



GLEN SMITH – Mayor
 JOHNNY TRAN – Councilmember Place 1
 DONNA HARVEY SCHULMAN – Councilmember Place 2
 MARY CROCKER – Councilmember Place 3
 TROY LEWIS – Councilmember Place 4
 WAYNE DODD – Councilmember Place 5
 STEPHEN MCGOVERN – Councilmember Place 6

**CITY OF PALACIOS
 CITY COUNCIL REGULAR MEETING AGENDA
 February 11, 2020**

Notice is hereby given of a Regular Council Meeting of the Palacios City Council to be held at 7pm on February 11, 2020, in the Council Chambers of City Hall, 311 Henderson Avenue, Palacios, TX, for the purpose of considering the following items:

REGULAR COUNCIL MEETING 7PM

CALL TO ORDER

INVOCATION – Councilmember Dodd

PLEDGE OF ALLEGIANCE – Councilmember Tran

PLEDGE TO TEXAS FLAG – Councilmember Tran

PLEDGE TO PALACIOS FLAG – Councilmember Tran

VISITOR / CITIZEN FORUM

ADMINISTRATIVE REPORTS

1. Chamber Annual Banquet – February 20, 2020
2. Notice of General Election
3. Last Day to File an Application for Place on the Ballot is Friday, February 14, 2020 by 5pm
4. Notice of Drawing for Place on Ballot is Monday, February 24, 2020 at 4pm

ITEMS TO BE CONSIDERED

1. Discuss and consider approving a lease with Palacios Community Coalition at 205 4th St, Palacios.
2. Discuss and approve the first reading of Ordinance 2020-O-1 establishing the salary of the Judge of the Municipal Court and the compensation for the Interim or Associate Judge; containing a savings clause; repealing inconsistent ordinances; and providing for the effective date thereof
3. Discuss and consider adopting Resolution 2020-R-6 Authorizing an Application to the Office of the Governor of the State of Texas for a technology update grant; authorizing the Mayor to sign and the City Secretary to attest to said grant application; designating the Mayor as the Grantee's authorized official; and providing an effective date.

4. Discuss and consider accepting the 2019 Racial Profiling Report from Police Chief, David Miles
5. Discuss and consider action to approve the following consent agenda items:
Minutes of the January 28, 2020 Regular Council Meeting
Excuse the absence of Councilmember Tran from the January 28, 2020 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 February 11, 2020 agenda of items to be considered by the City Council was posted on the City Hall bulletin board by 5:00 p.m. on February 7, 2020.

Clissa Mills

Clissa Mills, City Secretary



*Posted
2/7/2020
3pm
CM*

NOTICE OF GENERAL ELECTION
(AVISO DE ELECCION GENERAL)

To the registered voters of the City of Palacios, Texas:
(A los votante registrados de la Ciudad de Palacios, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00a.m.until 7:00 p.m. on May 2, 2020, for voting in a general election to elect a Mayor, City Council Member Place 1, City Council Member Place 2, and City Council Member Place 6.

(Por los presente, se da aviso que las casillas electorales sitiadas abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. el 2 de Mayo de 2020 para votar en la Eleccion General para elegir Alcalde, un Concejal Lugar 1, para Concejal Lugar 2, para Concejal Lugar 6.

Location(s) of Polling Places
(Direccion(es) de las Casillas Electorales)

Palacios Independent School District Administration Building, 1209 -12th Street, Palacios, TX 77465.

Early voting by personal appearance will be conducted each weekday at
(La votacion anticipada en persona se llevara a cabo de lunes a viernes en)

Palacios Independent School District, 1209 -12th Street, Palacios, TX 77465.

between the hours of 8:00 a.m. and 4:30 p.m. beginning on April 20, 2020 *(entre las 8:00 am y las 4:30 pm empezando el 20 de Abril de 2020)* and ending on

April 28, 2020 *(y se termina el 28 de Abril de 2020)*, except on the first two days of the

early voting period, on which days, April 20, 2020 and April 21, 2020, the hours for voting shall be from 7:00 a.m. until 7:00 p.m. *(excepto en los primeros dos dias de la votacion anticipada, las horas seran entre las 7:00 am y las 7:00 pm.*

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a):

Sara Trevino, Early Voting Clerk
(Sara Trevino, la votacion anticipada secretaria)
Palacios Independent School District
(El Distrito Escolar Independiente de Palacios)
1209 12th Street
Palacios, Texas 77465

Early Voting Clerk: Sara Trevino
(Votacion Anticipada Secretaria) saraht@palaciosisd.org

Deputy Early Voting Clerk: Clissa Mills
(La Diputada de Voto Anticipada) cmills@cityofpalacios.org

Applications for ballot by mail must be received no later than the close of business on April 21, 2020 (*Las solicitudes para boletas que se votaran en ausencia por correo deberan recibirse para el fin de las horas comerciales de el 21 de Abril de 2020*).

Issued this the _____ day of February, 2020.
(*Emitada este dia _____ de Febrero de 2020*).

Signature of Mayor (*Firma del Alcalde*)

Lease

Basic Terms

Date: March 1, 2020

Landlord: City of Palacios

Landlord's Address: 311 Henderson St.
Palacios, Texas 77465

Tenant: Palacios Community Coalition

Tenant's Address: 205 4th St.
Palacios, Texas 77465

Premises

Approximate square feet: 2,000

Street address/suite: 205 4th St.

City, state, zip: Palacios, Texas 77465

Legal description: N 60 feet of lots 1 & 2 (60' x 60') Block 51 of the Original Townsite of the City of Palacios in Matagorda County, Texas.

Term (months): 12 months

Commencement Date: March 1, 2020

Termination Date: February 28, 2021

Renewal: The term of this lease is one year, beginning March 1, 2020, and ending February 28, 2021, and will automatically renew annually unless either party gives written notice of termination to the other at least 30 days before any annual renewal date. Any renewal of this lease shall be under the terms described below, unless the parties agree to an amendment in writing. The agreement may be terminated at any time by either party upon delivery of written notice of termination to the other party at least thirty (30) days prior to any proposed termination date.

Rent (monthly): As its monthly rent, tenant shall pay for all utilities (electricity, water, sewer, garbage, natural gas, telephone, and security alarm system. In addition to paying monthly utilities, the tenant will pay for on-going operating maintenance to the interior of the building, and reimburse City for costs associated with insuring the building

and contents, windstorm and flood insurance.

- Security Deposit: None
- Permitted Use: Tenant will lease premises only for the purpose of operating the Palacios Community Coalition. Its mission is to work with and strengthen organizations by promoting literacy to build healthy, effective, and a prosperous community in Palacios, TX.
- Tenant's Insurance: Tenant shall obtain personal liability insurance with the City of Palacios as additional insurer. Tenant may obtain personal property insurance for their contents stored on premises.
- Landlord's Insurance: Landlord will secure insurance coverage for the leased premises and improvements, flood, windstorm, general liability through its insurance carrier in an amount not less than the fair market value of the premises.

Definitions

“Building Operating Hours” means 24 hours a day, seven days a week.

“Essential Services” means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree.

“Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Landlord” means Landlord and its agents, employees, invitees, licensees, or visitors.

“Lien holder” means the holder of a deed of trust covering the Premises.

“Parking Facility” means the facility or area described in the attached parking facility rider.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

“Tenant” means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition “AS IS.”
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (c) any rules and regulations for the Building and Common Areas adopted by Landlord.
4. Allow Landlord to enter the Premises to perform Landlord’s obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants, but only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, except holidays.
5. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear accepted. Tenant shall be responsible for servicing the air conditioning and heating system. If there are large expenses related to the AC & Heating system, the Landlord shall pay for the repairs and/or replacement and the Tenant shall reimburse Landlord 50% of such costs. If the system was not properly serviced twice annually, then the Tenant shall be responsible for the total cost of the repairs and/or replacement.
6. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord, other than emergency repairs that must be made immediately in order to maintain the operation of the city or to provide essential municipal services. In the event of emergency repairs, Tenant shall first attempt to contact Landlord at the phone number Landlord provides for emergency contact in order to allow the Landlord to provide the emergency repairs.
7. Pay for all utilities
8. Pay for Tenant’s Insurances

9. Vacate the Premises and return all keys to the Premises on the last day of the Term.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.
5. Alter the Premises without prior approval of landlord.
6. Allow a lien to be placed on the Premises.
7. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas.
3. Provide the Essential Services.
4. Repair, replace, and maintain the (a) roof, (b) foundation, and (d) exterior walls, subject to the provisions of Paragraph A.5.
5. Reimburse Tenant for expenses Tenant incurs in making emergency repairs to the items for which Landlord is responsible, such reimbursement to be based upon receipts provided by Tenant.

6. Permit Tenant, upon termination or end of this lease for any reason, to remove the telephone system and security system. Tenant will repair all damage caused by the removal of these items and will return the lease premises at the end of the lease term in substantially the same condition as it was at the beginning of the lease, ordinary wear and tear excepted.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease; however, landlord reserves the right to review the creditworthiness of sublessee and the right to object to the type of business of sublessee.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. If Tenant shall terminate or not renew the lease so that it vacates the premises prior to the agreed termination date, Tenant shall remodel the interior of the premises to a floor plan substantially similar to that of the premises prior to the remodeling performed for this lease. Tenant will not make any other alterations without Landlord's written consent.
2. *Insurance.* Tenant and Landlord will maintain the respective insurance coverage described above.
3. *Release of Claims/Subrogation.* LANDLORD, TO THE EXTENT ALLOWED BY LAW, AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL

NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.**

4. *Casualty/Total or Partial Destruction*

- a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.
- b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and if longer than ninety (90) days, give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.
- c. To the extent the Premises are not tenantable after the casualty; the Rent will be adjusted as may be fair and reasonable.

6. *Condemnation/Substantial or Partial Taking*

- a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.
- b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

8. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

9. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises either with permission of Tenant or with a court order obtained after a forcible entry and detainer action, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; or (b) terminate this lease by written notice and sue for damages. Landlord agrees that it waives its right to enter and take possession of the Premises by self-help, or to lock out Tenant or any other person who may be occupying the Premises, until the default is cured, as the premise will be used by a

governmental entity providing essential public services.

12. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

14. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term unless notice of Tenant's intent to renew has been timely sent.

15. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

16. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

17. *Venue.* Exclusive venue is in the county in which the Premises are located.

18. *Entire Agreement.* This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

19. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

21. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually

received. Any address for notice may be changed by written notice delivered as provided herein.

Palacios Community Coalition Representative

City of Palacios, Texas

By: _____

By: Glen Smith, Mayor _____

Attest:

Clissa Mills, City Secretary

ORDINANCE NO. 2020-O-1

AN ORDINANCE ESTABLISHING THE SALARY OF THE JUDGE OF THE MUNICIPAL COURT AND THE COMPENSATION FOR THE INTERIM OR ASSOCIATE JUDGE; CONTAINING A SAVINGS CLAUSE; REPEALING INCONSISTENT ORDINANCES; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

WHEREAS, the Charter of the City of Palacios at section 5.02 states that the Judge appointed by City Council to preside over the Palacios Municipal Court shall receive such salary as shall be fixed by ordinance; and

WHEREAS, Section 5.02 further states that the City Council shall appoint an interim Judge to serve as the presiding Judge in the absence or illness of the Presiding Judge, and such interim Judge shall be entitled to compensation as set by City Council; NOW THEREFORE,

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

SECTION 1: That the Judge of the Municipal Court shall receive the following compensation for service as presiding Municipal Judge: An annual salary of \$30,000.00, which shall be divided into twenty-six equal installments, and each installment paid on the regular city payday.

SECTION 2: That the interim Judge of the Municipal Court, who shall be referred to as the Associate Judge, shall receive the following compensation for service as presiding Municipal Judge in the absence of the Presiding Judge: Paid at an hourly rate of \$12.00 an hour for time actually worked, which payment will be made at the first regular City payday after the City has received the Interim Judge's time sheets.

SECTION 3: The salary or compensation approved by this ordinance shall not become effective until the first month of each judge's next term of office.

SECTION 4: If any provisions, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances and to this end all provisions of this ordinance are declared to be severable.

SECTION 5: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 6: This Ordinance shall become effective after its approval and adoption upon second and final reading.

PASSED AND APPROVED on first reading this 11th day of February, 2020.

PASSED, APPROVED AND ADOPTED on second and final reading this 25th day of February, 2020.

CITY OF PALACIOS, TEXAS

GLEN SMITH, Mayor

ATTEST:

Clissa Mills, City Secretary

APPROVED AS TO FORM:

RANDALL B. STRONG, City Attorney

RESOLUTION NO. 2020-R-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALACIOS, TEXAS AUTHORIZING AN APPLICATION TO THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS FOR A TECHNOLOGY UPDATE GRANT; AUTHORIZING THE MAYOR TO SIGN AND THE CITY SECRETARY TO ATTEST TO SAID GRANT APPLICATION; DESIGNATING THE MAYOR AS THE GRANTEE'S AUTHORIZED OFFICIAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Texas offers grants to assist governmental entities such as the City of Palacios in upgrading technology used by the City in providing services to its citizens; and

WHEREAS, the City Council of the City of Palacios has determined it is in the best interest of the City to seek such a grant from the Governor's office, which administers such grants, to upgrade the technology use by the Palacios Police Department;

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

SECTION 1: That the City Council of the City of Palacios approves applying for a Technology Upgrade Grant from the Governor's Office, a copy of which application is attached as Exhibit "A".

SECTION 2: The Mayor and the City Secretary are hereby authorized and directed to sign and attest to said grant application on behalf of the City of Palacios, and forward said application to the Governor's Office of the State of Texas.

SECTION 3: The City of Palacios agrees and assures that in the event of loss or misuse of the grant funds awarded to the City, the funds will be returned by the City to the Office of the Governor in full.

SECTION 4: The City of Palacios designates the Mayor as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

SECTION 5: That this resolution shall become effective from and after the date of its passage.

PASSED, APPROVED, and ADOPTED on this the 11th day of February, 2020.

CITY OF PALACIOS, TEXAS

Glen Smith, Mayor

ATTEST:

CLISSA MILLS, City Secretary

Racial Profiling Reporting

Tier 2

PALACIOS PD

Module(s): All
Call Type(s): All

Date Range: From 1/1/2019 To 12/31/2019

Gender

1.	782	Female		
2.	1613	Male		
			3.	2395 Total

Race or Ethnicity:

4.	107	African		
5.	184	Asian		
6.	936	Caucasian		
7.	1167	Hispanic		
8.	0	Middle Eastern		
9.	1	Native American		
			10.	2395 Total

Race or Ethnicity known prior to stop?

11.	29	Yes		
12.	2366	No		
			13.	2395 Total

Reason for stop:

14.	140	Violation of law other than traffic		
15.	84	Pre-existing knowledge (i.e. warrant)		
16.	1526	Moving Traffic Violation		
17.	645	Vehicle Traffic Violation (Equipment, Inspection or Registration)		
			18.	2395 Total

Search conducted?

19.	275	Yes		
20.	2120	No		
			21.	2395 Total

Reason for search:

(choose 1 for each search)

22.	132	Consent		
23.	19	Contraband/evidence in plain site		
24.	41	Probable cause or reasonable suspicion		
25.	55	Inventory search performed as result of towing		
26.	28	Incident to arrest/warrant		
27.	275	Total Must equal #19		

Racial Profiling Reporting

Tier 2

PALACIOS PD

Module(s): All

Call Type(s): All

Date Range: From 1/1/2019 To 12/31/2019

Contraband discovered?

28.	57	Yes
29.	218	No
30.	275	Total Must equal #19

Description of Contraband:

(choose only one)

31.	39	Illegal drugs / drug paraphernalia
32.	0	Currency
33.	5	Weapons
34.	12	Alcohol
35.	1	Stolen property
36.	0	Other
37.	57	Total Must equal #28

Arrest result of stop or search:

38.	90	Yes
39.	2305	No
40.	2395	Total

Arrest based on:

41.	38	Violation of the Penal Code
42.	54	Violation of the Traffic Law
43.	0	Violation of the City Ordinance
44.	13	Outstanding Warrant

Street address or approximate location of the stop:

45.	2309	City Street
46.	28	US Highway
47.	9	County Road
48.	34	Private Property or Other

Written warning or a citation as a result of the stop:

49.	2300	Yes
50.	95	No
51.	2395	Total

End of Year Racial Profiling Audit- PALACIOS PD

From 1/1/2019 To 12/31/2019

Ethnicity	Known Prior	Sex			Violation Type			Search Type			Disposition Type				Resident	
		Male	Fem	Unknown	Hazardous Traffic	Non-Hazardous Traffic	Investigation	No Search	Consent Search	Non-Consent Search	Arrested	Citation	Warning	Released	Yes	No
African	107	69	38	0	55	43	9	89	5	13	5	40	63	2	29	78
Asian	184	144	40	0	100	84	0	169	7	8	3	67	111	3	68	116
Caucasian	937	609	328	0	563	349	25	843	47	47	33	355	546	7	205	732
Hispanic	1168	792	376	0	643	478	45	1020	73	75	49	507	612	8	397	771
Middle Eastern	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Native American	1	1	0	0	1	0	0	1	0	0	0	0	1	0	0	1
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2397	1615	782	0	1362	954	79	2122	132	143	90	969	1333	20	699	1698

OTHER CRIMINAL INVESTIGATION

Ethnicity / Sex	Known Prior		No Search		Search Type		Disposition Type												
	#	%	#	%	Consent Search	Non-Consent Search	Arrested	Citation	Warning	Released									
African	M	8	10.1	0	0.0	3	3.7	1	1.2	4	5.0	1	1.2	1	1.2	2	2.5		
	F	7	8.8	0	0.0	3	3.7	1	1.2	3	3.7	1	1.2	5	6.3	0	0.0	2	2.5
	U	1	1.2	0	0.0	0	0.0	0	0.0	1	1.2	0	0.0	1	1.2	0	0.0	0	0.0
Asian	M	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
	F	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
	U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Caucasian	M	26	32.9	5	6.3	14	17.7	1	1.2	11	13.9	7	8.8	10	12.6	7	8.8	2	2.5
	F	12	15.1	4	5.0	6	7.5	1	1.2	5	6.3	2	2.5	6	7.5	3	3.7	1	1.2
	U	14	17.7	1	1.2	8	10.1	0	0.0	6	7.5	5	6.3	4	5.0	4	5.0	1	1.2
Hispanic	M	45	56.9	3	3.7	21	26.5	4	5.0	20	25.3	11	13.9	29	36.7	4	5.0	2	2.5
	F	35	44.3	3	3.7	14	17.7	4	5.0	17	21.5	10	12.6	23	29.1	2	2.5	1	1.2
	U	10	12.6	0	0.0	7	8.8	0	0.0	3	3.7	1	1.2	6	7.5	2	2.5	1	1.2
Middle Eastern	M	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
	F	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
	U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Native American	M	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
	F	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
	U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Unknown	M	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
	F	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
	U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Total	M	79		8	10.1	38	48.1	6	7.5	35	44.3	19	24.0	45	56.9	11	13.9	6	7.5
	F	54	68.3	7	8.8	23	29.1	6	7.5	25	31.6	13	16.4	34	43.0	5	6.3	4	5.0
	U	25	31.6	1	1.2	15	18.9	0	0.0	10	12.6	6	7.5	11	13.9	6	7.5	2	2.5

SUMMARY

Ethnicity / Sex	Known Prior		Search Type				Disposition Type											
	#	%	No Search	Consent Search	Non-Consent Search	Arrested	Citation	Warning	Released									
African	103	4.2	1	0.0	85	3.5	5	0.2	37	1.5	62	2.5	2	0.0				
M	65	2.7	0	0.0	51	2.1	4	0.1	10	0.4	5	0.2	24	1.0	37	1.5	2	0.0
F	38	1.5	1	0.0	34	1.4	1	0.0	3	0.1	0	0.0	13	0.5	25	1.0	0	0.0
U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Asian	181	7.5	0	0.0	166	6.9	7	0.2	8	0.3	3	0.1	65	2.7	110	4.5	3	0.1
M	144	6.0	0	0.0	129	5.3	7	0.2	8	0.3	3	0.1	58	2.4	80	3.3	3	0.1
F	37	1.5	0	0.0	37	1.5	0	0.0	0	0.0	0	0.0	7	0.2	30	1.2	0	0.0
U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Caucasian	1014	42.3	13	0.5	912	38.0	50	2.0	52	2.1	37	1.5	393	16.4	583	24.3	7	0.2
M	671	28.0	11	0.4	599	25.0	31	1.2	41	1.7	27	1.1	258	10.7	389	16.2	3	0.1
F	343	14.3	2	0.0	313	13.0	19	0.7	11	0.4	10	0.4	135	5.6	194	8.0	4	0.1
U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Hispanic	1096	45.7	15	0.6	957	39.9	70	2.9	69	2.8	45	1.8	472	19.6	577	24.0	8	0.3
M	734	30.6	10	0.4	621	25.9	51	2.1	62	2.5	41	1.7	327	13.6	368	15.3	4	0.1
F	362	15.1	5	0.2	336	14.0	19	0.7	7	0.2	4	0.1	145	6.0	209	8.7	4	0.1
U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Middle Eastern	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
M	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
F	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Native American	1	0.0	0	0.0	1	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	0.0	0	0.0
M	1	0.0	0	0.0	1	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	0.0	0	0.0
F	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Unknown	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
M	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
F	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Total	2396		29	1.2	2122	88.5	132	5.5	142	5.9	90	3.7	968	40.4	1333	55.6	20	0.8
M	1615	67.4	21	0.8	1401	58.4	93	3.8	121	5.0	76	3.1	667	27.8	875	36.5	12	0.5
F	781	32.5	8	0.3	721	30.0	39	1.6	21	0.8	14	0.5	301	12.5	458	19.1	8	0.3
U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0

End of Year Racial Profiling Audit

From 1/1/2019 To 12/31/2019

HAZARDOUS TRAFFIC

Ethnicity / Sex	#	%	Known	Prior	Search Type				Disposition Type									
					#	%	Consent Search	Non-Consent Search	Arrested	Citation	Warning	Released						
African	M	54	3.9	1	0.0	49	3.5	3	0.2	2	0.1	0	16	1.1	38	2.7	0	0.0
	F	20	1.4	1	0.0	18	1.3	0	0.0	2	0.1	0	5	0.3	15	1.1	0	0.0
	U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0	0.0	0	0.0	0	0.0
Asian	M	98	7.1	0	0.0	90	6.6	4	0.2	4	0.2	2	44	3.2	52	3.8	0	0.0
	F	78	5.7	0	0.0	70	5.1	4	0.2	4	0.2	2	39	2.8	37	2.7	0	0.0
	U	20	1.4	0	0.0	20	1.4	0	0.0	0	0.0	0	5	0.3	15	1.1	0	0.0
Caucasian	M	610	44.7	5	0.3	555	40.7	30	2.2	25	1.8	22	238	17.4	353	25.9	2	0.1
	F	407	29.8	5	0.3	364	26.7	21	1.5	22	1.6	18	151	11.0	242	17.7	1	0.0
	U	203	14.9	0	0.0	191	14.0	9	0.6	3	0.2	4	87	6.3	111	8.1	1	0.0
Hispanic	M	599	43.9	9	0.6	521	38.2	50	3.6	28	2.0	23	270	19.8	304	22.3	6	0.4
	F	376	27.6	4	0.2	317	23.2	34	2.4	25	1.8	21	183	13.4	173	12.7	3	0.2
	U	223	16.3	5	0.3	204	14.9	16	1.1	3	0.2	2	87	6.3	131	9.6	3	0.2
Middle Eastern	M	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0	0.0	0	0.0	0	0.0
	F	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0	0.0	0	0.0	0	0.0
	U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0	0.0	0	0.0	0	0.0
Native American	M	1	0.0	0	0.0	1	0.0	0	0.0	0	0.0	0	0	0.0	1	0.0	0	0.0
	F	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0	0.0	0	0.0	0	0.0
	U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0	0.0	0	0.0	0	0.0
Unknown	M	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0	0.0	0	0.0	0	0.0
	F	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0	0.0	0	0.0	0	0.0
	U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0	0.0	0	0.0	0	0.0
Total	1362		15	1.1	1216	89.2	87	6.3	59	4.3	47	3.4	568	41.7	748	54.9	8	0.5
M	896	65.7	9	0.6	783	57.4	62	4.5	51	3.7	41	3.0	384	28.1	476	34.9	4	0.2
F	466	34.2	6	0.4	433	31.7	25	1.8	8	0.5	6	0.4	184	13.5	272	19.9	4	0.2
U	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0



GLEN SMITH – Mayor
 JOHNNY TRAN – Councilmember Place 1
 DONNA HARVEY SCHULMAN – Councilmember Place 2
 MARY CROCKER – Councilmember Place 3
 TROY LEWIS – Councilmember Place 4
 WAYNE DODD – Councilmember Place 5
 STEPHEN MCGOVERN – Councilmember Place 6

**CITY OF PALACIOS
 CITY COUNCIL REGULAR MEETING MINUTES
 January 28, 2020**

REGULAR COUNCIL MEETING 7PM

CALL TO ORDER – Mayor Glen Smith at 7 pm

INVOCATION – Councilmember Schulman

PLEDGE OF ALLEGIANCE – Councilmember Crocker

PLEDGE TO TEXAS FLAG – Councilmember Crocker

PLEDGE TO PALACIOS FLAG – Councilmember Crocker

PROCLAMATION – Augie Roemer was elected as “Mayor for a Year” in the Lucky Strykes Dog Rescue Mayoral Race Fundraiser

VISITOR / CITIZEN FORUM

1. Dr. Bonnie Benson thanked Council for their service and wished everyone who is running for a position in the May election good luck.
2. Chip Woolf discussed the Pavilion Quarterly Report.
3. Larry Glenn discussed the airport and public records requests.

ADMINISTRATIVE REPORTS

1. Chamber Annual Banquet – February 20, 2020
2. City Manager’s Report – December 2019
3. Quarterly Pavilion Report

ITEMS TO BE CONSIDERED

1. Discuss and consider action to approve the Financial Statement as of December 31, 2019 as presented by City Treasurer, Tammy McDonald.
 Councilmember Crocker motioned to approve the Financial Statement as of December 31, 2019
 Councilmember McGovern seconded
 There was no opposition
 With no opposition, the motion carried
2. Discuss and consider action to approve the Quarterly Investment Report as of December 31, 2019 as presented by City Treasurer, Tammy McDonald.
 Councilmember McGovern motioned to approve the Quarterly Investment Report as of

December 31, 2019

Councilmember Dodd seconded

There was no opposition

With no opposition, the motion carried

3. Discuss and consider action to approve the Interlocal Agreement for Joint Election Services between the City of Palacios and Palacios ISD for the election on May 2, 2020.
Mayor Smith motioned to approve the Interlocal Agreement for Joint Election Services between the City of Palacios and Palacios ISD for the election on May 2, 2020
Councilmember Lewis seconded
There was no opposition
With no opposition, the motion carried
4. Discuss and consider adopting Resolution 2020-R-2 approving and adopting a fraud prevention and detection policy for the city and providing for the effective date thereof.
Councilmember Crocker motioned to adopt Resolution 2020-R-2
Councilmember McGovern seconded
There was no opposition
With no opposition, the motion carried
5. Discuss and consider adopting Resolution 2020-R-3 approving and reaffirming a funds balance policy for the city in accordance with GASB Statement 54 Requirements; and providing for the effective date thereof.
Councilmember McGovern motioned to adopt Resolution 2020-R-3
Councilmember Dodd seconded
There was no opposition
With no opposition, the motion carried
6. Discuss and consider adopting Resolution 2020-R-4 adopting an investment policy and providing for the effective date thereof
Mayor Smith motioned to adopt Resolution 2020-R-4
Councilmember Crocker seconded
There was no opposition
With no opposition, the motion carried
7. Discuss and consider adopting Resolution 2020-R-5 approving and authorizing the City of Palacios to donate a lightbar from a vehicle going to auction to Midfield Volunteer Fire Department.
Councilmember McGovern motioned to adopt Resolution 2020-R-5
Councilmember Dodd seconded
There was no opposition
With no opposition, the motion carried
8. Discuss and consider action to approve the following consent agenda items:
Minutes of the January 14, 2020 Regular Council Meeting
Councilmember Lewis motioned to approve the consent agenda items
Mayor Smith seconded
There was no opposition
With no opposition, the motion carried

Council adjourned for Executive Session at 7:36 pm

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) – Review applications for Municipal Court Judge

Deliberation regarding security devices (551.076)

Discuss economic development negotiations (551.087)

Council Re-convened at 7:57 pm

ACTION ON EXECUTIVE SESSION

1. Appointment of Municipal Court Judge for a term of two years
Mayor Smith motioned to appoint Robert Garrett as Municipal Court Judge
Councilmember Crocker seconded
There was no opposition
With no opposition, the motion carried
2. Discuss salary for Municipal Court Judge
Mayor Smith motioned to set the salary at \$30,000 a year for the Municipal Court Judge
Councilmember McGovern seconded
There was no opposition
With no opposition, the motion carried

ADJOURN

Councilmember Dodd motioned to adjourn the meeting at 7:59 pm

Councilmember McGovern seconded

There was no opposition

With no opposition, the motion carried

Glen Smith, Mayor

Clissa Mills, City Secretary