



GLEN SMITH – Mayor
 JOHNNY TRAN – Councilmember Place 1
 JUDY CHAVEZ – Councilmember Place 2
 MARY CROCKER – Councilmember Place 3
 TROY LEWIS – Councilmember Place 4
 ANDY ERDELT – Councilmember Place 5
 STEPHEN MCGOVERN – Councilmember Place 6

**CITY OF PALACIOS
 CITY COUNCIL REGULAR MEETING AGENDA
 April 10, 2018**

Notice is hereby given of a Regular Council Meeting of the Palacios City Council to be held April 10, 2018, 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:

REGULAR COUNCIL MEETING

CALL TO ORDER

INVOCATION – Councilmember Chavez

PLEDGE OF ALLEGIANCE – Councilmember Lewis

PLEDGE TO TEXAS FLAG – Councilmember Lewis

PLEDGE TO PALACIOS FLAG – Councilmember Lewis

VISITOR / CITIZEN FORUM

ADMINISTRATIVE REPORTS

1. Planning and Zoning Committee needs appointment for vacant position
2. Election – Early Voting begins April 23
3. Certificate of Recognition for Outstanding Recycling Efforts in 2017

ITEMS TO BE CONSIDERED

1. Discuss and consider approving a contract with Urban Engineering for the Downtown Revitalization Grant
2. Discuss and consider accepting the Quarterly Financial Statement as of March 31, 2018 and the Quarterly Investment Report as of March 31, 2018

3. Discuss an amendment to the Personnel Policy to allow employees to donate their sick time to other employees
4. Proclaim April as National Safe Digging Month
5. Discuss and consider action to approve the following consent agenda items:
 - a) Minutes of the March 27, 2018 Regular Council Meeting
 - b) Excuse the absence of Councilmember Chavez on March 27, 2018 Regular Council Meeting

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)

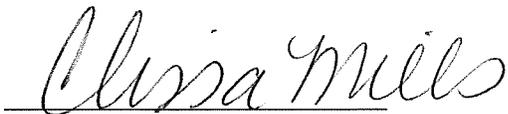
Discuss economic development negotiations (551.087)

ADJOURN

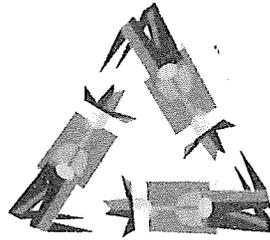
In compliance with the Americans with Disabilities Act, the City of Palacios will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact City Hall, at 361.972.3605.

CERTIFICATION

I certify that a copy of the April 10, 2018 agenda of items to be considered by the City Council was posted on the City Hall bulletin board by 5:00p.m. on April 6, 2018.



Clissa Mills, City Secretary



CTRA

Cooperative Teamwork & Recycling Assistance

**Certificate of Recognition
For Outstanding Recycling Efforts in 2017**

Is hereby granted to

City of Palacios

2017 Recycling Results

53.72 Total Tons Recycled

Environmental Savings

913 Trees

220,293 KWHrs. of Electricity

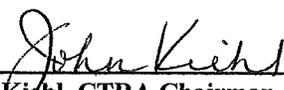
376,110 Gallons of Water

177 Cubic Yards of Landfill Space

3,224 Lbs. of Air Pollution

\$1,611.90 Estimated Landfill Fees




John Kiehl, CTRA Chairman

PART I
ENGINEERING AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2018, by and between the CITY OF PALACIOS, hereinafter called the "City", acting herein by Glen Smith, Mayor hereunto duly authorized, and URBAN ENGINEERING hereinafter called "Firm", acting herein by Thomas A. Schmidt, P.E., President.

WITNESSETH THAT:

WHEREAS, the City of Palacios desires to implement a Contract For Engineering Services under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage Urban Engineering to render certain services in connection with the TxCDBG Project, Contract Number 7217172.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on the engineering agreement date. In any event, all of the services required and performed hereunder shall be completed no later than the agreement termination date for TxCDBG Contract No. 7217172.

3. Local Program Liaison - For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the TDA, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$36,500.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Matagorda County, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

PART II SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/rights-of-way (ROWS) for the TxCDBG project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 45 days of execution of this Agreement.
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
10. Make 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish construction contractor's eligibility verification through www.SAM.gov.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.

20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
21. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by the City and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42

U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).

5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from the City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

**PART III
PAYMENT SCHEDULE**

The City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee	\$ Amount Of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by the City.	40%	\$10,800.00
• Completion of bid advertisement and contract award.	10%	\$2,700.00
• Completion of Final Closeout Assessment and submittal of "As Builts" to the City.	30%	\$8,100.00
• Completion of final inspection and acceptance by the City.	20%	\$5,400.00
Total	100%	\$27,000.00

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: N/A

The fee for all other Special Services shall not exceed a total of Nine Thousand, Five Hundred and No/100 Dollars (\$9,500.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of Nine Thousand, Five Hundred and No/100 Dollars (\$9,500.00).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a 10% percent (10%) overhead charge. All fees for testing shall not exceed a total of N/A.
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV
TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City. The City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extend of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other

dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
 - c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000).
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Reporting Requirements. The Contractor shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).
21. Patent Rights. The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8)).
22. Copyrights and Rights in Data. The Contractor shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).
23. Energy Efficiency. The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).
24. Verification No Boycott Israel. As required by Chapter 2270, Government Code, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
25. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the FIRM represents and certifies that, at the time of execution of this Agreement neither the FIRM, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV and Exhibit 1, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

CITY OF PALACIOS

FIRM: URBAN ENGINEERING

TREF# F-160

BY: _____

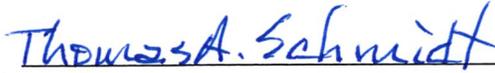
Glen Smith, Mayor

(Printed Name)

BY: _____



Thomas A. Schmidt, P.E., President



(Printed Name)

CITY OF PALACIOS, TEXAS
QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDED MARCH 31, 2018

The investment portfolio detailed in the attached report includes all investment transactions made during the above referenced period. The investment portfolio and all related transactions comply with the investment policy of the City of Palacios, Texas and the Public Funds Investment Act of the State of Texas.

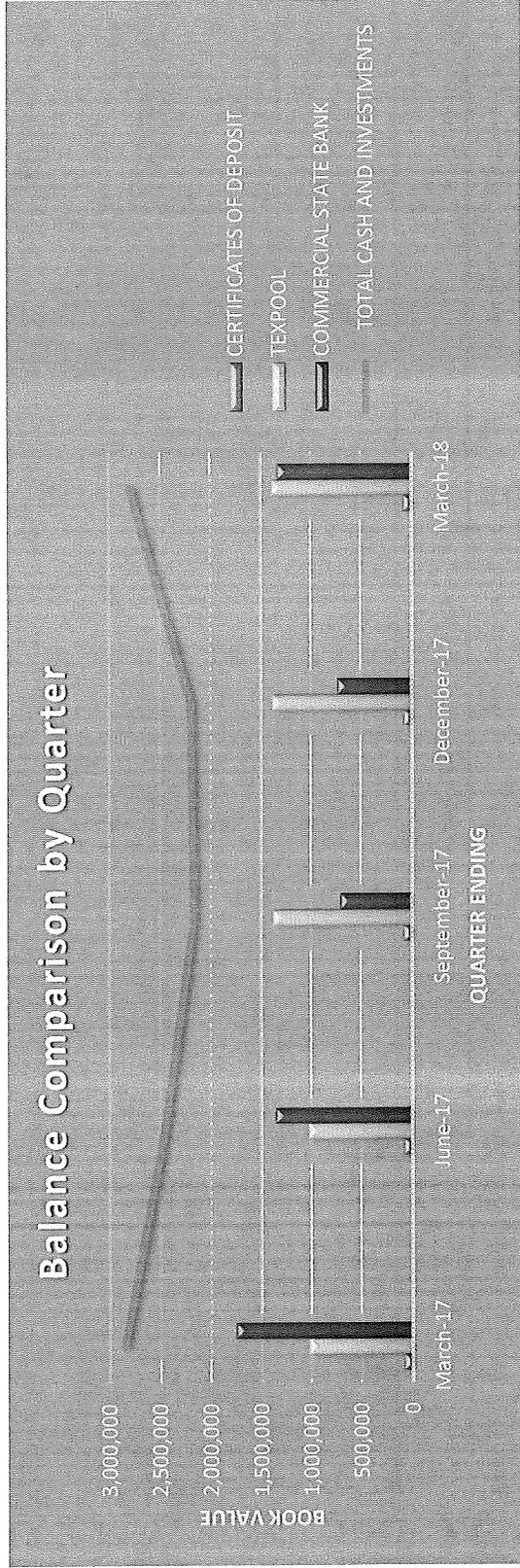
Investment Officer: Tammy McDonald
Tammy McDonald, City Treasurer

Date: 4/10/2018

CITY OF PALACIOS, TEXAS
Quarterly Investment Report
As of March 31, 2018

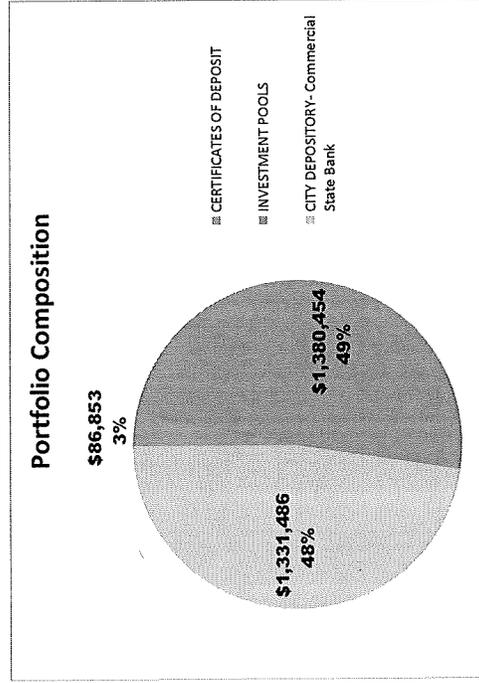
Balance Comparison by Quarter

INVESTMENT BALANCES BY TYPE	3/31/2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018
CERTIFICATES OF DEPOSIT	\$ 86,723	\$ 86,754	\$ 86,787	\$ 86,820	\$ 86,853
TEXPOOL	\$ 1,017,637	\$ 1,019,636	\$ 1,372,926	\$ 1,376,690	\$ 1,380,454
COMMERCIAL STATE BANK	\$ 1,748,939	\$ 1,352,122	\$ 707,016	\$ 737,405	\$ 1,331,486
TOTAL CASH AND INVESTMENTS	<u>\$ 2,853,299</u>	<u>\$ 2,458,512</u>	<u>\$ 2,166,729</u>	<u>\$ 2,200,915</u>	<u>\$ 2,798,793</u>



CITY OF PALACIOS, TEXAS
 INVESTMENTS OUTSTANDING AS OF MARCH 31, 2018

Purchase Date	Description	Maturity Date	# Days to Maturity	Cost	Par Value	Coupon Yield	12/31/2017		Quarterly Activity				3/31/2018		Unrealized Gain/Loss	
							Book Value	Market Value	Purchases	Maturities	Interest	Book Value	Market Price	Market Value		
	CERTIFICATES OF DEPOSIT															
	Commercial State Bank	5/5/2018	34	\$ 45,030	\$ 45,030	0.15%	\$ 86,820	\$ 86,820	\$ -	\$ -	\$ 33	\$ 86,853	\$ -	\$ 86,853	\$ 86,853	-
							\$ 86,820	\$ 86,820	\$ -	\$ -	\$ 33	\$ 86,853	\$ -	\$ 86,853	\$ 86,853	-
																3%
	INVESTMENT POOLS															
	N/A Texpool - Pooled	N/A	N/A		1,325,833	0.79%	\$ 1,322,218	\$ 1,322,218	\$ -	\$ -	\$ 3,615	\$ 1,325,833	\$ -	\$ 1,325,833	\$ 1,325,833	
	N/A Texpool - Escrow Acct Beachside Dev	N/A	N/A		54,621	0.79%	54,472	54,472	-	-	149	54,621	-	54,621	54,621	
							1,376,690	1,376,690	-	-	3,764	1,380,454	-	1,380,454	1,380,454	49%
	CITY DEPOSITORY- Commercial State Bank															
	N/A Pooled Cash Savings	N/A	N/A		1,101,744	0.24%	617,038	617,038	2,090,770	(1,606,632)	568	1,101,744	-	1,101,744	1,101,744	
	N/A Pooled Cash	N/A	N/A		222,653	0.00%	112,608	112,608	1,624,139	(1,514,094)	-	222,653	-	222,653	222,653	
	N/A Police Dept Drug Seized Funds	N/A	N/A		4,802	0.00%	4,802	4,802	-	-	-	4,802	-	4,802	4,802	
	N/A City Escrow Fund	N/A	N/A		787	0.00%	787	787	-	-	-	787	-	787	787	
	N/A TDHCA Home Program	N/A	N/A		-	0.00%	-	-	-	-	-	-	-	-	-	
	N/A TCDF	N/A	N/A		-	0.00%	670	670	2,230	(2,900)	-	-	-	-	-	
	N/A Disaster Recovery Supp Rd 2.2	N/A	N/A		1,500	0.00%	1,500	1,500	-	-	-	1,500	-	1,500	1,500	
							737,405	737,405	3,717,139	(3,123,626)	568	1,331,486	-	1,331,486	1,331,486	48%
							\$ 2,200,915	\$ 2,200,915	\$ 3,717,139	\$ (3,123,626)	\$ 4,365	\$ 2,798,793	\$ -	\$ 2,798,793	\$ 2,798,793	
	TOTAL PORTFOLIO				\$ 2,752,168	0.49%										



City of Palacios
 Financial Statement
 As of March 31, 2018

Water Fund

Percent of Year Complete 50%

Revenues	Budget	Y-T-D Actual	Percent of Budget
Water & Sewer	\$ 1,615,000	\$ 760,622	47%
Service & Penalty Charges	\$ 47,500	\$ 30,410	64%
Garbage	40,000	22,093	55%
Miscellaneous	3,500	2,706	77%
Total Revenues	\$ 1,706,000	\$ 815,831	48%
Expenditures			
Water Department	\$ 597,750	\$ 767,214	128%
Sewer	297,600	104,932	35%
Special Items	822,850	444,912	54%
Total Expenditures	\$ 1,718,200	\$ 1,317,058	77%
Revenue Over/ (Under) Expenditures	\$ (12,200)	\$ (501,227)	
Beginning Fund Balance		\$ 10,749,510	
Ending Fund Balance		\$ 10,248,283	

City of Palacios
Financial Statement
As of March 31, 2018

Airport Fund

Percent of Year Complete 50%

Revenues	Budget	Y-T-D Actual	Percent of Budget
Fuel Sales	\$ 20,000	\$ 7,341	37%
Hangar Rent & Tiedowns	6,300	3,270	52%
PISD School Barn Lease	150	-	0%
Golf Assoc Lease	100	-	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	-	56	
Misc Receipts	25	-	0%
TxDot Reimbursement	5,000	\$ -	0%
Total Revenues	\$ 61,375	\$ 37,405	61%

Ependitures

Airport	\$ 40,375	\$ 7,426	18%
Special Items	21,000	15,338	73%
Total Expenditures	\$ 61,375	\$ 22,764	37%

Revenue Over/ (Under)

Expenditures \$ - \$ 14,641

Beginning Operating Balance \$ 1,127,745

Ending Operating Balance \$ 1,142,385

Beginning Fund Balance Including Fuel Inventory \$ 1,132,000

Ending Fund Balance Including Fuel Inventory \$ 1,146,641

City of Palacios
 Financial Statement
 As of March 31, 2018

Equipment Fund
 Percent of Year Complete

50%

	Budget	Y-T-D Actual	Percent of Budget
Revenues	\$ 157,000	\$ 78,556	50%
Expenditures	\$ 157,000	\$ 43,507	28%
Revenue Over/ (Under) Expenditures	\$ -	\$ 35,049	
Beginning Fund Balance		\$ 159,173	
Ending Fund Balance		\$ 194,222	

City of Palacios
 Financial Statement
 As of March 31, 2018

Hotel/Motel Tax Fund

Percent of Year Complete 50%

	Budget	Y-T-D Actual	Percent of Budget
Revenues	\$ 28,100	\$ 17,656	63%
Expenditures	\$ 28,000	\$ 11,000	39%
Revenue Over/ (Under) Expenditures	\$ 100	\$ 6,656	
Beginning Fund Balance		\$ 92,152	
Ending Fund Balance		\$ 98,808	

City of Palacios
 Financial Statement
 As of March 31, 2018

Economic Development Fund
 Percent of Year Complete

50%

	Budget	Y-T-D Actual	Percent of Budget
Revenues	\$ 169,300	\$ 79,067	47%
Expenditures	\$ 169,300	\$ 73,070	43%
Revenue Over/ (Under) Expenditures	\$ -	\$ 5,997	
Beginning Fund Balance		\$ 499,963	
Ending Fund Balance		\$ 505,960	

TRANSFERRING SICK LEAVE BETWEEN EMPLOYEES.

Employees who have accumulated 100 or more hours of sick leave may transfer such sick leave to another employee who, because of an extended or catastrophic illness or injury, has exhausted their sick leave, vacation or other paid leave. The amount of sick leave transferred may not exceed the following limits:

Accumulated Sick Leave	Amount Transferable
300+ hours	40 hours
200-299 hours	32 hours
100-199 hours	24 hours

The Department Director shall designate when an employee is eligible to receive transferred sick leave. All transfers shall be approved by the City Manager. Employees may only donate sick leave once in a calendar year period. Once transferred, sick leave may not be re-credited to the employee who granted it.



SICK LEAVE DONATION GUIDE

Overview

What's the Purpose?

To provide a means for an employee to receive donated sick leave from another employee at the same agency when the receiving employee has exhausted his or her sick leave balance, including any donated sick leave for which the receiving employee may qualify.

Need Additional Help?

Human Resources Management Statutes Inventory is available at <http://www.hr.sao.texas.gov>.

State Auditor's Office's State Classification Team at (512) 936-9500.

State agency employees and their supervisors should direct questions to their agency human resources department.

The State Auditor's Office is authorized to provide uniform interpretations of certain vacation and leave provisions in Texas Government Code, Chapter 661, which governs the administration of sick leave and the donation of sick leave. We have provided this guide on sick leave donation for informational purposes only. State agencies and higher education institutions should consult with their legal counsel to ensure compliance with all applicable federal and state laws and regulations.

Texas Government Code, Section 661.207, allows state employees to voluntarily transfer their accrued sick leave to another state employee within the same agency. Specifically, Texas Government Code, Section 661.207(a), authorizes an employee to donate "any amount" of his or her accrued sick leave to another employee who:

- (1) is employed in the same state agency as the donor employee; and
- (2) has exhausted the employee's sick leave, including any time the individual may be eligible to withdraw from a sick leave pool.

Texas Government Code, Section 661.207(b), prohibits an employee from providing or receiving remuneration or a gift in exchange for donated sick leave under that section of the Texas Government Code.

Additionally, Texas Government Code, Section 661.207(c), prohibits an employee who receives donated sick leave under this section from:

- (1) using sick leave donated to the employee under this section except as provided by Sections 661.202(d) and (e); or
- (2) notwithstanding any other law, receive service credit in the Employees Retirement System of Texas for any sick leave donated to the employee under this section that is unused on the last day of that employee's employment.

Donated sick leave may be taxable to the donor. Please refer to the Office of the Comptroller of Public Accounts' Web site at <https://fmx.cpa.texas.gov/fmx/legis/donatesick/index.php> for information regarding any tax implications pertaining to donated sick leave.

Questions and Answers

1. Question: Can an employee donate ANY amount of sick leave and designate it to another employee in the same agency? Can an agency develop a policy to limit the amount that can be donated?

Answer: The language in Texas Government Code, Section 661.207, does not limit the amount of sick leave an employee can donate to another employee if the receiving employee is eligible to receive the donated sick leave and works in the same state agency. Therefore, an employee can donate any amount up to the amount of earned sick leave the employee has accrued.

2. Question: Can donated sick leave also be used to care for the employee's family members?

Answer: Texas Government Code, Section 661.207(c), prohibits an employee who receives the donated sick leave from using that sick leave except as provided by Texas Government Code, Sections 661.202(d) and 661.202(e). Those sections allow for the use of sick leave to care for certain family members who qualify (as specified by those sections of the Texas Government Code).

3. Question: Can an agency limit the amount of donated sick leave an employee can use?

Answer: Texas Government Code, Section 661.207 (c), prohibits an employee who receives the donated leave from using that leave except as provided by Texas Government Code, Sections 661.202 (d) and 661.202 (e). None of those sections limits the amount that can be used. See also question number 8.

4. Question: If an employee who received a sick leave donation transfers to a different agency, can the donated sick leave transfer with him or her?

Answer: Texas Government Code, Section 661.207(c), prohibits an employee who receives donated sick leave from using that donated sick leave except as provided by Texas Government Code, Sections 661.202(d) and 661.202(e). The transfer of sick leave is in Texas Government Code, Section 661.204; therefore, it is the State Auditor's Office's interpretation that under the statutory language in Texas Government Code, Section 661.207, the donated sick leave cannot be transferred to another agency.

5. Question: If an employee receives donated sick leave and dies, does the donated sick leave get paid to the employee's estate (within the limits of the law)?

Answer: Texas Government Code, Section 661.207(c), prohibits an employee who receives the donated sick leave from using that donated sick leave except as provided by Texas Government Code, Sections 661.202(d) and 661.202(e). The payment of sick leave to the employee's estate is in Texas Government Code, Section 661.034; therefore, it is the State Auditor's Office's interpretation that payment to the estate for sick leave donated under Texas Government Code, Section 661.207, is not authorized.

6. Question: Can an employee qualify for donated sick leave even though the employee has not applied for the sick leave pool or has applied for and was denied sick leave from the sick leave pool?

Answer: Texas Government Code, Section 661.207(a)(2), requires that, prior to an employee receiving donated sick leave hours, the employee must have exhausted any sick leave pool hours for which the employee may be eligible.

7. Question: If an employee leaves an agency and later comes back to the agency within 12 months, is the sick leave that was donated to that employee restored?

Answer: Texas Government Code, Section 661.207(c), prohibits an employee who receives the donated sick leave from using that donated sick leave, except as provided by Texas Government Code, Sections 661.202(d) and 661.202(e). The restoration of sick leave is under Texas Government Code, Section 661.205; therefore, it is the State Auditor's Office's interpretation that donated sick leave would not be restored.

8. Question: Can sick leave received from a donation be taken under the federal Family and Medical Leave Act (FMLA) as FMLA hours, just as accrued sick leave can count toward FMLA hours?

Answer: Yes, if the donated sick leave is being used for an FMLA qualifying event.

9. Question: After an employee donates his or her sick leave, can the donated sick leave be returned to the accrued balance of the employee who donated that sick leave if the receiving employee leaves the agency or no longer needs the donated sick leave?

Answer: After sick leave is transferred from the balance of one employee to the balance of another employee, there is nothing in Texas Government Code, Section 661.207, that grants authority to transfer that donated sick leave back to the donating employee.

10. Question: Can the use of donated sick leave be used for sick leave that is not medically documented?

Answer: Texas Government Code, Section 661.207(c), prohibits an employee who receives the donated sick leave from using that donated sick leave except as provided by Texas Government Code, Sections 661.202(d) and 661.202(e). The statute does not address medical documentation; however, there is a reference to documentation in Texas Government Code, Section 661.202(e). Prior to requesting documentation for any reason other than the reasons listed in Texas Government Code, Section 661.202(e), an agency should discuss questions regarding medical documentation with its general counsel.

11. Question: Does the donated sick leave expire?

Answer: Nothing in Texas Government Code, Section 661.207, provides for the expiration of donated sick leave.

12. Question: Does the donating employee need to have a minimum sick leave balance available to donate?

Answer: Texas Government Code, Section 661.207, does not stipulate that a minimum sick leave balance by the donating employee is required prior to the sick leave being donated.

13. Question: Will the receiving employee know who donated the sick leave and/or how much sick leave was donated to him or her? Can the donation be anonymous?

Answer: That is left to agency discretion.

14. Question: Can the unused donated sick hours go to the sick leave pool upon the receiving employee's separation or death?

Answer: In accordance with Texas Government Code, Section 661.003, only sick leave earned by an employee can be transferred to the sick leave pool.

15. Question: Can an employee refuse to accept donated sick hours?

Answer: That is left to agency discretion.

16. Question: Does Texas Government Code, Section 661.207, apply to higher education institutions?

Answer: Yes.

Helpful Related Resources

Texas Human Resources Management Statutes Inventory:
<http://www.hr.sao.texas.gov/Resources/StatutesInventory/>

State Auditor's Office Sick Leave Guide:
<http://www.hr.sao.texas.gov/Statutes/Guides.html>

Texas Government Code:
<http://www.statutes.legis.state.tx.us/>

From: dkocurek@cityofpalacios.org
Sent: Friday, April 06, 2018 10:32 AM
To: cmills@cityofpalacios.org
Subject: FW: Safe Digging Month - Proclamation Request
Attachments: Sample Proclamation 2016.docx
Importance: High

From: Chaney, Ronald A. <ronald.chaney@centerpointenergy.com>
Sent: Thursday, April 05, 2018 5:01 PM
To: David Kocurek <dkocurek@cityofpalacios.org>
Subject: FW: Safe Digging Month - Proclamation Request
Importance: High

David:

It's that time of year again and as you may know, CenterPoint Energy has partnered with the Common Ground Alliance for a successful initiative called National Safe Digging Month each April for the past eleven years to coincide with the onset of peak digging season. The initiative was designed to elevate the awareness of, and participation in, the prevention of digging-related damage to underground utilities.

On behalf of CenterPoint Energy, underground facility owners, as well as professional excavators, I respectfully ask Mayor Glen Smith to consider proclaiming Safe Digging Month this April 2018 by recognizing the importance of calling 811 before digging.

During Safe Digging Month, and throughout the year, we respectfully ask that Mayor Glen Smith remind City of Palacios residents to contact 811 before starting any digging projects to prevent damage to the underground facilities and the risk of injuries and service disruptions that can occur.

The following is an opportunity for Mayor Glen Smith. to show his support of Safe Digging Month:

- Issue an official proclamation

I have attached a proclamation template for your use. Please contact me by email or phone and I will pick up the proclamation when ready.

We thank you in advance for your support of this initiative. If you have questions or would like more information on National Safe Digging Month, visit www.call811.com or contact me directly.

Regards,

Ron Chaney
Victoria Area Manager
CenterPoint Energy
361-574-1400 (Office)
361-894-1065 (Mobile)
Ronald.chaney@CenterPointenergy.com

Safe Digging

WHEREAS, each year, the nation's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 811 to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment and personal injury and even death are the potential results; and

WHEREAS, the Common Ground Alliance and its 1700 members promote the national Call-Before-You-Dig number, 811, in an effort to reduce these damages. Designated by the FCC in 2005, 811 provides potential excavators and homeowners a simple number to reach their local One Call Center to request utility line locations at the intended dig site; and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money keeping our nation safe and connected by making a simple call to 811 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

WHEREAS, all parties agree that safe digging is a shared responsibility. To know what's below, call 811 before you dig.

THEREFORE, I, [NAME], Mayor of the City of [insert CITY] hereby proclaim the month of April, 2018, as,

National Safe Digging Month

And encourage excavators and homeowners throughout the country to always call 811 before digging. Safe digging is no accident.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of Palacios to be affixed this ____ day of April, 2018.

GLEN SMITH, MAYOR

ATTEST:

CLISSA MILLS, CITY SECRETARY



GLEN SMITH – Mayor
 JOHNNY TRAN – Councilmember Place 1
 JUDY CHAVEZ – Councilmember Place 2
 MARY CROCKER – Councilmember Place 3
 TROY LEWIS – Councilmember Place 4
 ANDY ERDELT – Councilmember Place 5
 STEPHEN MCGOVERN – Councilmember Place 6

**CITY OF PALACIOS
 CITY COUNCIL REGULAR MEETING MINUTES
 MARCH 27, 2018**

WORKSHOP – 6:30 PM

Jeff Stogner from Baker, Stogner & Associates gave a brief report over our audit from fiscal year 2016-2017. His synopsis was that the city is doing better overall than the last few years. We had a clean audit, including meeting compliance and there were no discrepancies. He, along with Mayor Smith, praised our financial department (Tammy McDonald) for a job well done.

CALL TO ORDER – Mayor Glen Smith at 7pm
INVOCATION – Councilmember Tran
PLEDGE OF ALLEGIANCE – Councilmember Crocker
PLEDGE TO TEXAS FLAG – Councilmember Crocker
PLEDGE TO PALACIOS FLAG – Councilmember Crocker

VISITOR / CITIZEN FORUM – Barney Aparicio spoke about how his property has been flooding and needs culverts. He said the Texas Department of Highways will dredge his property from 4th Street to Perryman, but he also needs the City's help. Patricia Loving thanked the city for recent street repairs, asked about the tax note, and would like a full accounting of the Pavilion. Chip Woolfe would also like a full accounting of the Pavilion because he's not comfortable with what this project will cost the City.

ADMINISTRATIVE REPORTS

1. Planning and Zoning Committee needs appointment for vacant position
2. Election – April 5th is the last day to register to vote, Early Voting begins April 23
3. Tammy McDonald gave an overview of the City Manager's Report as of February 28, 2018
4. Tammy McDonald gave an overview of the Tax Note expenditures for Pavilion

ITEMS TO BE CONSIDERED

1. Discuss and consider accepting the 2016-2017 Fiscal Year Audit
 Councilmember Lewis motioned to accept the 2016-2017 Fiscal Year Audit
 Councilmember Crocker seconded
 There was no opposition
 With no opposition, the motion carried
2. Discuss and consider adopting Resolution 2018-R-7 approving submission of the grant application for the Local Border Security Program to the Office of the Governor, Criminal Justice Division
 Councilmember Tran motioned to adopt Resolution 2018-R-7
 Councilmember McGovern seconded
 There was no opposition
 With no opposition, the motion carried
3. Discuss and consider approval of the amended Interlocal Agreement for Joint Election Services between the City of Palacios and Palacios ISD for the election on May 5 2018.
 Mayor Smith motioned to approved the amended Interlocal Agreement
 Councilmember Erdelt seconded
 There was no opposition
 With no opposition, the motion carried
4. Discuss and consider action to approve the following consent agenda items:
 - a) Minutes of the March 27, 2018 Regular Council Meeting
 - b) Excuse the absence of Councilmember Chavez on March 27, 2018 Regular Council Meeting
 Councilmember Erdelt motioned to approve the minutes of the March 27, 2018 council meeting and excuse the absence of councilmember Chavez at the March 27, 2018 council meeting
 Councilmember Tran seconded
 There was no opposition
 With no opposition, the motion carried

NO EXECUTIVE SESSION

ADJOURN

Councilmember Lewis motioned to adjourn the meeting at 7:21 pm
 Councilmember Tran seconded
 There was no opposition
 With no opposition, the motion carried

Glen Smith, Mayor

Clissa Mills, City Secretary