the parking and drive lane area.
2. Extend new asphalt for a drop-off/loading lane from Spring St.
3. Construct new concrete sidewalks and curbs in the pavilion area.
4. Ensure compliance with ADA accessibility standards where applicable.

Professional Design Assistance

- Utilize free design services available through the Texas Main Street Program.
- Ensure improvements align with the **Palestine Main Street Downtown Connectivity Enhancement Project** design, presented to City Council in August 2024.

Design Concept (provided by Mark Thacker, AIA)

Area of Work =



Community Development Grant Proposal

Farmers Market Pavilion Improvements

Attachment 2 - Letter of Support

Contact:
Mary Ann Admire
Palestine Main Street
City of Palestine, TX
903-516-2502
mainstreet@palestine-tx.org



February 3, 2025

Board of Directors
Palestine Economic Development Corporation (PEDC)
100 Willow Creek Parkway, Suite A
Palestine, TX 75801

Dear Members of the Palestine Economic Development Corporation,

I am writing to offer my full support for the Dogwood Arts Council's application for the PEDC Community Development Grant. As the Main Street Coordinator for the City of Palestine, I have seen firsthand how the Dogwood Arts Council contributes to the cultural vitality of our community, and I believe that this project aligns perfectly with the goals of the Downtown Connectivity Enhancement Project.

The Dogwood Arts Council's proposed initiative will have a significant positive impact on our efforts to improve the downtown area by enhancing accessibility, walkability, and overall community engagement. A key goal of the Downtown Connectivity Enhancement Project is to create a pedestrian-friendly environment that encourages people to explore and interact with the heart of Palestine. By supporting the Dogwood Arts Council's work, we are furthering the vision of a welcoming and connected downtown that fosters cultural growth while improving the infrastructure that serves residents, visitors, and local businesses alike.

The arts have always been a powerful catalyst for economic development, and this project will undoubtedly contribute to the success of the downtown revitalization efforts. It will draw additional foot traffic to the area, support local businesses, and attract visitors to our city, thus amplifying the positive outcomes of the ongoing infrastructure improvements. By strengthening the cultural and artistic offerings of Palestine, we continue to build a community that is not only accessible and walkable but also rich in opportunities for creativity and collaboration.

I strongly encourage your support of the Dogwood Arts Council's application, as it will significantly aid in reaching the long-term goals of the Downtown Connectivity Enhancement Project and the broader vision for a revitalized downtown Palestine. Please feel free to contact me should you require any additional information.

Sincerely,

Mary Ann Admire
Main Street Coordinator
City of Palestine

Community Development Grant Proposal

Farmers Market Pavilion Improvements

Attachment 3 - Non-Profit Status



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

DOGWOOD ARTS COUNCIL INC
PO BOX 2601
PALESTINE, TX 75802-2601

Date:
05/09/2022
Employer ID number:
87-0834617
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
July 14, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053522001872

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

Community Development Grant Proposal
Farmers Market Pavilion Improvements

Attachment 4 - Balance Sheet and Profit & Loss Statements

| | |
|----------------------------|----------------------------|
| 4:35 PM | Dogwood Arts Council, Inc. |
| 02/03/25 | Balance Sheet |
| Accrual Basis | As of December 31, 2024 |
| | Dec 31, 24 |
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Austin Bank | 24,784.31 |
| Total Checking/Savings | 24,784.31 |
| Accounts Receivable | |
| Accounts Receivable | 1,815.00 |
| Total Accounts Receivable | 1,815.00 |
| Total Current Assets | 26,599.31 |
| Other Assets | |
| Other Assets | |
| Painting | 700.00 |
| Total Other Assets | 700.00 |
| Total Other Assets | 700.00 |
| TOTAL ASSETS | 27,299.31 |
| LIABILITIES & EQUITY | |
| Equity | |
| Unrestricted Net Assets | 21,923.67 |
| Net Income | 5,375.64 |
| Total Equity | 27,299.31 |
| TOTAL LIABILITIES & EQUITY | 27,299.31 |

Community Development Grant Proposal

Farmers Market Pavilion Improvements

Attachment 4 - Balance Sheet and Profit & Loss Statements (Continued)

4:20 PM

02/04/25

Accrual Basis

Dogwood Arts Council, Inc.

Profit & Loss

January through December 2024

| | Jan - Dec 24 | Jan - Dec 23 |
|---------------------------------|--------------|--------------|
| Ordinary Income/Expense | | |
| Income | | |
| ACC Chorus Partnership | 0.00 | 900.00 |
| Art Tracks | 7,500.00 | 15,000.00 |
| Art Walk | 1,800.00 | 1,000.00 |
| Direct Public Support Cash | 1,150.00 | 988.30 |
| Dogwood Festival GiftsInKind | 0.00 | 8,106.00 |
| Dogwood Festival Income | 25,283.20 | 29,445.00 |
| Other Types of Income | 2,500.00 | 0.00 |
| Palestine High Art Event Dinner | 0.00 | 425.00 |
| Program Income | 102.00 | 345.00 |
| Sponsorship Art Scholarships | 500.00 | 0.00 |
| Total Income | 38,835.20 | 56,209.30 |
| Expense | | |
| Art Track Expenses | 8,240.00 | 15,056.70 |
| Art Walk Expenses | 1,783.28 | 2,110.57 |
| Contract Services | 310.83 | 880.00 |
| Dogwood Festival Expenses | 19,150.68 | 22,506.56 |
| Donations | 1,250.00 | 0.00 |
| Memberships for Executive Direc | 200.00 | 0.00 |
| Operations | 385.08 | 822.22 |
| Other Types of Expenses | 1,100.00 | 1,100.00 |
| Palestine High Art Event | 0.00 | 714.67 |
| Scholarships | 500.00 | 0.00 |
| Student Arts | 0.00 | 32.95 |
| T-Shirts | 0.00 | 488.00 |
| Unknown | 121.22 | 180.95 |
| Website | 418.47 | 239.51 |
| Total Expense | 33,459.56 | 44,112.13 |
| Net Ordinary Income | 5,375.64 | 12,097.17 |
| Net Income | 5,375.64 | 12,097.17 |

Page 1

DRAFT – DAC Press Release 02/02/2025

FOR IMMEDIATE RELEASE

Dogwood Arts Council Enhances Farmers Market Pavilion for Annual VIP Art Celebration

Palestine, TX – The Dogwood Arts Council (DAC) is excited to announce that this year's annual VIP Art Celebration, marking the kickoff of Palestine's beloved Dogwood Festival, will take place at the Farmers Market Pavilion. This strategic shift from the traditional rented tent to an improved, permanent venue reflects the DAC's commitment to both the arts and the long-term enhancement of community spaces.

Recognizing the opportunity to make a lasting impact, the DAC is investing funds from its own fundraising efforts to improve the pavilion's functionality, not only for this event but for the greater benefit of the community. Proposed upgrades include substantial electrical improvements—such as new service, a new panel, enhanced lighting, ceiling fans, and additional power outlets—along with paving, roof repairs, and a system for enclosing the structure to provide weather protection during events.

These enhancements will serve a wide array of community needs beyond the VIP Art Celebration. The Farmers Market Pavilion is a vital gathering space, utilized for the weekly Farmers Market (March through December), monthly food box distributions, bulk food deliveries from Azure Standard, and community events such as the Lions Club Fish Fry. The planned improvements will provide long-term benefits, expanding the possibilities and flexibility of the space for additional events and making it a more functional, comfortable, and versatile venue for a variety of gatherings.

The DAC is collaborating closely with Farmers Market management, Roger and April Shaner, as well as city leadership and staff, to ensure that the improvements align with the city's Downtown Connectivity Enhancement Project—a community-driven initiative led by Palestine Main Street. This project focuses on linking key downtown assets such as the Farmers Market, Railroad Heritage Sculpture Park, Maj. John Phillips Park, the Railroad Heritage Center, and the Palestine Visitor Center. By improving pedestrian accessibility and infrastructure, the project aims to create an inviting and connected downtown core that encourages community engagement and economic growth.

"This investment is a win-win," said [a representative from the DAC]. "Not only does it allow us to host our VIP Art Celebration in a more permanent and functional space, but it also contributes to the ongoing revitalization of downtown Palestine. We are proud to take this step forward, ensuring that our efforts benefit both the arts and the broader community."

The DAC invites community members and arts supporters to contribute to this project. Donations will directly support pavilion upgrades and ensure a lasting positive impact on events held in this space for years to come.

The VIP Art Celebration will take place on Friday, March 21, followed by the Art Show on Saturday, March 22, coinciding with the Dogwood Festival in downtown Palestine.

For more information about the event or to support this project, please contact the Dogwood Arts Council at [contact information and donation link].

COMMUNITY DEVELOPMENT GRANT
FUNDING AND PERFORMANCE AGREEMENT

THIS COMMUNITY DEVELOPMENT GRANT FUNDING AND PERFORMANCE AGREEMENT (the “Agreement”) is entered into by and between Palestine Economic Development Corporation (the “PEDC”), a Texas non-profit corporation and Type B Economic Development Corporation, whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and the Dogwood Arts Council, Inc. (the “Applicant”), whose address is P.O Box 2601, Palestine, TX 75802.

RECITALS

1. PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Sec. 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 (the “City”).

2. Dogwood Arts Council, Inc. is a nonprofit 501c3 corporation, an eligible applicant under the Guidelines and Criteria for the Community Development Grant Program.

3. PEDC created the Community Development Grant Program (the “Grant Program”) to enhance the quality of life in the City of Palestine and advance the mission of the PEDC which is, in part, to provide the leadership and resources to successfully compete for jobs and enhance community wealth.

4. Dogwood Arts Council, Inc. submitted its Application dated February 5, 2025, for a Community Development Grant (“Application”), which is attached hereto as Exhibit “A”.

5. The project that is the subject of this Agreement is lighting improvements, electrical capacity upgrades, structural & weatherproofing improvements, asphalt surface improvements, and accessibility improvements to the Palestine Farmers Market Pavilion located at 813 West Spring Street within the city limits of Palestine, Texas (the “Project”). Applicant plans to make a total capital investment of **One Hundred Five Thousand Dollars and No Cents (\$105,000.00)** over time for the Project. PEDC has found that Applicant’s Project will attract resident and visitor participation and contribute to the quality of life, business development which will ultimately add value to the tax rolls of Palestine and other local taxing entities.

6. The PEDC finds the Project is an authorized project under Texas Local Government Code 505.152 (Park Facilities and Open Space Improvements) and will promote new and expanded business development pursuant to Texas Local Government Code 505.158.

7. The PEDC published general notice of the Project in the Palestine Herald on December 12, 2024, as required by Texas Local Government Code 505.160.

8. The PEDC board of directors has approved a grant and funding to the Applicant in an amount not to exceed **Seventy-Five Thousand Dollars and No Cents (\$75,000.00)** in Project-related expenses.

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, Applicant and the PEDC agree as follows:

FUNDING AND PERFORMANCE

1. Agreement to Fund Portion of Project: The PEDC agrees to provide the Applicant an amount up to and not to exceed **\$75,000.00** in 4B Revenues to be used to facilitate the Project.
2. Agreement to Perform: The Applicant agrees to complete the approved Project within one year of the execution of the Agreement. The Applicant agrees to recognize the PEDC as a sponsor and financial contributor of the Project in all advertising, publicity, and promotional materials, using verbiage that identifies the PEDC as a financial contributor to the Project.
3. Project Administration: The Applicant agrees that it will administer or supervise the administration of the Project in compliance with the PEDC Community Development Grant Program Guidelines absent slight deviations which are hereby approved.
4. No Undocumented Workers: The Applicant agrees that it 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 grant (a public subsidy) provided under the Agreement plus interest, at an agreed rate, not later than the 120th day after the date the PEDC notifies the Applicant of the violation.
5. Payments Due: The PEDC will tender the Grant of **\$75,000.00** to the Applicant as a portion of its Project-related expenses upon approval of this performance agreement by the City Council of the City of Palestine at its open meeting on February 24, 2025.
6. Use of Grant Payment: All funds tendered to the Applicant under this Agreement will be used exclusively for the purposes described in the Application.
7. Claw Back: If all or a portion of the Grant funds received by the Applicant are not actually used for the Project or not used in accordance with the terms of this agreement or Guidelines, the Applicant must return those Grant funds to the PEDC.
8. Severability: The provisions of this agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
9. Applicable Law: This Agreement is governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Anderson County, Texas. The Parties agree that venue for any cause of action arising pursuant to the Agreement is proper only in Anderson County, Texas.
10. Interpretation: Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.
11. No Joint Venture: Nothing contained in this Agreement is intended by the Parties to create

a partnership or joint venture between any or all of the Parties.

12. Parties in Interest: Nothing in this Agreement shall entitle any Party other than PEDC or the Applicant to any claim, cause of action, remedy, or right of any term of this Agreement.

13. Survival of Terms: All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

14. Entire Agreement: This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in the year and as of the date indicated.

Executed on the date shown opposite the signature of each party.

For the Applicant(s):

Dogwood Arts Council, Inc.

By _____ Date _____
Mary Jean Mollard, Treasurer

For the PEDC:

Palestine Economic Development Corporation

By _____ Date _____
Dan Bochsler, Board President

For the City:

City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor



Agenda Date: 02/11/2025

To: Palestine Economic Development Corporation

From: Lisa Bowman, Economic Development Admin

Agenda Item: Discussion and possible action regarding CD investment options for PEDC.

SUMMARY:

Discussion and possible action regarding CD investment options for PEDC.

RECOMMENDED ACTION:

Staff recommends the board take possible action regarding CD investment options for PEDC.



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding the Palestine EDC Downtown Grant Program Guidelines.

SUMMARY:

Discussion and possible action regarding the Palestine EDC Downtown Grant Program Guidelines.

RECOMMENDED ACTION:

Staff recommends the board discuss and take possible action regarding the Palestine EDC Downtown Grant Program Guidelines.

Attachments

PEDC Grant Guidelines



PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM GUIDELINES

Section 1. Sponsor

Palestine Economic Development Corporation (PEDC)

Section 2. Purpose

The purpose of this Program is to enhance the economic vitality of the City of Palestine by encouraging visually appealing physical improvements to distressed property located within the downtown area of Palestine, TX. Eligible properties must reside within the city limits of Palestine, Texas, and within the areas within the Main Street Overlay District included in this packet. Rehabilitation to properties located within any City of Palestine historic district must obtain approval from the appropriate city boards & commissions prior to grant approval.

Section 3. Grant Amounts

- A. All eligible improvements can be considered for a matching grant for up to 75% of the actual, eligible costs, with maximum grant amount of \$75,000.
- B. **Microgrants:** In accordance with Texas Local Government Code Section 505.158, 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. All other requirements & restrictions as outlined in these guidelines are still required including the execution of a Performance Agreement between PEDC and Applicant.

Section 4. Eligible Area

Any existing commercial structure within the Palestine City Limits and located in the Main Street Overlay District. Property addresses will be verified to be within the actual official boundary of the Main Street Overlay District with the official City of Palestine Zoning Map, current as of the date of the grant application.

Section 5. Eligible Improvements

A. FAÇADE IMPROVEMENT:

Principal Façade: Improvements to the exterior portion of a building or structure which contains the principal entrance(s) of the building that is visible from the public right of way. Improvements including, but not limited to, items such as removal of non-contributing false façade, painting, reconstruction, rehabilitation and preservation of the façade, building cleaning, tuck pointing masonry, renovation or replacement of exterior lighting, awnings or other similar improvement (must be in conjunction with other façade improvements).

Side (or rear) Façade: Any exterior portion of a building or structure, not including the primary façade, but that is *visible from the public right of way*.

B. BUILDING STABILIZATION:

Roof replacement and/or repair; Interior structural improvements (floor joists, ceiling repairs or other similar improvements); Building systems improvements (electrical, plumbing, HVAC); improvements made to suit American Disability Act (ADA) standards; other improvements for building stabilization as approved by PEDC Board.

C. SIGN IMPROVEMENTS:

New signs, renovation, or removal of existing signs. Signage must meet the requirements of the City of Palestine signage ordinances and receive the appropriate signage permits to be considered.

D. PROPERTY IMPROVEMENTS:

Items such as fencing, driveway improvement, and parking lot improvements that are visible from the public right of way.

E. MIXED-USE PROPERTY IMPROVEMENTS:

The PEDC can consider funding improvements to properties that serve a mixed use (commercial & residential). However, additional information may be required as a part of the application process to determine the proportionality of the effect of the proposed improvements on the commercial capacity of the building. Properties considered under this category may not be eligible for all forms of improvements listed in Items A – D of this Section but will be considered on a case-by-case basis.

Example: A roof replacement that will cost \$100,000 on a mixed-use property of 5,000 square feet for which 2,500 square feet is used for retail and 2,500 square feet is used for residential. The total project cost may be proportionally observed to equally effect both uses of the building based on square footage, therefore the maximum project cost that could be considered for the grant would be \$50,000 with the PEDC considering funding up to \$37,500 (75% of \$50,000).

Example: ADA improvements that will cost \$25,000 to improve access to the storefront of a building that also has rear access to the second floor containing apartments. The total project cost can be considered for the grant since the improvements exclusively improve access to the store front which does not provide primary access to the second floor, therefore the maximum grant that could be considered would be \$25,000 with the PEDC funding \$18,750 (75% of \$25,000)

Section 6. Application & Approval

- A. Applications must be made on a form provided by PEDC and may be obtained at the Palestine Economic Development Corporation office located at 100 Willow Creek Parkway, Suite A, Palestine, Texas 75801 or on the PEDC website at www.palestinetexas.net.
- B. Applications must be submitted to the PEDC office located at 100 Willow Creek Parkway, Suite A, Palestine, Texas 75801 or via email to edcadmin@palestine-tx.org.
- C. Proof of ownership (i.e., Warranty Deed) of the property will be required of Applicants.

- D. An Applicant operating in a leased facility may apply with the consent of the property owner. Copies of an executed lease agreement and proof of ownership will be required.
- E. All applications must contain competitive cost estimates (bids) 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.
- F. PEDC may request additional information or clarification from Applicant.
- G. Application should include photos of the existing condition to be improved and a rendering of improvements to be made.
- H. PEDC may approve an application grant with provisions, conditions, or other requirements as it may from time to time deem appropriate.
- I. Applicants will be notified in writing of PEDC's approval or disapproval of an application.
- J. PEDC will present approved applications for grants totaling \$10,000 or more to the City of Palestine City Council for final approval. **Applications that do not receive City Council approval shall be deemed as denied.**
- K. If approved, Applicant will be required to enter into a Performance Agreement with PEDC detailing the full terms and conditions of their specific grant.

Section 7: Restrictions

- A. Labor provided by the Applicant or his/her employees may not be included in the cost estimate of the project and is not reimbursable through this Grant Program or attributable as part of the Applicant's match of funds.
- B. Grant Program funds are limited to materials and labor directly contributing to the eligible improvements defined herein. General contracting fees and city permitting fees are not eligible costs for reimbursement.
- C. Grant funding will be limited to one (1) grant to any one (1) Address during a fiscal year. **Total possible funding per grant application is \$75,000 maximum.**
- D. Business facilities that also serve certain residential purposes (i.e. mixed-use buildings) can be considered. **However, any buildings that serve as the domicile of the building's owner (regardless of proportionality) are not eligible for grant funds.**
- E. If a property is sold, utilized, or conveyed for a purpose not originally intended by the grant application, whether by owner or by leasing tenant, within one year of grant funding being awarded to the applicant, the applicant may be required to reimburse the PEDC immediately for the full amount of the grant.
- F. Applicants, businesses and/or property owners which owe outstanding financial obligations to PEDC or the City of Palestine, such as liens, court fines, city utility bills, or delinquent sales or property taxes are not eligible.
- G. Applicants, business and/or property owners with threatened, contemplated or active lawsuit or other legal administrative or dispute resolution proceeding against the PEDC or the City of Palestine are not eligible.
- H. Improvements must be made in accordance with project drawings, specifications, and information provided in the application, and as approved by PEDC and the appropriate city departments. Any modifications to the scope of any proposed improvements shall be subject to PEDC and City of Palestine review.

- I. Applicant must obtain all applicable permits related to the improvement project prior to any grant funds being distributed.
- J. Applicant may not knowingly employ an “undocumented worker” as that term is defined by Tex. Gov’t. Code Sec. 2264.001.
- K. Improvements as described in Section 5 Items A – E of these guidelines **may not commence prior to** execution of a Performance Agreement by the PEDC, and Performance Agreements for grants of \$10,000 or more will require approval by the City of Palestine City Council before the agreement can be executed.
- L. Improvements must commence within sixty (60) days of and be completed within nine (9) months of the approval of the Performance Agreement by PEDC and the City of Palestine. Any extensions to the project completion date can be considered as an amendment to the Performance Agreement subject to approval by PEDC and the City of Palestine.
- M. Grants of \$10,000 or more are subject to final approval by the City of Palestine City Council. Applications that do not receive City Council approval shall be deemed as denied.
- N. Applicant shall fully comply with all federal and Texas laws which includes but is not limited to Applicant’s compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as Applicant’s refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

Section 8. Evaluation of Applications

- A. PEDC reserves the sole discretion to recommend or deny approval of a grant application to City Council. The Applicant accepts that decisions relating to the recommendation to award grant funds involves subjective judgments on the part of PEDC, including the aesthetics of the proposed project, the proposed project as an improvement to the property, the benefit to the City of Palestine, total funds to be expended by Applicant, productive life of improvements and the availability of funds budgeted by PEDC.
- B. The following factors shall be considered in determining whether or not to award grant:

Visual Appeal: Improvement in the attractiveness of the location and the level of blight or deterioration removed; design chosen is complimentary to the building’s architecture and is tasteful and consistent with surrounding businesses; paint chips/sign material are to be submitted with application and final project must reflect what was submitted and approved; level of improvement impact on overall appearance of facility.

Economic Impact: Amount of additional funding expended by business; appropriateness of business to overall economic development in the surrounding neighborhood; improvements that add to the tax roll value; traffic level of roadways adjacent to improvement; mitigation of health and safety issues; reuse of vacant or underutilized property.

Improvements Made for Accessibility: Improvements and modifications implemented to ensure that buildings and businesses are usable and inclusive for individuals with disabilities. These improvements aim to remove barriers and create environments that accommodate people with diverse needs. Accessibility improvements may include the installation of ramps, elevators, and wider doorways in

buildings, the addition of tactile signage, and improvements to publicly accessible restroom facilities to suit ADA standards.

Historic Preservation: Improvements made to protect and conserve historically significant buildings, structures, sites, and cultural artifacts for the benefit of present and future generations. Historic preservation efforts may involve restoration, rehabilitation, or adaptive reuse of historic properties to ensure they remain functional and relevant while preserving their historical character. This practice helps communities maintain a sense of identity, fosters tourism, and contributes to the overall cultural richness of a region.

- C. PEDC reserves the right to utilize outside resources it deems necessary for assistance in its decision-making process.
- D. PEDC reserves the right to waive any requirement(s) herein contained, and/or add any requirements it deems appropriate in making its determination of approval or disapproval of a grant application.

Section 9. Funding

- A. Upon execution of a Performance Agreement, the PEDC shall furnish Applicant with 50% of its total grant award as outlined in the Performance Agreement.
- B. Applicant shall provide PEDC with written notification and verification of project completion by letter stating that all improvements have been completed in accordance with the application, approval and Grant Agreement, and that full payments have been made for all labor and materials with attached paid receipts for materials and labor, cancelled checks, required permits, inspection reports, release of liens and project photographs. Incomplete improvements or projects that are completed for less than the initially estimated costs will be remedied in accordance with the provisions of the Performance Agreement.
- C. Upon the PEDC's receipt of a 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.
- D. Following on-site inspection, PEDC will review the findings and request additional information, if needed, and notify the Applicant of compliance or items of non-compliance. Failure to correct the items of non-compliance within thirty (30) days of notice thereof shall be cause for cancellation of the Performance Agreement and result in any remedies contained therein.
- E. Upon a finding by the PEDC board of directors of project completion and approval, payment of the remaining 50% grant funds will be made.

Section 10. General

- A. The PEDC Board and City of Palestine City council reserves the right to amend or end this Grant Program as it may from time to time find desirable.
- B. This Grant Program does not vest any person with any legal rights not related to the enforcement of a Performance Agreement executed pursuant to this Grant Program.
- C. The provision or delivery of these guidelines and criteria to an interested party does not constitute an offer of an improvement grant to that party.

- D. The adoption of these guidelines and criteria does not limit PEDC's discretion whether to recommend or deny a grant to an applicant, which absolute right of discretion PEDC and the City of Palestine City Council reserves, whether or not such discretion may be deemed arbitrary or without basis of fact.
- E. The adoption of these guidelines and criteria does not create any property, contract, or other legal rights in any person to have PEDC provide grant funding.
- F. 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/APPLICANTS FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.**



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding the First Amendment to the Performance Agreement with Callizo Aromas, LLC.

SUMMARY:

Discussion and possible action regarding the First Amendment to the Performance Agreement with Callizo Aromas, LLC.

RECOMMENDED ACTION:

Staff recommends approval of the First Amendment to the Performance Agreement with Callizo Aromas, LLC.

Attachments

Callizo Aromas 1st Amendment

FIRST AMENDMENT TO PERFORMANCE AGREEMENT

THIS FIRST AMENDMENT TO PERFORMANCE AGREEMENT (“First Amendment”) is made effective the ____ day of _____, ____, (“Effective Date”) by and among Palestine Economic Development Corporation, a Texas non-profit Type B economic development corporation (“PEDC”), and Callizo Aromas LLC, a Texas limited liability company (“Callizo”), and Perfect Life TX LLC, a Texas limited liability company (“Perfect Life”). Collectively, the PEDC, Callizo, and Perfect Life may be referred to herein as the “Parties” and, each separately, as a “Party.”

RECITALS

A. The Parties entered into that certain Economic Development Performance Incentive Agreement executed by PEDC on July 24, 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. Callizo and Perfect Life have determined that additional electrical work is needed to accommodate equipment changes that will impact the timeline for construction of the aromatic ingredient manufacturing facility and other improvements to be made to the Project Property.

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

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

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

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

2. Section 3.01(l) of the Performance Agreement is amended as follows:

“The ‘**Period of Performance**’ is the period of time during which Callizo shall establish and maintain ongoing and uninterrupted business operations at the Property for a period of at least ten (10) years, beginning upon the Callizo’s acquisition of a certificate of occupancy for the aromatic ingredient manufacturing facility on the Property and in no case later than April 30, 2025.”

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

“Construction of the Facility. Perfect Life agrees that it shall construct its aromatic ingredient manufacturing facility and Callizo shall acquire a certificate of occupancy for the facility on the Property, on or before April 30, 2025.”

4. Section 4.01(b) of the Performance Agreement is amended as follows:

“Ongoing and Uninterrupted Business Operations. Callizo shall maintain ongoing and uninterrupted business operations at the Property for a period of at least ten (10) years, beginning upon the receipt of the certificate of occupancy for the aromatic ingredient manufacturing facility on the Property by Callizo (the ‘Period of Performance’). Operations of the aromatic ingredient manufacturing facility shall begin no later than April 30, 2025.”

5. Section 6.01 of the Performance Agreement is amended as follows:

“This agreement shall be effective as of the Effective Date and shall terminate at the end of the ten (10) year period beginning upon the acquisition of a certificate of occupancy for the facility on the Property by Callizo and in no case later than April 30, 2025.”

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

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

Callizo Aromas LLC
(a Texas limited liability company)

By: _____
Name: Sergio Callizo
Its: CEO

Perfect Life TX LLC
(a Texas limited liability company)

By: _____
Name: Sergio Callizo
Its: CEO

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



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding a Second Amendment to the Performance Agreement with Texas Futura LLC and Lonestar Oil Tech LLC.

SUMMARY:

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

RECOMMENDED ACTION:

Staff recommends approval of the Second Amendment to the Performance Agreement with Texas Futura LLC and Lonestar Oil Tech LLC.

Attachments

Texas Futura 2nd Amendment

SECOND AMENDMENT TO PERFORMANCE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

“**Construction Period**’ or **Period of Construction**’ means that period of time that Lonestar is required to construct its Re-Refining Facility and install the Step-Down Transformer. The **Construction Period**’ or **Period of Construction**’ shall begin on the Effective Date of this Agreement and shall end on August 31, 2025.”

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

“A **‘Default’** is a material breach of this Agreement – that allows for the termination of this Agreement – that occurs if Futura or Lonestar (i) fail to complete construction of and obtain a Certificate of Occupancy for the Re-Refining Facility no later than August 31, 2025; (ii) fail to construct the Re-Refining Facility; (iii) fail to comply with any of the material terms of this Agreement; (iv) fail to meet their responsibilities, representations, promises, covenants, and obligations as required by Article IV of this Agreement; (v) fail to comply with any of the terms of the Abatement Agreement; or, (vi) if any representation by Futura or Lonestar in this Agreement is found to be false or misleading in any respect.”

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

“**‘Period of Construction’** or **‘Construction Period’** means that period of time that Lonestar is required to construct its Re-Refining Facility and install the Step-Down Transformer. The **‘Period of Construction’** or **‘Construction Period’** shall begin on the Effective Date of this Agreement and shall end on August 31, 2025.”

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

“The **‘Period of Performance’** is the period of time during which Futura shall establish and maintain ongoing and uninterrupted business operations at the Project Property for a period of at least ten (10) years, beginning upon the issuance of a Certificate of Occupancy for the Re-Refining Facility and in no case later than August 31, 2025.”

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

“Construction of Re-Refining Facility. Lonestar shall construct its Re-Refining Facility and install the Step-Down Transformer during the Period of Construction. The **‘Period of Construction’** (or, **‘Construction Period’**) shall begin on the Effective Date of this Agreement and shall end on August 31, 2025. During the Construction Period, Lonestar shall provide the PEDC a copy of all documents submitted to the City in furtherance of and as required for the construction of the Re-Refining Facility and installation of the Step-Down Transformer. During the Period of Construction, Lonestar shall submit a quarterly report, in writing, to the PEDC detailing the progress of the construction of the Re-Refining Facility and the installation of the Step-Down Transformer.”

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

“Ongoing and Uninterrupted Business Operations. Futura shall establish and maintain ongoing and uninterrupted business operations at the Project Property for a period of at least ten (10) years, beginning upon the issuance of a Certificate of Occupancy for the Re-Refining Facility (the **‘Period of Performance’**). Operations at the Re-Refining Facility shall begin no later than August 31, 2025.”

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

“Declaration of Default. During the period during which this Agreement is effective, the PEDC may declare a default by Futura or Lonestar, respectively if: (i) Lonestar fails to complete construction of, and Futura fails to obtain a Certificate of Occupancy for, the Re-Refining Facility by August 31, 2025; (ii) Lonestar fails to construct the Re-Refining Facility; (iii) Futura or Lonestar fail to comply with any of the material terms of this Agreement; (iv) Futura or Lonestar fail to meet their responsibilities, representations, promises, covenants, and obligations as require by Article IV of this Agreement; (v) Futura or Lonestar fail to comply with any of the terms of the Abatement Agreement; or, (vi) if any representation by Futura or Lonestar in this Agreement is found to be false or misleading in any respect (**‘Default’**).”

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

IN WITNESS WHEREOF, the Parties hereto have caused this Second 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

Texas Futura, LLC
(a Texas limited liability company)

By: _____
Name: Nelson Varughese
Its: President

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

By: _____
Name: Nelson Varughese
Its: President

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



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Discussion and possible action regarding an LOI for renewal of the lease agreement between PEDC and International Tutoring Services, LLC.

SUMMARY:

Discussion and possible action regarding an LOI for the renewal of the leasing agreement between PEDC and International Tutoring Services, LLC (GENTIVA Hospice).

RECOMMENDED ACTION:

Staff recommends the board discuss and take action regarding the LOI for the renewal of the leasing agreement between PEDC and International Tutoring Services, LLC (GENTIVA Hospice).

Attachments

Gentiva Hospice LOI

January 10, 2025

Christophe Trahan
Palestine Economic Development Corporation
Executive Director
Office: 903-729-4100
Cell: 430-342-5262
edcdirector@palestine-tx.org

**RE: Letter of Intent ("LOI")
Gentiva
100 Willow Creek Parkway**

Dear Christophe:

Pursuant to our recent discussions, International Tutoring Services, LLC is prepared to enter into further lease negotiations with Palestine Economic Development Corporation for office space, subject to Landlord's acceptance of the major building terms set forth herein. The terms and conditions are subject to Tenant's senior management approval and a mutually acceptable lease agreement.

IF LANDLORD IS, OR COULD BE, A POTENTIAL REFERRAL SOURCE AS DEFINED BELOW, PLEASE STOP AND CALL TENANT'S AGENT IMMEDIATELY.

Landlord hereby covenants, warrants, and agrees that neither Landlord (if he/she is an individual or group of individuals) nor any person with an ownership interest in Landlord is a Physician (defined below), a member of a Physician's office staff, or an Immediate Family Member (defined below) of a Physician. "Physician" means (1) any person licensed to practice medicine (2) an Osteopathic physician; (3) a Chiropractic physician; and (4) a Podiatric physician. "Immediate Family Member" means a husband or wife; a birth or adoptive parent, child or sibling; a stepparent, stepchild, stepbrother, or stepsister; a father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; a grandparent or grandchild; or a spouse of a grandparent or grandchild.

| | |
|---------------------------|---|
| Premises: | No change; Suite B. 2,397 RSF |
| Lease Agreement: | The lease shall be documented on a GENTIVA form of lease amendment. GENTIVA's Legal Department will draft a customized document based on the business points agreed to in this LOI. |
| Commencement Date: | October 1, 2025 |
| Lease Term: | Thirty six (36) months |
| Rental Abatement: | None |

| | |
|-----------------------------|---|
| Base Rent: | Months 01 – 36: \$3,000.00 per month |
| Brokerage Agreement: | Per a separate agreement, Swearingen Realty Group shall be paid a 4% commission. |
| Confidentiality | The information in this LOI is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged, confidential and/or exempt from disclosure under applicable law. |

SIGNATURE PAGE FOLLOWS

This letter does not constitute an agreement between the parties, but merely sets forth the general terms under which Tenant agrees to enter further negotiations and is contingent upon Tenant's review of a draft lease agreement and a definitive written agreement signed by the parties.

If the terms and conditions are acceptable, please indicate by signing below and returning this letter to me via email mattp@swearingen.com.

Sincerely,

Matt Paterson

Vice President

Swearingen Realty Group, L.L.C.
5400 Lyndon B. Johnson Freeway, Suite 1300
Dallas, TX 75240
Phone: 214-433-7025
www.swearingen.com



Accepted by Landlord

Signature

Date _____

Accepted by Tenant

Signature

Date _____



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Consideration and possible action regarding Resolution R-1-25.

SUMMARY:

Consideration and possible action regarding Resolution R-1-25, a resolution of the PEDC declaring a project of the PEDC offering an economic development grant to incentivize Pearl Gymnastics Center, LLC. to commence its business operations in the City by granting certain economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds, in exchange for the creation of jobs and a capital investment within the city limits of the City of Palestine; authorizing the execution of a nonbinding letter of intent; setting a public hearing; and authorizing and directing staff to publish notice of the same.

RECOMMENDED ACTION:

Staff recommends the board consider and take possible action regarding Resolution R-1-25.

Attachments

Pearl Gymnastics LOI
Resolution R-1-25



February 11, 2025

Via Email Correspondence to lon6horns@gmail.com

Pearl Gymnastics Center LLC

Attn: Fletcher Crimbring

2364 Anderson County Road 404

Palestine, Texas 75803

NON-BINDING LETTER OF INTENT

Dear Mr. Crimbring,

Thank you for your interest in the economic development incentives offered by the **Palestine Economic Development Corporation (the “PEDC”)** of the City of Palestine, Texas (the “City”). In response to our recent conversations, the PEDC convened on February 11, 2025, at a regular called meeting to consider and approve the proposed terms of this “Non-Binding Letter of Intent,” which the PEDC – in turn – authorized me to propose to **Pearl Gymnastics Center, LLC (“Pearl Gymnastics”)**, under which the PEDC is willing to negotiate an Economic Development Performance Incentive Agreement for the incentives described below. For purposes of this “Non-Binding Letter of Intent”) (the “LOI”), Pearl Gymnastics and the PEDC may be referred to herein collectively as the “Parties” and individually as a “Party.”

The terms proposed herein are preliminary, non-binding, and for negotiation purposes only. Please execute this LOI, where indicated, and return either the original signed or scanned copy before 5 p.m. on February 28, 2025, at which point this LOI shall expire. If returning the original signed copy, it must be received by the PEDC before 5 p.m. on February 28, 2025.

To reiterate, this LOI is non-binding and is for discussion and negotiation purposes only. The terms and conditions, outlined below, represent the current understanding of the state of negotiations between the Parties and may change upon the Parties’ mutual written agreement or through formal amendment of this LOI. The Parties understand that changes to the terms and conditions outlined below may result in statutorily required variations to the economic development incentives currently offered and available herein.

The Parties will only be bound by the terms of a written Economic Development Performance Incentive Agreement, acceptable in form and substance, satisfactory to both Parties and the City Council for the City of Palestine, Texas, and effective only upon approval by all governing bodies and full execution and delivery by same.

Background

Pearl Gymnastics has expressed an interest in constructing and operating gymnastics studio within the limits of the City, constituting a capital investment of approximately \$420 thousand within the City and surrounding Anderson County, Texas (the “Project”). To incentivize this investment, the PEDC has authorized certain economic development incentives the terms of which have been preliminarily captured in this non-binding LOI.

Conditions Precedent:

- Pearl Gymnastics shall acquire the facility located at 201 Saltworks Rd. (the “Project Property”).
- Pearl Gymnastics agrees to an approximate capital investment of \$420,000.00, with that capital investment consisting of approximately \$345,000.00 in buildings and other real property improvements and \$75,000.00 in business personal property.
- Pearl Gymnastics must complete renovation of the Project Property and maintain ongoing and uninterrupted business operations for a period of **at least six (6) years**, beginning upon Pearl Gymnastics’ acquisition of its final Certificate of Occupancy for the Project Property. Pearl Gymnastics shall obtain the final Certificate of Occupancy for the Project Property no later than August 1, 2025.
- Within the first year of Project operations, Pearl Gymnastics shall employ two (2) Part-Time Employees (“PTEs”). In the third year of Project operations, Pearl Gymnastics shall employ two (2) additional PTEs.
- Pearl Gymnastics will be required to provide PEDC with a business plan that has been reviewed by the Trinity Valley Community College Small Business Development Center (“**TVCC SBDC**”) and includes a summary letter of said review signed by a TVCC SBDC representative prior to issuance of any PEDC incentive.
- For the first 3 years of operations, Pearl Gymnastics will be required to conduct an annual financial review of their operations with TVCC SBDC & submit an annual report to PEDC summarizing said review signed by a TVCC SBDC representative.

Proposed PEDC Economic Development Cash Incentive:

- The PEDC shall pay directly to Pearl Gymnastics a cash payment, in a value not to exceed \$15,000.00, to reimburse Pearl Gymnastics for the installation costs of an HVAC system on the Project Property.

Performance Incentives:

- Pearl Gymnastics’ failure to meet its performance obligations under the Economic Development Performance Incentive Agreement during the period of performance prescribed therein will result in the clawback of the initial cash incentive in a manner prescribed within the Economic Development Performance Incentive Agreement.
- The Economic Development Performance Incentive Agreement may terminate upon the end of the Incentive Period, as provided for therein, with no further effect to the Project.

The above terms and conditions are subject to amendment based upon a Party’s receipt of new information concerning the Project, information received from that Party’s advisors, or changes in any circumstances (actual or perceived) affecting a Party or the Project.

The Parties agree not to voluntarily disclose the terms of this LOI to any third parties, provided, however, that the foregoing shall not apply to disclosures which may be required by applicable law.

This LOI is non-binding and is for discussion and negotiation purposes only. It will be superseded by, and the Parties will only be bound by, the terms of a written Economic Development Performance Incentive Agreement, acceptable in form and substance satisfactory to both Parties and the City Council for the City of Palestine, Texas, and effective only upon approval by all governing bodies and full execution and delivery by same.

Until and unless the Parties mutually approve and execute the agreements identified herein, either Party may

terminate the negotiations contemplated herein at any time, for any reason, without any liability or further obligation (except in regard to its confidentiality obligation) to the other Party, by providing written notice of termination to the other Party at the addresses provided below.

Sincerely,

PEDC

Christophe Trahan
Executive Director

AGREED AND ACCEPTED:

PEDC

By: Dan Bochsler, President

Date: _____

Palestine Economic Development Corp.

Attn: Executive Director

Willow Creek Parkway

Suite A

Palestine, Texas 75801

AGREED AND ACCEPTED:

PEARL GYMNASTICS CENTER, LLC

By: Fletcher Crimbring, Managing Member

Date: _____

Pearl Gymnastics Center LLC

Attn: Fletcher Crimbring

2364 Anderson County Road 404

Palestine, TX 75803

PEDC RESOLUTION NO. R-01-25

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

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

WHEREAS, the PEDC wishes to participate in a project, as that term is defined under Chapter 501 of the Local Government Code, to directly incentivize the economic development of the City through the development and diversification of the economy, the elimination of unemployment and underemployment, and the development and expansion of commerce within the State of Texas; and,

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

WHEREAS, furthermore, the PEDC wishes to participate in a specific type of project, that consisting of land, buildings, equipment, facilities, and improvements found by the PEDC's Board of Directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section. (Section 505.152, Local Government Code); and,

WHEREAS, the PEDC desires to offer an economic development grant as an incentive to **Pearl Gymnastics Center, LLC("Pearl Gymnastics")**, to incentivize Pearl Gymnastics to commence its business operations in the City by granting to Pearl Gymnastics certain economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds, in exchange for Pearl Gymnastics' creation of jobs and a capital investment within the city limits of the City of Palestine (**the "Project"**);

WHEREAS, the PEDC wishes to participate in the Project during FY 2024-2025 and, through such desire, after careful contemplation, wishes to memorialize, declare, and publish its intent to participate in such a project;

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

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

- Section 1.** The above and foregoing premises and recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
- Section 2.** As authorized by Sections 505.158 and 505.152 of the Local Government Code, the PEDC hereby proposes to undertake the Project, described above, to incentivize Pearl Gymnastics to expand its business operations to the City by granting to Pearl Gymnastics certain economic development incentives, those being direct cash incentives consisting of the expenditure of sales tax funds, in exchange for Pearl Gymnastics' creation of jobs and a capital investment within the city limits of the city of Palestine.
- Section 3.** The PEDC hereby finds that the funds expended will be used for eligible "costs" of "projects" as those terms are defined in Chapter 505 of the Local Government Code.
- Section 4.** As required by Section 505.159 of the Local Government Code, the PEDC hereby sets a public hearing for such Project on March 11, 2025, at 10:00 a.m., at its regularly scheduled meeting, the agenda and location for which will be posted no less than seventy-two (72) hours ahead of time on a bulletin board at a place convenient for the public and at www.palestinetexas.net.
- Section 5.** The PEDC hereby authorizes and directs staff to publish public notice of both the Project and the public hearing to be held on the Project in the newspaper of general circulation, that being the Palestine Herald Press.

PASSED AND APPROVED this 11th day of February 2025.

Charles Drane, *Secretary*

ATTEST:

Joseph Thompson, *Board Member*
Palestine Economic Development Corporation



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Take any necessary action regarding a Downtown Grant Application & Perf. Agreement with Bill Byers.

SUMMARY:

Take any necessary action regarding a Downtown Grant Application & Perf. Agreement with Bill Byers for the property located at 104 W. Crawford.

RECOMMENDED ACTION:

Staff recommends the board take action regarding the Downtown Grant Application & Perf. Agreement with Bill Byers for the property located at 104 W. Crawford.



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Take any necessary action regarding the Com. Dev. Grant Application and Perf. Agreement with Dogwood Arts Council, LLC.

SUMMARY:

Take any necessary action regarding the Com. Dev. Grant Application and Perf. Agreement with Dogwood Arts Council, LLC.

RECOMMENDED ACTION:

Staff recommends the board take action regarding the Com. Dev. Grant Application and Perf. Agreement with Dogwood Arts Council, LLC.



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Take any necessary action regarding the Com. Dev. Grant application and Perf. Agreement with Meals on Wheels of Palestine, Inc.

SUMMARY:

Take any necessary action regarding the Com. Dev. Grant application and Perf. Agreement with Meals on Wheels of Palestine, Inc., d/b/a Tri-County Meals on Wheels.

RECOMMENDED ACTION:

Staff recommends the board take action regarding the Com. Dev. Grant application and Perf. Agreement with Meals on Wheels of Palestine, Inc., d/b/a Tri-County Meals on Wheels.

Attachments

CDG Application
Performance Agreement



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

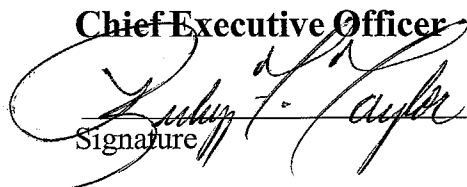
If funding is approved by the PEDC board of directors, Applicant will assure:

- 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.

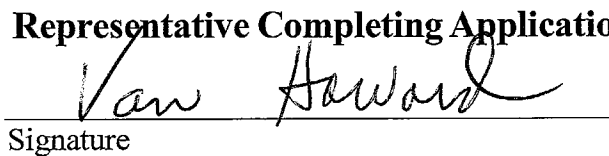
Chief Executive Officer


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**

COMMUNITY DEVELOPMENT GRANT FUNDING AND PERFORMANCE AGREEMENT

THIS COMMUNITY DEVELOPMENT GRANT FUNDING AND PERFORMANCE AGREEMENT (the “Agreement”) is entered into by and between Palestine Economic Development Corporation (the “PEDC”), a Texas non-profit corporation and Type B Economic Development Corporation, whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and the Meals on Wheels of Palestine, Inc., d/b/a Tri-County Meals on Wheels (“Applicant”), whose address is 200 N. Church Street Palestine, TX 75801.

RECITALS

1. PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Sec. 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 (the “City”).

2. Meals on Wheels of Palestine, Inc. is a domestic nonprofit corporation d/b/a Tri-County Meals on Wheels registered to do business in Texas, an eligible applicant under the Guidelines and Criteria for the Community Development Grant Program.

3. PEDC created the Community Development Grant Program (the “Grant Program”) to enhance the quality of life in the City of Palestine and advance the mission of the PEDC which is, in part, to provide the leadership and resources to successfully compete for jobs and enhance community wealth.

4. Applicant submitted its Application dated August 20, 2024, for a Community Development Grant (“Application”), which is attached hereto as Exhibit “A”.

5. The project which is the subject of this Agreement is the development of an outdoor space expansion of the Palestine Senior Activity Center entailing planning & design, site preparation, and construction of amenities including a nature preserve trail, concert atrium, gazebo, multi-use pavilion, and an event/activity lawn located at 200 N. Church St. Palestine, TX 75801 (the “Project”). Applicant plans to make a total capital investment of an amount up to and not to exceed **Seven Hundred Thirty Thousand Dollars and No Cents (\$730,000.00)** over time for the Project. PEDC has found that Applicant’s Project will be required or suitable for use for convention purposes which will ultimately attract resident and visitor participation, contribute to the quality of life, and add value to the tax rolls of Palestine and other local taxing entities.

6. The PEDC finds the Project is an authorized project under Texas Local Government Code 505.152 (Convention Facilities) and will promote new and expanded business development pursuant to Texas Local Government Code 505.158.

7. The PEDC published general notice of the Grant Program in the Palestine Herald on August 29, 2024, as required by Texas Local Government Code 505.160.

8. The PEDC board of directors has approved a grant and funding to the Applicant in an amount not to exceed **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)** in Project-related expenses.

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, Applicant and the PEDC agree as follows:

FUNDING AND PERFORMANCE

1. Recitals: The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.
2. Agreement to Fund Project: The PEDC agrees to provide the Applicant an amount up to and not to exceed Seventy-Five Thousand Dollars and No Cents (**\$75,000.00**) in 4B Revenues to be used to facilitate the Project.
3. Term. This Agreement shall commence on the date last executed below and shall terminate on July 1, 2026.
4. Agreement to Perform: The Applicant agrees to complete the approved Project and provide a written Project final report to the PEDC within fifteen (15) months of the execution of the Agreement. The Applicant agrees to recognize the PEDC as a sponsor and financial contributor of the Project in all advertising, publicity, and promotional materials, using verbiage that identifies the PEDC as a financial contributor to the Project.
5. Project Budget: The Applicant agrees that if it is unable to provide sufficient written proof to the PEDC, at the PEDC's sole determination, that it has raised at least Three Hundred Twenty Seven Thousand Five Hundred Dollars and No Cents (\$327,500.00) of its total Project budget by June 30, 2025, then this Agreement shall be automatically terminated and the Applicant shall immediately repay to the PEDC any funds paid to date by the PEDC to the Applicant.
6. Project Administration: The Applicant agrees that it will administer or supervise the administration of the Project in compliance with the PEDC Community Development Grant Program Guidelines absent slight deviations which are hereby approved.
7. No Undocumented Workers: The Applicant agrees that it 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 grant (a public subsidy) provided under the Agreement plus interest, at an agreed rate, not later than the 120th day after the date the PEDC notifies the Applicant of the violation.
8. Payments Due: The PEDC will tender the Grant of **\$75,000.00** to the Applicant only after approval of this performance agreement by the City Council of the City of Palestine at its open meeting on February 24, 2025, and upon Applicant request for reimbursement of its Project-related expenses with all required supporting documentation as provided herein.. Up to 80% of the total approved Project grant amount may be requested for reimbursement during the course of the Project but prior to the final Project completion. All requests for reimbursement submitted to the PEDC must be accompanied by copies of paid invoices/receipts and proof of payment. The remaining 20% of grant proceeds may be paid to 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.
9. Use of Grant Payment: All funds tendered to the Applicant under this Agreement will be used exclusively for the Project as defined herein.
10. Claw Back: If all or any portion of the Grant funds received by the Applicant are not actually used for the Project or not used in accordance with the terms of this agreement or Guidelines, the Applicant must return those Grant funds to the PEDC within thirty (30) days from the date the PEDC provides notice of funds to be repaid.
11. Severability: The provisions of this agreement are severable, and if for any reason a

provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

12. Applicable Law: This Agreement is governed by and construed in accordance with the laws of the State of Texas. This Agreement is entered into and fully performable within Anderson County, Texas. The Parties agree that venue for any cause of action arising pursuant to the Agreement is proper only in Anderson County, Texas.

13. Interpretation: Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

14. No Joint Venture: Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between any or all of the Parties.

15. Parties in Interest: Nothing in this Agreement shall entitle any Party other than PEDC or Applicant to any claim, cause of action, remedy, or right of any term of this Agreement.

16. Survival of Terms: All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

17. Entire Agreement: This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in the year and as of the date indicated.

Executed on the date shown opposite the signature of each party.

For the Applicant(s):

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

By _____ Date _____
Van Howard, Executive Director

For the PEDC:

Palestine Economic Development Corporation

By _____ Date _____
Dan Bochsler, Board President

For the City:

City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor



Agenda Date: 02/11/2025
To: Palestine Economic Development Corporation
From: Lisa Bowman, Economic Development Admin
Agenda Item: Take any necessary action regarding the Performance Agreement with Palestine Mall Redevelopment, LLC.

SUMMARY:

Take any necessary action regarding the Performance Agreement with Palestine Mall Redevelopment, LLC.

RECOMMENDED ACTION:

Staff recommends the board take action regarding the Performance Agreement with Palestine Mall Redevelopment, LLC.
