



GLEN SMITH – Mayor
 JOHNNY TRAN – Councilmember Place 1
 DONNA HARVEY SCHULMAN – 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
 August 14, 2018**

Notice is hereby given of a Regular Council Meeting of the Palacios City Council to be held August 14, 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:

PUBLIC HEARING 6:00 PM

TO RECEIVE CITIZEN'S COMMENTS ON A REQUEST
 TO DESIGNATE A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY OF
 PALACIOS AS A RESIDENTIAL REINVESTMENT ZONE FOR TAX ABATEMENT
 PURPOSES; SAID AREA BEING ALL RESIDENTIAL AREA LOCATED WITHIN THE CITY
 LIMITS OF PALACIOS, TEXAS

REGULAR COUNCIL MEETING 7:00 PM

CALL TO ORDER

INVOCATION – Councilmember Lewis

PLEDGE OF ALLEGIANCE – Councilmember McGovern

PLEDGE TO TEXAS FLAG – Councilmember McGovern

PLEDGE TO PALACIOS FLAG – Councilmember McGovern

VISITOR / CITIZEN FORUM

ADMINISTRATIVE REPORTS

1. Mental Health Forum at City Hall on Thursday, August 16, 2018 at 6pm sponsored by Dr. Lillian Smith, Palacios CC Wellness Council and other mental health services
2. Special Council Meeting on August 21, 2018 at 7 pm for the first public hearing on tax rate and to announce the date, time and location of meeting to adopt the tax rate
3. Public Hearing on proposed budget and second public hearing on tax rate and to announce the date, time and location of meeting to adopt the tax rate and budget at regular council meeting on August 28, 2018 at 7pm
4. 2018 Palacios Fish Fest

ITEMS TO BE CONSIDERED

1. Discuss and consider approving on first reading Ordinance 2018-O-5 to designate a contiguous geographic area within the City of Palacios as a residential reinvestment zone for tax abatement purposes; said area being all residential area located within the city limits of Palacios, Texas
2. Discuss and consider approving the revised budget calendar
3. Discuss and consider adopting Resolution 2018-R-12 authorizing the award of engineering services provider contract for FEMA project HMPG 4332 Critical Emergency Generators
4. Discuss and consider adopting Resolution 2018-R-13 committing the city to provide local matching funds to secure and complete the FEMA Hazard Mitigation Critical Facility Generators Grant
5. Discuss and consider approving the purchase of ticket writers from the Court Technology Fund not to exceed \$10,000.00.
6. Discuss and consider action to approve the following consent agenda items:
Minutes of the July 31, 2018 Special Council Meeting
Excuse the absence of Councilmember McGovern from the July 31, 2018 special 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 August 14, 2018 agenda of items to be considered by the City Council was posted on the City Hall bulletin board by 5:00 p.m. on August 10, 2018.



Clissa Mills, City Secretary



ORDINANCE NO. 2018-O-5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALACIOS, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY OF PALACIOS AS A REINVESTMENT ZONE FOR TAX ABATEMENT PURPOSES PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE REINVESTMENT ZONE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, pursuant to Chapter 312 of the Texas Tax Code, the City of Palacios (the "City") may designate an area within the City as a reinvestment zone (the "zone") if the area satisfies the requirements of certain sections of Chapter 312 of the Texas Tax Code; and

WHEREAS, the City of Palacios desires to designate the area described in attached Exhibit "A", (the "zone") as a reinvestment zone under the provisions of Chapter 312 of the Texas Tax Code; and

WHEREAS, a notice of the requisite public hearing on the creation of the proposed zone and its benefits to the City of Palacios and to the property in the proposed zone was published in a newspaper of general circulation in the City as required by Chapter 312; and

WHEREAS, at the public hearing on August 14, 2018, interested persons were allowed to speak and present evidence for or against the designation of the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 312, Texas Tax Code, and no one appeared or presented evidence in opposition to the creation of the proposed zone; NOW THEREFORE

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

SECTION 1. Findings

- (a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.
- (b) That the City Council further finds and declares that the proposed improvements in the zone are feasible and practical and would be a benefit to the land included in the reinvestment zone and to the City after the expiration of a tax abatement

agreement and will be of general benefit to the City.

- (c) That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 312.202, and that it is reasonably likely, as a result of the designation, to contribute to the retention and expansion of primary employment and to attract major investment in the zone that will benefit the property and contribute to the economic development of Palacios, Texas.
- (d) That the City Council has previously established guidelines and criteria governing tax abatement agreements entered into by the City of Palacios regarding property within the zone.

SECTION 2. Designation of the Zone

That the City Council, acting under the provisions of Chapter 312, Texas Tax Code, does hereby designate as a reinvestment zone the area described in the attached Exhibit "A".

SECTION 3. Duration of the Zone

That the zone shall take effect immediately on the passage of this Ordinance and its designation as a reinvestment zone shall expire five years after its designation, but such designation may be renewed for additional five year periods.

SECTION 4. Severability

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person to set circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

SECTION 5. Effective Date

This ordinance shall become effective after its approval and adoption upon second and final reading and its publication pursuant to law.

PASSED AND APPROVED on first reading this 14th day of August, 2018.

PASSED, APPROVED AND ADOPTED on second and final reading this _____ day of _____, 2018.

CITY OF PALACIOS, TEXAS

Glen Smith, Mayor

ATTEST:

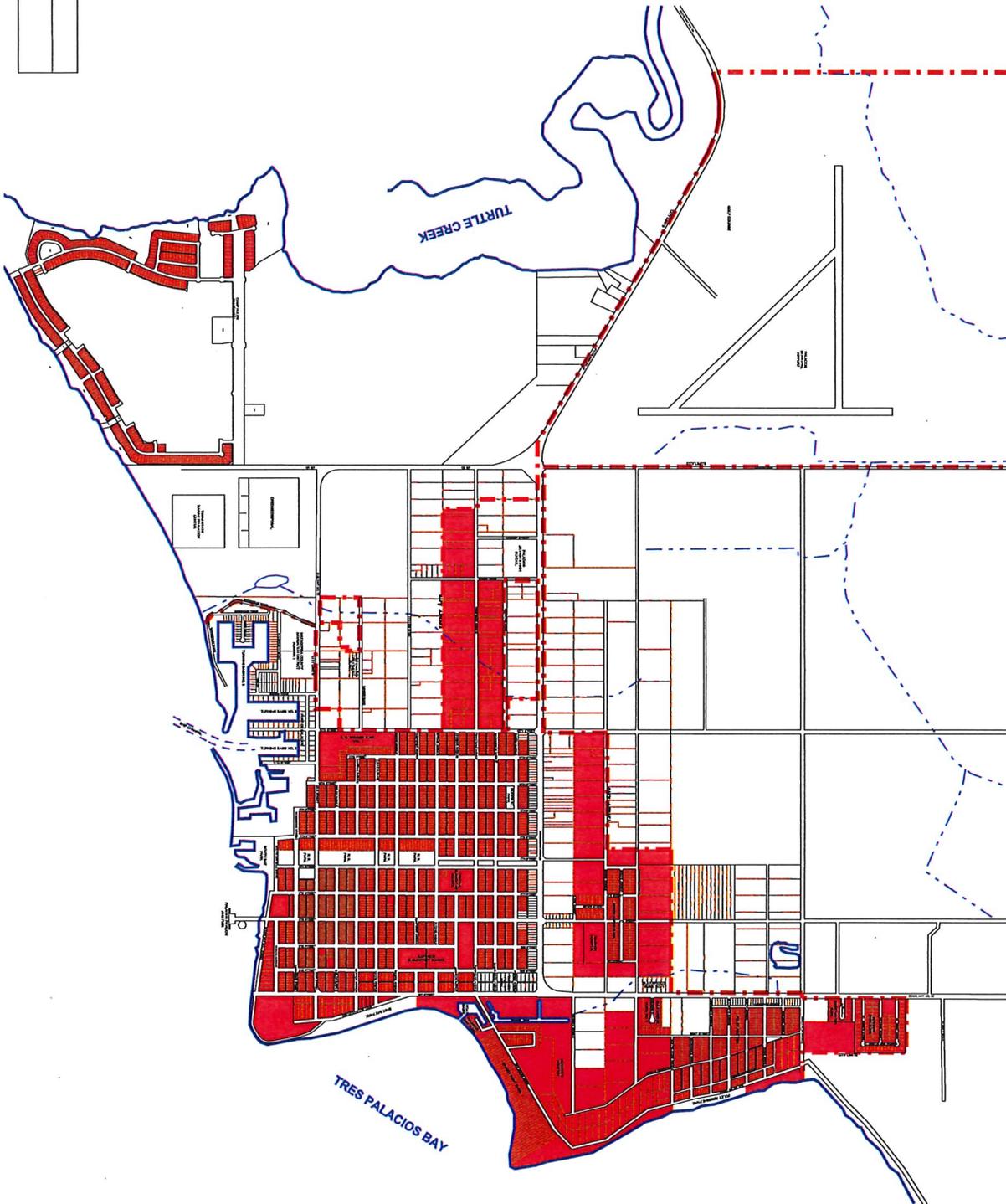
Clissa Mills, City Secretary

APPROVED AS TO FORM:

RANDALL B. STRONG, City Attorney

LEGEND

RE-INVESTMENT ZONE



City of Palacios Budget Calendar
Fiscal Year 2018-2019

May 22, 2018 – Regular City Council Meeting – 7:00 pm

- a. Discuss and consider approving the Budget Calendar

June 26, 2018 – Budget Workshop – 6:00 pm

Regular City County Meeting – 7:00 pm

July 10, 2018 – Budget Workshop – 6:00 pm

July 24, 2018 – Budget Workshop – 6:00 pm-Cancelled

July 27, 2018 – Submit proposed budget to City Secretary

July 31, 2018 – Special City Council Meeting – 7:00 pm

- a. Discuss and consider setting the proposed tax rate
- b. If rate will exceed the lower of effective or rollback rate, take a record vote on the specified rate.
- c. Schedule the date to ratify tax rate.
- d. Schedule 2 public hearings on the proposed tax rate.
- e. Schedule public hearing on the Budget

August 3, 2018 – Palacios Beacon Deadline to publish following Wednesday

- a. Send “Notice of 2018 Tax Year Proposed Tax Rate for City of Palacios”
- b. Create and Send Notice of the Public Hearing on the Budget

August 8, 2018 – Publication of Tax Rate Hearing Notice

August 15, 2018 – Publication of Budget Rate Hearing Notice

August 21 2018 – SPECIAL City Council Meeting – 7:00 pm

- a. First Public Hearing on tax rate
- b. Announce date, time, and location of meeting to adopt the tax rate

August 28, 2018 – Regular City Council Meeting – 7:00 pm

- a. Public Hearing on Proposed Budget
- b. Second Public Hearing on tax rate
- c. Announce date, time, and location of meeting to adopt tax rate and budget

September 4, 2018 – Special City Council Meeting – 7:00 pm

- a. Adopt Budget
- b. Adopt Property Tax Rate

City of Palacios
Budget Calendar
Fiscal Year 2018-2019

Date	Activity	Governing Legislation
July 27 (Fri)	Deadline to prepare proposed budget document, including budget message. If proposed budget will raise more property tax revenues than previous year, include cover page with mandatory statement specified by law	LGC 102.003 LGC 102.005(b)
July 27 (Fri)	Last day to file proposed budget and accompanying budget message with City Council members and City Secretary. Must be available for public inspection for at least 30 days before City Council will make tax levy	LGC 102.005(a) LGC 102.005(c)
July 27 (Fri)	Post proposed budget on City website	LGC 102.005©
July 27 (Fri)	Post 72-Hour notice at City Hall of meeting to discuss property tax rate	
July 31 (Tues)	Meeting for City Council to discuss proposed property tax rate. If proposed rate will exceed lower of the effective tax rate or the rollback rate, take a record vote on specified rate and schedule 2 public hearings.	
August 1 (Wed)	Send proposed tax rate and public hearing dates to County Tax Assessor along with the description of the purpose of the tax increase to provide Notice for Proposed Tax Rate	
August 3 (Fri)	Send "Notice of 2018 Tax Year Proposed Tax Rate for City of Palacios" to the Beacon to publish following Wednesday. Also, post notice on City's Website	
August 3 (Fri)	Create and send Notice of Public Hearing on Budget to Beacon to be published no more than 30 days and no less than 10 days before the public hearing on proposed budget	
August 8 (Wed)	<p>Publish "Notice of 2018 Tax Year Proposed Tax Rate for City of Palacios" in newspaper.</p> <p>- If proposed rate <u>does not exceed</u> lower of effective tax rate or rollback tax rate, use shorter version of notice as prescribed by LGC 140.010 (d) and publish in newspaper and post on City's website no later than the later of September 1 or the 30th day after receiving the certified appraisal roll.</p> <p>- If proposed rate <u>exceeds</u> lower of the effective tax rate or rollback rate, use the longer version of notice as prescribed by LGC 140.010(e) and publish in newspaper and post on City's website at least 7 days before the first public hearing and no later than the later of September 1 or the 30th day after receiving the certified appraisal roll.</p> <p>- Newspaper notice must be one-quarter page or larger, headline must be 24-point or larger, and it must not be published in legal notices and classified section. Notice must be posted on City's website until adopted.</p>	TC 26.06(a) TC 26.06(b) TC 26.06©, and TC 26.065, with portions superseded by LGC 140.010

August 15 (Wed)	Publish notice of public hearing on proposed budget in newspaper. If proposed budget will raise more property tax revenues than previous year, include mandatory statement specified by law. Publication must take place no more than 30 days and no less than 10 days before the public hearing on proposed budget.	LGC 102.0065 LGC 102.006
August 21 (Tues)	7 pm Special City Council Meeting - First Public Hearing on proposed tax rate (at least 7 days after notice is published in newspaper.) At the end of the public hearing, City Council announces the date, time, and place of the meeting they will vote on proposed property tax rate.	TC 26.06(a) TC 26.06 (d), as superseded by LGC 140.010
August 28 (Tues)	Regular City Council Meeting - Hold public hearing on proposed budget (at least 10 days after notice published in paper) Second Public Hearing on proposed tax rate (no earlier than 3 days after first hearing and not more than 14 days prior to adopting tax rate). At the end of the public hearing, City Council announces the date, time, and place of the meeting they will vote on proposed property tax rate.	LGC 102.006 TC 26.06(a) TC 26.06 (d), as superseded by LGC 140.010
Sept 4 (Tues)	<p>7pm Special City Council Meeting:</p> <ol style="list-style-type: none"> 1. Adopt budget by Ordinance at conclusion of public hearing: <ol style="list-style-type: none"> a. Must be a record vote b. Any changes considered warranted by law or in taxpayers' best interest may be made beforehand. c. if adopted budget will raise more property tax revenue than in previous year, take separate vote to ratify property tax increase reflected in budget. (Vote is in addition to and separate from votes to adopt budget or set property tax rate.) 2. Adopt property tax rate by ordinance (not less than 3 days and not more than 14 days after second public hearing: <ol style="list-style-type: none"> a. Vote on ordinance setting tax rate must be separate from vote adopting budget. b. Vote must be a record vote and at least 60% of the Council must vote in favor. c. Tax rate must be adopted as separate components for M&O and I&S. d. Council motion to adopt ordinance setting tax rate that exceeds effective rate must be in form prescribed by law. 	<p>LGC 102.006</p> <p>LGC 102.007</p> <p>TC 26.05 (b) TC 26.06€</p>

RESOLUTION NO. 2018-R-12

**A RESOLUTION OF THE CITY OF PALACIOS, TEXAS
AUTHORIZING THE AWARD OF ENGINEERING
SERVICES PROVIDER CONTRACT FOR FEMA
PROJECT HMPG 4332 CRITICAL EMERGENCY
GENERATORS**

WHEREAS, the anticipated award of the 2018 FEMA Project HMPG 4332 Critical Emergency Generators Grant contract requires implementation by professionals experienced in the engineering of federally-funded disaster recovery grants;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposal (RFP) process for engineering services has been completed in accordance with FEMA Project HMPG 4332 Critical Emergency Generators Grant requirements;

WHEREAS, the submissions received by the due date have been scored to determine the most qualified and responsive providers for each professional service;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALACIOS, TEXAS:

Section 1. That John D. Mercer & Associates, Inc. be awarded a contract to provide Disaster Recovery project-related **engineering services** for the 2018 contract.

Section 2. That any and all contracts or commitments made with the above-named services provider is dependent on the successful negotiation of a contract with the service provider.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

ENGINEERING SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this 14th day of August, 2018 by and between the CITY OF PALACIOS, hereinafter called "City", acting herein by Glen Smith, Mayor hereunto duly authorized, and John D. Mercer & Associates, Inc. hereinafter called "Firm," acting herein by John D. Mercer, PE.

WITNESSETH THAT:

WHEREAS, the City of Palacios desires to construct a project of emergency generators under the general direction of the Federal Emergency Management Agency (hereinafter called "FEMA") Program administered by GrantWorks; and Whereas the City desires to engage the Firm to render certain engineering services in connection with the FEMA Project, Contract Number _____.

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 date above given. In any event, all of the services required and performed hereunder shall be completed no later than that ending date established by Contract No. _____.

3. Local Program Liaison - For purposes of this Agreement, the City Manager of the City of Palacios, David Kocurek, 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 - GrantWorks, FEMA, 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 FEMA award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's FEMA contract.

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 \$59,800. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of 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/right-of-ways (ROWs) for the FEMA 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. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
6. 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.
7. Make 10-day call to confirm prevailing wage decision.
8. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
9. Conduct bid opening and prepare minutes.
10. Tabulate, analyze, and review bids for completeness and accuracy.
11. Accomplish construction contractor's eligibility verification through www.SAM.gov.
12. Conduct pre-construction conference and prepare copy of report/minutes.
13. Issue Notice to Proceed to construction contractor.
14. 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.

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.
- 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, 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 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.

BY: _____
City of Palacios, Texas

Glen Smith

(Printed Name)

Mayor

(Title)

BY: 
John D. Mercer & Associates, Inc.

John D. Mercer, PE

(Printed Name)

President

(Title) 8/3/18

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 \$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.
5. 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.
6. 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

15. 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.
16. 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 City and the Firm and submit to GrantWorks for approval prior to execution with the construction contractor.
17. 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).
18. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
19. 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.
20. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by GrantWorks, unless State or local law provides otherwise.
21. 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).
22. Conduct interim/final inspections.
23. Revise contract drawings to show the work as actually constructed and furnish the City with a set of "record drawings" plans.
26. 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.

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.

7. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, GrantWorks, 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.
8. 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 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**

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

Milestone	% of Contract Fee	% of Basic Services Fee
• Approval of Preliminary Engineering Plans and Specifications by City.	20%	\$9,940.00
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%	\$14,910.00
• Completion of bid advertisement and contract award.	20%	\$9,940.00
• Completion of construction staking.	10%	\$4,970.00
• Completion of Final Closeout Assessment and submittal of "As Builts" to City.	10%	\$4,970.00
• Completion of final inspection and acceptance by the City.	10%	\$4,970.00
Total	100%	\$49,700.00

SPECIAL SERVICES

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

Registered Surveyor	\$ 151.00
Survey Crew (2 members)	\$ 216.00
Project Engineer	\$ 180.00
Engineering Technician	\$ 91.00
Project Representative	\$ 81.00
Draftsman	\$ 68.00

The fee for all other Special Services shall not exceed a total of Ten Thousand One Hundred and No/100 Dollars (\$10,100.00). 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 _____ and No/100 Dollars (\$ _____).
2. The Firm shall be reimbursed on a monthly basis for on-site inspection services with the total of such monthly billings not to exceed Ten Thousand One Hundred and No/100 Dollars (\$10,100.00).
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. - 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 extent 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 FEMA 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 FEMA award between GrantWorks 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 FEMA award between GrantWorks 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.
 - a. The Firm and Employees. - The Firm warrants and represents that it has no conflict of interest associated with the FEMA award between GrantWorks 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 FEMA award between GrantWorks 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."
14. Equal Opportunity Clause (applicable to federally assisted construction 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 solicitations 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. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
16. Reporting Requirements - The Contractor shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).
17. 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)).
18. 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)).
19. 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)).
20. Suspension and Debarment
- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

21. Procurement of Recovered Materials

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. Access to Records. The following access to records requirements apply to this contract:

- a. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

23. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

24. Compliance with Federal Law, Regulations, and Executive Orders. - This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

25. No Obligation by Federal Government. - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

26. Program Fraud and False or Fraudulent Statements or Related Acts. - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

27. 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.

28. 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.

29. 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.

30. Verification No Boycott Israel. - As required by Chapter 2270, Government Code, the Firm 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.

31. 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.

RESOLUTION 2018-R-13

A RESOLUTION OF THE CITY OF PALACIOS, TEXAS, COMMITTING THE CITY TO PROVIDE LOCAL MATCHING FUNDS TO SECURE AND COMPLETE THE FEMA HAZARD MITIGATION CRITICAL FACILITY GENERATORS GRANT.

WHEREAS, the City has applied for FEMA Hazard Mitigation Assistance funds to provide the City with funding for critical facility generators; and

WHEREAS, the City has been allocated a \$1,414,860 distribution for Harvey CDBG-DR Infrastructure projects through the regional Method of Distribution process for which the generators are an eligible activity; and

WHEREAS, the City anticipates receiving its CDBG-DR allocation in the first quarter of 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALACIOS:

1. The City of Palacios commits to providing the 25% local share for the FEMA Hazard Mitigation Assistance critical facility generators grant project.
2. The local share will be paid from the City's Harvey CDBG-DR Infrastructure distribution if and when such funds become available to the City, pending the required citizen participation requirements.
3. Should these funds not be available for whatever reason, the City will pay its local share from the general fund.

PASSED AND APPROVED ON _____, 2018.

ATTEST:

MAYOR

CITY SECRETARY



GLEN SMITH – Mayor
 JOHNNY TRAN – Councilmember Place 1
 DONNA HARVEY SCHULMAN – 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 SPECIAL MEETING MINUTES
 July 31, 2018**

BUDGET WORKSHOP 6PM

Discuss 2018-2019 Budget- Mayor Smith called the workshop to order at 6:00 PM. City Manager David Kocurek explained the synopsis of the budget. There were no significant changes. Budget is filed in City Secretary's Office. Chip Woolf thanked the staff for not increasing taxes. He was concerned about not spending enough on street repairs, but City Manager David Kocurek explained that grant money was used for those repairs. Patricia Loving would like a written agreement between the committees for the Pavilion and also a report for the Planning Commission so they can see where grant money is being spent. Workshop adjourned at 6:35 PM

SPECIAL COUNCIL MEETING 7PM

CALL TO ORDER – Mayor 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

1. Patricia Loving reminded everyone about the Book Club celebration of Hispanic Heritage on Thursday, August 2, 2018 at 6pm at the Pavilion. She also wanted to know when the city website will be updated with the new Charter Amendments. City Secretary Clissa Mills replied that she was waiting on the updates from Franklin and they should have them in a couple of weeks.

ITEMS TO BE CONSIDERED

1. Discuss and accept the proposed 2018-2019 Fiscal Budget by City Manager
 Councilmember Lewis motioned to accept the proposed 2018-2019 Fiscal Budget
 Councilmember Crocker seconded
 There was no opposition
 With no opposition, the motion carried

2. Discuss and consider passage of a proposal to adopt a tax rate for 2018 and schedule a meeting on September 4, 2018 to adopt the tax rate.
 Mayor Smith motioned to consider passage of a proposal to adopt a tax rate for 2018 and schedule a meeting on September 4, 2018 to adopt the tax rate.
 Councilmember Erdelt seconded
 There was no opposition
 With no opposition, the motion carried
3. Discuss and consider scheduling two Public Hearings (one on August 21, 2018 and one on August 28, 2018) for citizen's comments on the proposed 2018 tax rate.
 Councilmember Tran motioned to consider scheduling two public hearings (one on August 21, 2018 and one on August 28, 2018) for citizen's comments on the proposed 2018 tax rate.
 Councilmember Crocker seconded
 There was no opposition
 With no opposition, the motion carried
4. Discuss and consider scheduling a Public Hearing on September 4, 2018 for citizen's comments on the 2018-2019 budget.
 Mayor Smith motioned to consider scheduling a public hearing on September 4, 2018 for citizen's comments on the 2018-2019 budget.
 Councilmember Tran seconded
 There was no opposition
 With no opposition, the motion carried
5. Discuss and consider action to approve the following consent agenda items:
 - a) Minutes of the July 24, 2018 Regular Council Meeting
 - b) Excuse the absence of councilmembers Erdelt and McGovern from the July 24, 2018 council meeting
 Councilmember Lewis motioned to approve the minutes of the July 24, 2018 council meeting
 Councilmember Erdelt 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)

ADJOURN

Councilmember Tran motioned to adjourn the meeting at 7:10 pm

Mayor Smith seconded

There was no opposition

With no opposition, the motion carried

Glen Smith, Mayor

Clissa Mills, City Secretary