



JOHN C. SARDELICH – Mayor  
 JOHNNY TRAN – Mayor Pro-Tem – Councilmember Place 1  
 JUDY CHAVEZ – Councilmember Place 2  
 MARY CROCKER – Councilmember Place 3  
 GLEN SMITH – Councilmember Place 4  
 ANDY ERDELT – Councilmember Place 5  
 TROY LEWIS – Councilmember Place 6

## **CITY OF PALACIOS CITY COUNCIL MEETING AGENDA**

Notice is hereby given of a Regular Council Meeting of the Palacios City Council to be held May 10, 2016, beginning at 7:00 p.m. in the Council Chambers of City Hall, 311 Henderson Avenue, Palacios, TX, for the purpose of considering the following items:

### **INCOMING & OUTGOING COUNCILMEMBER RECEPTION**

**6:30PM**

**Drinks and snacks**

### **REGULAR COUNCIL MEETING**

#### **CALL TO ORDER**

**INVOCATION** – Mayor Sardelich

**PLEDGE OF ALLEGIANCE** – Councilmember Tran

**PLEDGE TO TEXAS FLAG** – Councilmember Tran

**PLEDGE TO PALACIOS FLAG** – Councilmember Tran

#### **VISITOR / CITIZEN FORUM**

#### **ADMINISTRATIVE REPORTS**

1. Certificate of Recognition for Outstanding Recycling Efforts in 2015.

#### **ITEMS TO BE CONSIDERED**

1. Discuss and consider action to approve the following consent agenda items:
  - a) Minutes of the April 26, 2016 Regular Council Meeting
2. Present the Certificate of Election and administer the Oath of Office for the new Mayor and Councilmember for Place 6.
3. Discuss and accept the Quarterly Investment.
4. Discuss and accept the Quarterly Financials.
5. Discuss and consider action to approve Ordinance 2016-O-4 amending the City of Palacios 2015-2016 budget.
6. Discuss and consider action to approve first reading of Ordinance 2016-O-5 JEC Franchise Agreement.

#### **EXECUTIVE SESSION**

In accordance with Chapter 551, Government Code, (Open Meetings Law) the Council May go into Executive (closed) session in order to:

Consult with its attorney (551.071)  
Discuss Real Estate transaction (551.072)  
Deliberation regarding prospective gifts or donation (551.073)  
Discuss personnel matters (551.074)  
Deliberation regarding security devices (551.076)  
Discuss economic development negotiations (551.087)

**ACTION ON EXECUTIVE SESSION:**

**ADJOURN**

In compliance with the Americans with Disabilities Act, the City of Palacios will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact City Hall, at 361.972.3605.

CERTIFICATION

I certify that a copy of the May 10, 2016 agenda of items to be considered by the City Council was posted on the City Hall bulletin board by 5:00p.m. on May 6, 2016.

**REGULAR COUNCIL MEETING**

**CALL TO ORDER**

**INVOCATION** – Mayor Sardelich

**PLEDGE OF ALLEGIANCE** – Councilmember Tran

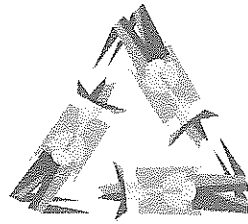
**PLEDGE TO TEXAS FLAG** – Councilmember Tran

**PLEDGE TO PALACIOS FLAG** – Councilmember Tran

**VISITOR / CITIZEN FORUM**

**ADMINISTRATIVE REPORTS**

1. Certificate of Recognition for Outstanding Recycling Efforts in 2015.



**CTRA**

**Cooperative Teamwork and Recycling Assistance**

**Certificate of Recognition  
For Outstanding Recycling Efforts in 2015**

Is hereby granted to

**City of Palacios**

**2015 Recycling Results**

52.55 Total Tons Recycled

**Environmental Savings**

893 Trees

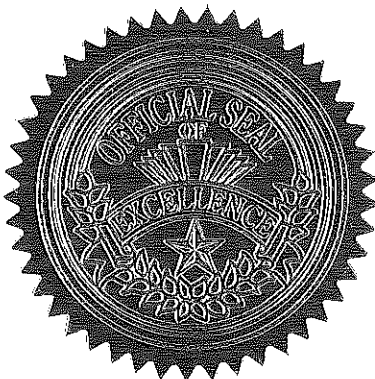
215,455 KWHrs. of Electricity

367,850 Gallons of Water

157 Cubic Yards of Landfill Space

3,153 Lbs. of Air Pollution

\$1,576.50 Estimated Landfill Fees



  
John Kiehl, CTRA Chairman

**ITEMS TO BE CONSIDERED**



JOHN C. SARDELICH – Mayor  
JOHNNY TRAN – Mayor Pro-Tem – Councilmember Place 1  
JUDY CHAVEZ – Councilmember Place 2  
MARY CROCKER – Councilmember Place 3  
GLEN SMITH – Councilmember Place 4  
ANDY ERDELT – Councilmember Place 5  
TROY LEWIS – Councilmember Place 6

**CITY OF PALACIOS  
CITY COUNCIL MEETING MINUTES  
April 26, 2016**

**REGULAR COUNCIL MEETING**

**CALL TO ORDER** – Mayor Sardelich called the Regular Meeting to order at 7:00 p.m.  
City Staff present: David Kocurek, Angela Flores, Chief Miles

**INVOCATION** – Councilmember Tran

**PLEDGE OF ALLEGIANCE** – Councilmember Chavez

**PLEDGE TO TEXAS FLAG** – Councilmember Chavez

**PLEDGE TO PALACIOS FLAG** – Councilmember Chavez

**VISITOR / CITIZEN FORUM** – Chip Woolf encouraged the Council to ask questions about the PEDC Quarterly Report. He said we are at a variance with the state averages. Patricia Loving had two suggestions for the Council. The first was that a bottom line be added about where money is coming from for each department. The second was that the extras that go to Council in the Agenda Packet be put online and made available to the public before the meeting. Troy Lewis spoke about BACODA that gives kids something better to do rather than drugs. He would like to see it started in Palacios.

**ADMINISTRATIVE REPORTS**

1. Pavilion Update- David Kocurek spoke briefly about the Pavilion having concrete poured next week. It has been stalled due to rain.

**ITEMS TO BE CONSIDERED**

1. Discuss and accept PEDC Quarterly Report.- Eva Peterson broke down the report.  
Councilmember Erdelt motioned to accept to PEDC Quarterly Report.  
Councilmember Lewis seconded.  
There was no opposition.  
With no opposition the motion carried.
2. Discuss and consider approving Resolution 2016-R-12 Suspending AEP's requested rate changes.  
Councilmember Smith motioned to approve Resolution 2016-R-12.  
Councilmember Chavez seconded.  
There was no opposition.  
With no opposition the motion carried.
3. Discuss and consider approving a policy for the Police Department for computer and electronic equipment usage and data.  
Councilmember Tran motioned to approve the Police Policy.  
Councilmember Erdelt seconded.  
There was no opposition.  
With no opposition the motion carried.
4. Discuss and consider approving Resolution 2016-R-13 to appoint the Mayor as the Chief Executive Officer and Authorizing Representative to act in all matters in connection with the Hazard Mitigation Grant and commitment of the City to the 25% local matching funds to secure and complete the HMA grant.  
Councilmember Crocker motion to approve Resolution 2016-R-13.  
Councilmember Chavez seconded.  
There was no opposition.  
With no opposition the motion carried.
5. Discuss and consider approving Resolution 2016-R-14 to designate management/consulting and engineering service providers for the Hazard Mitigation Fund Project for application preparation and project implementation.  
Councilmember Crocker motioned to approve Resolution 2016-R-14.



Councilmember Chavez seconded.

There was no opposition.

With no opposition the motion carried.

6. Discuss and consider action to approve the following consent agenda items:

a) Minutes of the April 12, 2016 Regular Council Meeting

Mayor Sardelich motioned to approve the Consent Agenda per requested change of Johnny Tran being absent last meeting.

Councilmember Smith seconded.

There was no opposition.

With no opposition the motion carried.

### **EXECUTIVE SESSION**

In accordance with Chapter 551, Government Code, (Open Meetings Law) the Council May go into Executive (closed) session in order to:

Consult with its attorney (551.071)

Discuss Real Estate transaction (551.072)

Deliberation regarding prospective gifts or donation (551.073)

Discuss personnel matters (551.074)

Deliberation regarding security devices (551.076)

Discuss economic development negotiations (551.087)

### **ACTION ON EXECUTIVE SESSION**

### **ADJOURN**

Councilmember Tran moved to adjourn at 7:52 pm.

Councilmember Lewis seconded.

Opposition: None.

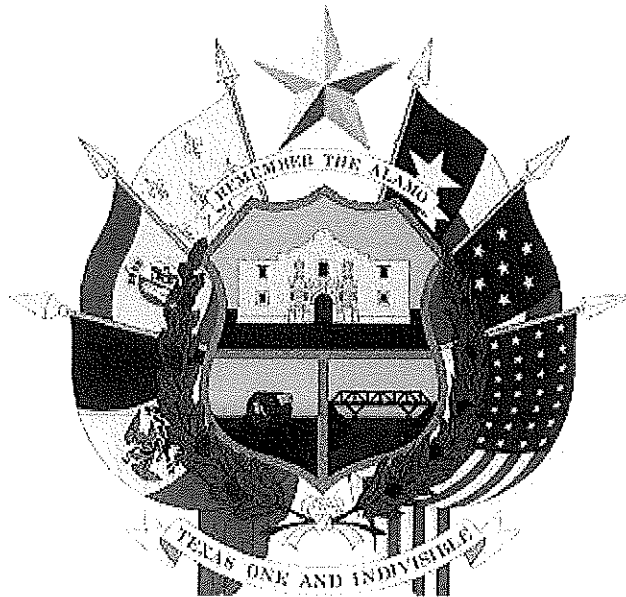
With no opposition, the motion carried.

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John C. Sardelich, Mayor

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Angela Flores, City Secretary



*In the name and by the authority of  
The City of Palacios*

*This is to certify that*

*Johnny Tran*

*was duly elected to the office of*

*Member of the Council Place 1*

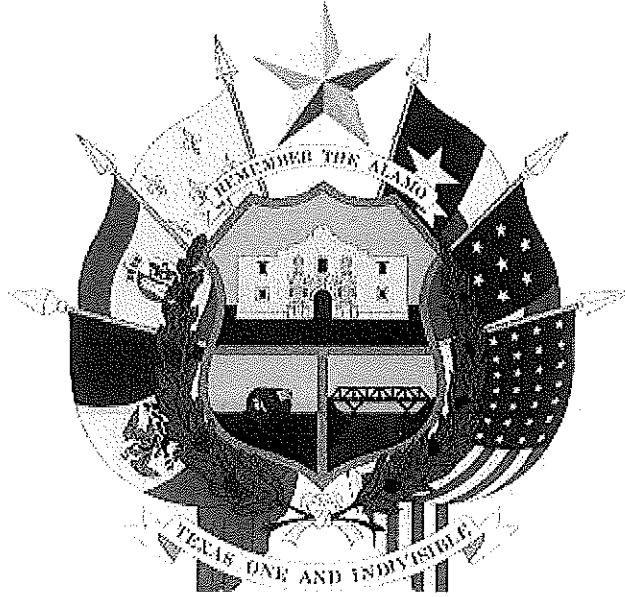
*of The City of Palacios*

*pursuant to Resolution 2016-R-7 issued March 8, 2016  
cancelling the election that was scheduled to be held on May 7, 2016*

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*John C. Sardelich, Mayor*

*In testimony whereof, I have hereunto signed my  
name and caused the Seal of the City of Palacios,  
Texas to be affixed this 12<sup>th</sup> day of May, 2016*



*In the name and by the authority of  
The City of Palacios*

*This is to certify that*

*Judy Chavez*

*was duly elected to the office of*

*Member of the Council Place 2*

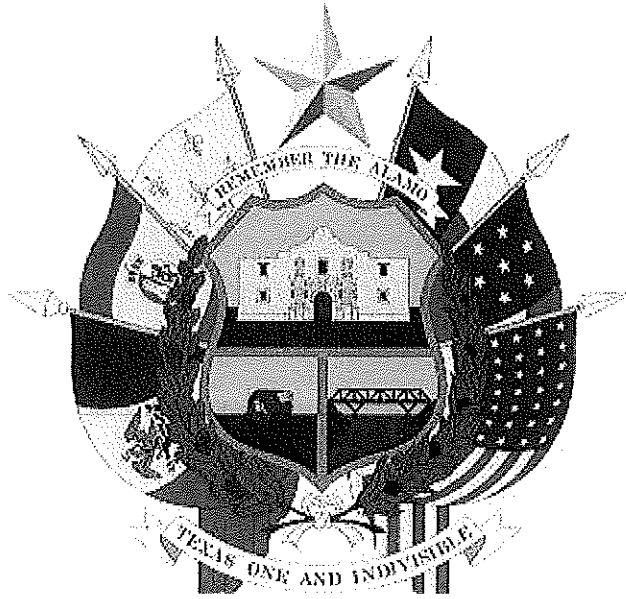
*of The City of Palacios*

*pursuant to Resolution 2016-R-7 issued March 8, 2016  
cancelling the election that was scheduled to be held on May 7, 2016*

---

*John C. Sardelich, Mayor*

*In testimony whereof, I have hereunto signed my  
name and caused the Seal of the City of Palacios,  
Texas to be affixed this 12<sup>th</sup> day of May, 2016*



*In the name and by the authority of  
The City of Palacios*

*This is to certify that*

*Glen Smith*

*was duly elected to the office of*

*Mayor*

*of The City of Palacios*

*pursuant to Resolution 2016-R-7 issued March 8, 2016  
cancelling the election that was scheduled to be held on May 7, 2016*

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*John C. Surdulich, Mayor*

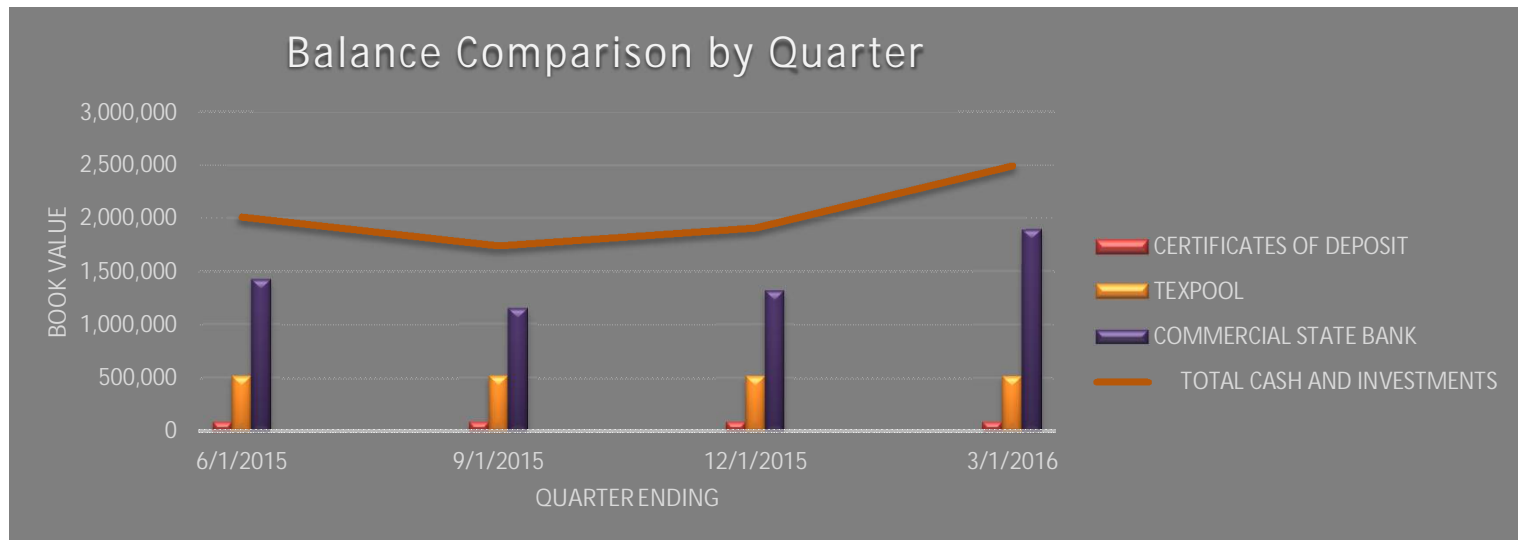
*In testimony whereof, I have hereunto signed my  
name and caused the Seal of the City of Palacios,  
Texas to be affixed this 12<sup>th</sup> day of May, 2016*

3. Discuss and accept the Quarterly Investment.

**CITY OF PALACIOS, TEXAS**  
**Quarterly Investment Report**  
**As of March 31, 2016**

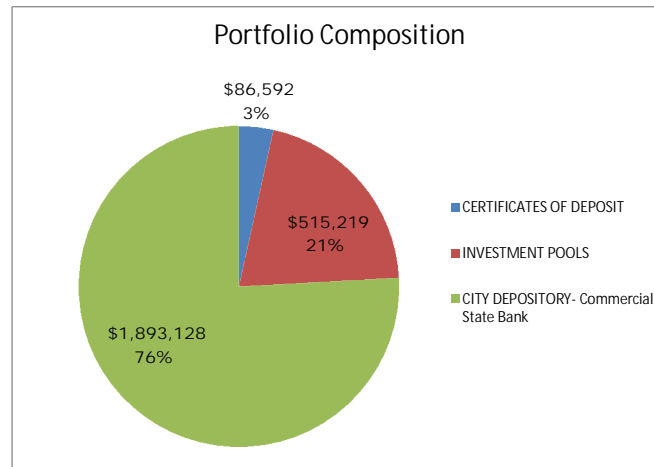
**Balance Comparison by Quarter**

<b>INVESTMENT BALANCES BY TYPE</b>	<b>Book Value 6/30/2015</b>	<b>Book Value 9/30/2015</b>	<b>Book Value 12/31/2015</b>	<b>Book Value 3/31/2016</b>
CERTIFICATES OF DEPOSIT	\$ 86,494	\$ 86,527	\$ 86,560	\$ 86,592
TEXPOOL	\$ 514,571	\$ 514,665	\$ 514,836	\$ 515,219
COMMERCIAL STATE BANK	\$ 1,415,873	\$ 1,143,606	\$ 1,312,419	\$ 1,893,128
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 2,016,938</b>	<b>\$ 1,744,799</b>	<b>\$ 1,913,815</b>	<b>\$ 2,494,939</b>



**CITY OF PALACIOS, TEXAS  
INVESTMENTS OUTSTANDING AS OF MARCH 31, 2016**

Purchase Date	Description	Maturity Date	# Days to Maturity	Cost	Par Value	Coupon Yield	12/31/2015		Quarterly Activity			3/31/2016			Unrealized Gain/Loss
							Book Value	Market Value	Purchases	Maturities	Interest	Book Value	Market Price	Market Value	
<b>CERTIFICATES OF DEPOSIT</b>															
	Commercial State Bank	5/5/2016	365	\$ 86,278	\$ 86,278	0.15%	\$ 86,560	\$ 86,560	\$ -	\$ -	\$ 33	\$ 86,592	\$ -	\$ 86,592	-
							\$ 86,560	\$ 86,560	\$ -	\$ -	\$ 33	\$ 86,592	\$ -	\$ 86,592	
								5%						3%	OF TOTAL
<b>INVESTMENT POOLS</b>															
N/A	Texpool - Pooled	N/A	N/A		461,369	0.30%	\$ 461,026	\$ 461,026		\$ -	\$ 343	\$ 461,369	\$ -	\$ 461,369	
N/A	Texpool - Escrow Acct Beachside Dev	N/A	N/A		53,850	0.30%	53,810	53,810	-	-	40	53,850	-	53,850	
N/A	Texpool - CO 2011	N/A	N/A		-	0.30%	-	-	-	-	-	-	-	-	
							514,836	514,836	-	-	383	515,219	-	515,219	
								27%						21%	OF TOTAL
<b>CITY DEPOSITORY- Commercial State Bank</b>															
N/A	Pooled Cash Savings	N/A	N/A		1,765,978	0.25%	1,228,506	1,228,506	1,975,303	(1,438,858)	1,027	1,765,978	-	1,765,978	
N/A	Pooled Cash	N/A	N/A		120,061	0.00%	76,824	76,824	1,693,707	(1,650,470)	-	120,061	-	120,061	
N/A	Police Dept Drug Seized Funds	N/A	N/A		4,802	0.00%	4,802	4,802	-	-	-	4,802	-	4,802	
N/A	City Escrow Fund	N/A	N/A		787	0.00%	787	787	-	-	-	787	-	787	
N/A	TDHCA Home Program	N/A	N/A		-	0.00%	-	-	-	-	-	-	-	-	
N/A	TCDP	N/A	N/A		-	0.00%	-	-	18,500	(18,500)	-	-	-	-	
N/A	Disaster Recovery Supp Rd 2.2	N/A	N/A		1,500	0.00%	1,500	1,500	-	-	-	1,500	-	1,500	
							1,312,419	1,312,419	3,687,510	(3,107,828)	1,027	1,893,128	-	1,893,128	
								69%						76%	OF TOTAL
<b>TOTAL PORTFOLIO</b>					<b>\$ 2,489,823</b>	<b>0.24%</b>	<b>\$ 1,913,815</b>	<b>\$ 1,913,815</b>	<b>\$ 3,687,510</b>	<b>\$ (3,107,828)</b>	<b>\$ 1,443</b>	<b>\$ 2,494,939</b>	<b>\$ -</b>	<b>\$ 2,494,939</b>	



City of Palacios  
 Financial Statement  
 As of March 31, 2016

General Fund

Percent of Year Complete                      50%

<b>Revenues</b>	Budget	Y-T-D Actual	Percent of Budget
Property taxes	\$ 1,450,300	\$ 1,300,182	90%
Licenses & Permits	30,600	22,033	72%
Other Local Taxes	605,100	333,612	55%
Fines & Court Costs	75,000	45,157	60%
Miscellaneous	6,000	5,125	85%
Fund to Fund Transfers	150,600	75,300	50%
Leases & Contributions	101,000	88,260	87%
Recycling Revenues	8,900	4,085	46%
Park Reservation Fees	3,000	1,475	49%
Community Improv / Weedlots	500	22,280	4456%
<b>Total Revenues</b>	<b>\$ 2,431,000</b>	<b>\$ 1,897,508</b>	<b>78%</b>

<b>Expenditures</b>			
Council	\$ 28,550	\$ 12,131	42%
Elections	2,300	-	0%
Administration	544,080	233,093	43%
Legal	8,000	338	4%
Corporation Court	93,160	44,635	48%
Library	30,000	7,500	25%
Police Department	1,103,580	519,563	47%
Fire Department	35,300	29,499	84%
Recycle	15,270	7,710	50%
Swimming Pool	22,000	23,406	106%
Parks	138,480	56,884	41%
Streets	176,880	53,325	30%
Animal Control	7,400	1,930	26%
Special Items	226,000	151,668	67%
<b>Total Expenditures</b>	<b>\$ 2,431,000</b>	<b>\$ 1,141,682</b>	<b>47%</b>

<b>Revenue Over/ (Under)</b>			
<b>Expenditures</b>	\$ -	\$ 755,826	

<b>Beginning Fund Balance</b>	\$ 802,754
<b>Ending Fund Balance</b>	\$ 1,558,580

4. Discuss and accept the Quarterly Financials.

City of Palacios  
Financial Statement  
As of March 31, 2016

Water Fund

Percent of Year Complete 50%

<b>Revenues</b>	Budget	Y-T-D Actual	Percent of Budget
Water & Sewer	\$ 1,562,000	\$ 762,451	49%
Service & Penalty Charges	\$ 47,500	\$ 22,627	48%
Garbage	40,000	22,542	56%
Miscellaneous	15,500	13,949	90%
<b>Total Revenues</b>	<b>\$ 1,665,000</b>	<b>\$ 821,569</b>	<b>49%</b>
<b>Expenditures</b>			
Water Department	\$ 588,200	\$ 314,042	53%
Sewer	296,900	139,564	47%
Special Services	779,900	312,203	40%
<b>Total Expenditures</b>	<b>\$ 1,665,000</b>	<b>\$ 765,809</b>	<b>46%</b>
<b>Revenue Over/ (Under) Expenditures</b>	<b>\$ -</b>	<b>\$ 55,760</b>	
<b>Beginning Fund Balance</b>		<b>\$ 483,563</b>	
<b>Ending Fund Balance</b>		<b>\$ 539,323</b>	



City of Palacios  
 Financial Statement  
 As of March 31, 2016

Hotel/Motel Tax Fund

Percent of Year Complete 50%

	Budget	Y-T-D Actual	Percent of Budget
<b>Revenues</b>	\$ 21,600	\$ 13,909	64%
<b>Expenditures</b>	\$ 21,500	\$ 14,000	65%
<b>Revenue Over/ (Under) Expenditures</b>	\$ 100	\$ (91)	
<b>Beginning Fund Balance</b>		\$ 55,284	
<b>Ending Fund Balance</b>		\$ 55,193	

City of Palacios  
Financial Statement  
As of March 31, 2016

Airport Fund

Percent of Year Complete 50%

<b>Revenues</b>	Budget	Y-T-D Actual	Percent of Budget
Fuel Sales	\$ 20,000	\$ 6,983	35%
Hangar Rent & Tiedowns	5,000	3,025	61%
PISD School Barn Lease	150	-	0%
Golf Assoc Lease	100	-	0%
Fixed Based Operator	-	-	0%
T Hangar Lease	6,000	3,000	50%
Farming Lease	1,900	1,800	95%
Grazing Lease	21,900	21,938	100%
Interest Income	-	6	
Misc Receipts	25	-	0%
TxDot Reimbursement	5,000	\$ 2,551	51%
<b>Total Revenues</b>	<b>\$ 60,075</b>	<b>\$ 39,302</b>	<b>65%</b>

**Ependitures**

Airport	\$ 42,200	\$ 12,612	30%
Special Items	14,300	18,165	127%
<b>Total Expenditures</b>	<b>\$ 56,500</b>	<b>\$ 30,777</b>	<b>54%</b>

**Revenue Over/ (Under)**

**Expenditures** \$ 3,575 \$ 8,525

**Beginning Operating Balance** \$ (11,902)

**Ending Operating Balance** \$ (3,377)

**Beginning Fund Balance Including Fuel Inventory** \$ 3,874

**Ending Fund Balance Including Fuel Inventory** \$ 12,399

City of Palacios  
 Financial Statement  
 As of March 31, 2016

Equipment Fund

Percent of Year Complete 50%

	Budget	Y-T-D Actual	Percent of Budget
<b>Revenues</b>	\$ 207,000	\$ 103,527	50%
<b>Expenditures</b>	\$ 207,000	\$ 77,615	37%
<b>Revenue Over/ (Under) Expenditures</b>	\$ -	\$ 25,912	
<b>Beginning Fund Balance</b>		\$ (2,469)	
<b>Ending Fund Balance</b>		\$ 23,444	

City of Palacios  
 Financial Statement  
 As of March 31, 2016

Economic Development Fund

Percent of Year Complete 50%

	Budget	Y-T-D Actual	Percent of Budget
<b>Revenues</b>	\$ 169,300	\$ 93,972	56%
<b>Expenditures</b>	\$ 169,300	\$ 86,827	51%
<b>Revenue Over/ (Under) Expenditures</b>	\$ -	\$ 7,145	
<b>Beginning Fund Balance</b>		\$ 408,764	
<b>Ending Fund Balance</b>		\$ 415,909	

5. Discuss and consider action to approve Ordinance 2016-O-4 amending the City of Palacios 2015-2016 budget.

**ORDINANCE NO 2016-O-4**

AN ORDINANCE OF THE CITY OF PALACIOS, TEXAS REVISING BUDGETED LINE ITEMS WHICH SHALL SUPERSEDE ALL PREVIOUSLY ADOPTED ORDINANCES AND AMENDMENTS

\*\*\*\*\*

WHEREAS, the City Council has determined that there is a need to adjust certain line items in the 2015-2016 budget due to changed circumstances; and

WHEREAS, the budget requires amendment to reallocate funds due to unforeseen changes in expenditures; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALACIOS TEXAS,

SECTION 1. That the appropriation for the fiscal year beginning October 1, 2015, and ending September 30, 2016, of the different departments and purposes of the City of Palacios is amended to read as follows as to the listed line items:

		Dr.	Cr.
<b>GENERAL FUND</b>			
<b>Administration</b>			
Audit Services	01-12-05305	250.00	
Travel & Training	01-12-05310		1,500.00
Subscriptions & Dues	01-12-05315	500.00	
Office Equipment	01-12-05500	750.00	
<b>Police Dept.</b>			
Clothing	01-20-05080		200.00
Investigative Expense	01-20-05215	1,500.00	
Workers Comp	01-20-05744	200.00	
Reimbursement SANE	01-04311		1,500.00
<b>Fire Department</b>			
Supplies	1-30-05050		2,000.00
Clothing	01-30-05080	8,420.00	
Maint. Of Building	01-30-05160		1,000.00
Contractual Services	01-30-05300	8,200.00	
<b>Recycle Center</b>			
Supplies	01-35-05050		100.00
Office Supplies	01-35-05060	50.00	
Maint Building	01-35-05160	110.00	
Contractual Services	01-35-05300	80.00	
Tire Disposal	01-35-05304	260.00	
Travel, Training	01-35-05310		400.00
<b>Swimming Pool</b>			
Repairs & Maintenance	01-40-05206	1,406.00	
<b>Parks</b>			
Maint Building & Facilities	01-42-05160	2,500.00	
Electricity	01-42-05260		2,000.00
Worker's Compensation	01-42-05744		500.00
<b>Streets</b>			
Reconstruction material	01-43-05180	5,000.00	
Travel & Training	01-43-05310	100.00	
Sale-Labor & Material	01-04120		1,500.00
<b>Special Items</b>			
Prop, GL, & Wind			
Insurance	01-70-05750	5,100.00	
Boys & Girls Club Grant	01-70-05830	44,190.00	

Taxes Delinquent	01-04021	15,326.00	
Insurance Reimbursement	01-04730	5,400.00	
Boys & Girls Club Grant	01-04830	47,190.00	
		<b><u>78,616.00</u></b>	<b><u>78,616.00</u></b>

**WATER FUND**

**Water Department**

Office Supplies	02-22-05060	1,500.00	
Inspection & Permit Fees	02-22-05240	15.00	
Audit Fees	02-22-05305	250.00	
Travel & Training	02-22-05310	2,000.00	

**Sewer Department**

Salaries & Wages	02-23-05000		7,600.00
Stationary Equip Maint	02-23-05120	13,000.00	
Worker's Compensation	02-23-05744	50.00	

**Special Items**

Prop, GL, Wind Insurance	02-25-05750	1,800.00	
Sale - Labor & Material	02-04120		4,515.00
Sewer Taps	02-04520		6,500.00
		<b><u>18,615.00</u></b>	<b><u>18,615.00</u></b>

**AIRPORT FUND**

Aviation Fuel & Oil	04-41-05100		4,570.00
Maint - Mach-Tools -Impl	04-41-05120	700.00	
Prop, GL, Wind Insurance	04-44-05750	3,870.00	
		<b><u>4,570.00</u></b>	<b><u>4,570.00</u></b>

**EQUIPMENT FUND**

Heavy Equip Parts & Supplies	05-51-05035	1,000.00	
Fuel & Oil	05-51-05040		4,500.00
Supplies	05-51-05050	300.00	
Heavy Equip Repair & Maint	05-51-05125	4,200.00	
		<b><u>4,500.00</u></b>	<b><u>4,500.00</u></b>

SECTION 2. That the budget amendments above be made in accordance with the Budget of the City Manager as revised by the City Council, and in accordance with the provisions in the State of Texas and adopted by the City Council, which Budget is made a part of this ordinance by reference thereto and shall be considered in connection with the expenditure of the above appropriations.

SECTION 3. If any provisions, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances and to this end all provisions of this ordinance are declared to be severable.

SECTION 4. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 5. That this Ordinance shall take effect and be in full force and effect from and after that date of its passage and publication as required by the laws of the State of Texas.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Palacios, Texas upon one reading this 10<sup>th</sup> day of May, 2016.

CITY OF PALACIOS, TEXAS

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JOHN SARDELICH, Mayor

ATTEST:

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ANGELA FLORES, City Secretary

APPROVED AS TO FORM:

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RANDALL B. STRONG, City Attorney

**ORDINANCE NO. 2016-O-5**

AN ORDINANCE GRANTING THE RIGHT, PRIVILEGE AND FRANCHISE TO JACKSON ELECTRIC COOPERATIVE, INC., AND ITS SUCCESSORS AND ASSIGNS, TO USE THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF PALACIOS, TEXAS FOR THE DISTRIBUTION OF ELECTRIC POWER; PROVIDING FOR PERIOD OF GRANT; FOR METHOD OF ACCEPTANCE; FOR CONSIDERATION; FOR CONSTRUCTION AND RELOCATION OF SYSTEM FACILITIES; FOR ASSIGNMENT; FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, Texas Utilities Code § 41.005 provides that “An electric cooperative shall be an electric utility for purposes of Section 182.025, Tax Code, and Section 33.008.”

WHEREAS, Texas Utilities Code § 33.008(a) provides that, "a municipality may impose on an electric utility, transmission and distribution utility . . . or electric cooperative that provides distribution service within the municipality a reasonable charge as specified in Subsection (b) for the use of a municipal street, alley, or public way to deliver electricity to a retail customer."; and

WHEREAS, Jackson Electric Cooperative, Inc. is a an “electric cooperative” as that term is defined in the Texas Utilities Code and wishes to use the City of Palacios streets, alleys, and public ways to deliver electricity to retail customers; and

WHEREAS, the City of Palacios wishes to grant Jackson Electric Cooperative, Inc. the right to use its streets, alleys, and public ways to deliver electricity to retail customers for a reasonable charge; and

WHEREAS, the City of Palacios finds that the charge provided in this Franchise Agreement is reasonable and comparable to fees charged to other providers; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALACIOS, TEXAS:

SECTION 1: GRANT OF FRANCHISE.

That the CITY of PALACIOS, Texas (hereinafter referred to as “CITY”), subject to the terms, conditions and provisions of this ordinance, does hereby grant to JACKSON ELECTRIC COOPERATIVE, INC. (hereinafter referred to as the "COMPANY"), its successors and assigns, the non-exclusive right, privilege and franchise to use the Public Rights-of-Way of the CITY as provided herein for the distribution of electric power. This Franchise grants no other rights or privileges to use the Public Rights-of-Way in the CITY except to distribute power in the CITY limits of the CITY and no other use of the Public Rights-of-Way by the COMPANY is granted or implied.

SECTION 2: DEFINITIONS.

"COMPANY" shall mean JACKSON ELECTRIC COOPERATIVE, INC., a Texas cooperative corporation, existing under and by virtue of the laws of the State of Texas, and authorized to transact and transacting business in the State of Texas, together with its legal representatives, successors, lessees and assigns, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.

"FRANCHISE" shall mean this Ordinance and all rights and obligations established herein or as amended.

"ORDINANCE" shall mean this Ordinance No. O-2016-\_\_\_.

"PUBLIC RIGHTS-OF-WAY" shall mean streets, avenues, easements (other than private easements obtained by the COMPANY), rights-of-ways, alleys and highways of the CITY and beneath the surface thereof as they may now or hereafter may exist and as defined herein, but



such does not include bridges or other CITY infrastructure such as water, sewer, electric, telecommunication and facilities and any conduit system owned, operated or controlled by CITY in

or on the Public Rights-of-Way.

"SYSTEM" shall mean all poles, pole lines, towers, distribution lines, wires, guys, cables, conduits and other desirable instrumentalities and appurtenances necessary for the operation of the COMPANY'S distribution business.

"CITY" shall mean the CITY of PALACIOS, Texas, as constituted on the effective date of this Ordinance or as may hereinafter be constituted.

### SECTION 3. TERM OF FRANCHISE.

That upon the filing with the CITY by the COMPANY of the acceptance required hereunder, this Franchise shall be in full force and effect beginning March 1, 2016 for a term ending December 31, 2026.

### SECTION 4. ACCEPTANCE OF FRANCHISE.

The COMPANY shall have ten (10) days from and after the passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary in the form of Exhibit "A" attached hereto.

### SECTION 5. FRANCHISE FEE.

5.1 In consideration for (i) the rights and privileges herein granted, (ii) the administration of this Franchise by the CITY, (iii) the temporary interference with the use of Public Rights-of-Way, (iv) rental for the use of the Public Rights-of-Way to distribute electric power and (v) for other costs and obligations undertaken by the CITY herein, the COMPANY agrees to pay to the CITY:

(a) before the Company implements customer choice, a franchise fee equal to \$0.0032 per kWh for each kilowatt hour of electricity delivered to retail customers within the CITY; and

(b) after the COMPANY implements customer choice, a franchise fee equal to the greater of \$0.0032 per kWh for each kilowatt hour of electricity delivered to retail customers within the CITY, or the maximum amount allowed by Section 33.008 of the Utilities Code, its successor law, if any, and as allowed by any other applicable law.

5.2 Such franchise fee payments described in section 5.1 begin accruing March 1, 2016 and shall be calculated and paid to the CITY quarterly on or before the 15<sup>th</sup> day of January, April, July and October, of each year of this Franchise. Nonetheless, no payments are due before thirty (30) days from COMPANY's acceptance of this Franchise, but will be calculated as beginning March 1, 2016. Late payments shall accrue interest at six percent (6.00%) per annum.

### SECTION 6. AUDIT OF COMPANY'S RECORDS AND REPORTS.

6.1 Books of Account. The COMPANY shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. To the extent practicable, all such books of accounts and records shall be made available at the COMPANY'S local office or within sixty miles of the City.

6.2 Access by CITY. The CITY's representative shall have access to all books of accounts and records of the COMPANY to the extent said books of accounts and records relate to and will assist the CITY in ascertaining the correctness of any and all payments or reports to the CITY. As to compliance with the construction standards, the CITY's representative shall have access to the COMPANY'S records relating to use of the Public Rights-of-Way by its System within the CITY, and may examine its representatives with respect thereto. Access shall be given by COMPANY to the CITY's representative at any time during regular business hours on ten (10) business days' prior written notice.

6.3 Annual Report by COMPANY. The COMPANY shall file an annual report with CITY evidencing the kilowatt hours delivered within the CITY to retail customers for the period beginning January 1 and ending December 31 of each calendar year this Agreement is in place on or before March 1<sup>st</sup> of each year.

6.4 Audits. The CITY's representative may inspect COMPANY'S books of accounts relative to the CITY at any time during regular business hours on ten (10) business days' prior written notice and may audit the books from time to time. All records reasonably necessary for such audit shall be made available by COMPANY at the COMPANY'S local office or within sixty miles from the City. COMPANY agrees to give its full cooperation in any audit and shall provide complete responses to inquiries within thirty (30) days of a written request. If the results of any audit indicate that COMPANY (i) paid the correct Franchise Fee, (ii) overpaid the Franchise Fee and is entitled to a refund or credit, or (iii) underpaid the franchise fee by three percent (3.00%) or less, then the CITY shall pay the costs of the audit. If the results of the audit indicate the COMPANY underpaid the Franchise Fee by more than three percent (3.00%), then COMPANY shall pay the reasonable costs of the audit. CITY agrees that any audit shall be performed in good faith, and shall not be requested more frequently than once every two years except an audit may be requested upon annexation of new areas in the City. If the results of the audit indicate that COMPANY underpaid the Franchise Fee by more than three percent (3.00%), and in CITY's reasonable judgment, which shall be exercised in good faith, determines that COMPANY is unable to produce contrary evidence to satisfactorily demonstrate to CITY that the results of the audit are not accurate, then COMPANY shall pay interest on the total amount of underpayment at an annualized interest rate of 8%, and interest shall be calculated from the time the original amount is due. Any additional amount due to CITY hereunder shall be paid within thirty (30) days from the date of invoice. Any amount not paid within thirty (30) days from the date of the invoice will cause interest to be payable at an annualized interest rate of 12% on the entire amount from the date of invoice. Notwithstanding the above, if COMPANY'S auditor disagrees with the CITY's determination that the additional amount due exceeds three percent (3.00%), the CITY's auditor and the COMPANY'S auditor shall choose a neutral auditor who shall make a determination which is final and binding on both parties as to whether the three percent (3.00%) amount was exceeded.

6.5 Confidentiality. The CITY agrees to hold in strict confidence any non-public information or information marked proprietary or confidential that it learns from the COMPANY to the extent permitted by law. CITY shall not be liable to the COMPANY for the release of any information obtained as a result of an audit where the CITY is required to release that information by law or court order.

## SECTION 7: ANNEXATIONS BY THE CITY.

This Franchise shall extend to and include any and all territory which is annexed by the CITY during the term of this Franchise. Within sixty (60) days from the effective date of any such annexation, the COMPANY shall assure that any and all customers located within such annexed territory be included and shown on its accounting system as being within the CITY. After such sixty (60) day period, all customers accounts located within such annexed territory shall be subject to the payment provisions specified in Section 5 of this Franchise.

## SECTION 8. CONSTRUCTION.

8.1 Compliance with CITY Ordinances. The COMPANY shall be bound by all current and future CITY ordinances that govern the placement, location and construction of facilities in the CITY; and CITY ordinances that assist in the management of facilities placed in, on or over the Public Rights-of-Way to the extent such are necessary to protect the public health, safety, or welfare, and are adopted pursuant to the CITY'S police powers.

8.2 Relocation of Facilities. In the event relocation is required by CITY of any of the COMPANY'S electric utility wire, cable, or other facility within Public Rights-of-Way for any CITY construction project as determined by the City's representative such relocation shall be completed at the COMPANY's sole cost within 120 days, except in circumstances that require additional time as reasonably determined by the CITY based upon information provided by the COMPANY. In the event relocation is not completed in the time allowed due to action or inaction by the COMPANY, the COMPANY shall defend the CITY against construction delay

claims that may be asserted against the CITY due to any delay arising from COMPANY's failure to timely relocate the facilities and pay or reimburse the CITY for amounts reasonably paid pursuant to such claims.

8.3 CITY Inspection. The CITY retains the right to make reasonable visual, non-invasive inspections of the System and on request of the CITY's representative from time to time, to require the COMPANY to provide available records or data to demonstrate its current compliance with the terms of this Franchise. Said inspections shall be made during the COMPANY'S normal business hours and shall not cause the COMPANY'S employees to work any hours that will cause the COMPANY to pay overtime wages or salaries to employees necessary to fulfill the CITY's right to said inspection.

8.4 Temporary Removal of Wires. COMPANY on the reasonable request of any person shall remove or raise or lower its wires within the CITY temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the benefitted party or parties, and COMPANY may require such payment in advance. COMPANY shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary wire changes. The clearance of wires above ground or rails within the CITY and also underground work shall conform to the basic standards of the National Electrical Safety Code, National Bureau of Standards, United States Department of Commerce, as promulgated at the time of erection thereof.

8.5 Tree Trimming. The right, license, privilege and permission is hereby granted to COMPANY, its successors and assigns, to trim trees upon and overhanging the streets, alleys, sidewalks and public places of the CITY, as needed and at the COMPANY'S discretion so as to prevent the branches of such trees from coming in contact with the wires or cables of COMPANY, and when so ordered by the CITY, said trimming shall be done under the supervision and direction of the City official to whom said duties have been or may be delegated.

## SECTION 9. INDEMNITY.

9.1 COMPANY shall indemnify and save harmless CITY and its officers, agents, and employees (i) from and against all damages, costs, losses or expenses for the repair, replacement, or restoration of CITY's property, equipment materials, structures, and facilities which are damaged, destroyed, or found to be defective as a result of COMPANY's acts or omissions, and (ii) from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent acts of COMPANY or its agents or employees, in the execution or performance of this Franchise. COMPANY further agrees to defend, at its own expense, and on behalf of CITY, any claim or litigation brought in connection with any such injury, death or damage. COMPANY shall have the right to control the defense and settlement of any such claim. This indemnity provision shall not apply to any liability resulting from the negligence of CITY, its officers, employees, agents, contractors, or subcontractors, as provided in subsection 9.3 below.

9.2 Upon commencement of any actions, losses, damages, claims, or liability, proceeding at law or in equity against the CITY relating to or covering any matter covered by this indemnity, to indemnify and hold the CITY harmless, or to pay said final judgment and costs, as the case may be, the CITY shall give the COMPANY reasonable notice of such actions, losses, damages, claims, or liability. The COMPANY shall promptly provide a defense to any such actions, losses, damages, claims, or liability, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any final judgment or judgments that may be rendered against the CITY by reason of such damage suit. Upon failure of the COMPANY to comply with the provisions of this Ordinance, after reasonable notice to the COMPANY, CITY shall have the right to defend the same and in addition to being reimbursed for any such judgment that may be rendered against CITY, together with all court costs incurred therein, the COMPANY shall promptly reimburse CITY for attorney's fees, including those employed by CITY in such case or cases, as well as all expenses incurred by CITY by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully

**adjudicated against CITY.**

**9.3 The indemnity provided for in this section shall not apply to any liability determined by a court of competent jurisdiction to have resulted from the negligence or intentional acts or omissions of the CITY, its officers, agents and employees. In the event of joint and concurrent negligence or fault of both the COMPANY and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the COMPANY and the CITY, responsibility for all costs of defense shall be apportioned between the CITY and COMPANY based upon the comparative fault of each.**

**9.4 The provisions of this indemnity are solely for the benefit of CITY and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

#### **SECTION 10. TRANSFERS AND ASSIGNMENT.**

10.1 No transfer of this Franchise shall be effective unless it is in writing, in duplicate, signed by the transferor and by the transferee filed with the City Secretary, the transferee pays a franchise transfer fee of Five Hundred Dollars (\$500.00) to the CITY and it is approved by the City Council. Such approval shall not be unreasonably withheld. The fees for subsequent years shall be payable by the transferee under the same conditions as they had been for the transferor. Approval by the City Council of such transfer will extinguish COMPANY's rights and obligations pursuant to this Franchise and delegate them to the transferee.

10.2 No assignment in law or otherwise shall be effective until the assignee has filed with the CITY an instrument, duly executed, reciting the fact of such assignment, accepting the terms of this Franchise, and agreeing to comply with all of the provisions of this Franchise substantially in the form of Exhibit "A". A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment for the purposes of this section.

#### **SECTION 11. FORFEITURE AND TERMINATION.**

11.1 In addition to all other rights and powers retained by the CITY under this Franchise or otherwise, the CITY reserves the right to forfeit and terminate this Franchise and all of the COMPANY'S rights and privileges hereunder in the event of a material breach of terms and conditions hereof, subject to reasonable notice and opportunity to cure as provided in Section 11.2 below.

11.2 If the COMPANY is in violation of this Franchise and such violation is of a curable nature, the CITY's representative shall notify the COMPANY in writing, setting forth the nature of such violation. Within twenty-one (21) days of receipt of such notice, the COMPANY shall (i) respond in writing that the violation has been cured, (ii) provide a written cure plan, subject to review and approval by the CITY's representative, or (iii) provide a written explanation with documentation to support that the alleged violation did not occur.

11.3 Notwithstanding Section 11.2, the COMPANY shall be allowed thirty (30) days after the CITY's delivery of the written notice described in Section 11.2 to cure a curable violation. If the nature of such violation is such that it cannot be fully cured within thirty (30) days due to circumstances not under the COMPANY'S control, the period of time in which the COMPANY must cure the violation may be extended by the CITY's representative in writing for such additional time reasonably necessary to complete the cure, provided that (i) the COMPANY has begun promptly to cure, and (ii) the COMPANY is diligently pursuing its efforts to cure in the CITY's representative's reasonable judgment.

11.4 At the COMPANY'S request, the CITY shall afford the COMPANY an opportunity to show that a violation has not occurred, through a hearing before the City Council. Such hearing shall take place on or before the next City Council meeting scheduled within thirty (30) days after the CITY's receipt of the COMPANY request. If the City Council determines that a violation has occurred, the COMPANY shall pay all of the CITY's reasonable expenses

associated with the hearing. After the conclusion of the hearing either party may seek any and all remedies to which it may be entitled at law or in equity.

11.5 Material breaches of this Franchise specifically include, but are not limited to, failing to comply with the requirements set forth in Sections 5, 6, 8 and 9.

11.6 The preceding conditions provided in subsection 11.5 shall not constitute a material breach if the violation occurs without the fault of the COMPANY or occurs as a result of circumstances beyond its control. The COMPANY shall not be excused from performance of any of its obligations under this Franchise by mere economic hardship, nor misfeasance or malfeasance of its directors, managers, officers or employees.

11.7 A termination shall be declared only by a written decision of the City Council after a public hearing before the City Council, which shall afford the COMPANY full opportunity to be heard and to respond to any notice of grounds of termination. The foregoing sentence, however, shall not be construed as requiring any additional hearing after the COMPANY has had such proceeding pursuant to Section 11.4 and after the COMPANY'S failure to timely cure any default within a time period which may have been granted by the City Council at the hearing held pursuant to Section 11.4 above. All of the CITY's notice requirements shall be met by providing written notice to the COMPANY at least thirty (30) days before a public hearing concerning the proposed termination of this Franchise. Such notice shall specifically state the CITY's alleged grounds for termination.

11.8 The City Council, after public hearing, and upon finding the existence of grounds to terminate, may either declare this Franchise terminated, excuse the breach upon a showing by the COMPANY of mitigating circumstances or good cause for the existence of such grounds, or grant additional time for the COMPANY to cure its default.

11.9 Neither the COMPANY'S acceptance of this Franchise, the COMPANY'S appearance before the City Council at any public hearing concerning proposed termination of this Franchise nor any action taken by the City Council as a result of such public hearing, including a declaration of termination or a finding of grounds to terminate, shall be construed to waive or otherwise affect the COMPANY'S right to seek judicial determination of the rights and responsibilities of the parties under this Franchise.

#### SECTION 12: FORECLOSURE, RECEIVERSHIP, AND BANKRUPTCY.

The COMPANY shall notify the CITY within thirty (30) days after the appointment of a receiver or trustee to take over and conduct the business of the COMPANY, whether in receivership, reorganization, bankruptcy, or other action or proceeding, whether voluntary or involuntary, such notice to include where applicable the cause number and court involved.

#### SECTION 13: ENFORCEMENT

The City Attorney or his/her designee shall have the right to enforce all legal rights and obligations under this Ordinance without further authorization. The COMPANY shall provide to the City Attorney or his/her designee documents and records reasonably necessary to determine the COMPANY'S compliance with this Franchise, with the exception of those documents that are privileged or confidential by federal or state law or regulation or any documents that would be privileged under the Texas Rules of Civil Procedure.

#### SECTION 14: NONEXCLUSIVE FRANCHISE.

Nothing contained in this Franchise shall be construed as conferring upon the COMPANY any exclusive rights or privileges of any nature whatsoever.

#### SECTION 15: ENTIRE AGREEMENT.

This Franchise contains all of the agreements of the parties with respect to any matter covered or mentioned in this Franchise and no prior or contemporaneous agreements or understandings pertaining to any such matters shall be effective for any purpose.

SECTION 16: SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Franchise is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 17: NON-WAIVER.

Failure of the CITY to declare, or delay in taking any action in connection with, any breach or default immediately upon the occurrence thereof shall not waive such breach or default, but the CITY shall have the right to declare any such breach or default at any time. Failure of the CITY to declare one breach or default does not act as a waiver of the CITY's rights to declare another breach or default.

SECTION 18: GOVERNING LAW; VENUE.

This Ordinance shall be governed by and construed in accordance with the laws of the State of Texas. The venue and jurisdiction over any dispute related to this Franchise shall be with the Texas State District Court in Matagorda County, Texas.

SECTION 19: PUBLICATION.

After the first reading and before its final passage, this ordinance shall be published once each week for two (2) consecutive weeks in a local newspaper, the cost of which shall be paid by the COMPANY.

SECTION 20: EFFECTIVE DATE.

This Ordinance shall become effective thirty days after its approval and adoption upon second and final reading.

PASSED AND APPROVED on first reading this 10<sup>th</sup> day of May, 2016.

PASSED, APPROVED AND ADOPTED on second and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF PALACIOS, TEXAS

JOHN C

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
ANGELA FLORES, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL B. STRONG, City Attorney

...contracts&agreements\jacksonelectric\franchise ord.02

EXHIBIT "A"  
Acceptance  
(In accordance with Section 4 or Section 10 on Transfers)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF PALACIOS:

'[Name of Company or transferee] [, on behalf of itself, its successors and assigns] hereby fully accepts CITY of PALACIOS Ordinance No. - and expressly agrees to be bound by all of its terms and provisions, and to fully observe and fully perform all limitations and obligations contained in such Ordinance. COMPANY further certifies to the CITY that all of the COMPANY's information filed with the CITY in connection with the issuance of such Ordinance is true, correct and complete.'

\_\_\_\_\_  
[NAME OF COMPANY OR TRANSFEREE]

BY: \_\_\_\_\_  
[Title]

ATTEST:

\_\_\_\_\_  
Secretary

Dated the \_\_\_ day of \_\_\_\_\_, A.D., 2016.

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission expires:

Printed Name: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF MATAGORDA

I, \_\_\_\_\_, the duly appointed, qualified City Secretary of the CITY of PALACIOS, Texas, hereby certify that the above and foregoing Acceptance was received and filed in the office of the City Secretary of the CITY of PALACIOS on the \_\_\_ day of \_\_\_\_\_, 2016.

Executed under my hand and the official seal of the CITY of PALACIOS, Texas, at said CITY, this \_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
CITY SECRETARY  
CITY OF PALACIOS, TEXAS



**ADJOURN**

In compliance with the Americans with Disabilities Act, the City of Palacios will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact City Hall, at 361.972.3605.

**CERTIFICATION**

I certify that a copy of the May 10, 2016 agenda of items to be considered by the City Council was posted on the City Hall bulletin board by 5:00p.m. on May 6, 2016.