

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



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

**NOTICE OF MEETING**  
**ECONOMIC DEVELOPMENT CORPORATION**  
**April 14, 2026**  
**10:00 A.M.**  
**PEDC Office**  
**100 Willow Creek Pkwy, Suite A**  
**Palestine, TX**

Zoom Link: <https://us06web.zoom.us/j/86012133240?pwd=AGPI2RL1nNwL6MbfYkrEgQRULIACuo.1>

Meeting ID: 860 1213 3240  
Passcode: 573402

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/PalestineTxEDC](https://www.facebook.com/PalestineTxEDC)

**A. CALL TO ORDER**

**B. PROPOSED CHANGES OF AGENDA ITEMS**

**C. PUBLIC COMMENTS**

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

**D. CONFLICT OF INTEREST DISCLOSURES**

**E. ITEMS FROM BOARD**

**F. DIRECTOR'S REPORT**

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

**G. DISCUSSION AND ACTION ITEMS**

1. Consider approval of PEDC Minutes from March 10, 2026.
2. Consider approval of PEDC Minutes from March 20, 2026.

3. Consider approval of the March 2026 Financial Report.
4. Presentation by Brannon Corporation regarding findings of the Existing Conditions Drainage Study for the Willow Creek Business Park.
5. Presentation by Texas Futura/Lonestar Oil Tech. regarding progress of their project in the Willow Creek Business Park.
6. Discussion and possible action regarding a Community Development Grant Application and Performance Agreement with the Dogwood Arts Council.
7. Discussion and Possible action regarding a Downtown Grant Performance Agreement with Sandra Vasquez.

H. **CLOSED SESSION**

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

1. Section 551.071 consultation with attorney: pending or contemplated litigation or a settlement offer  
a.) Pending or contemplated litigation
2. Section 551.072 deliberation regarding real property: the purchase, exchange, lease, or value of real property  
a.) PEDC Office Space
3. Section 551.087 deliberation regarding Economic Development negotiations  
a.) Texas Futura/Lonestar Oil Tech.

I. **RECONVENE IN REGULAR SESSION**

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

1. Possible action regarding pending or contemplated litigation.
2. Discussion and possible action regarding PEDC Office Space.
3. Discussion and possible action regarding a Fourth Amendment to the Performance Agreement with Texas Futura LLC. & Lonestar Oil Tech. 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 **Wednesday, April 8, 2026**.



Melissa Temple, 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](mailto:citysecretary@palestine-tx.org) or 903-731-8414.



Agenda Date: 04/14/2026  
To: Palestine Economic Development Corporation  
From: Melissa Temple, EDC Administrative Assistant  
Agenda Item: Review Monthly Director's Report.

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**SUMMARY:**

Review Monthly Director's Report.

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

**RECOMMENDED ACTION:**

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

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Agenda Date: 04/14/2026  
To: Palestine Economic Development Corporation  
From: Melissa Temple, EDC Administrative Assistant  
Agenda Item: Review Monthly Marketing Analyst Report.

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**SUMMARY:**

Review Monthly Marketing Analyst Report.

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

**RECOMMENDED ACTION:**

Staff recommends the board review the monthly Marketing Analyst Report.

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Agenda Date: 04/14/2026  
To: Palestine Economic Development Corporation  
From: Melissa Temple, EDC Administrative Assistant  
Agenda Item: Approval of PEDC Minutes From March 10, 2026.

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**SUMMARY:**

Consider approval of PEDC Minutes from March 10, 2026.

**RECOMMENDED ACTION:**

Staff recommends approval of PEDC minutes from March 10, 2026.

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**Attachments**

Minutes 03.10.26

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

The Economic Development Board of the City of Palestine convened in a regular called meeting on Tuesday, March 10, 2026, at 10:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: President Dan Bochsler; Vice- President; Kim Willmott; Secretary/Treasurer Charles Drane; Directors: Joseph Thompson, Debbie Wacha, Firouz Haghighi and Ernest Williams

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

Others Present: City Manager Teresa Herrera; Jeremy Rowden (Via Zoom) and Heather Cook (Via Zoom).

**A. CALL TO ORDER**

With a quorum present, President Dan Bochsler called the meeting to order at 10:02 a.m.

**B. PROPOSED CHANGES OF AGENDA ITEMS**

There were none.

**C. PUBLIC COMMENTS**

There were none.

**D. CONFLICT OF INTEREST DISCLOSURES**

There were none.

**E. ITEMS FROM BOARD**

There were none.

**F. 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 minutes from February 10, 2026.

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

2. Consider approval of minutes from February 20, 2026.

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

3. Presentation by Jeremy Rowden in regard to the Wetlands Delineation Study for the PEDC Rail Park Property.

Jeremy Rowden gave a presentation to the board on the results of the Wetlands Delineation Study for the PEDC Rail Park property.

4. Discussion and possible action regarding a Second Amendment to a Downtown Grant Performance Agreement between PEDC and Cecil Staples.

Motion by Director Firouz Haghighi, seconded by Vice- President Kim Willmott to approve item as presented. Upon vote, the motion carried unanimously 7-0.

**I. CLOSED SESSION**

President Dan Bochsler announced that the board would go into closed session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 10:54 a.m.

1. Section 551.071 consultation with attorney  
a.) Pending or contemplated litigation

-Director Ernest Williams left the meeting at 11:18 a.m.

2. Section 551.072 deliberation regarding real property: the purchase, exchange, lease, or value of real property  
a.) PEDC Office Space

**J. RECONVENE IN OPEN SESSION**

President Dan Bochsler announced the board would reconvene into Open Session. The time was 12:21 p.m.

**K. TAKE ANY NECESSARY ACTIONS REGARDING CLOSED SESSION ITEMS**

L. Possible action regarding pending or contemplated litigation.

No action taken.

2. Discussion and possible action regarding PEDC Office Space.

No action taken.

**L. ADJOURN**

With no other business to come before the Board, President Dan Bochsler adjourned the meeting at 12:26 p.m.

PASSED AND APPROVED THIS 14th DAY OF April 2026.

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Dan Bochsler, President

ATTEST:

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Melissa Temple, Administrative Assistant



Agenda Date: 04/14/2026  
To: Palestine Economic Development Corporation  
From: Melissa Temple, EDC Administrative Assistant  
Agenda Item: Approval of PEDC Minutes From March 20, 2026.

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**SUMMARY:**

Consider approval of PEDC Minutes from March 20, 2026.

**RECOMMENDED ACTION:**

Staff recommends approval of PEDC Minutes from March 20, 2026.

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**Attachments**

Minutes 03.20.26

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

The Economic Development Board of the City of Palestine convened in a special called meeting on Friday, March 20, 2026, at 09:00 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; Directors: Joseph Thompson and Ernest Williams.

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

Others Present: City Manager Teresa Herrera and Heather Cook (Via Zoom).

**A. CALL TO ORDER**

With a quorum present, President Dan Bochsler called the meeting to order at 09:01 a.m.

**B. PROPOSED CHANGES OF AGENDA ITEMS**

There were none.

**C. PUBLIC COMMENTS**

There were none.

**D. CONFLICT OF INTEREST DISCLOSURES**

There were none.

**E. ITEMS FROM BOARD**

There were none.

**F. CLOSED SESSION**

President Dan Bochsler announced that the board would go into closed session pursuant to Texas Government Code, Chapter 551, Subchapter D. The time was 09:03 a.m.

1. Section 551.087 deliberation regarding Economic Development negotiations
  - a.) PEDC Office Space

**G. RECONVENE IN OPEN SESSION**

President Dan Bochsler announced the board would reconvene into Open Session. The time was 09:13 a.m.

**H. TAKE ANY NECESSARY ACTIONS REGARDING CLOSED SESSION ITEM**

- I. Take necessary action regarding PEDC Office Space.

Motion by Director Joseph Thompson, seconded by Vice President Kim Willmott to approve the proposed purchase sale agreement for 217 & 219 West Main Street, Palestine, Tx. Upon vote, motion carried unanimously 4-0.

**I. ADJOURNMENT**

With no other business to put before the Board, President Dan Bochsler adjourned the meeting at 09:14 a.m.

PASSED AND APPROVED THIS 14th DAY OF April 2026.

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Dan Bochsler, President

ATTEST:

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Melissa Temple, Administrative Assistant



Agenda Date: 04/14/2026  
To: Palestine Economic Development Corporation  
From: Melissa Temple, EDC Administrative Assistant  
Agenda Item: March 2026 Financial Report.

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**SUMMARY:**

Consider approval of the March 2026 Financial Report as presented.

**RECOMMENDED ACTION:**

Staff recommends approval of the March 2026 Financial Report.

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Agenda Date: 04/14/2026  
To: Palestine Economic Development Corporation  
From: Melissa Temple, EDC Administrative Assistant  
Agenda Item: Presentation by Brannon Corporation regarding findings of the Existing Conditions Drainage Study for the Willow Creek Business Park.

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**SUMMARY:**

Presentation by Brannon Corporation regarding findings of the Existing Conditions Drainage Study for the Willow Creek Business Park.

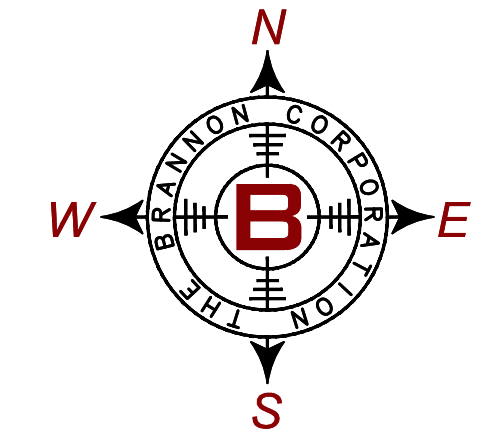
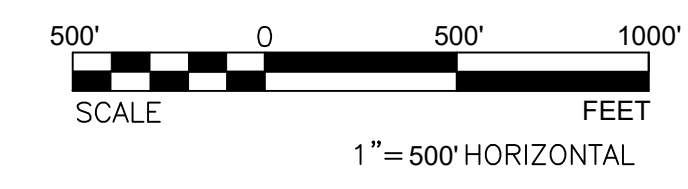
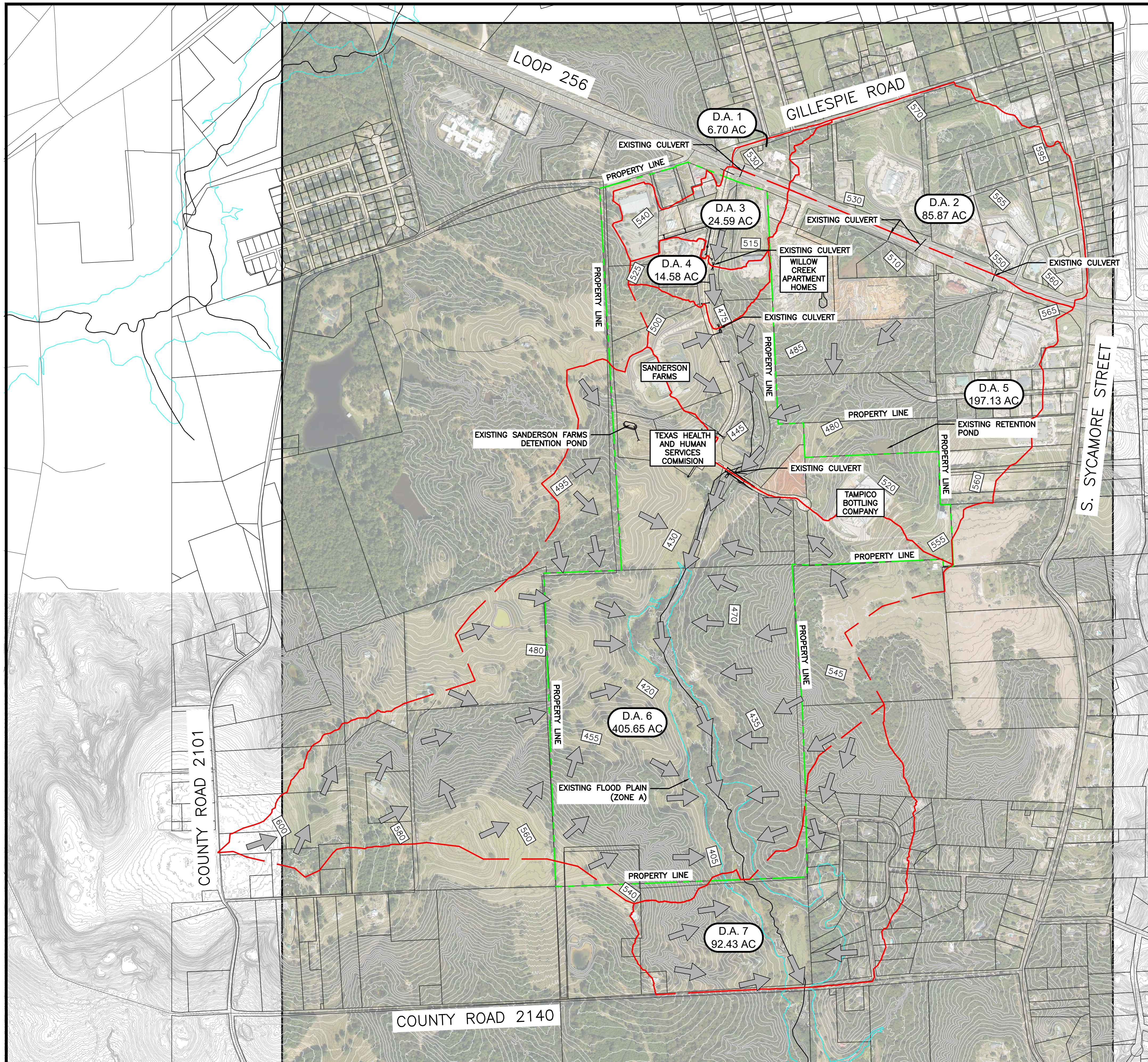
**RECOMMENDED ACTION:**

No action required.

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**Attachments**

Willow Creek Business Park Drainage Study- Existing Study  
Willow Creek Business Park Drainage Study- Next Steps



- LEGEND**
- RUNOFF DIRECTIONAL ARROW
  - DRAINAGE AREA BOUNDARY
  - PROPERTY LINE
  - FLOOD PLAIN - ZONE A  
RETRIEVED FROM FEMA MAP 48001C0535D; EFF. 2/3/2010

DESIGNED BY: SFINDK  
 DATE: MARCH 2, 2026  
  
*Samuel Ivy*

1321 S. BROADWAY AVE. TYLER, TX 75701 (903) 597-2122  
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**DRAINAGE PLANS FOR**  
**WILLOW CREEK BUSINESS PARK DRAINAGE STUDY**  
**PALESTINE ECONOMIC DEVELOPMENT COUNCIL**  
**PALESTINE, ANDERSON COUNTY, TEXAS**

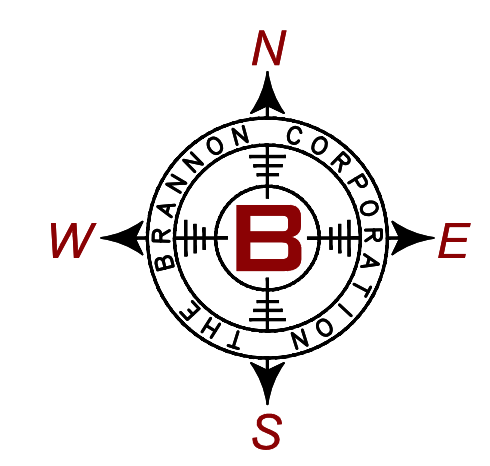
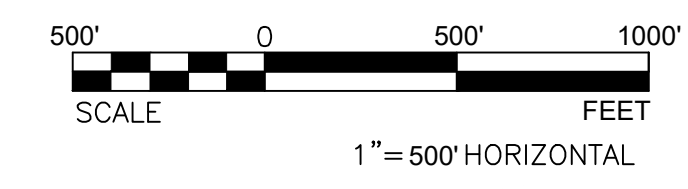
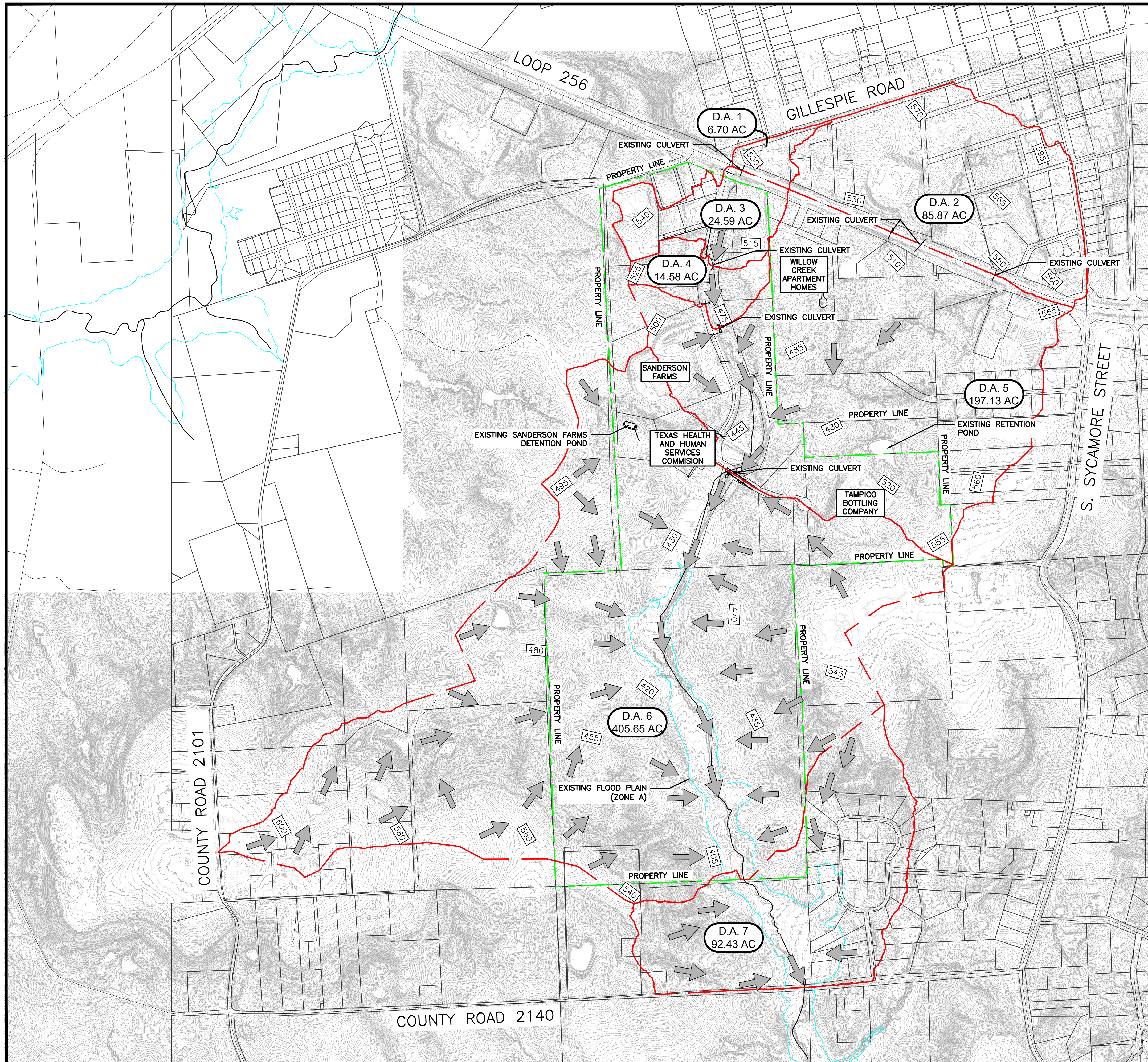
NO.	DATE	REVISIONS	REMARKS

ISSUED FOR:  
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PROJECT NO. 25217  
 SHEET NO. **1.0**

**DRAINAGE AREA MAP**

25217-01-D-Drainage Map.dwg



- LEGEND**
- RUNOFF DIRECTIONAL ARROW
  - DRAINAGE AREA BOUNDARY
  - PROPERTY LINE
  - FLOOD PLAN - ZONE A  
RETRIEVED FROM FEMA MAP 48001C0535D; EFF. 2/3/2010

DESIGNED BY: SF/NDK  
 DATE: MARCH 2, 2026  
 STATE OF TEXAS  
 SAMUEL F. IVY  
 145767  
 LICENSED PROFESSIONAL ENGINEER

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**PALESTINE, ANDERSON COUNTY, TEXAS**

NO.	DATE	REVISIONS	REMARKS

ISSUED FOR:  
**PRELIMINARY FOR REVIEW ONLY**

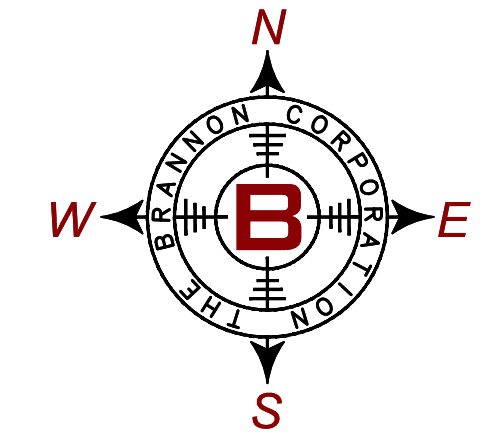
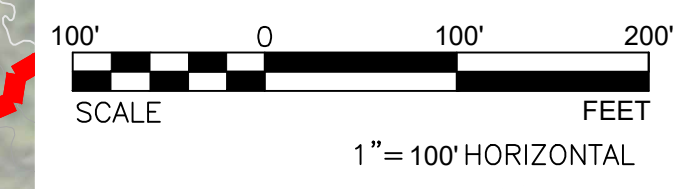
PROJECT NO. 25217  
 SHEET NO. **1.1**

**DRAINAGE AREA MAP**

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**NOTES:**

1. EXISTING 36" RCP CULVERT. SEE TXDOT PLANS FOR ADDITIONAL INFORMATION.
2. EXISTING STORM SEWER. SEE WILLOW CREEK BUSINESS PARK PHASE 2 CONSTRUCTION PLANS FOR ADDITIONAL INFORMATION.
3. EXISTING 36" ADS CULVERT.
4. EXISTING 2-5'x3' CONCRETE BOX CULVERT.
5. EXISTING 24" ADS CULVERT.
6. EXISTING POND.



DESIGNED BY: SFUNK  
 DATE: MARCH 2, 2026

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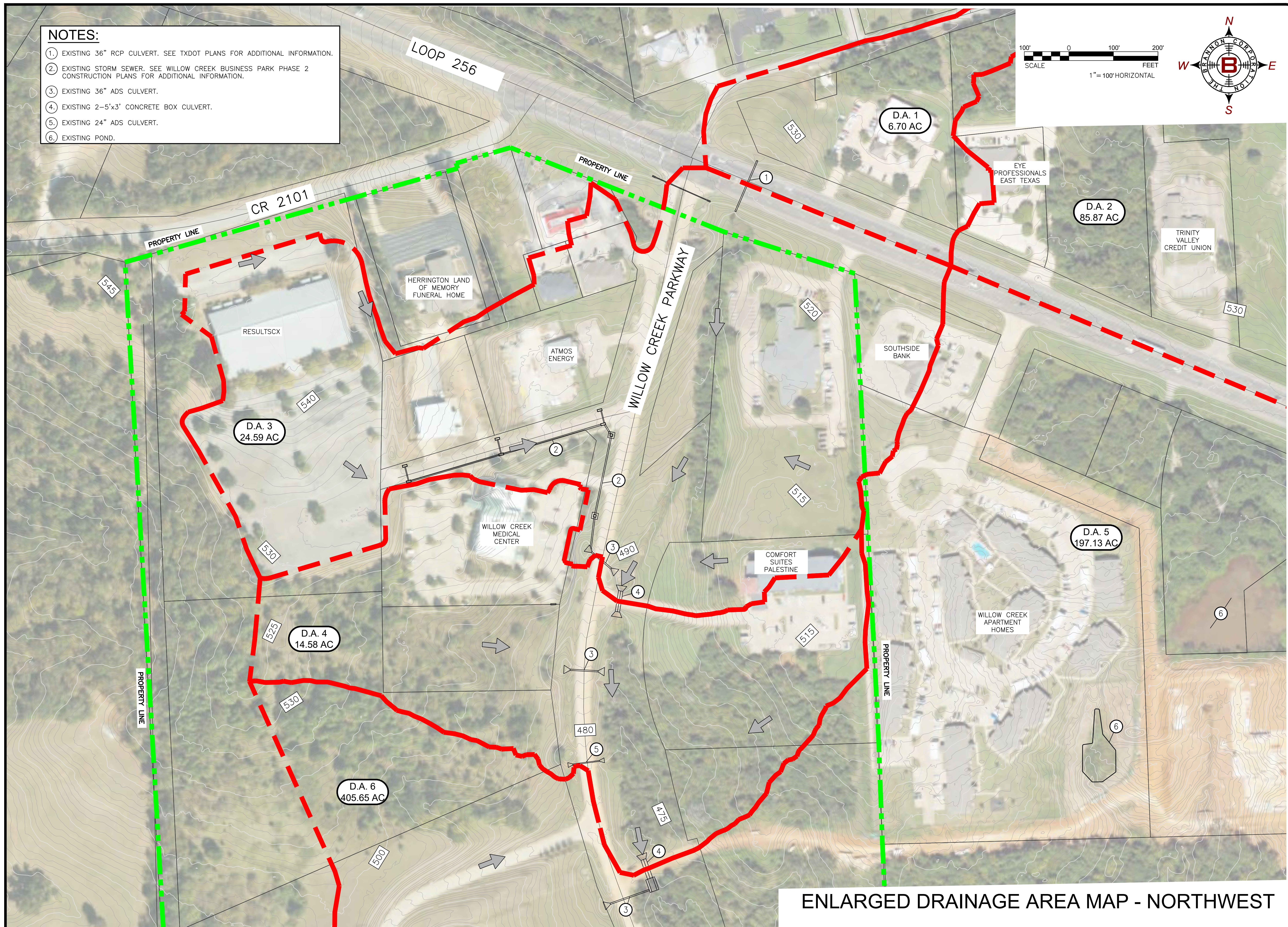
**DRAINAGE PLANS FOR**  
**WILLOW CREEK BUSINESS PARK DRAINAGE STUDY**  
**PALESTINE ECONOMIC DEVELOPMENT COUNCIL**  
**PALESTINE, ANDERSON COUNTY, TEXAS**

NO.	DATE	REVISIONS	REMARKS

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PROJECT NO. 25217  
 SHEET NO.

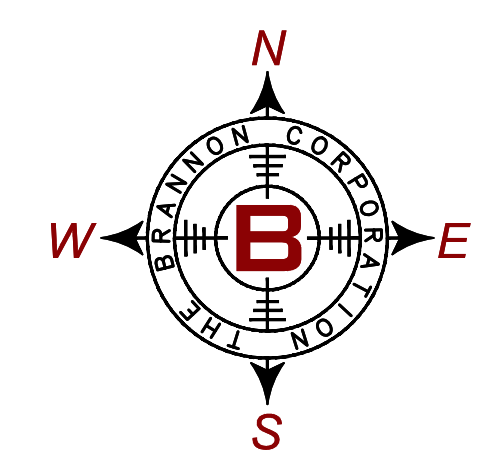
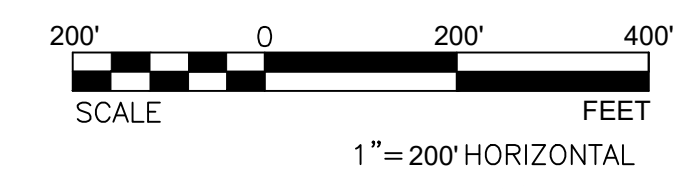
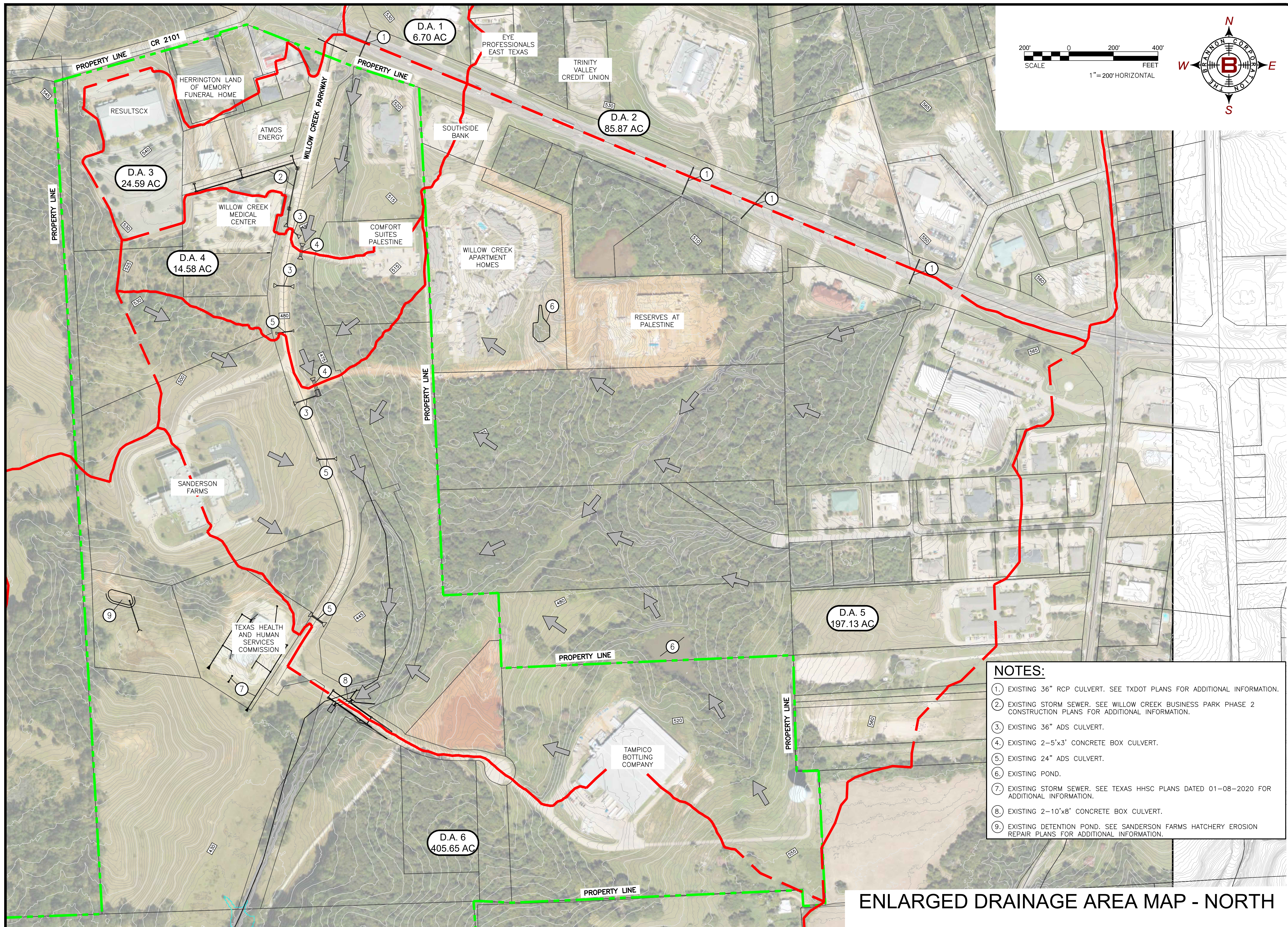
**1.2**



**ENLARGED DRAINAGE AREA MAP - NORTHWEST**

25217-01-2-Enlarged Drainage Map.dwg

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- NOTES:**
1. EXISTING 36" RCP CULVERT. SEE TXDOT PLANS FOR ADDITIONAL INFORMATION.
  2. EXISTING STORM SEWER. SEE WILLOW CREEK BUSINESS PARK PHASE 2 CONSTRUCTION PLANS FOR ADDITIONAL INFORMATION.
  3. EXISTING 36" ADS CULVERT.
  4. EXISTING 2-5'x3' CONCRETE BOX CULVERT.
  5. EXISTING 24" ADS CULVERT.
  6. EXISTING POND.
  7. EXISTING STORM SEWER. SEE TEXAS HHSC PLANS DATED 01-08-2020 FOR ADDITIONAL INFORMATION.
  8. EXISTING 2-10'x8' CONCRETE BOX CULVERT.
  9. EXISTING DETENTION POND. SEE SANDERSON FARMS HATCHERY EROSION REPAIR PLANS FOR ADDITIONAL INFORMATION.

DESIGNED BY: SF/NDK  
 DATE: MARCH 2, 2026

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**DRAINAGE PLANS  
 FOR  
 WILLOW CREEK BUSINESS PARK DRAINAGE STUDY  
 PALESTINE ECONOMIC DEVELOPMENT COUNCIL  
 PALESTINE, ANDERSON COUNTY, TEXAS**

NO.	DATE	REVISIONS	REMARKS

ISSUED FOR:  
**PRELIMINARY  
 FOR  
 REVIEW ONLY**

PROJECT NO.  
25217

SHEET NO.  
**1.3**

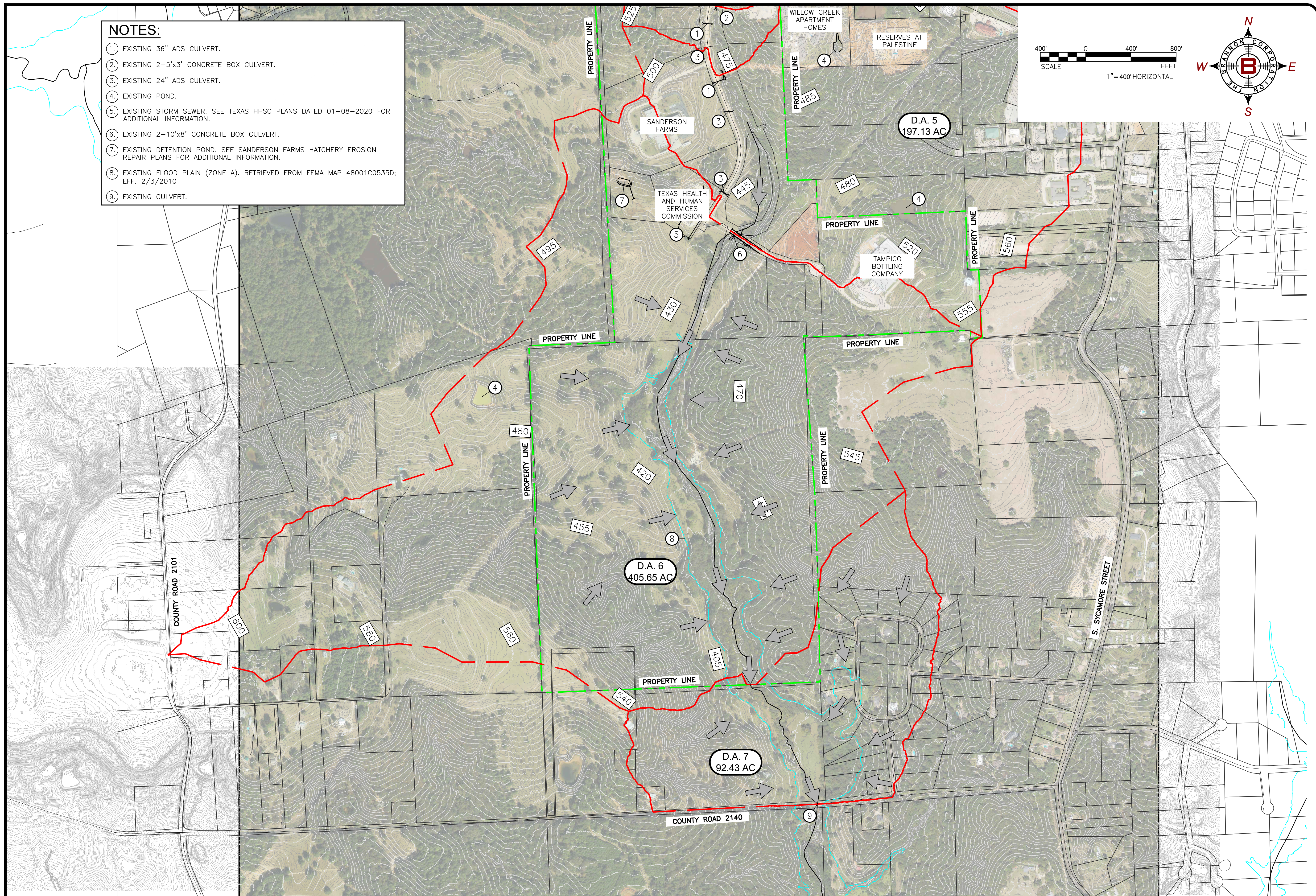
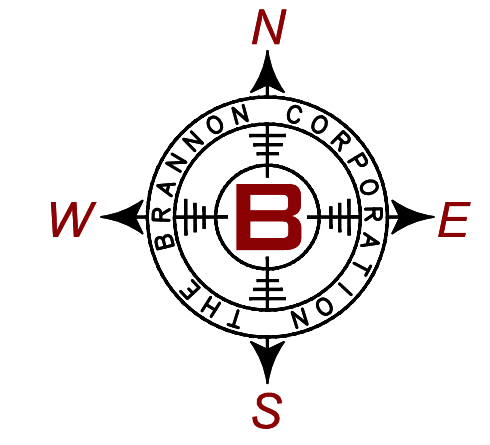
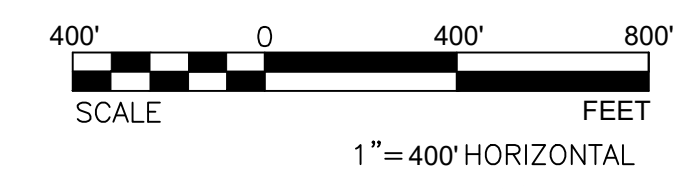
**ENLARGED DRAINAGE AREA MAP - NORTH**

25217-01-2-Enlarged Drainage Map.dwg

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**NOTES:**

1. EXISTING 36" ADS CULVERT.
2. EXISTING 2-5'x3' CONCRETE BOX CULVERT.
3. EXISTING 24" ADS CULVERT.
4. EXISTING POND.
5. EXISTING STORM SEWER. SEE TEXAS HHSC PLANS DATED 01-08-2020 FOR ADDITIONAL INFORMATION.
6. EXISTING 2-10'x8' CONCRETE BOX CULVERT.
7. EXISTING DETENTION POND. SEE SANDERSON FARMS HATCHERY EROSION REPAIR PLANS FOR ADDITIONAL INFORMATION.
8. EXISTING FLOOD PLAIN (ZONE A), RETRIEVED FROM FEMA MAP 48001C0535D; EFF. 2/3/2010
9. EXISTING CULVERT.



DESIGNED BY: SF/NDK  
 DATE: MARCH 2, 2026

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**DRAINAGE PLANS**  
 FOR  
**WILLOW CREEK BUSINESS PARK DRAINAGE STUDY**  
**PALESTINE ECONOMIC DEVELOPMENT COUNCIL**  
 PALESTINE, ANDERSON COUNTY, TEXAS

NO.	DATE	REVISIONS	REMARKS

ISSUED FOR:  
**PRELIMINARY**  
 FOR  
**REVIEW ONLY**

PROJECT NO.  
 25217

SHEET NO.  
**1.4**

**ENLARGED DRAINAGE AREA MAP - SOUTH**

25217-01-2-Enlarged Drainage Map.dwg

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Definition of Variables		
D.A. = Drainage area number	S = Grade of roadway at inlet opening	L <sub>a</sub> = Length of curb opening for 100% interception
Q <sub>a</sub> = Total flow in approach gutter	y = Depth of flow in approach gutter	L = Length of curb opening
Z = 1/S; Reciprocal of the street cross slope	a = Gutter depression	Q/Q <sub>a</sub> = Percent capacity
Z/N = N = coefficient for pavement type Asphalt: N = 0.015, Concrete: N = 0.013	q <sub>L</sub> = Flow intercepted by inlet length "L"	

Willow Creek Business Park Drainage Study - Palestine, Texas														
DRAINAGE AREA CALCULATIONS														
SOURCE: Palestine Charter Article IX Sec. 40-223														
DRAINAGE AREA		COMM C	GRASS C	RUN-OFF COEFF C	COEFF ACREAGE CA	LENGTH OF WATER SHED		% SLOPE OF WATER SHED		TIME OF CONCENTRATION (TC) (MIN)		e= 0.7400	Q	COMMENTS
NO.	ACRES	0.750	0.350	AVG.	TOTAL	GRASS	PAVMT	GRASS	PAVMT	CALC.	USED	b= 99.00	Q100	
<b>PRE-DEVELOPMENT</b>														
1	6.7008	6.7008	0.0000	0.75	5.0256	1022.0	0.0	2.36	0.00	14.98	14.98	9.55	47.99	
2	85.8700	85.8700	0.0000	0.75	64.4025	1561.3	0.0	3.65	0.00	16.26	16.26	9.18	591.34	
3	24.5913	19.1033	5.4880	0.66	16.2483	10.0	1854.0	1.00	3.24	9.99	10.00	11.38	184.93	
4	14.5771	6.2721	8.3050	0.52	7.6108	418.0	801.0	1.73	5.97	12.43	12.43	10.39	79.09	
5	197.1284	88.7884	108.3400	0.53	104.5103	4142.7	783.0	3.31	3.20	33.14	33.14	6.26	654.00	
6	405.6538	56.9228	348.7310	0.41	164.7480	7697.0	0.0	6.80	0.00	34.57	34.57	6.10	1005.66	
7	92.4314	69.3170	23.1144	0.65	60.0778	3179.0	0.0	4.82	0.00	22.31	22.31	7.82	469.53	

DESIGNED BY: SFINDK  
DATE: MARCH 2, 2026

1321 S. BROADWAY AVE. TYLER, TX 75701 (903) 597-2122

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**DRAINAGE PLANS FOR**  
**WILLOW CREEK BUSINESS PARK DRAINAGE STUDY**  
**PALESTINE ECONOMIC DEVELOPMENT COUNCIL**  
**PALESTINE, ANDERSON COUNTY, TEXAS**

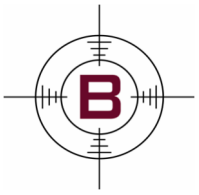
NO.	DATE	REVISIONS	REMARKS

ISSUED FOR:  
**PRELIMINARY FOR REVIEW ONLY**

PROJECT NO. 25217  
SHEET NO. **1.5**

25217-01-D:Drainage Map.dwg

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# THE C.T. BRANNON CORPORATION

AQUATIC CONSULTANTS | CIVIL ENGINEERS | AIRPORT CONSULTANTS

March 3, 2026

Mr. Christophe Trahan  
Executive Director  
Palestine Economic Development Corporation

RE: Willow Creek Business Park Drainage Study Findings and Next Step Recommendations

We have completed the review and calculations of the existing conditions for this drainage study. Our findings are in the attached plans sheets, which include overall drainage area maps, enlarged areas focusing on portions of the drainage areas that lead to major crossings within the Business Park, and our flow calculations for the existing conditions.

Our opinion on possible next steps is completing the calculations for the major crossings using fully developed conditions to ensure the existing drainage systems can withstand fully developed flows and make recommendations for detention/retention if necessary. We can then make recommendations on requirements for future development within the Business Park and the possible areas for future detention to obtain a common goal. This process would assist you lowering your overall drainage flow leaving the property to the south.

Another option is to analyze the crossing along County Road 2140 to ensure it can handle proposed conditions and future development. We can also make recommendations on upsizing and assisting in coordination with the office that governs the county's drainage.

By sizing the crossing along County Road 2140 correctly, there may be a combination of these two options that may lead to a larger crossing and smaller future detention/retention ponds within the park. This would increase the usable property within the park. Completing this, we could set requirements regarding location of pond and outbound flow for future developers.

Please review and advise on the Palestine EDC's goals for the next step of this drainage study.

Samuel Ivy, P.E.  
Project Manager, Vice-President  
The Brannon Corporation



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

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



Agenda Date: 04/14/2026  
To: Palestine Economic Development Corporation  
From: Melissa Temple, EDC Administrative Assistant  
Agenda Item: Presentation by Texas Futura/Lonestar Oil Tech. regarding progress of their project in the Willow Creek Business Park.

---

**SUMMARY:**

Presentation by Texas Futura/Lonestar Oil Tech. regarding progress of their project in the Willow Creek Business Park.

**RECOMMENDED ACTION:**

No action required.

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**Attachments**

Letter of Operations



Texas Futura LLC  
5814 Creek Crossing Court  
Missouri City, Texas 7759

April 07, 2026

Palestine Economic Development Corporation.

**Subject: Project Background and Current Status – Texas Futura LLC**

Dear Mr. Trahan,

I am writing to provide background information regarding the history and status of Texas Futura LLC's project.

The project progressed in accordance with the schedule agreed upon between Palestine EDC and Texas Futura LLC through May 2025. During this time, the general contractor successfully completed Phase 1 of construction by April 2025. This phase included civil, mechanical, architectural, and electrical planning, as well as site clearing, hauling, grading, sub grading, and installation of underground utilities.

As of May 2025, Phase 2 (above-ground construction) design drawings were in the final stage and pending city approval.

At that time, newly implemented U.S. tariff regulations significantly impacted the project. Texas Futura LLC approached its existing lender, Bank Five Nine, to request additional funding required to meet certain U.S. Customs obligations. The lender declined to provide further financing and instead advised the company to secure the required funds independently.

Despite efforts to meet these financial requirements, Bank Five Nine subsequently informed Texas Futura LLC that it would no longer support the project due to uncertainties related to U.S. tariff policies. The lender further advised the company to pursue refinancing through a new financial institution. As a result, disbursement of the remaining approved loan funds was discontinued, creating the need for refinancing to complete the planned expansion and stabilize operations.

Texas Futura LLC is currently working with a prospective lender to refinance the existing loan, which will enable successful completion of the project.

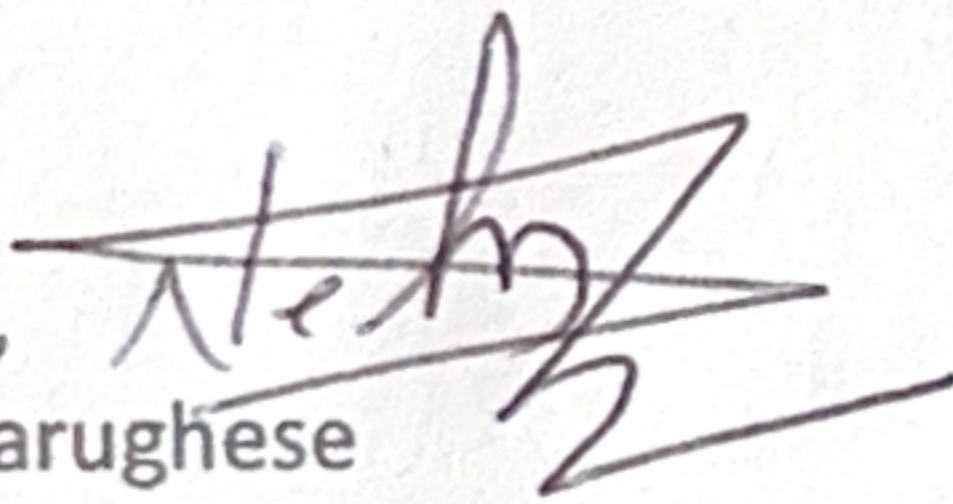
The anticipated timeline is as follows:

- **Estimated timeframe to secure funding:** approximately 60 days from the date of this letter
- **Estimated construction completion (used oil re-refining facility):** approximately 9–10 months after funding is secured
- **Estimated certificate of occupancy (commencement of operations):** approximately 1 month following project completion
- **Proof of payment to contractors and subcontractors:** To date, total payments for completed work include \$806,620.93 disbursed by the lender (Bank Five Nine) and \$146,025 contributed by Texas Futura LLC.

In summary, we anticipate securing refinancing within approximately 60 days, with project completion expected within approximately 10 months thereafter.

Please feel free to contact me should you require any additional information or documentation.

Sincerely,  
Nelson Varughese  
President  
Texas Futura LLC

A handwritten signature in black ink, appearing to read 'Nelson Varughese', with a stylized flourish underneath.



Agenda Date: 04/14/2026  
To: Palestine Economic Development Corporation  
From: Melissa Temple, EDC Administrative Assistant  
Agenda Item: Discussion and possible action regarding a Community Development Grant Application and Performance Agreement with the Dogwood Arts Council.

---

**SUMMARY:**

Discussion and possible action regarding a Community Development Grant Application and Performance Agreement with the Dogwood Arts Council.

**RECOMMENDED ACTION:**

Discussion and possible action regarding a Community Development Grant Application and Performance Agreement with the Dogwood Arts Council.

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**Attachments**

Dogwood Arts Council CDG Application  
Dogwood Arts Council Proposal Packet  
Dogwood Arts Council 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](http://www.palestinetexas.net); by calling 903.729.4100 or by emailing [edcadmin@palestine-tx.org](mailto: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](mailto: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.org](mailto:info@dogwoodartscouncil.org)

Website: [dogwoodartscouncil.com](http://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:

**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: \$40,000

Matching Funds Available: \$0

**PROJECT**

Start Date: 5/1/2026

Completion Date: 10/1/2026

**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?

<input checked="" type="checkbox"/>	Yes
<input checked="" type="checkbox"/>	Yes
<input checked="" type="checkbox"/>	Yes
<input checked="" type="checkbox"/>	Yes

<input type="checkbox"/>	No
<input type="checkbox"/>	No
<input type="checkbox"/>	No
<input type="checkbox"/>	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:**

---

**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?**

\$ 40,000

**(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 \$	Source	% of Total
In-Kind \$	Source	% of Total

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

Not at this time

**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.*

No

**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 120<sup>th</sup> 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**

**Representative Completing Application**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name Jean Mollard, Treasurer

Printed Name Jean Mollard

Date

Date

***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](mailto:edcdirector@palestine-tx.org)



# Community Development Grant Proposal

FY 2025-2026

## Master Planning & Conceptual Design

Downtown Connectivity Enhancement Project

W Oak St & W Spring St, Palestine, TX 75801

APRIL 8, 2026

# Community Development Grant Proposal

## Master Planning & Conceptual Design

### Applicant Organization Contact Information

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

- **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

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

# Community Development Grant Proposal

## Master Planning & Conceptual Design

### Proposal for the Project

#### Project Location

Property Name	City of Palestine Properties		
Address	W Oak St at W Spring St		
City/State/Zip	Palestine, TX 75801		
Location Manager Contact	City Manager Teresa Herrera	Work	903-731-8416
		Email	therrera@palestine-tx.org
Property Owner	City of Palestine		
Owner Contact	City Manager Teresa Herrera	Work	903-731-8416
		Email	therrera@palestine-tx.org

### Project Description & Alignment with PEDC Goals

Dogwood Arts Council, Inc. respectfully requests \$40,000 from the Palestine Economic Development Corporation (PEDC) Community Development Grant to fund professional landscape architectural services for the Downtown Connectivity Enhancement Project, a master planning and conceptual design initiative for underutilized public property near the intersection of W. Oak Street and W. Spring Street in downtown Palestine.

The project area is property owned by the City of Palestine and includes the Visitor Center, Farmers Market Pavilion, Maj. John H. Phillips Park, Railroad Heritage Center, Art Sculpture Garden, and surrounding green space and parking areas. While recent improvements to two of the facilities have been led by community partners—including Dogwood Arts Council and the Texas State Railroad Society—there is currently no unified plan guiding the long-term development and connectivity of these assets.

This project directly supports PEDC’s goal to support cultural, entertainment, and community projects that attract resident and visitor participation while contributing to quality of life and economic growth. This area already serves as a hub for events such as the Palestine Farmers Market, festival activities, and other community programming. Annual attendance across events in this area reaches thousands of participants, with continued growth anticipated as facilities are improved and pedestrian connectivity is enhanced. Most activities in this area are free and open to the public, ensuring broad community access.

A cohesive master plan will expand these opportunities, increase attendance, and strengthen the site’s role as a driver of local economic activity and tourism.

The project also advances PEDC’s goal to highlight and promote Palestine as a unique destination. The development of a connected, visually compelling public space—potentially including a signature garden or arboretum-quality landscape—will enhance the identity of downtown Palestine and complement nearby attractions, including the Texas State Railroad.

Grant funds will be used to engage a qualified landscape architecture firm to develop a refined master plan and conceptual design package. This includes site analysis, stakeholder input, visioning, conceptual layouts, circulation planning, and preliminary cost estimates for phased implementation. This effort builds upon a previously presented concept that received general City Council support and represents the next critical step toward implementation.

The resulting plan will provide a clear, actionable roadmap for cohesive development, ensuring future investments are strategic, coordinated, and financially sustainable. It will also position Dogwood Arts Council and its partners to pursue additional funding and private investment for implementation.

The project is expected to be completed within six months. For a complete Scope of Work, refer to **Attachment 3**.

# Community Development Grant Proposal

## Master Planning & Conceptual Design

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### Future Growth & Community Impact

The master plan will serve as the foundation for phased improvements, including expanded pedestrian connectivity, enhanced event spaces, public art integration, and significant landscape enhancements. These improvements will increase utilization of the site, support local businesses through increased foot traffic, and expand opportunities for community programming.

Dogwood Arts Council and its partners are already seeing interest from organizations and stakeholders willing to invest in beautification and landscape enhancements. Completion of the master plan and conceptual designs will position the project to leverage additional grant funding, private donations, and partnerships to bring these improvements to life. By establishing a unified vision, this project ensures that ongoing and future investments contribute to a cohesive, high-impact public space that benefits residents, attracts visitors, and supports long-term economic development in Palestine.

### Financial Overview

Dogwood Arts Council, Inc. is a nonprofit organization with a consistent track record of responsible financial management, supported through a combination of event revenue, donations, sponsorships, and grant funding. The organization operates without paid staff and relies on volunteer leadership to efficiently deliver programming and maximize the impact of available resources.

This grant request represents a strategic investment in planning and design that will enable long-term capital improvements. As this phase focuses on professional services rather than construction, it minimizes financial risk while maximizing future funding opportunities. The resulting master plan and conceptual designs will position the project to secure additional grants, private donations, and partnerships for implementation.

The project has strong potential for leveraged investment. Interest has already been expressed by external stakeholders in funding future landscape and beautification components, and the completion of this planning phase will provide the necessary framework to pursue those opportunities effectively.

### Project Budget & Use of Funds

**Total Project Cost:** \$40,000

**PEDC Request:** \$40,000

**Applicant Contribution:** In-kind project coordination, stakeholder engagement, and administrative support

Grant funds will be used exclusively to contract with a qualified landscape architecture firm to complete master planning and conceptual design services. This includes site analysis, programming, visioning, conceptual layouts, renderings, and preliminary cost estimates.

The proposed budget is based on a professional services proposal totaling approximately \$36,000 for base services, with additional allocation to cover coordination, reimbursable expenses, and minor contingencies to ensure completion of the full scope of work.

This investment represents a cost-effective and strategic first phase that ensures all future capital improvements are guided by a unified, professionally developed plan.

### Marketing and Outreach

Dogwood Arts Council utilizes a comprehensive marketing strategy that includes its website, social media platforms, and established partnerships with local organizations to promote projects and community initiatives.

For this project, DAC will collaborate with Palestine Main Street, Visit Palestine, and the City of Palestine to share updates and build public awareness throughout the planning process. Outreach efforts will include:

# Community Development Grant Proposal

## Master Planning & Conceptual Design

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- Social media updates highlighting project progress and design concepts
- Community engagement opportunities during the planning phase
- Inclusion in partner newsletters, event promotions, and tourism platforms
- Public presentations or displays of conceptual designs to encourage community input

Upon completion, the master plan and conceptual designs will serve as key promotional tools to attract additional funding, partnerships, and public support. PEDC's investment will be recognized in all communications, presentations, and future funding efforts related to the project.

## Metrics to Evaluate Success

Success for this project will be measured by both completion outcomes and its ability to support future development. Key metrics include:

- Completion of a comprehensive master plan and conceptual design package within the proposed timeline
- Development of cost estimates and phased implementation strategies
- Number of stakeholders and community partners engaged during the planning process
- Use of final deliverables to support future grant applications and funding requests
- Securing additional funding or partnerships within 12-24 months following project completion

Long-term success will be reflected in increased utilization of the project area, expanded programming opportunities, and measurable growth in event attendance and visitor engagement.

## Conclusion

The Downtown Connectivity Enhancement Project represents a strategic and forward-thinking investment in Palestine's future. By funding the master planning and conceptual design phase, PEDC will enable the development of a cohesive vision for one of downtown's most important public spaces.

This project builds on existing momentum, leverages strong community partnerships, and creates a clear path toward future improvements that will enhance quality of life, support local businesses, and strengthen Palestine's identity as a destination.

With PEDC's support, Dogwood Arts Council and its partners will be equipped to transform this underutilized area into a connected and economically impactful public space for years to come.

## Attachments

*Attachment 1 - IRS Letter 501(c)(3) Non-Profit Status for Dogwood Arts Council Inc.*

*Attachment 2 - Dogwood Arts Council, Inc. Balance Sheet and Profit & Loss Statements*

*Attachment 3 - Project Scope of Work*

# Community Development Grant Proposal

## Master Planning & Conceptual Design

### Attachment 1 - 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](http://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

## Master Planning & Conceptual Design

### Attachment 2 - Balance Sheet and Profit & Loss Statements

8:45 PM

04/07/26

Accrual Basis

#### Dogwood Arts Council, Inc.

#### Balance Sheet

As of December 31, 2025

	Dec 31, 25
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Austin Bank	15,433.46
Total Checking/Savings	15,433.46
Total Current Assets	15,433.46
<b>TOTAL ASSETS</b>	<b>15,433.46</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	25,000.00
Total Accounts Payable	25,000.00
Total Current Liabilities	25,000.00
Total Liabilities	25,000.00
Equity	
Unrestricted Net Assets	26,049.31
Net Income	-35,615.85
Total Equity	-9,566.54
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>15,433.46</b>

# Community Development Grant Proposal

## Master Planning & Conceptual Design

### Attachment 2 - Balance Sheet and Profit & Loss Statements (Continued)

8:43 PM  
04/07/26  
Accrual Basis

**Dogwood Arts Council, Inc.**  
**Profit & Loss**  
January through December 2025

	Jan - Dec 25
Ordinary Income/Expense	
Income	
Art Tracks	
Grant City Of Palestine HotFund	14,840.11
Total Art Tracks	14,840.11
Art Walk	
Sponsorship	-600.00
Total Art Walk	-600.00
Coloring Book	
Coloring Book Production	400.00
Grant Artists City of Palestine	2,000.00
Total Coloring Book	2,400.00
Direct Public Support Cash	
Shirts DAC Cash Sales	20.00
Total Direct Public Support Cash	20.00
Dogwood Festival GiftsInKind	
Brookshires	48.36
Total Dogwood Festival GiftsInKind	48.36
Dogwood Festival Income	
Admission To Tent Gala	
Admission To Tent Gala Sales	1,475.00
Give Butter Ticket Sales	1,150.00
Redlands Hotel Ticket Sales	100.00
Square Ticket Sales	700.00
Total Admission To Tent Gala	3,425.00
Booth Fees	
Juried Artist Application Fee	910.00
Juried Artist Booth Fee 10by10	1,610.00
Juried ArtistBoothFee10by15Int	520.00
Juried ArtistBoothFee10by20Cor	1,260.00
Total Booth Fees	4,300.00
Cash Donations	
Cash Donations at Tent Gala	145.00
Total Cash Donations	145.00
Sponsorships	
Security	500.00
Total Sponsorships	500.00
Water / Softdrink Sales	101.55
Wine Pull Sales	900.00
Total Dogwood Festival Income	9,371.55
Farmers Market Gifts In Kind	1,481.89
Farmers Market Renovation	112,150.00
Other Types of Income	
Miscellaneous Revenue	24.00
Total Other Types of Income	24.00

# Community Development Grant Proposal

## Master Planning & Conceptual Design

### Attachment 2 - Balance Sheet and Profit & Loss Statements (Continued)

8:43 PM

04/07/26

Accrual Basis

#### Dogwood Arts Council, Inc.

#### Profit & Loss

January through December 2025

	Jan - Dec 25
<b>Program Income</b>	
<b>Membership Dues</b>	
Level 3 General	70.00
<b>Total Membership Dues</b>	70.00
<b>Total Program Income</b>	70.00
<b>Total Income</b>	139,805.91
<b>Expense</b>	
<b>Art Track Expenses</b>	
Cafe 10903 Per App Fees	189.90
CaFE Software	
Small Plan	120.00
<b>Total CaFE Software</b>	120.00
Insurance	-2.00
Sculpture Artist Metal Signs	272.58
Sculpture Payments to Artists	13,200.00
Sculptures Concrete Bases	22.74
Sculptures Welding Of Bases	348.00
<b>Total Art Track Expenses</b>	14,151.22
<b>Coloring Book Expenses</b>	
Payments to Artists	1,800.00
<b>Total Coloring Book Expenses</b>	1,800.00
<b>Contract Services</b>	
Accounting Fees	
Non Profit Filing	175.00
<b>Total Accounting Fees</b>	175.00
<b>Total Contract Services</b>	175.00
<b>Dogwood Festival Expenses</b>	
Artist Event Software Fee	1,100.00
Bartenders	250.00
Credit Card Fees	
Square	120.36
ZAPP	89.11
<b>Total Credit Card Fees</b>	209.47
In Kind Donations	
In Kind Food	48.36
In Kind Lot	1,481.89
<b>Total In Kind Donations</b>	1,530.25
Insurance for Alcohol Sales	187.00
Security	850.00
Ticket Printing	25.00
<b>Total Dogwood Festival Expenses</b>	4,151.72
<b>Donations</b>	
Greg Gunnell	700.00
<b>Total Donations</b>	700.00

# Community Development Grant Proposal

## Master Planning & Conceptual Design

### Attachment 2 - Balance Sheet and Profit & Loss Statements (Continued)

8:43 PM

04/07/26

Accrual Basis

#### Dogwood Arts Council, Inc.

#### Profit & Loss

January through December 2025

	Jan - Dec 25
<b>Farmers Market Renovations</b>	
Asphalt	32,000.00
Concrete	26,212.50
Electrical Labor	9,852.50
Electrical Material	32,664.25
Fans	4,799.62
Gutters	3,000.00
Scissorlifts	3,109.92
Site Work	36,000.00
Tarp Support	114.66
Water	80.92
<b>Total Farmers Market Renovations</b>	<b>147,834.37</b>
<b>Farmers Market Supplies</b>	
Bungee Cords	127.89
Carabiner Spring Hooks	64.92
Pennants	45.42
Propane Patio Heaters	800.00
Propane Tanks	668.32
Roof Screws	187.55
Split Rings	71.22
Tarp Curtains	2,208.02
<b>Total Farmers Market Supplies</b>	<b>4,173.34</b>
<b>Operations</b>	
Accounts Payable Checks	16.64
GiveButter Credit Card Fees	31.05
Liability Insurance	564.00
P.O. Box 2601	188.00
Postage, Mailing Service	43.80
Supplies	
Badge Supplies	51.94
<b>Total Supplies</b>	<b>51.94</b>
<b>Total Operations</b>	<b>895.43</b>
<b>Other Types of Expenses</b>	
Artist Juried Submission Softwa	
ZAPP Software SMALL-APP License	550.00
ZAPP Software SMALL-IMG License	550.00
<b>Total Artist Juried Submission Softwa</b>	<b>1,100.00</b>
<b>Total Other Types of Expenses</b>	<b>1,100.00</b>
<b>Website</b>	
Domain Name Registration	44.38
Office 365 Email	102.21
Websites+Marketing Standard Ren	294.09
<b>Total Website</b>	<b>440.68</b>
<b>Total Expense</b>	<b>175,421.76</b>
<b>Net Ordinary Income</b>	<b>-35,615.85</b>
<b>Net Income</b>	<b>-35,615.85</b>

# Community Development Grant Proposal

Master Planning & Conceptual Design

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## Attachment 3 - Scope of Work

MESA Architecture Proposal for Professional Services (Jan 21, 2026) to follow

# Proposal and Contract for Professional Services

January 21, 2026

[REDACTED]  
Palestine, TX 75801

**Project:** Palestine Public Garden  
Palestine, TX

Dear [REDACTED]

We are pleased to present this contract and letter of proposal describing the landscape architectural services to be provided by MESA, the costs of these services, and general conditions under which these services would be executed. The scope of work is based on email sent on December 8, 2025, and our subsequent virtual meeting on December 17, 2025. As outlined, MESA will assist [REDACTED] in the development of a refined master plan and associated conceptual design for the Public Garden.

## **APPROACH AND DELIVERABLES**

Our proposal is built around the following approach for the design of the exterior amenity spaces within project scope. We understand your goal is to provide a comprehensive approach for the exterior amenities, including hardscape and landscape. Our project approach and proposal are presented in two separate design stages.

### **STAGE ONE: MASTER PLANNING**

This stage focuses on preparing master planning and initial conceptual designs for the various project areas and developing refined opinions of probable cost for each area individually. These designs will be reviewed with the Client and refined accordingly.

### **STAGE TWO: CONCEPTUAL DESIGN**

This stage focuses on preparing refined conceptual designs for the various project areas and developing refined opinions of probable cost for each area individually. These designs will be reviewed with the Client and refined accordingly.

## **SCOPE OF SERVICES**

### **STAGE ONE: MASTER PLANNING**

#### **Task 1: Project Kickoff, Data Collection and Site Visit**

MESA will attend a kickoff meeting with the project team including the Client and/or other project consultants. This meeting will be used to further define the scope, design program and intent, schedule, and deliverable expectations. MESA will gather from the Client, or sources made available by the Client, the necessary base maps, data, and/or information to execute the work tasks described below and MESA has the right to rely on this information and any information provided by others. Base data and documentation needed includes:

1. Digital Site Plan (AutoCAD)
2. Aerial photography (Digital form)

3. Previously prepared conceptual design plans and programming plans
4. Historical Information
5. Site utilities infrastructure (both above and below grade)
6. Traffic studies and Masterplans
7. Most current Architectural floor plans
8. All planned or proposed public or private projects related to the planning area and adjacent areas
9. All planned or proposed TxDOT projects related to the planning area
10. Client budgetary considerations
11. Topography Information and survey
12. Regulatory Approval Information (Zoning requirements, development agreements, existing development controls/policies, public private partnerships, public commitments, and private plans in progress and any other design controls regarding the property).

MESA will visit the site to inventory and assess the contextual and existing onsite conditions.

**Deliverable:** Base map in reproducible format to be used for the concept planning efforts.

**Meetings:** Included in Task 6: Coordination Meetings.

### **Task 2: Site Inventory & Analysis**

MESA will perform a virtual visit (via google earth) to gain an understanding of the property including floodplain, topo, slopes/elevations, City master thoroughfare plan, City future land use plan, access/circulation, easements/adjacent land uses. MESA will develop a site inventory and analysis exhibit highlighting the property's environmental, political, and physical opportunities and constraints.

**Deliverables:** Site inventory and analysis exhibit.

**Meetings:** Included in Task 6: Coordination Meetings.

### **Task 3: Programming**

MESA will host a workshop with the Client or other consultants to discuss potential residential programming. The team will review the site assessments to understand any development opportunities and constraints. In addition, the team will review previous Client development examples and explore up to three (3) case studies in the region, as selected by the Client. The team will discuss product sizes in relation to adjacent uses, market catalysts (pro forma feasibility), and product density to allow all parties to describe any concerns they may have with the product being built on the site.

**Deliverable:** Images and development data of project examples/case studies.

**Meetings:** Included in Task 6: Coordination Meetings.

### **Task 4: Master Plan/Visioning**

The Design Team will review the program information including land uses, building/product mix, development objectives, desired amenities, and market study recommendations collected for the Project to establish the Architectural, hardscape, softscape and public realm amenity program. The Design Team will prepare image boards (24"x36") exhibiting a sampling of the overall character for the following elements:

- Architectural character: depicting building designs, style, character, form etc.
- Hardscape amenity character: depicting exterior plazas, trails, gathering areas, focal elements, entry features etc.
- Softscape amenity character: depicting the landscape character typologies on the property
- Exterior amenity programming: depicting the potential exterior amenity program throughout the site

These image boards will allow the Client to confirm the desired overall landscape intent, aesthetic look, and overall program prior to conceptual design.

NOTE - The visioning plan will both layout and interconnect the following program elements (including but not limited to):

- Auto (Vehicular) Circulation
  - Parking Areas
  - Drop-Off Areas
  - Service & Delivery Areas
- Pedestrian Circulation
  - Promenades
  - Accessible paths of travel
- Nodes
  - Event Areas
  - Venues
  - Activity Areas

**Deliverable:** Collection of images, diagrams and/or plan sketches depicting overall lifestyle, landscape/hardscape character, amenities, and open space design.

**Meetings:** Included in Task 6: Coordination Meetings.

### Task 5: Initial Conceptual Design

MESA will review the Master Plan/Visioning Design input from the Client to formulate the initial Conceptual Design for the property along with supporting mood images to convey the esthetic and functional aspects of the space. After the first presentation and submission, MESA will collaborate with the Client to create a distinct conceptual design for the project area with colored plan exhibits with supporting mood images to indicate how they function and their day/night esthetic appeal. The concept design will explore various design responses to the landscape & hardscape and will include plans, sections, sketches, images and or diagrams displaying the design of the following elements:

1. Hardscape geometries and materials (including nodes – event, venue, and activity areas).
2. Pedestrian and Vehicular circulation (including promenades, drop-offs, parking areas, service/delivery areas, etc.).
3. Landscape design

MESA will prepare in-house computer models for the project design elements to assist in evaluating the design at LOD 100 or 200 level. (Please refer to Exhibit A for detailed description of this deliverable.) These models may be used to develop high quality “snapshots” of key views and further animated into walk through/fly through videos. The digital renderings will include:

1. Digitally rendered illustrative conceptual master plan
2. Digitally rendered 3D aerial perspectives (up to eight (8) snapshots)

**Deliverable:** Concept Design and digital renderings.

**Meetings:** Included in Task 6: Coordination Meetings.

### Task 6: Stage One Coordination Meetings (Concurrent with Tasks 1-5)

Anticipated coordination meetings, conference calls, and presentations for Stage 1 may be virtual or in person as needed for the anticipated agenda. For purposes of this proposal, all meetings (other than the kick-off/reconnaissance site visit) are assumed to be virtual.

All meetings, presentations, and/or associated travel time will be billed according to the attached hourly rate schedule.

**Meetings:** Billed hourly as necessary

## STAGE TWO: CONCEPTUAL DESIGN

### Task 7: Refined Conceptual Design

Upon Client's review and comments of the Master Planning stage, MESA will produce a Refined Conceptual Design package based on the conceptual designs as previously prepared. This package will create a final conceptual design and address materials selection. This task will address the project site areas identified above.

1. Landscape and Hardscape design (plan and elevation)
2. Pedestrian/Vehicular circulation and pertinent service areas (plan)
3. Conceptual lighting and furnishings (plan, cut sheets)

**Deliverable:** Conceptual design depicting hardscape layout relationships, tree planting, key details, and materials for the selected areas for cost prioritization.

**Meetings:** Included in Task 10: Coordination Meetings.

### Task 8: Opinions of Probable Cost / Phasing Plan

To assist the Client in developing an appropriate pro forma, MESA will prepare or assist in preparing Opinions of Probable Costs (OPC) based on the Conceptual Design. Although the design will be in the preliminary stages, the OPC will assist the Client in reviewing the overall program, anticipated costs, phasing, and identify any important design or construction obstacles.

The opinions of probable costs will include:

1. Hardscape features and materials
2. Amenities (including water features)
3. Site Furniture
4. Landscape features and materials
5. Irrigation
6. Lighting

The OPC will be presented to the Client for review and will prepare one (1) revised exhibit to incorporate Client comments. MESA will update present the OPC in later tasks again in later tasks as the design is refined.

**Deliverable:** Up to two (2) opinions of probable costs, associated with final deliverable of Conceptual and Schematic Design.

**Meetings:** Included in Task 10: Coordination Meetings.

### Task 9: Refined Computer Modeling, Graphics, and Presentations

To efficiently communicate the design intent for the project, at the Client's request MESA will prepare in-house refined computer models (LOD 300 - 375) of the major site and design elements to assist in evaluating the project design. These models may be used to develop high quality "snapshots" of key views and further animated into walk through/fly through videos for use in presentations and public meetings. Please refer to the Computer Modeling LOD Guide (Exhibit A). The digital video file will be based upon the Design Development Plan and consist of one continuous path or a montage of short video clips, as well as still images of key views. Digital video files will be transmitted as an .MP4 by default and still images as .jpg files.

**Deliverable:** Presentation graphics noted above as requested by the Client. Meetings for this task will be accounted for within the agreed fee to be determined for this task.

**Meetings:** Included in Task 10: Coordination Meetings.

### Task 10: Stage Two Coordination Meetings (Concurrent with Tasks 7-9)

Anticipated coordination meetings, conference calls, and presentations for Stage 2 may be virtual or in person as needed for the anticipated agenda. For purposes of this proposal, all meetings are assumed to be virtual.

All meetings, presentations, and/or associated travel time will be billed according to the attached hourly rate schedule.

**Meetings:** Billed hourly as necessary

**COST OF SERVICES**

The scope of services below will be billed on a percentage completion basis or hourly not to exceed as applicable (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract. The following tasks will be billed as follows:

<b>Task</b>	<b>Base Fees</b>	<b>Optional</b>
Task 1: Project Kickoff, Data Collection and Site Visit <i>Lump Sum</i>	\$2,500	
Task 2: Site Inventory & Analysis <i>Lump Sum</i>	\$6,500	
Task 3: Programming <i>Lump Sum</i>	\$5,500	
Task 4: Master Plan/Visioning <i>Lump Sum</i>	\$6,000	
Task 5: Initial Conceptual Design <i>Lump Sum</i>	\$7,500	
Task 6: Stage One Coordination Meetings <i>Hourly</i>	Hourly	
<b>Sub-Total Cost of Base Services, Task 1-6</b>	<b>\$28,000 + Hourly</b>	
Task 7: Refined Conceptual Design <i>Lump Sum</i>	\$3,500	
Task 8: Opinions of Probable Cost / Phasing Plan <i>Lump Sum</i>	\$4,500	
Task 9: Refined Computer Modeling, Graphics, and Presentations <i>Hourly</i>		Hourly
Task 10: Stage Two Coordination Meetings <i>Hourly</i>	Hourly	
<b>Sub-Total Cost of Base Services, Task 7-10</b>	<b>\$8,000 + Hourly</b>	
<b>Total Cost of Base Services, Task 1-10</b>	<b>\$36,000 &amp; Hourly</b>	

**REIMBURSABLE EXPENSES:**

Reimbursable non-labor costs for this project are anticipated at approximately 5% of the professional fee billings and will be billed as incurred.

**Please note that Travel & Mileage expenses are not accounted for within this reimbursable estimate and will be billed separately, as incurred.**

**NOTE:** These fees do not include sub-consultants to be included for the project such as Architect, Civil, MEP, Structural, Geotech, Fountain Consultant, Irrigation Consultant, Lighting Consultant, Agronomist, Arborist, and Public Art Consultant. If needed, these subconsultants will be billed as a reimbursable expense. MESA will submit fees associated with sub-consultants to the Client for review and written approval prior to engagement and subsequent billing as a reimbursable expense.

*\*There will be a 10% Administrative Fee added to all reimbursable/sub-consultant expenses.*

**ADDITIONAL SERVICES/HOURLY FEE SCHEDULE**

Services requested but not specifically included in the scope of services listed above will be considered additional services. Modifications to drawings, after approval by Owner, because of changes requested by Owner or other consultant will be considered additional services and billed at an hourly rate as follows:

Senior Principal	\$265.00
Principal	\$210.00
Associate Principal	\$195.00
Associate	\$180.00
Senior Project Manager	\$150.00
Marketing/Admin	\$145.00
Project Manager	\$140.00
Visualization Manager	\$135.00
Senior Designer	\$135.00
Designer	\$125.00
Visualization Specialist	\$125.00
Intern	\$ 95.00

**PROPOSAL AND CONTRACT CONDITIONS:**

1. The client will provide the following and MESA has the right to rely on this information and rely on any information provided by others:
  - a. Boundary and general survey locating structures, property lines, utilities that cross the property and interior lobby plans in AutoCAD format.
  - b. Soils Report (if required).
  - c. Budgetary Considerations.
  
2. The scope of work excludes the following services, which are not necessarily limited to those listed below:
  - a. Utilities (water, sewer, storm, electrical, cable, telephone, etc.)
  - b. Sub-consultant design fees
  - c. Civil, Structural, Mechanical, Irrigation and Electrical Engineering if required.
  - d. Architect or lighting design and associated consultant fees.
  - e. Project signage environmental graphics.
  - f. Interior design, IT/networking design
  - g. Irrigation design will be billed as a Reimbursable expense if requested
  - h. Landscape lighting electrical plans.
  - i. Design of any related off-site improvements

- j. Illustrative plans, models, and drawings not specifically described in Scope of Services.
  - k. Redesign of elements due to site plan changes (i.e., buildings relocate, site grading changes) after initial client approval.
  - l. Public bid procedures
  - m. All meetings requiring travel outside of DFW are not included and will be covered as an additional expense.
  - n. Geotechnical information.
  - o. As Built Drawings
  - p. TDLR Submittal
  - q. Any jurisdictional mitigation plans (including wetland, tree, 404 permit, etc.)
3. MESA Design Associates may subcontract consultants in the performance of any services described in this agreement.
  4. MESA Design Associates does not act as General Contractor in any way or accept responsibility for poor craftsmanship.
  - 5. The above-described compensation for MESA Design Associates does not include the following non-labor costs:**

**Reimbursables:**

- a. Copies
- b. Printing/reprographics
- c. Federal Express, courier, and/or delivery fees
- d. Blue printing, printing, or binding for bid sets
- e. Mileage (percentage allowed by IRS) currently @ .72.5/mi.
- f. Permits and/or registration fees
- g. Travel expenses outside of Dallas such as airfare and lodging
- h. Other products and services requested by the Client and not specifically described herein.
- i. All Jurisdictional Submittal, Permitting or Review Fees.
- j. TDLR Fees and Expenses.
- k. Sub-consultants

There will be a 10% Administrative Fee added to all reimbursable expenses.

6. Should the Client or Owner cancel scheduled meetings with less than 72 hours' notice, MESA reserves the right to invoice the Client or Owner for all related travel and accommodation expenses incurred, if applicable.
7. Either Party may terminate this contract with (7) seven days' written notice to the other party. Upon termination, MESA will be paid for all work performed, including reimbursable expenses, through the date of termination.
8. Should the project go "on hold" for more than sixty (60) days, the Consultant reserves the right to charge a \$600.00 restart fee when the project resumes. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.

9. This agreement is to be governed by the laws of the State of Texas. Compensation for all services shall be paid in Dallas, Dallas County, Texas.
10. In the event disputes are not satisfactorily resolved through informal discussions, the Client and MESA agree that all disputes between them arising out of or relating to this agreement, or the Project shall be submitted to nonbinding mediation. In the event the parties to this agreement are unable to reach a settlement through mediation, then such disputes shall be settled by litigation, in a court of competent jurisdiction.
11. **Invoice Terms: Net thirty (30) days from invoice date.** A finance charge of 1% per month (12% per annum) will be added to accounts over thirty (30) days past due. The client agrees to pay reasonable attorney fees incurred by MESA to collect on unpaid invoices. MESA reserves the right to file a property lien if invoices go over sixty (60) days past due.
12. If the client fails to make payments to MESA in accordance with this agreement, such failure shall be considered substantial non-performance and cause for termination or, at MESA's option, cause for suspension of performance of service under this agreement. If MESA elects to suspend service, MESA shall give seven (7) days written notice to the Client. In the event of a suspension of services, MESA shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services. Client agrees to hold MESA harmless and completely indemnify MESA from and against all damages, costs, attorney's fees, and/or other expenses which MESA may incur because of any claim by any person or entity arising out of such suspension of work. Before resuming services, MESA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MESA's services. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.
13. The hourly rates and multiples for services of the Consultant and Consultant's sub consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices annually or as agreed upon between the Client and Consultant. MESA reserves the right to adjust hourly-based contracts and additional service fees to compensate for inflation increases annually.
14. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337; tele: 512.305.9000; fax: 512.305.9005; e-mail: [www.tbae.state.tx.us](http://www.tbae.state.tx.us).
15. **LIMITATION OF LIABILITY: to the maximum extent permitted by law, the Client agrees to limit MESA's liability for the Client's damages to two times the fees indicated in this proposal. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.**
16. By making visits to the site, MESA is not assuming the responsibilities of the builder, Construction Manager, Construction Superintendent or any of their agents or subcontractors.
17. Plans, drawings and specifications or other writings or documents prepared or provided by MESA hereunder are prepared for this Project only but may be used by MESA for purposes of illustrating the scope and nature of project involvement. MESA shall provide the Client with a reproducible set of drawings and specifications for its records. No "live" files will be released. These drawings shall not be

used by Client for other projects or extensions to the project without the express written permission of MESA.

- 18. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MESA from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising out of the use or modification by the Client to any reports, plans, specifications or other construction documents, including electronic files, prepared by MESA if such use or modification has not been explicitly approved in writing by MESA and its sub consultants. This indemnification provision shall survive the termination of this Agreement.**
19. It is expressly understood and agreed that MESA shall not have control of, or charge of, or be responsible for construction, means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the Project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the Project and Client shall indemnify MESA and hold MESA harmless from and against any and all claims, demands, losses, costs, third party beneficiaries, liabilities and damages including, without limitation, reasonable attorney's fees and expenses, incurred by MESA and arising out of or related to any of the aforesaid.
20. Notwithstanding any other provision of this Agreement, MESA and MESA's sub consultants shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.
21. The Client agrees to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement.
22. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MESA or the Client. MESA's services under this agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against MESA because of this agreement or the performance or nonperformance of services hereunder.
- 23. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MESA, its officers, directors, employees and sub consultants (collectively, MESA) against all damages, liabilities or costs, including reasonable attorney's fees and costs, to the extent caused by the Clients negligent acts or breach of this agreement, and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor MESA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.**
24. This document supersedes all previous discussions and documents, if any, and may only be amended by written agreement between the parties.
25. If any term of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

- 26. In providing services under this Agreement, MESA shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. MESA makes no warranty, express or implied, as to its professional services rendered under this Agreement.
- 27. MESA shall retain ownership of all reports, drawings, plans, specifications, electronic files, videos, field data, notes and other documents and instruments prepared by MESA as instruments of service. MESA shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.
- 28. Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, pandemics, disease, acts of God such as fires, hurricanes, floods, or tornadoes.

Respectfully submitted,  
MESA Design Associates, Inc.

Acceptance of Proposal and Contract Terms and Conditions:

[Redacted Signature]



Stan Cowan  
Senior Principal

\_\_\_\_\_  
Authorized Representative



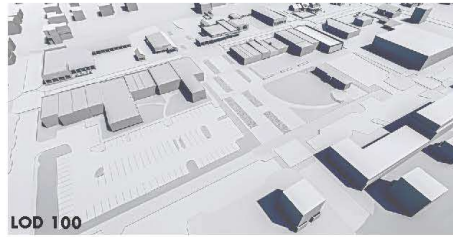
David Newman  
Principal

Date \_\_\_\_\_

**Exhibit: A**

**COMPUTER GENERATED 3D MODELING  
LEVEL OF DESIGN (LOD) GUIDE**

LANDSCAPE ARCHITECTURE | PLANNING | URBAN DESIGN | MESA



LOD 100

**SCHEMATIC DESIGN ALTERNATIVES**

**LOD 100**

Study model with basic topography (design grades only), buildings, hardscape, and softscape meant to portray spatial relationships of design.

**OUTPUT:** Still Images

**PIPELINE:** SketchUp

**LOD 150**

Compilation of LOD 100 video sequences with integrated music meant to communicate the user experience.

**OUTPUT:** Still Images/Video Clip

**PIPELINE:** SketchUp



LOD 200

**REFINED SCHEMATIC DESIGN**

**LOD 200**

Model with basic textures and architectural massing, intermediate topography (typically includes survey grades and design grades), and site study meant to portray general design intent.

**OUTPUT:** Still Images

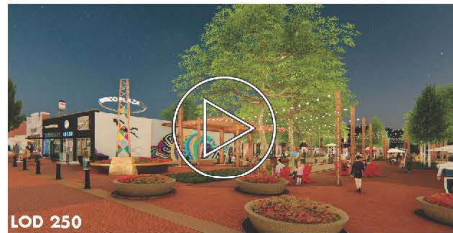
**PIPELINE:** SketchUp

**LOD 225**

Redesign of elements due to site plan changes (i.e., building relocation, site grading changes). Revisions to the design (and subsequent computer generated 3D modeling) that affect major site elements to be billed as additional services.

**OUTPUT:** Still Images

**PIPELINE:** SketchUp/Lumion



LOD 250

**SCHEMATIC DESIGN VIDEO**

**LOD 250**

Compilation of LOD 200 video sequences with integrated music meant to communicate the user experience.

**OUTPUT:** Presentation Video Clips

**PIPELINE:** SketchUp/Lumion/Premier

**LOD 275**

Compilation of fully rendered still images and video sequences with integrated music, annotation, animated graphics, and branding elements that are combined to communicate both the design intent and user experience.

**OUTPUT:** Communication Video

**PIPELINE:** SketchUp/Lumion/After Effects/Premier



LOD 300

**DESIGN DEVELOPMENT**

**LOD 300**

Model with rendered architecture, advanced topography, and colors/finishes to match the specified materials. Includes site study meant to portray spatial relationships and materials throughout the overall site design.

**OUTPUT:** Still Images

**PIPELINE:** SketchUp/Lumion

**LOD 325**

Redesign of elements due to site plan changes (i.e., building relocation, site grading changes). Revisions to the design (and subsequent computer generated 3D modeling) that affect major site elements to be billed as additional services.

**OUTPUT:** Still Images

**PIPELINE:** SketchUp/Lumion



LOD 350

**DESIGN DEVELOPMENT VIDEO**

**LOD 350**

Compilation of LOD 300 video sequences with integrated music meant to communicate the user experience.

**OUTPUT:** Presentation Video Clips

**PIPELINE:** SketchUp/Lumion/After Effects/Premier

**LOD 375**

Compilation of fully rendered still images and video sequences with integrated music, annotation, animated graphics, and branding elements that are combined to communicate both the design intent and user experience.

**OUTPUT:** Communication Video

**PIPELINE:** SketchUp/Lumion/After Effects/Premier

**GENERAL NOTES:**

1. All 3D models (including the resultant still images and videos) and the design shown are the property of MESA Design Associates, known also as MESA.  
\*The reproduction, copying, or use of this drawing without written consent of MESA is prohibited and any infringement will be subject to action. © Copyright 2021 MESA
2. Designs depicted in 3D models are conceptual in nature and are considered preliminary and subject to change.
3. LOD 400 and LOD 500 (as defined by AIA or similar entity) computer generated 3D modeling is excluded from the scope of work associated with this proposal and contract for professional services.
4. MESA reserves the right to prepare partial LOD 400 computer generated 3D model vignettes as supplemental material for CA/CO purposes only  
\*to be provided for your information only
5. All video files to be provided in MP4 format.

**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 April 8, 2026, for a Community Development Grant (“Application”), which is attached hereto as Exhibit “A”.

5. The project that is the subject of this Agreement is professional landscape architectural services for the Downtown Connectivity Enhancement Project, a master planning and conceptual design initiative for underutilized public property located at the intersection of W. Oak Street and W. Spring Street within the city limits of Palestine, Texas (the “Project”). Applicant plans to make a total capital investment of **Forty Thousand Dollars and No Cents (\$40,000.00)** 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 August 16, 2025, 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 **Forty Thousand Dollars and No Cents (\$40,000.00)** 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 **\$40,000.00** 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 120<sup>th</sup> day after the date the PEDC notifies the Applicant of the violation.
5. Payments Due: The PEDC will tender the Grant of **\$40,000.00** to the Applicant for its Project-related expenses upon approval of this performance agreement by the City Council of the City of Palestine at its open meeting on April 27, 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: 04/14/2026  
To: Palestine Economic Development Corporation  
From: Melissa Temple, EDC Administrative Assistant  
Agenda Item: Discussion and Possible action regarding a Downtown Grant Performance Agreement with Sandra Vasquez.

---

**SUMMARY:**

Discussion and Possible action regarding a Downtown Grant Performance Agreement with Sandra Vasquez.

**RECOMMENDED ACTION:**

Staff recommends issuing final payment for work completed under the Downtown Grant Performance Agreement with Sandra Vasquez.

---

**Attachments**

HVAC Pics & Paid Final Invoice  
Signage Pics & Paid Final Invoice  
Performance Agreement

**A2L**  
DANGER  
FURNACE  
NOT TO BE REPAIRED  
OR SERVICED  
UNLESS THE  
OWNER HAS  
FIRST READ THE  
OWNER'S MANUAL  
FOR SOURCE  
DUCTWORK,  
LISTED FOR  
USE WITH  
THIS FURNACE.  
SEE THE  
OWNER'S MANUAL  
FOR SOURCE  
DUCTWORK  
REQUIREMENTS.  
SEE THE  
OWNER'S MANUAL  
FOR SOURCE  
DUCTWORK  
REQUIREMENTS.  
SEE THE  
OWNER'S MANUAL  
FOR SOURCE  
DUCTWORK  
REQUIREMENTS.

SAFETY

Caution  
Do Not Touch

CHARLOTTE PIPE  
WWW.CHARLOTTEPIPE.COM

**WARNING / AVERTISSEMENT / ADVERTENCIA**

<b>DEADLY VOLTAGE</b> To avoid electric shock, do not touch electrical parts.	<b>TOXIC DANGEROUS</b> To avoid poisoning, do not touch or ingest.	<b>FLAMMABLE</b> To avoid fire, do not touch or ingest.
<b>FLAMMABLE VAPORS</b> To avoid fire, do not touch or ingest.	<b>EXPLOSION DANGEROUS</b> To avoid explosion, do not touch or ingest.	<b>ADVERTENCIA</b> To avoid fire, do not touch or ingest.

SEE THE OWNER'S MANUAL FOR SOURCE DUCTWORK REQUIREMENTS.

American Standard



# Ranger Air & Heat Company

3890 Hwy. 19 South, Palestine, TX 75801

(903) 729-5634  
Remit To: Box 1573, Palestine, TX 75802  
TACLB005970C

Serving Anderson and surrounding counties since 1986

## L.L.C

# SERVICE INVOICE

51017

T&M <input type="checkbox"/>	QUOTED <input type="checkbox"/>	WARRANTY <input type="checkbox"/>	EMAIL	WORK ORDER NO.	CUSTOMER P.O. NO.	DATE 1-5-2026
Warrens Barber Shop 308 W. Crawford Palestine, TX 75801				SERVICE LOCATION PHONE NO. CONTACT PHONE NO. 903-729-2935		SERVICE LOCATION - STREET ADDR., CITY, STATE, ZIP Sandra Vasquez

SPECIAL INFORMATION

PROBLEM American Standard - Model A5AC4060A1000A - Serial # 25343L6YIF

UNIT MAKE	MODEL NO	SERIAL NO	UNIT MAKE	MODEL NO	SERIAL NO
Aneistar	58XIC100MSPA	251232FYJB	Aneistar	5TXCC09AS3HCA	2547454YG

DESCRIPTION OF WORK DONE

CHECK THERMOSTAT <input type="checkbox"/>	CHECK ALL CONTROLS <input type="checkbox"/>	AIR FILTERS CLEAN <input type="checkbox"/>	EVAPORATOR COIL CLEAN <input type="checkbox"/>	CONDENSER CLEAN <input type="checkbox"/>	INSPECT BELTS & PULLEYS <input type="checkbox"/>	LUBRICATE ALL BEARINGS <input type="checkbox"/>	INSPECT DISCONNECT <input type="checkbox"/>
RETURN TEMP °	SUPPLY TEMP °	SUCTION TEMP °	LIQUID LINE TEMP °	SUCTION #	DISCHARGE #	SUPERHEAT °	SUBCOOLING °
COMPRESSOR MODEL	COMP. SERIAL #	AMP DRAW	VOLTAGE	COND. MOTOR AMP DRAW	EVAP. MOTOR AMP DRAW	OUTDOOR TEMP. °	COND. OUT AIR TEMP. °

OTHER

Installed 5 ton Aneistar system with gas furnace as per bid

**WARRANTY OWNER PLEASE NOTE**  
The below charges cover this specific repair job only. We guarantee all labor and parts installed by us for one year after date of repair, or in accordance with the manufacturers specific warranty. We do not guarantee or pretend to guarantee other parts in your unit. Any discrepancy on repairs must be reported to us within 7 days after date of repairs.

ACTION REQUIRED

QUANTITY	MAT'L CODE	REPAIR DESCRIPTION	UNIT SELL	TOTAL SELL
5		ton Aneistar / Am. Standard - System w/ gas materials on work order		
P/O # 7532 M/S				

I HAVE AUTHORITY TO ORDER THE WORK, WHICH HAS BEEN SATISFACTORILY PERFORMED, AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL THAT MAY BE FURNISHED UNTIL FINAL PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

A Finance Charge of 1 1/2% per month which is an Annual Percentage Rate of 18% applied to your previous Balance after deducting payments and credit since last statements closing date. Finance charges are calculated on balances over 30 days past due. In the event an attorney is retained to bring suit for collection of any sums due, I agree to pay costs of collection and reasonable attorney fees.

CUSTOMER'S SIGNATURE	DATE	REG.	O.T.	HPR	TECHNICIAN
	1/5/26				Victor, Luis, Jorge

DIAGNOSTIC	
REG HRS @	as
OT HRS @	per bid
HPR HRS @	
SPECIAL TOOL RENTAL	
TOTAL CHARGES	9950.00
AMOUNT PAID	

NOTICE: "Under the Mechanics Lien Law, any contractor, sub-contractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the sub-contractor laborer, or supplier remains unpaid."

**THIS IS YOUR INVOICE — PLEASE PAY TECHNICIAN**

CASH  CHECK  CREDIT CARD  COD

WARREN'S





**Warrens Barbershop**

BARBER SHOP  
**WARREN'S**  
307 WEST CAGE  
PALESTINE, TX

**WARREN'S BARBER SHOP**  
TUES. - FRI.  
8-5  
SATURDAY  
8-1

**FADES**  
**TAPERS**  
**FLATTOPS**  
**FAUH HAWKS**  
**NECK SHAVES**  
**BEARD TRIMS**  
**SHINE BOUND**  
**FIRST HAIRCUTS**



WARREN'S





# PALESTINE SIGN COMPANY

112 E OAK ST., PALESTINE, TX, 75801  
903-922-2500

INVOICE: 2973

TO: WARREN'S BARBER SHOP

DATE: 4/7/26

ART/GRAPHIC FEE: \$ - \_\_\_\_\_

APPROVAL OF ART/GRAPHICS: \_\_\_\_\_

SCOPE:

BUILD METAL TRIANGLE SIGN POWDER  
COAT BLACK ADD 2 - 2X4 SINGLE SIDED  
SIGNS TO READ WARRENS BUILD  
BARBER POLE WITH RED AND WHITE  
VINYL TO BE ADDED TO SIGN. QUC  
INCLUDES INSTALL.

\$ 1,746.25

LABOR \$ 740.00

COST: *✓ #4197* \$ 1,746.25

TAX 8.25% \$ 144.07

LABOR \$ 740.00

TOTAL COST: \$ 2,630.32

CREDIT CARD FEE 3.50% \$ 92.06

TOTAL COST: \$ 2,722.38

DEPOSIT \$ 2,630.32

DUE AT COMPLETION \$ (0.00)

WE CHARGE 3.5 FOR ALL CREDIT CARD TRANSACTIONS

WE SINCERELY APPRECIATE YOUR BUSINESS

## 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 Sandra Vasquez, ("APPLICANT"), whose current address is 307 W. Oak Street, Palestine, Texas 75801.

### RECITALS

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

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

**WHEREAS**, the APPLICANT submitted its Application dated October 31, 2025 for a Downtown Grant ("APPLICATION"); and

**WHEREAS**, the APPLICANT plans to make real property capital investments of **Twenty Thousand Four Hundred Fifty Dollars and No Cents (\$20,450.00)** for the purpose of installation of a new HVAC unit and new business signage at the business property of Warren's Barber Shop, that being located at 307 W. Oak St. Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC has approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Eight Thousand Five Hundred Dollars and No Cents (\$8,500.00) ("GRANT")**.

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

### 1. APPLICANT'S OBLIGATIONS

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

1.2. APPLICANT accepts such grant subject to PEDC approval.

1.3. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before August 16, 2026.

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 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.

2.2. 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.

2.3. 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.

2.4. 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 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 307 W. Oak St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within two years 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.

**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. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the Board of Directors of the PEDC, 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):**  
Saundra Vasquez

By  Date 11-19-25  
Saundra Vasquez, Owner

**For the PEDC:**  
Palestine Economic Development Corporation

By  Date 11-18-25  
Dan Bochsler, Board President