



NOTICE OF MEETING
Palestine Economic Development Board Agenda
Thursday, September 8, 2016 at 11:30 a.m.
PEDC Offices
100 Willow Creek Parkway, Suite A
Palestine, Texas 75801

All agenda items are subject to action.

MEETING – 11:30 A.M

- A. CALL TO ORDER:** The Palestine Economic Development Corporation reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development) to wit:
- B. CITIZEN INPUT**
- C. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of minutes from PEDC Board Meeting conducted on August 18, 2016 and Special Board Meeting conducted on August 26, 2016.
- D. BRIEFING AND DISCUSSION CONCERNING:**
1. Tax Abatement/Tax Incentive Meeting with City Council
 2. Downtown Assessment Meeting with KSA Engineers
 3. Business Opportunities (Franchising) Seminar.
 4. Tourism
- E. CONSIDERATION AND TAKE POSSIBLE ACTION CONCERNING:** Financial support for Hot Pepper Festival.
- F. CONSIDERATION AND TAKE POSSIBLE ACTION CONCERNING:** Replacement of Uninteruptible Power Source for 200 Vista Ridge.
- G. CONSIDERATION AND TAKE POSSIBLE ACTION CONCERNING:** Organizational Structure and Affiliation of Palestine Economic Development Corporation.
- H. CONSIDERATION AND TAKE POSSIBLE ACTION CONCERNING:** GO TEXAN Certified Retirement Community.

I. Executive Session (Closed Session): The Board will retire into executive session pursuant to the provisions of the Texas Government Code, in accordance with the authority contained in Section 551.087 (Deliberations regarding economic development).

1. Project NationStar
2. Project Castle Power

Reconvene in Open Session

J. Take Action From Executive Session:

1. Project NationStar
2. Project Castle Power

K. Adjourn

CERTIFICATION

I certify that this agenda was posted at the main entrance of the Palestine Economic Development Corporation located at 100 Willow Creek Parkway, Suite A, on or before September 5, 2016 at 11:30 a.m. in accordance with Chapter 551 of the Texas Government Code.

Terry Johnson

Terry Johnson, Economic Development Assistant

9-2-16

Date

11:25 AM

Time

In compliance with the Americans with Disabilities Act, the City of Palestine will provide for reasonable accommodations for persons attending PEDC meetings. Requests for accommodations or interpretive services must be made 48 hours prior to the meetings. Please contact the PEDC office for further information at 903-729-4100.



Minutes from August 26., 2016 Regular Board Meeting
Palestine Economic Development Corporation
Board of Directors

MEETING – 11:00 am and call to order at 11:09 am

Those in attendance:

Linda Dickens
John McDonald
Paul Morris
Thomas Wright

Those Absent:

Larry Weber
Alan Herrington
Alan George, open position on board due to Atlanta, GA move

Others Attending:

Tom Manskey
Greg Laudadio
Terry Johnson
Mary Raum
Steve Groom

A. Call to Order

The Palestine Economic Development Corporation reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development) to wit:

B. Citizen Input – None

C. Consent Agenda – None

D. President's Comments – None

E. Staff Reports – None

F. Board Discussion and Action Items

1. Discussion and possible action relating to 2016 – 2017 Budget.
Board recommendation to officially approve the financial statements for yearly budget and carry forward to City Council for approval of 2016-2017 budget. Motion to accept the current PEDC financials made by John McDonald and a second motion made by Thomas Wright. The vote was unanimous.

2. Discussion and possible action relating to reappointment of PEDC Board Members.
A motion from John McDonald and a second motion from Thomas Wright was made to have PEDC Board President, Larry Weber, write a letter to Mayor and copy to City Secretary, for reappointment of existing PEDC Board Members. The motion carried unanimously. Also, the resignation for Board Member Alan George was sent to Mayor Herrington and to City Secretary, Teresa Herrera.

3. Discussion and possible action relating to organization structure. – There was no action taken on organization structure. This restructure would be a return to former format providing a greater separation of the Palestine Economic Development Corporation from City of Palestine.

G. Executive Session (Closed Session) – none

The Board will retire into executive session pursuant to the provisions of the Texas Government Code, in accordance with the authority contained in Section 551.072 (Deliberations about Real Property and 551.087 (Deliberations regarding economic development).

H. Take Action from Executive Session - none

I. Adjourn – 11:45 am

PEDC Board President, Larry Weber	Date	Time
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Terry Johnson, Economic Development Assistant	Date	Time
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Minutes from August 18, 2016 Regular Board Meeting
Palestine Economic Development Corporation
Board of Directors

The Board of Directors of the Palestine Economic Development Corporation met on Thursday, August 18, 2016 at 11:30 am at the PEDC conference room at 100 Willow Creek Parkway, Suite A, Palestine, TX.

MEETING – 11:30 A.M. & call to order at 11:35 AM

Those in attendance:

Larry Weber
Alan Herrington
Linda Dickens
Paul Morris
Thomas Wright
John McDonald

Absent: Open position, Alan George

Others attending:

Tom Manskey
Greg Laudadio
Terry Johnson

A. Call to Order

The Palestine Economic Development Corporation reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development) to wit:

B. Citizen Input - None

C. Consent Agenda

1. Approval of minutes from PEDC Board Meeting conducted on July 21, 2016. Motion to approve minutes by Paul Morris and seconded by Linda Dickens, with unanimous vote to approve minutes.
2. Approval of June & July 2016 financial information. Motion to approve financials made by Alan Herrington and seconded by Thomas Wright. Alan Herrington requested the prior year to date actual numbers be returned to our monthly financial reports.

D. President's Comments - None

E. Staff Reports

1. EDC

- a. Current ED Pipeline – Pipeline discussed in closed session.

2. Main Street

- a. First ever Main Street Social scheduled for Tuesday, September 13th from 5 to 7 pm on the lawns of the First Christian Church in Palestine. Constant Contact e-invitations sent out on 8-18-16 to all Main Street business owners and friends.
 - b. Wine Swirl is scheduled for December 10, 2016 from 4 to 8 pm and Main Street will partner with PISD again. The event will be larger in 2016 because we are starting to prepare earlier for event.
 - c. Seven Palestine representatives attended a Texas preservation regional meeting in Marshall, Texas in early August. The regional meeting theme was “On the Right Track: Preserving Historic Railroad Depots & Related Sources.
 - d. Downtown Assessment –Phase 1 gathers information such as GIS locations of utilities and zoning and vendor partner, KSA, has 90% of the information they need for Phase 1. KSA wants one in person meeting with the PEDC Board members, and Greg Laudadio will forward the suggested meeting dates soon. Both short term and long term goals will also be a part of Phase 1.
3. Tourism – Mary Raum, Director, working out of town. Tom Manskey presented Mary’s three page Tourism Marketing update for July/August 2016. Expedition Texas completed filming the 1890 Swing Bridge on July 16, 2016. The TV spot should air sometime in March 2017. The Daytripper also filmed in seven Palestine locations on August 4 & 5, and their show is forthcoming.

F. Board Discussion and Action Items

1. Request to plot and appraise site on Sanderson Farms Parkway, needing up to \$3,500. The City of Palestine owns less than an acre of land at the southwest corner of Highway 79 South next to Sanderson Farms poultry complex. Motion made by Linda Dickens and seconded by Paul Morris, with unanimous vote for plot and site appraisal fee up to \$3,500. Tom Manskey will check with City of Palestine to be reimbursed for total charges for this service since City will receive sales proceeds.
2. Request finder’s fee to rent Suite B, up to \$1,000, which excludes any city staff and PEDC Board members. PEDC must receive a minimum 12 month lease before the \$1,000 finder’s fee will be paid to any realtor finding an appropriate tenant for Suite B of the Willow Creek Office Complex. John McDonald made motion to approve \$1,000 finder’s fee and seconded by Paul Morris, with unanimous vote by Board. Later on, we may need a tenant improvement allowance for Suite B.
3. Request funds up to \$10,000 under capital equipment fund for purchase and installation of new phone system and maintenance program. Motion was made by Paul Morris and seconded by John McDonald to fund our PEDC phone system purchase. This was a unanimous vote of approval by the Board. CenturyLink will be our sole source provider because we will be able to purchase directly under The Texas DIR contract with contract number CenturyLink SDD-TSO-2645. This funding request will go before City Council’s next meeting.
4. Community Development Grant Update – A \$50,000 grant fund had two applicants for 2016. PEDC Board members scored the applications and Greg Laudadio tallied the scores for the applications. . Alan Herrington made the motion, and seconded by Paul Morris, to approve our 2016 grants funds as shown below. The vote to approve was unanimous.

PISD for the Wildcat Golf Course, a \$9,700 request for improvements to the driving range will receive matching funds up to \$9,700.

YMCA for the soccer complex, will receive matching funds up to \$40,300.

5. Façade Improvement Program Grant Update –The PEDC Board members denied 2016 grant matching funds request for \$29,112 to owners of the Gregg-Link Building. Previous FIP funds to this project total \$47,000. Motion not to fund was made by Linda Dickens with a second motion by Paul Morris. Upon vote, the motion passed unanimously. There will be no 2016 FIP grants made for 2016. No other applicants applied for FIP grant in 2016.

G. Executive Session (Closed Session)

The Board will retire into executive session pursuant to the provisions of the Texas Government Code, in accordance with the authority contained in Section 551.072 (Deliberations about Real Property and 551.087 (Deliberations regarding economic development).

Executive session began at 12:47 pm discussing current EDC Pipeline.

Reconvene in Open Session – 12:55 pm

H. Take Action From Executive Session - none

I. Adjourn – 12:56 pm

PEDC Board President, Larry Weber

Date

Time

PEDC Assistant, Terry Johnson

Date

Time

Item 1

Tom Manskey

From: Ian Gunn <ian.gunn@resultstel.com>
Sent: Tuesday, September 06, 2016 1:40 PM
To: Tom Manskey
Subject: FW: Open estimates for Palestine

Tom, I got the quote for all three reduced by \$1069.00

Ian Gunn

Director of Facilities
Mobile: 778.318.1963 | Desk214.227.8616
Email: ian.gunn@resultstel.com

The Results Companies | 100 NE 3rd Ave. Suite 200 | Fort Lauderdale, FL 33301 | theresultscompanies.com



From: Jill Wockenfuss [mailto:Jill.Wockenfuss@DC-Group.com]
Sent: Tuesday, September 06, 2016 1:33 PM
To: Ian Gunn <ian.gunn@resultstel.com>; Joanna Gagliardi <Joanna.Gagliardi@dc-group.com>; Alan Dean <alan.dean@resultstel.com>
Cc: Alan Dean <alan.dean@resultstel.com>
Subject: RE: Open estimates for Palestine

Ian,

I have reduced the quotes from combining them on one (1) visit as per below.

(2) labor hours (\$150/hour)
(4) travel hours (\$150/hour)
260 miles (.65/mile)

Total: \$1069.00

Due to DC Group's competitive pricing we don't have room to adjust the pricing further. We truly appreciate all the business you do with us. Let me know if there is a specific number you need to be at and I can go back to my manager to discuss.

Thank you!

Jill Wockenfuss Senior Account Manager-Training Specialist (612) 435-0489
Corporate Headquarters 1977 West River Road N, Minneapolis MN 55411
Eight years on the Inc. 500|5000 - www.dc-group.com

Price Quotation

Quote Number: 0000276724

To: The Results Company LLC

From: DC Group, Inc.

Attn: Attn: Accounts Payable

Site Deployment Team

Jill Wockenfuss

Phone: 1-800-838-7927

Fax: 1-612-435-0601

Bill to / Quote to

Address: 100 NE 3RD Ave Ste 200
Fort Lauderdale, FL 33301-1102

Quote Date: 7/18/2016

Quote Expires: 9/18/2016

Phone:

Site Contact: Sarah Wilson

Address: The Results Company LLC

Site Phone: (903)922-7725

200 Gillespie Road

DC Group ID: RESULTTX02

Palestine, TX 75801

DC Group Job #: 275494

Equipment Quoted:

ID	Manufacturer	System	Model	Serial No	Asset Tag
UPS001RESULTTX02	MGE	UPS	Comet	B05-12809	

Materials Needed:

CAPACITORS and FANS DUE TO AGE

This quote is for DC Group to perform a capacitor and fan replacement on the customer's 40kVA MGE Comet UPS unit (s/n: B50-12809). These components will be installed by a DC Group certified UPS technician who is familiar with the operation of the UPS. The capacitors and fans are recommended for replacement due to their age. Capacitors are recommended for replacement at their end-of-life age of five (5) years and fans at their end-of-life age of seven (7) years. Replacing these components is necessary to ensure the smooth and reliable operation of the UPS. In addition, components that are beyond their end-of-life age are not covered under contract and any emergency service related to failed components beyond their end-of-life age will be billable.

Capacitors: \$

Fans: \$

Freight is estimated for quoting purposes only. Estimated here is standard dock-to-dock delivery. Any special delivery requirements, such as expedited shipment, a lift gate, or inside delivery will likely incur additional costs at the customer's expense.

Parts may have a 4-6 week lead time upon receipt of order.

Quote:

<u>Parts Cost:</u>	\$3,800.00
<u>Standard Labor Cost:</u> (Monday to Friday, 8:00 AM to 5:00 PM)	\$1,695.00
<u>Premium Labor Cost:</u> (Monday to Friday, 5:01 PM to 7:59 AM, all day Saturday)	\$2,445.00
<u>Sunday/Holiday Labor Cost:</u> (All day Sunday and Holidays)	\$3,195.00
<u>Estimated Shipping Cost:</u>	\$300.00

Customer Signature Section

Total Quotation Cost:	
Standard:	\$5,795.00
Premium:	\$6,545.00
Sun/Hol:	\$7,295.00

Customer Approval: _____

Date: _____

Customer PO #: _____

This quote is based on standard dock-to-dock delivery unless otherwise noted. Any special delivery requirements such as expedited shipment, a truck with a lift gate or inside delivery may incur additional charges at the customer's expense if they are not included in this quote.

This quote does not include any applicable sales tax unless otherwise noted.

Terms and Conditions: This agreement, together with the terms on the attached sheets made part of this agreement, constitutes the entire agreement between the parties and shall exclusively control the relationship of the parties with regard to this agreement. Printed, preprinted or other terms on the face or reverse side of customer's Purchase Order shall not be binding. Any additional or different terms proposed by customer are only accepted if expressly agreed to in writing by DC Group.

Payment Terms: DC Group reserves the right to separately invoice the charges for the materials upon order and the charges for labor upon job completion.

All payments are due net thirty (30) days in full from date of invoice. If payment is not made when due, DC Group reserves the right to refuse to provide any further service until its receipt of the payment. Customer shall be liable for expenses, including reasonable attorneys' fees, associated with collection proceedings for non-payment.

Insurance: DC Group will, at its own cost and expense, obtain and maintain in full force and effect the following insurance with sound and reputable insurers during the term of this agreement: (1) Worker's Compensation insurance in accordance with the statutory requirements of the state in which the maintenance is to be performed, (2) Automobile Liability insurance on all motor vehicles licensed for highway use, both owned and non-owned, and (3) Comprehensive Liability insurance for bodily injury and property damage

Confidentiality: The parties recognize that certain technical information which may be disclosed by each to the other in connection with the services provided under this agreement represents confidential and valuable and proprietary information, and neither party will, without the written consent of the other, disclose such information to any person other than those of its employees who must have access to such information in order to utilize it for this agreement. All such employees shall be required to maintain such information in confidence.

Subcontracting: DC Group reserves the right to subcontract any portion of service provided for under this agreement without the prior consent of customer.

Indemnity: DC Group shall defend, indemnify and hold harmless customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits brought against the Indemnified Parties, to the extent they result directly from or out of (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of DC Group, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by DC Group, its employees or agents, while DC Group is performing work on site.

Liability: The remedies of the customer set forth in this agreement are exclusive and are its sole remedies for any failure of DC Group to comply with its obligations hereunder. In no event shall either DC Group or customer, or their respective officers, directors, employees or agents be liable to the other for any indirect, incidental, special or consequential damages such as, but not limited to, lost profits, good will or other economic loss in connection with, or arising out of the services or parts provided under this agreement, whether or not the possibility of damage was known to DC Group or customer, or could have been reasonably foreseen by DC Group or customer. The total cumulative liability of DC Group arising from or related to this agreement shall not exceed the price of the product or services on which this quote is based.

Warranty: DC Group shall perform all services in a professional and workmanlike manner. DC Group warrants repairing or replacing defective parts or materials and correcting defective workmanship performed by DC Group under this agreement. DC Group warrants its corrective maintenance and replacement parts to be free from defects in material and workmanship for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, with the exception of battery replacements, in which case the manufacturer's warranty shall cover the batteries. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this warranty, DC Group, at its discretion, will repair or replace the warranted parts or materials at no cost to customer. This warranty shall not apply to any equipment and/or battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by customer (or a third party) not authorized by DC Group in writing.

Battery replacement services: If the customer cannot accept delivery of equipment, customer will arrange for storage. DC Group shall not be liable for any storage costs, damages, delivery delay/cancellation costs or damages from installation delays due to any cause beyond DC Group's reasonable control, nor shall customer cancel or have the right to cancel its purchase order because of delays or default in delivery due to such causes.

Customer may not cancel or terminate its purchase order without prior written notice to DC Group and upon payment of cancellation charges which shall include, among other things, expenses already incurred and commitments made by DC Group. Customer is responsible for return freight charges related to cancellation.

Acceptance: Signing a DC Group quote signifies understanding and acceptance of the above Terms and Conditions. An electronic signature shall be considered the equivalent of a written signature.

This agreement shall be construed in accordance with and governed by the laws of the State of Minnesota. DC Group and customer hereby agree that all disputes arising out of this agreement shall be submitted solely to the State and Federal Courts located in Hennepin County, Minnesota.

Quotation

This quotation is valid for a period 62 days of from the date of this document. All quotations are subject to credit approval. This price quotation for the foregoing work is based on conditions evident to the Field Service Technician at the time of the last inspection and not for conditions subsequent or conditions undisclosed or not apparent.

When a price quotation is for multiple items, it appears as a composite price.

Price Quotation

Quote Number: 0000276725

To: The Results Company LLC

From: DC Group, Inc.

Attn: Attn: Accounts Payable

Site Deployment Team

Jill Wockenfuss

Phone: 1-800-838-7927

Fax: 1-612-435-0601

Bill to / Quote to

Address: 100 NE 3RD Ave Ste 200
Fort Lauderdale, FL 33301-1102

Quote Date: 7/18/2016

Quote Expires: 9/18/2016

Phone:

Site Contact: Sarah Wilson

Address: The Results Company LLC

Site Phone: (903)922-7725

200 Gillespie Road

DC Group ID: RESULTTX02

Palestine, TX 75801

DC Group Job #: 275494

Equipment Quoted:

ID	Manufacturer	System	Model	Serial No	Asset Tag
UPS001RESULTTX02	MGE	UPS	Comet	B05-12809	

Materials Needed:

This quote is for the purchase and installation of one (1) display in the customer's MGE Comet (S/N B05-12809).

****Freight charges are estimated for dock to dock shipment and quoting purposes only. Actual freight charges maybe higher or lower and are not known until invoicing is complete. Please note if a lift gate or inside delivery are required, additional charges maybe incurred at the sites expense.**

Quote:

Parts Cost: \$4,280.00

Standard Labor Cost: \$1,362.50
(Monday to Friday, 8:00 AM to 5:00 PM)

Premium Labor Cost: \$1,962.50
(Monday to Friday, 5:01 PM to 7:59 AM, all day Saturday)

Sunday/Holiday Labor Cost: \$2,562.50
(All day Sunday and Holidays)

Estimated Shipping Cost: \$200.00

Customer Signature Section

Total Quotation Cost:	
Standard:	\$5,842.50
Premium:	\$6,442.50
Sun/Hol:	\$7,042.50

Customer Approval: _____

Date: _____

Customer PO #: _____

This quote is based on standard dock-to-dock delivery unless otherwise noted. Any special delivery requirements such as expedited shipment, a truck with a lift gate or inside delivery may incur additional charges at the customer's expense if they are not included in this quote.

This quote does not include any applicable sales tax unless otherwise noted.

Terms and Conditions: This agreement, together with the terms on the attached sheets made part of this agreement, constitutes the entire agreement between the parties and shall exclusively control the relationship of the parties with regard to this agreement. Printed, preprinted or other terms on the face or reverse side of customer's Purchase Order shall not be binding. Any additional or different terms proposed by customer are only accepted if expressly agreed to in writing by DC Group.

Payment Terms: DC Group reserves the right to separately invoice the charges for the materials upon order and the charges for labor upon job completion.

All payments are due net thirty (30) days in full from date of invoice. If payment is not made when due, DC Group reserves the right to refuse to provide any further service until its receipt of the payment. Customer shall be liable for expenses, including reasonable attorneys' fees, associated with collection proceedings for non-payment.

Insurance: DC Group will, at its own cost and expense, obtain and maintain in full force and effect the following insurance with sound and reputable insurers during the term of this agreement: (1) Worker's Compensation insurance in accordance with the statutory requirements of the state in which the maintenance is to be performed, (2) Automobile Liability insurance on all motor vehicles licensed for highway use, both owned and non-owned, and (3) Comprehensive Liability insurance for bodily injury and property damage

Confidentiality: The parties recognize that certain technical information which may be disclosed by each to the other in connection with the services provided under this agreement represents confidential and valuable and proprietary information, and neither party will, without the written consent of the other, disclose such information to any person other than those of its employees who must have access to such information in order to utilize it for this agreement. All such employees shall be required to maintain such information in confidence.

Subcontracting: DC Group reserves the right to subcontract any portion of service provided for under this agreement without the prior consent of customer.

Indemnity: DC Group shall defend, indemnify and hold harmless customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits brought against the Indemnified Parties, to the extent they result directly from or out of (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of DC Group, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by DC Group, its employees or agents, while DC Group is performing work on site.

Liability: The remedies of the customer set forth in this agreement are exclusive and are its sole remedies for any failure of DC Group to comply with its obligations hereunder. In no event shall either DC Group or customer, or their respective officers, directors, employees or agents be liable to the other for any indirect, incidental, special or consequential damages such as, but not limited to, lost profits, good will or other economic loss in connection with, or arising out of the services or parts provided under this agreement, whether or not the possibility of damage was known to DC Group or customer, or could have been reasonably foreseen by DC Group or customer. The total cumulative liability of DC Group arising from or related to this agreement shall not exceed the price of the product or services on which this quote is based.

Warranty: DC Group shall perform all services in a professional and workmanlike manner. DC Group warrants repairing or replacing defective parts or materials and correcting defective workmanship performed by DC Group under this agreement. DC Group warrants its corrective maintenance and replacement parts to be free from defects in material and workmanship for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, with the exception of battery replacements, in which case the manufacturer's warranty shall cover the batteries. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this warranty, DC Group, at its discretion, will repair or replace the warranted parts or materials at no cost to customer. This warranty shall not apply to any equipment and/or battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by customer (or a third party) not authorized by DC Group in writing.

Battery replacement services: If the customer cannot accept delivery of equipment, customer will arrange for storage. DC Group shall not be liable for any storage costs, damages, delivery delay/cancellation costs or damages from installation delays due to any cause beyond DC Group's reasonable control, nor shall customer cancel or have the right to cancel its purchase order because of delays or default in delivery due to such causes.

Customer may not cancel or terminate its purchase order without prior written notice to DC Group and upon payment of cancellation charges which shall include, among other things, expenses already incurred and commitments made by DC Group. Customer is responsible for return freight charges related to cancellation.

Acceptance: Signing a DC Group quote signifies understanding and acceptance of the above Terms and Conditions. An electronic signature shall be considered the equivalent of a written signature.

This agreement shall be construed in accordance with and governed by the laws of the State of Minnesota. DC Group and customer hereby agree that all disputes arising out of this agreement shall be submitted solely to the State and Federal Courts located in Hennepin County, Minnesota.

Quotation

This quotation is valid for a period 62 days of from the date of this document. All quotations are subject to credit approval. This price quotation for the foregoing work is based on conditions evident to the Field Service Technician at the time of the last inspection and not for conditions subsequent or conditions undisclosed or not apparent.

When a price quotation is for multiple items, it appears as a composite price.

Price Quotation

Quote Number: 0000276726

To: The Results Company LLC

From: DC Group, Inc.

Attn: Attn: Accounts Payable

Site Deployment Team

Jill Wockenfuss

Phone: 1-800-838-7927

Fax: 1-612-435-0601

Bill to / Quote to

Address: 100 NE 3RD Ave Ste 200
Fort Lauderdale, FL 33301-1102

Quote Date: 7/21/2016

Quote Expires: 9/21/2016

Phone:

Site Contact: Sarah Wilson

Address: The Results Company LLC

Site Phone: (903)922-7725

200 Gillespie Road

DC Group ID: RESULTTX02

Palestine, TX 75801

DC Group Job #: 275494

Equipment Quoted:

ID	Manufacturer	System	Model	Serial No	Asset Tag
BATT001S01RESULTTX02	DateSafe	BATTERY	NPX150R		

Materials Needed:

This quote is for the purchase and installation of (36) Sprinter S12V170F or equivalent batteries for the customer's MGE Comet 40KVA UPS unit (s/n: B05-12809). These batteries are being quoted for replacement as they have exceeded their end-of-life age of four (4) years and will no longer be reliable in maintaining the load.

These batteries are to be installed by a DC Group certified UPS technician who is familiar with the operation of the UPS and with UPS battery replacements. Also included in this quote is removal and disposal of the spent batteries in compliance with EPA regulations.

Freight is estimated for quoting purposes only. Estimated here is standard dock-to-dock delivery. Any special delivery requirements, such as expedited shipment, a lift gate, or inside delivery will likely incur additional costs at the customer's expense.

Quote:

<u>Parts Cost:</u>	\$4,268.36
<u>Standard Labor Cost:</u> (Monday to Friday, 8:00 AM to 5:00 PM)	\$1,512.50
<u>Premium Labor Cost:</u> (Monday to Friday, 5:01 PM to 7:59 AM, all day Saturday)	\$2,087.50
<u>Sunday/Holiday Labor Cost:</u> (All day Sunday and Holidays)	\$2,662.50
<u>Estimated Shipping Cost:</u>	\$550.00

Customer Signature Section

Total Quotation Cost:	
Standard:	\$6,330.86
Premium:	\$6,905.86
Sun/Hol:	\$7,480.86

Customer Approval: _____

Date: _____

Customer PO #: _____

This quote is based on standard dock-to-dock delivery unless otherwise noted. Any special delivery requirements such as expedited shipment, a truck with a lift gate or inside delivery may incur additional charges at the customer's expense if they are not included in this quote.

This quote does not include any applicable sales tax unless otherwise noted.

Terms and Conditions: This agreement, together with the terms on the attached sheets made part of this agreement, constitutes the entire agreement between the parties and shall exclusively control the relationship of the parties with regard to this agreement. Printed, preprinted or other terms on the face or reverse side of customer's Purchase Order shall not be binding. Any additional or different terms proposed by customer are only accepted if expressly agreed to in writing by DC Group.

Payment Terms: DC Group reserves the right to separately invoice the charges for the materials upon order and the charges for labor upon job completion.

All payments are due net thirty (30) days in full from date of invoice. If payment is not made when due, DC Group reserves the right to refuse to provide any further service until its receipt of the payment. Customer shall be liable for expenses, including reasonable attorneys' fees, associated with collection proceedings for non-payment.

Insurance: DC Group will, at its own cost and expense, obtain and maintain in full force and effect the following insurance with sound and reputable insurers during the term of this agreement: (1) Worker's Compensation insurance in accordance with the statutory requirements of the state in which the maintenance is to be performed, (2) Automobile Liability insurance on all motor vehicles licensed for highway use, both owned and non-owned, and (3) Comprehensive Liability insurance for bodily injury and property damage

Confidentiality: The parties recognize that certain technical information which may be disclosed by each to the other in connection with the services provided under this agreement represents confidential and valuable and proprietary information, and neither party will, without the written consent of the other, disclose such information to any person other than those of its employees who must have access to such information in order to utilize it for this agreement. All such employees shall be required to maintain such information in confidence.

Subcontracting: DC Group reserves the right to subcontract any portion of service provided for under this agreement without the prior consent of customer.

Indemnity: DC Group shall defend, indemnify and hold harmless customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits brought against the Indemnified Parties, to the extent they result directly from or out of (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of DC Group, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by DC Group, its employees or agents, while DC Group is performing work on site.

Liability: The remedies of the customer set forth in this agreement are exclusive and are its sole remedies for any failure of DC Group to comply with its obligations hereunder. In no event shall either DC Group or customer, or their respective officers, directors, employees or agents be liable to the other for any indirect, incidental, special or consequential damages such as, but not limited to, lost profits, good will or other economic loss in connection with, or arising out of the services or parts provided under this agreement, whether or not the possibility of damage was known to DC Group or customer, or could have been reasonably foreseen by DC Group or customer. The total cumulative liability of DC Group arising from or related to this agreement shall not exceed the price of the product or services on which this quote is based.

Warranty: DC Group shall perform all services in a professional and workmanlike manner. DC Group warrants repairing or replacing defective parts or materials and correcting defective workmanship performed by DC Group under this agreement. DC Group warrants its corrective maintenance and replacement parts to be free from defects in material and workmanship for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, with the exception of battery replacements, in which case the manufacturer's warranty shall cover the batteries. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this warranty, DC Group, at its discretion, will repair or replace the warranted parts or materials at no cost to customer. This warranty shall not apply to any equipment and/or battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by customer (or a third party) not authorized by DC Group in writing.

Battery replacement services: If the customer cannot accept delivery of equipment, customer will arrange for storage. DC Group shall not be liable for any storage costs, damages, delivery delay/cancellation costs or damages from installation delays due to any cause beyond DC Group's reasonable control, nor shall customer cancel or have the right to cancel its purchase order because of delays or default in delivery due to such causes.

Customer may not cancel or terminate its purchase order without prior written notice to DC Group and upon payment of cancellation charges which shall include, among other things, expenses already incurred and commitments made by DC Group. Customer is responsible for return freight charges related to cancellation.

Acceptance: Signing a DC Group quote signifies understanding and acceptance of the above Terms and Conditions. An electronic signature shall be considered the equivalent of a written signature.

This agreement shall be construed in accordance with and governed by the laws of the State of Minnesota. DC Group and customer hereby agree that all disputes arising out of this agreement shall be submitted solely to the State and Federal Courts located in Hennepin County, Minnesota.

Quotation

This quotation is valid for a period 62 days of from the date of this document. All quotations are subject to credit approval. This price quotation for the foregoing work is based on conditions evident to the Field Service Technician at the time of the last inspection and not for conditions subsequent or conditions undisclosed or not apparent.

When a price quotation is for multiple items, it appears as a composite price.

Advantages of Choosing DC Group for battery Installations

	DC Group Technician	Battery Technician
Professionally trained UPS technician	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Free On-line inspection for the UPS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Knowledge of battery manufacturer model number and its compatibility to specific UPS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adjust UPS DC Float voltage to battery specifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Preparedness for unforeseen situations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Battery discharge and Generator Test integrity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Documented procedures for battery replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Use of calibrated Cellcorder/Midtronic testing equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ISO 9000 certification	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cleaning of battery posts prior to install	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Coating antioxidant grease on battery posts prior to install	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Torque battery terminals to battery specifications	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Inspect appearance and cleanliness of batteries	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Inspect appearance and cleanliness of battery room	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Measure and record total battery float voltage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Inspect the jars and covers for cracks and leakage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Measure and record the ambient temperature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify the condition of the ventilation equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify the integrity of the battery rack/cabinet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Measure and record representative cell temperatures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Measure and record internal resistance of all cells	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Check the tightness on the inter-unit connectors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

ITEM 10

September 8, 2016

RE: Staff Recommendation for New Organization Structure

Propose to return to former "Format" providing a greater separation of the Palestine Economic Development Corporation from the City of Palestine.

Positives

- Avoid distractions that may be caused by City/Council unrest (including negative publicity)
- Board will have a larger say in the hiring/firing of Executive Director
- Avoids conflict of interest with the City
- Adds stability
- Quicker response to prospect needs
- Greater PEDC Board Involvement
- Greater internal control
- Allows for greater focus
- Autonomy

Negatives

- Potential for disagreement between City and PEDC (Turf War)

Proposal

By Board Resolution the PEDC Board proposes to the Council that the PEDC no longer function as a Department of the City. The PEDC will contract with the City for the same financial services that are currently being provided plus we will pay the City a fee of \$500 - \$1,000 per month.

What will change?

- Once the PEDC Board approves incentives it does not require City Council approval regardless of figure.
- PEDC Financial Records and Purchase Card Charges will be handled separately by Finance Department from City or internally by PEDC (under which Finance Committee of the Board should be formed)
- No longer required to attend department head meetings
- Attendance to council meeting will continue but not at 100%
- PEDC will have legal representation different from that of the City

What will not change?

- Mayor/Council appoints board.
- Mayor/Council provide final approval of annual budget