

2017 Community Development Grant - Summary of Applications

Organization	Total Project \$	\$ Requested from PEDC	Short Project Description
Palestine Tomorrow	\$250,000	\$20,000	Sculpture Park - Granite panels, sidewalk, signage, landscaping.
All Day Athletic Association	\$40,000	\$20,000	Registration, Insurance, Travel, Uniforms, Equipment.
Texas Youth Advocates	\$351,000	\$37,250	Purchase and renovation of old YMCA for TYA practice, workshops, etc...
Texas State RR Authority	\$128,400	\$50,000	Re-roof and paint the TSRR Palestine Depot.
Cartmell Home for the Aged	\$18,444	\$5,000	Mobile Alzheimers/Memory Care Interactive Unit, Training & Support.
Palestine YMCA Soccer Complex	\$2,045,000	\$25,000	Completion of lighting.
Palestine ISD	\$31,587	\$15,794	Purchase tractor, replace unsafe bridge.
Palestine Youth Athletics (PYAA)	\$8,408	\$4,204	Commercial vent-hood and fire suppression system at concession.

Total Grant Funds Requested \$177,248

2017 Community Grant Funds Available \$50,000

2017 Palestine Community Development Grant Score Sheet

Board Member Name: _____

Date: _____

Evaluation Criteria

Palestine Tomorrow Inc.

	<u>Max</u>	<u>Score</u>
	<u>Points</u>	
Project improves the City's Infrastructure	15	_____
Project has matching funds	15	_____
Project has joint applicants	10	_____
Benefits all of the Community of Palestine	10	_____
Direct Jobs Created (Economic Impact)	10	_____
Education/Training Skills	10	_____
Historical Preservation	10	_____
Enhances Under Utilized Facilities	10	_____
Quality of Life (Cultural/fine arts/entertainment)	10	_____
	<u>100</u>	

Comments:

Evaluation Criteria

All Day Athletic Association

	<u>Max</u>	<u>Score</u>
	<u>Points</u>	
Project improves the City's Infrastructure	15	_____
Project has matching funds	15	_____
Project has joint applicants	10	_____
Benefits all of the Community of Palestine	10	_____
Direct Jobs Created (Economic Impact)	10	_____
Education/Training Skills	10	_____
Historical Preservation	10	_____
Enhances Under Utilized Facilities	10	_____
Quality of Life (Cultural/fine arts/entertainment)	10	_____
	<u>100</u>	

Comments:

Evaluation Criteria

Texas Youth Advocates (TYA)

	<u>Max</u>	<u>Score</u>
	<u>Points</u>	
Project improves the City's Infrastructure	15	_____
Project has matching funds	15	_____
Project has joint applicants	10	_____
Benefits all of the Community of Palestine	10	_____
Direct Jobs Created (Economic Impact)	10	_____
Education/Training Skills	10	_____
Historical Preservation	10	_____
Enhances Under Utilized Facilities	10	_____
Quality of Life (Cultural/fine arts/entertainment)	10	_____
	<u>100</u>	

Comments:

Evaluation Criteria

Texas State Railroad Authority (TSRA)

	<u>Max</u>	<u>Score</u>
	<u>Points</u>	
Project improves the City's Infrastructure	15	_____
Project has matching funds	15	_____
Project has joint applicants	10	_____
Benefits all of the Community of Palestine	10	_____
Direct Jobs Created (Economic Impact)	10	_____
Education/Training Skills	10	_____
Historical Preservation	10	_____
Enhances Under Utilized Facilities	10	_____
Quality of Life (Cultural/fine arts/entertainment)	10	_____
	<u>100</u>	

Comments:

Evaluation Criteria

Cartmell Home for the Aged

	<u>Max</u>	<u>Score</u>
	<u>Points</u>	
Project improves the City's Infrastructure	15	_____
Project has matching funds	15	_____
Project has joint applicants	10	_____
Benefits all of the Community of Palestine	10	_____
Direct Jobs Created (Economic Impact)	10	_____
Education/Training Skills	10	_____
Historical Preservation	10	_____
Enhances Under Utilized Facilities	10	_____
Quality of Life (Cultural/fine arts/entertainment)	10	_____
	<u>100</u>	

Comments:

Evaluation Criteria

Palestine YMCA Soccer Complex

	<u>Max</u>	<u>Score</u>
	<u>Points</u>	
Project improves the City's Infrastructure	15	_____
Project has matching funds	15	_____
Project has joint applicants	10	_____
Benefits all of the Community of Palestine	10	_____
Direct Jobs Created (Economic Impact)	10	_____
Education/Training Skills	10	_____
Historical Preservation	10	_____
Enhances Under Utilized Facilities	10	_____
Quality of Life (Cultural/fine arts/entertainment)	10	_____
	<u>100</u>	

Comments:

Evaluation Criteria

Palestine Independent School District (PISD)

	<u>Max</u>	<u>Score</u>
	<u>Points</u>	
Project improves the City's Infrastructure	15	_____
Project has matching funds	15	_____
Project has joint applicants	10	_____
Benefits all of the Community of Palestine	10	_____
Direct Jobs Created (Economic Impact)	10	_____
Education/Training Skills	10	_____
Historical Preservation	10	_____
Enhances Under Utilized Facilities	10	_____
Quality of Life (Cultural/fine arts/entertainment)	10	_____
	<u>100</u>	

Comments:

Evaluation Criteria

Palestine Youth Athletics Association (PYAA)

	<u>Max</u>	<u>Score</u>
	<u>Points</u>	
Project improves the City's Infrastructure	15	_____
Project has matching funds	15	_____
Project has joint applicants	10	_____
Benefits all of the Community of Palestine	10	_____
Direct Jobs Created (Economic Impact)	10	_____
Education/Training Skills	10	_____
Historical Preservation	10	_____
Enhances Under Utilized Facilities	10	_____
Quality of Life (Cultural/fine arts/entertainment)	10	_____
	<u>100</u>	

Comments:

FRED N. NEELY & ASSOCIATES, LLC
351 CR 340
San Augustine, Texas 75972

April 25, 2017

Tom Manskey
Director
Palestine Economic Development Corporation
100 Willow Creek Parkway, Suite A
Palestine, TX 75801

RE: Easement requested for access to 48.958 acres, more or less, out of the William S. McDonald Survey, A-43, Anderson County, Texas.

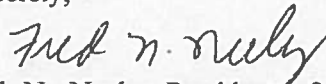
Dear Mr. Manskey:

Fred N. Neely & Associates, LLC is the buyer under a contract for the purchase of the above-described tract of land, which is marked on the enclosed plat as "Cole & Prewitt LLC" (the "Property"). Palestine Economic Development Corporation (the "EDC") owns a tract of land adjacent to the Property.

We are requesting an easement from Willow Creek Parkway over and across the EDC's property. It is our intention to have the easement, if obtained, dedicated as a public roadway once we have acquired the Property.

Please let me know if you need more information regarding this request and what else we need to do to acquire the easement from the EDC. Thank you for your help with this matter.

Sincerely,



Fred N. Neely, President of Fred N. Neely & Associates, LLC

THE
NICHOLS FIRM
PLLC

713.255.3240 - Direct
713.783.2502 - Facsimile

BANK OF AMERICA CENTER
700 Louisiana Street · Suite 4800 · Houston, Texas 77002

CHRISTOPHER L. NICHOLS
chris@nicholsfirm.com

May 16, 2017

Palestine Economic Development Corporation
c/o Tom Manskey, Director
100 Willow Creek Parkway, Suite A
Palestine, Texas 75801

Via E-Mail: eddirector@palestine-tx.org

**Re: Engagement letter for legal services
Our Client No. 4004-2017**

Dear Tom,

The Nichols Firm, PLLC ("Firm") appreciates the opportunity to represent the Palestine Economic Development Corporation (the "Client" or "PEDC") as its general legal counsel for economic development.

This engagement letter will confirm the nature and scope of our engagement, the agreement as to fees, and the roles and responsibilities of the Firm and the PEDC in connection with the Firm's engagement.

I. NATURE AND SCOPE OF ENGAGEMENT

The Palestine Economic Development Corporation is the Client for purposes of this engagement. It is understood that the Firm's representation of the Client does not create an attorney-client relationship with any related persons or entities, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders or partners, unless specifically agreed otherwise in writing. It also is understood that the Firm's representation of the Client under the terms of this engagement letter is limited to providing general legal services as directed by the PEDC Board of Directors and you as their appointed Director.

II. INITIAL RETAINER

The initial retainer customarily required by the Firm is waived for this engagement until such time that the Client fails to make timely payments to the Firm according to this engagement letter.

For future retainers paid to the Firm, the Firm will hold the Client's retainer in its IOLTA Trust Account until such time that reasonable fees are earned or other charges are incurred by the Firm on behalf of the Client. You are hereby notified that all funds deposited in the Firm's IOLTA Trust Account, including your funds, draw interest. That interest is paid by the depository to the Texas Equal Access to Justice Foundation under orders of the Texas Supreme Court. This Firm receives none of the interest earned and receives no benefit from the Foundation except those benefits that all Texas citizens receive as a result of the services rendered by the Foundation.

III. SCHEDULE OF FEES AND PAYMENT TERMS

The Firm will bill according to its Schedule of Fees attached hereto as Attachment "A." The Firm agrees to "lock-in" its rates through December 31, 2018, after which time The Firm's hourly rates for its representation may be adjusted annually effective January 1st of each year.

The Client agrees to pay the reasonable and necessary fees and other charges billed by the Firm in connection with its representation. The Firm's fees for services are based on time expended (at increments of one-tenth of an hour), computed at hourly rates, by those persons performing the services required. However, depending on the course of the proceedings, other lawyers and legal professionals employed or otherwise retained by the Firm may also be asked to assist in the representation of the Client.

In addition to its hourly fees, the Firm also will charge for certain other items. These charges may relate to, but are not limited to, photocopy services, travel costs (e.g., "trip fee"), delivery and messenger services, postage charges, filing and recording fees, and any disbursements the Firm may make to other service providers, such as court reporters, expert witnesses, and investigators. These charges will be billed as set forth in Attachment "A."

The Firm will submit to the Client monthly invoices for the professional services rendered and other charges and expenses incurred on behalf of the Client, and the invoices will identify the attorneys and other professionals who have worked on the Client's behalf during the billing period, the dates on which the work was performed, and the nature of the work performed. The Firm's invoices also will contain a summary of the costs and disbursements that were incurred or expended on behalf of the Client.

Payment is due upon receipt of the Firm's statement and in no event later than 30 days (net 30) thereafter. The Client may, at any time, request details regarding the individuals involved in the representation, their positions at the firm, the hours and work performed, and any other matters relating to the representation.

In the event amounts due are not paid within thirty (30) days of the date of the invoice, the Firm is under no contractual obligation to perform any further legal work on behalf of the Client until the Client's account is paid in full.

IV. CONFLICT CONSIDERATIONS AND AGREEMENT

The Firm understands and agrees that this is not an exclusive engagement, and that the Client is free to retain any other counsel for any aspect of another matter. Nonetheless, the Firm recognizes that it is disqualified from representing any other client with interests materially and directly averse to the Client in any matter (i) which is substantially related to this representation or (ii) where there is a reasonable probability that confidential information the Client furnished to the Firm could be used to the Client's disadvantage. The Client understands and agrees that, with those exceptions, the Firm's

representation of the Client in litigation matters will not prevent or disqualify the Firm from representing other clients whose interest are averse to the Client, or whose interests may conflict with the Client in litigation, business transactions, or other matters.

V. COOPERATION

It is the Firm's responsibility to represent the Client in a manner that is consistent with the customary, professional practices and requirements for handling matters of this sort. In turn, the Firm will need to have the Client's full and timely cooperation. This may include providing the Firm with written materials relating to the matter for which the Client is retaining the Firm.

The Firm necessarily must rely on the accuracy and completeness of the facts and information the Client and its agents provide us. In order for the Firm to render effectively the legal services contemplated, the Client agrees to disclose fully and accurately all facts and keep the Firm informed of all developments relating to the matters involved in this engagement. The Firm will keep the Client advised of all significant developments and will provide any other detailed reporting the Client requests.

To the extent it is necessary for a client representative to attend meetings in connection with this matter, we will attempt to schedule them so that the convenience of the Client or their representative can be served. However, it should be recognized that there are many circumstances in which the timing of events is beyond our control.

VI. NO GUARANTEED OUTCOME

The Client understands that the Firm has made no representations or guarantees concerning the successful outcome of any particular claim or negotiation or the favorable outcome of any particular legal action that may be filed or be required to be filed on behalf of the Client by the Firm. The Firm has not guaranteed that it will obtain reimbursement to the Client of any of its costs or expenses incurred in conjunction with any particular matter, although the Firm will make every effort to do so when appropriate and to the extent allowed by Texas law.

VII. WITHDRAWAL OR TERMINATION

Our relationship is based upon mutual consent and the Client may terminate our representation at any time, with or without cause, by notifying the Firm in writing. The Client's termination of our services will not affect the Client's responsibility for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

The Firm and its attorneys and staff are subject to rules of professional conduct, which list several circumstances that require or allow us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we

will give the client written notice of our withdrawal. If we elect to withdraw for any reason, the Client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal and we will be entitled to be paid for all services rendered and other charges accrued on the Client's behalf to the date of withdrawal.

VIII. RETENTION AND DISPOSITION OF RECORDS PERTAINING TO THE MATTER

We will maintain any documents the Client furnishes to us in conjunction with a matter in our client files in digital format. After our representation of the Client on a particular matter concludes, our current policy is to close our matter file and retain it for seven (7) years following closure. For various reasons, including minimizing storage costs, when the seven-year retention period expires, we may, and we are hereby given the right to, dispose of the matter file (including discarding paper and deleting electronic records pertaining to the matter that were not previously discarded or deleted). We may, however, retain beyond the seven-year retention period (i) our business and administrative records pertaining to the matter, including, for example, matter opening records, financial records, time and expense reports, personnel and staffing records, and records of our communications with the Client (collectively our "business file"), (ii) records that our attorneys may designate for longer retention, (iii) work product of our attorneys, such as contracts, research, briefs, notes or memoranda, that our attorneys may elect to retain for form use purposes, and (iv) certain types of records that our records retention policy provides should be retained longer.

If the Client wants to take possession of the originals or receive copies of any portion of our matter file belonging to it before the retention period expires, the Client must notify us in writing and, provided that we have received payment of our outstanding fees and costs incurred for the matter, we will send the Client the requested portion of our matter file belonging to it at the Client's expense. We may retain, at our expense, a copy of that portion of our matter file that is sent to the Client. Additionally, the Client must notify us in writing if it wants us to retain our matter file for a different retention period.

IX. CONCLUSION OF ENGAGEMENT

Upon completion of our representation of the Client, whether upon completion of the assigned work or due to termination or withdrawal, we will have no further obligation to advise the Client with respect to the matters that were the subject of the representation or with respect to changes in the laws or regulations that could have an impact on the Client's future rights and liabilities relating to such matters.

X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XI. CLIENT'S AUTHORITY TO CONTRACT

The Client represents that it has full authority without encumbrance to execute and enter into this contract for legal services. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. By executing this contract for legal services, the Client represents that it has notified in writing any previously retained legal counsel and terminated their engagement with prior counsel to the extent appropriate.

XII. MERGER

This engagement letter incorporates the Firm's response to the PEDC's Request for Proposals ("Firm's RFP Submission") dated March 13, 2017. However, to the extent the terms and conditions of this engagement letter conflicts with the Firm's RFP Submission, this engagement letter shall control.

XIII. ACCEPTANCE

This engagement letter (i) constitutes the entire agreement between the Client and the Firm regarding this engagement and supersedes all prior understandings, written or oral, relating to its subject matter, (ii) is subject to no oral agreements or understandings, and (ii) can be modified or changed only by a further written agreement signed by the Client and the Firm. No obligation or undertaking not set forth expressly in this letter shall be implied on the part of either the Client or the Firm.

If this letter accurately reflects the Client's understanding of the terms and conditions of the Firm's engagement, please execute the letter in the space provided below and return it to the Firm's offices, to my attention.

Should you have any questions regarding this matter, please do not hesitate to call me. On behalf of The Nichols Firm, PLLC, thank you for the opportunity to be of service to you and the Palestine Economic Development Corporation.

This Agreement shall be effective upon the Client's execution of this Engagement Letter.

Very truly yours,

THE NICHOLS FIRM, PLLC



Christopher L. Nichols, Principal

ACCEPTED AND AGREED:

PALESTINE ECONOMIC DEVELOPMENT CORPORATION

By: _____
(Signature)

Printed Name / Title: Tom Manskey, Director

Dated: _____, 2017

ATTACHMENT "A"

SCHEDULE OF FEES - 2017

	<u>Hourly Rates</u>	
Christopher L. Nichols	\$ 225.00/hr.	Attorney (Principal)
Joshua H. Brockman	\$ 225.00/hr.	Attorney (Of Counsel)
Craig D. Valenta	\$ 175.00/hr.	Attorney (Associate)
Carrie Schwartz-Hill	\$ 110.00/hr.	Senior Paralegal
Other Admin / Law Clerk	\$ 55.00/hr.	

Expenses: All expenses are billed at actual cost.

Mileage (if applicable) is billed at the maximum applicable IRS Rate.

Travel to Palestine, Texas is billed at a flat "trip fee" of \$350.00 rather than billing at the Firm's hourly rates or assessing mileage.