

1. 04-12-2016 Council Regular Agenda Packet

Documents: [04-12-2016 REGULAR COUNCIL AGENDA PACKET - COMPLETE.PDF](#)

April 12, 2016
City Council
Regular Meeting
7:00 p.m.



Julie Masters, Mayor
Charles Suderman
Bruce Henderson
Walter Wilson

AGENDA
City of Dickinson
CITY COUNCIL
REGULAR MEETING

Wally Deats, Mayor Pro Tem
Louis Decker
William H. King III
Julie M. Robinson, City
Administrator

April 12, 2016

NOTICE is hereby given of a **REGULAR MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, April 12, 2016, at 7:00 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM:
Invocation and Pledge of Allegiance.

ITEM 2.) PROCLAMATIONS AND COUNCIL COMMENTS:
A. Parkinson's Disease
B. Holy Trinity Episcopal Church Strawberry Festival
C. Child Abuse Awareness Month
D. Fair Housing

ITEM 3.) PUBLIC COMMENTS: At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, The City Council may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

A.

ITEM 4.) CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:
The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests, in which event, the item will be removed from the consent agenda and discussed after the consent agenda.

A. Approval of the Minutes of the Regular Council Meeting of March 22, 2016

B. Resolution Number XXX-2016 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A NON-REAL ESTATE DONATION AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND TROY HADAWAY FOR THE DONATION OF MEDICAL SUPPLIES, MEDICATIONS AND 6 AUTOMATIC EXTERNAL DEFIBRILLATORS VALUED AT \$13,200.00; AUTHORIZING THE**

CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

- C. Resolution Number XXX-2016 - **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING A LEASE AGREEMENT FOR 3811 DICKINSON AVENUE, DICKINSON, TEXAS 77539, FOR THE BAYOU ANIMAL SERVICES' ANIMAL CONTROL AND SHELTERING SERVICES FACILITY WITH PATRICK C. RESTIVO FOR THE PERIOD OF MARCH 1, 2016, THROUGH SEPTEMBER 30, 2016; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

OLD BUSINESS

ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Update of Public Works Projects

- A. Fiscal Year 2014-2015 Street Maintenance Sales Tax Projects [48th Street (East of Highway 3), Leonetti Lane]
- B. Eastside Drainage Project [Disaster Recovery CDBG Round 2.2: Briar Glen Subdivision Drainage]
- C. Drainage and Street Condition Issues Related To Pin Oak Drive

ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2016 - **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 6, TRANSPORTATION, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.** (Second of Three Readings)

ITEM 7.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2016 - **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, SO AS TO REZONE APPROXIMATELY +/- 0.551 ACRES, LEGALLY DESCRIBED AS ABSTRACT 78 R HALL SURVEY LOTS 1 THROUGH 8 & ADJACENT ALLEY, BLOCK 209 NICHOLSTONE 112-LC, GENERALLY LOCATED NORTH OF 28TH STREET AND EAST OF FM 1266 WITH THE ADDRESS BEING 2709 DICKINSON AVENUE, IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, FROM CONVENTIONAL RESIDENTIAL (CR) TO GENERAL COMMERCIAL**

(GC); DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Second of Three Readings)

ITEM 8.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2016 - AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, SO AS TO REZONE APPROXIMATELY +/- 0.7855 ACRES, LEGALLY DESCRIBED AS ABSTRACT 19 PERRY & AUSTIN SURVEY PART OF LOT 24, NICHOLS ADDITION DICKINSON, GENERALLY LOCATED ON THE CORNER OF DEATS AND FM 1266 WITH THE ADDRESS BEING 4010 DEATS ROAD, IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, FROM CONVENTIONAL RESIDENTIAL (CR) TO GENERAL COMMERCIAL (GC); DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Second of Three Readings)

ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2016 - AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SECTION 18-11, DEFINITIONS OF TERMS AND PHRASES, OF ARTICLE II, DEFINITIONS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO ADD A DEFINITION FOR "VACATION RENTAL"; REPEALING SECTION 18-61, DEVELOPMENT AND PERFORMANCE STANDARDS, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES; ADOPTING A NEW SECTION 18-61, DEVELOPMENT AND PERFORMANCE STANDARDS, TO ESTABLISH MINIMUM REGULATIONS FOR BED AND BREAKFAST AND VACATION RENTAL LODGING; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Second of Three Readings)

NEW BUSINESS

ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Award of Request For Proposals #1603-04 for Construction Management and Inspection Services to Project Surveillance, Inc.

ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number XXX-2016 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND PROJECT SURVEILLANCE, INC. AS CONTRACTOR FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number XXX-2016 - **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, DECLARING THE INTENTION OF THE CITY OF DICKINSON, TEXAS, TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING THE DATES, TIMES, AND PLACES FOR TWO PUBLIC HEARINGS AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICES OF SUCH PUBLIC HEARINGS; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED.**

ITEM 13.) EXECUTIVE SESSION: The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

- A. Section 551.071 – Consultation With Attorney Regarding Pending Or Contemplated Litigation Or A Matter In Which The Duty Of The City Attorney Requires To Be Discussed In Closed Meeting.
- B. Section 551.072 – Deliberation Regarding Real Property – Discussion Regarding The Purchase, Exchange, Lease Or Value Of Real Property.
- C. Section 551.074 – Personnel Matter – Discussion To Deliberate The Appointment, Employment, Evaluation, Reassignment, Duties, Discipline Or Dismissal Of The City Secretary.

ITEM 14.) RECONVENE

ITEM 15.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Matters Discussed in Executive Session.

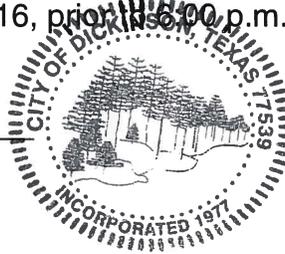
ITEM 16.) ADJOURN

CERTIFICATION

This is to certify that a copy of the Notice of the Regular City Council meeting for **TUESDAY, April 12, 2016**, was posted on the bulletin board at City Hall, 4403 Highway 3, Texas, on this the 7th day of April, 2016, prior to 5:00 p.m.

Alun W. Thomas

Alun W. Thomas, Interim City Secretary



In compliance with the Americans with Disabilities Act, the City of Dickinson will provide reasonable accommodations for disabled persons attending City Council Meetings. Requests should be received at least 24 hours prior to the scheduled meeting, by contacting the City Secretary's office at 281-337-6217, or by FAX at 281-337-6190.

City Council Meeting

CALL TO ORDER

Invocation

Given by: _____

Pledge of Allegiance

Given by: _____

Roll Call

**CITY OF DICKINSON, TEXAS
CITY COUNCIL MEETING
ATTENDANCE LIST**

**MEETING DATE April 12, 2016
Regular Meeting**

<u>MAYOR/COUNCIL</u>	<u>PRESENT</u>	<u>ABSENT</u>
MAYOR JULIE MASTERS	_____	_____
POS. 1: COUNCILMEMBER CHARLES SUDERMAN	_____	_____
POS. 2: COUNCILMEMBER BRUCE HENDERSON	_____	_____
POS. 3: COUNCILMEMBER WALTER WILSON	_____	_____
POS. 4: COUNCILMEMBER WALLY DEATS	_____	_____
POS. 5: COUNCILMEMBER LOUIS DECKER	_____	_____
POS. 6: COUNCILMEMBER WILLIAM KING	_____	_____
<u>ALSO IN ATTENDANCE:</u>		
CITY ATTORNEY David W. Olson	_____	_____
CITY ADMINISTRATOR Julie M. Robinson	_____	_____
Administrative Services Manager Stephanie Russell	_____	_____
Director of Community Dev. Zach Meadows	_____	_____
Public Works Director Kellis George	_____	_____
Library Director Vicki McAllister	_____	_____
Fire Marshal Lee Darrow	_____	_____
Management Assistant Alun Thomas	_____	_____
Police Chief Ron Morales	_____	_____
EMS Director Derek Hunt	_____	_____

Julie Masters, Mayor
Charles Suderman
Bruce Henderson
Walter Wilson

MINUTES
City of Dickinson
CITY COUNCIL
REGULAR MEETING

Wally Deats, Mayor Pro Tem
Louis Decker
William H. King III
Julie M. Robinson, City
Administrator

March 22, 2016

NOTICE is hereby given of a **REGULAR MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, March 22, 2016, at 7:00 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM:

Invocation and Pledge of Allegiance.

Mayor Masters called the meeting to order at 7:04 p.m. Pastor Sowell from Mount Olive Baptist Church gave the invocation, and Council Members led the Pledge of Allegiance. Interim City Secretary Alun Thomas called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, Mayor Pro-Tem Wally Deats, and Council Members Charles Suderman, Louis Decker, Walter Wilson, Bruce Henderson, and William H. King, III. Also present were City Administrator Julie Robinson, Administrative Services Manager Stephanie Russell, Director of Community Development Zach Meadows, and Director of Public Works Kellis George.

ITEM 2.) PROCLAMATIONS AND COUNCIL COMMENTS:

- Welcome to everyone present.
- The Optimist Club will hold an Easter egg hunt at the Dickinson ISD Administration Building on Saturday, March 26, 2016, for children ages 2-13.
- Some Council Members and City Staff attended a presentation at Dickinson ISD this morning about the District's growth. Also discussed was the introduction of a pilot STEM program, which includes 100 5th grade students at Barber Middle School and is one of 130 in the nation, and 22 in Texas to receive Honor Roll status.
- Texas Municipal League's spring meeting will be held in Sugar Land.
- The Dickinson Citizens Police Academy Alumni Association will host its annual banquet at the Knights of Columbus hall on April 2, 2016 at 6:30 p.m. Those wishing to attend should RSVP to Officer Tony Valdez. Anyone interested in attending the DCPAAA courses are encouraged to enroll.
- Thank you to everyone for their support of Officer "EJ" Juarez.

- Council Member Decker attended the first joint meeting of the Galveston County and Harris County Mayors and Councils last Thursday in Webster, and storm surge was discussed.
- Council Member Decker attended the Dickinson Bayou Watershed Partnership on Monday, and the discussion centered on the “Ike Dike” and Clean Harbor’s TCEQ permit application. Everyone is encouraged to attend the flood control meetings. The next one is on Thursday, March 31 from 6-8 p.m. at Galveston County Commissioners Court in Galveston.
- Red, White & Bayou Crawfish and Texas Music Festival is scheduled for Saturday, May 21, 2016. We are looking forward to a good turnout.
- Trash Bash is Saturday, April 2, 2016, at the boat ramp on Highway 3. Registration begins at 8:30am. All volunteers are welcomed.
- Starting at 9 p.m. tonight, and through mid-April, all northbound traffic on IH 45 will be routed to feeders every night.
- Hope that everyone had a good Spring Break.
- The City of Dickinson is partnering with the City of League City to host a County-wide Household Hazardous Waste event. The date is still to be set.
- Council Member Suderman attended Ms. Marie Gay’s funeral, who was a valued member of the Dickinson community.
- The Dickinson Little League Parade is scheduled for Saturday, April 2, at 9 a.m. The parade will take place on Highway 3.
- The Knights of Columbus have served over 2,600 people at their fish frys. There will not be one this week because of Good Friday, but the monthly fish frys will resume on April 1, from 5:00-7:30 p.m.
- Thank you to Public Works Director Kellis George for assisting Council Member King last week.

ITEM 3.) PUBLIC COMMENTS: At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, The City Council may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

Nick and Denish Patel – 3710 Gulf Freeway, Dickinson – Would like Council to carefully consider the types of hotels that are allowed in Dickinson to protect the quality of life in the city.

Vince Hoechter – 1009 Pin Oak Dr., Dickinson, Texas – The pavement on Pin Oak Drive has deteriorated, and the deep drainage ditch by his home presents a potential hazard.

Melvin Ware – 1010 Pin Oak Dr., Dickinson, Texas – Would like Oak Drive and Gill Road to be repaired.

Jenny Oakley – 1030 Shady Oak Ln., Dickinson, Texas – Submitted a petition in 2012 for the repair of Gill Road and was told that it would be repaired in 2014-2015, but it has still to be properly repaired. Also, the house at 1025 Shady Oak Lane has been vacant since 2008 and has fallen into disrepair and become a health hazard.

Kimberley N. Yancy – Director of Ministries, New Vision Baptist Church, 2311 24th St., Dickinson, Texas – Pin Oak Drive, Rodeo Bend, and Gill Road need to be repaired. New Vision Baptist Church has severe drainage issues that have not been corrected since Ms. Yancy started asking for repairs in 2013. In 2014, Ms. Yancy had asked for a streetlight on 24th Street at Highway 3, but one has not been installed. 24th Street should be widened and patched to accommodate its traffic volume.

ITEM 4.) CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:

The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests, in which event, the item will be removed from the consent agenda and discussed after the consent agenda.

- A. Approval of the Minutes of the Workshop Council Meeting of March 8, 2016
- B. Approval of the Minutes of the Regular Council Meeting of March 8, 2016
- C. Resolution Number XXX-2016 - **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ACCESS AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND CONNECT TRANSIT FOR THE PURPOSE OF SECURING ACCESS FOR CONNECT TRANSIT VEHICLES AND INSTALLATION OF BUS STOP SIGNS ON CITY PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**
- D. Resolution Number XXX-2016 - **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR COLLECTION SERVICES BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

- E. Resolution Number XXX-2016 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING SUBMISSION OF A GRANT APPLICATION FOR THE PURCHASE OF BODY WORN CAMERAS FOR THE POLICE DEPARTMENT TO THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS; AGREEING TO PROVIDE MATCHING FUNDS FOR THE PROJECT; AUTHORIZING THE MAYOR TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE GRANT PROGRAM; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Resolution Number XXX-2016 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AND ADOPTING AN AMENDED INVESTMENT POLICY FOR THE CITY OF DICKINSON AND A LIST OF QUALIFIED BROKERS THAT ARE AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS WITH THE CITY; PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

- G. Resolution Number XXX-2016 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND DATA TRANSFER SOLUTIONS, LLC AS CONSULTANT FOR PAVEMENT ASSESSMENT SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- H. Resolution Number XXX-2016 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND ARANDA BROTHERS CONSTRUCTION CO. AS CONTRACTOR FOR CITY OF DICKINSON STREET REHABILITATION 2016 FOR 35TH STREET (KANSAS AVE. TO CALIFORNIA AVE.), NEBRASKA STREET (46TH STREET TO WWTP), AND JOHNSON STREET (DEAD END NORTH OF LOBENSTEIN LN TO DEAD END SOUTH OF LOBENSTEIN LN); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- I. Resolution Number XXX-2016 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING

CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND ARANDA BROTHERS CONSTRUCTION CO. AS CONTRACTOR FOR CITY OF DICKINSON STREET REHABILITATION 2016 FOR 35TH STREET (KANSAS AVE. TO CALIFORNIA AVE.), NEBRASKA STREET (46TH STREET TO WWTP), AND JOHNSON STREET (DEAD END NORTH OF LOBENSTEIN LN TO DEAD END SOUTH OF LOBENSTEIN LN); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.

- J. **Resolution Number XXX-2016 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND MAR-CON SERVICES, LLC. AS CONTRACTOR FOR CITY OF DICKINSON STREET REHABILITATION 2016 FOR GILL ROAD (RODEO BEND DRIVE TO BESS ROAD), HOLLYWOOD STREET (TIMBER DRIVE TO S.H. 3), MARINER WAY (COMMODORE DRIVE TO BAYOU DRIVE), AND PINE OAK CIRCLE (PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- K. **Resolution Number XXX-2016 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND MAR-CON SERVICES, LLC. AS CONTRACTOR FOR CITY OF DICKINSON STREET REHABILITATION 2016 FOR GILL ROAD (RODEO BEND DRIVE TO BESS ROAD), HOLLYWOOD STREET (TIMBER DRIVE TO S.H. 3), MARINER WAY (COMMODORE DRIVE TO BAYOU DRIVE), AND PINE OAK CIRCLE (PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.**
- L. **Resolution Number XXX-2016 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND RAC INDUSTRIES, LLC. AS CONTRACTOR FOR BAYOU CHANTILLY OUTFALL REPAIR; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL**

**DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT;
AND PROVIDING AN EFFECTIVE DATE.**

Council Member Deats requested that Item 4C be pulled down for discussion. Council Member King made a motion to approve Items 4A, 4B, and items 4D through 4L. Council Member Henderson seconded the motion.

VOTE:

6 AYES (Suderman, Wilson, Henderson, Deats, Decker and King)

0 NAYS

MOTION PASSED

- C. Resolution Number XXX-2016 - **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ACCESS AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND CONNECT TRANSIT FOR THE PURPOSE OF SECURING ACCESS FOR CONNECT TRANSIT VEHICLES AND INSTALLATION OF BUS STOP SIGNS ON CITY PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

Council Member Deats said that he is not opposed to having a bus stop on City property, but he would prefer that the stop be north of the library, not in the esplanade in front of the library as proposed by this resolution.

Council Member Wilson made a motion to approve the resolution as written, and Council Member Suderman seconded the motion.

VOTE:

3 AYES (Suderman, Wilson, King and Masters)

3 NAYS (Henderson, Deats and Decker)

There being an equal number of "aye" and "nay" votes, Mayor Masters cast a tiebreaking "aye" vote in support of the resolution.

MOTION PASSED

OLD BUSINESS

- ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Update on Activities of Houston-Galveston Area Council.

Council Member King provided an update of the activities of the Houston-Galveston Area Council meeting of March 15, 2016.

ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Update of Public Works Projects

- A. Fiscal Year 2014-2015 Street Maintenance Sales Tax Projects [48th Street (East of Highway 3), Leonetti Lane]
- B. Eastside Drainage Project [Disaster Recovery CDBG Round 2.2: Briar Glen Subdivision Drainage]

Public Works Director Kellis George presented Council with an update on the status of the current Public Works projects and addressed the questions of Council.

ITEM 7.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number XXX-2016 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AUTHORIZING AND APPROVING THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS FOR THE DEVELOPMENT OF A RETAIL TRADE CENTER; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.** (Second of Two Readings)

Mayor Masters read the resolution by caption only. Council Member Suderman made a motion to approve the resolution in two readings, and Council Member Decker seconded the motion. There being no discussion, Mayor Masters called for the vote.

VOTE:
6 AYES (Suderman, Wilson, Henderson, Deats, Decker and King)
0 NAYS
MOTION PASSED

NEW BUSINESS

ITEM 8.) CONDUCT A PUBLIC HEARING CONCERNING: Proposed Chapter 6, Transportation, Of The New Comprehensive Plan Of The City of Dickinson.

Mayor Masters opened the Public Hearing at 7:46 p.m.

- A. Overview of Proposed 6, Transportation

Director of Community Development Zach Meadows provided Council with an overview of the changes that had been made to the chapter at the direction of Council.

B. Those In Favor

None.

C. Those Opposed

None.

D. Rebuttal

None.

E. Adjourn Public Hearing

Mayor Masters adjourned the Public Hearing at 7:47 p.m.

ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2016 - **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 6, TRANSPORTATION, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.** (First of Three Readings)

Mayor Masters read the ordinance by caption only. Council Member Wilson made a motion to approve the ordinance on first reading, and Council Member King seconded the motion. There being no discussion, Mayor Masters called for the vote.

VOTE:

6 AYES (Suderman, Wilson, Henderson, Deats, Decker and King)

0 NAYS

MOTION PASSED

ITEM 10.) CONDUCT A PUBLIC HEARING CONCERNING: Zoning Case ZMC-16-0205, A Request To Amend The Official Zoning Map Of The City Of Dickinson On Approximately +/- 0.551 Acres, Legally Described As Abstract 78 R Hall Survey Lots 1 Through 8 & Adjacent Alley, Block 209, Nicholstone 112-LC, Generally Located North of 28th Street and East Of FM 1266, With The Address Being 2709 Dickinson Avenue, In The City Of Dickinson, Galveston County, Texas, From Conventional Residential (CR) To General Commercial (GC).

Mayor Masters opened the Public Hearing at 7:48 p.m.

A. Staff Presentation of Zoning Case

Director of Community Development Zach Meadows presented the zoning case to the Council and advised that it is for Texas Beer Refinery's tap room. Texas Beer Refinery's opening of the tap room happened in conjunction with the City's annexation of the property. If approved, the property would be rezoned from the default zoning of Conventional Residential to General Commercial to allow the continuation of the company's operations.

B. Applicant's Statement

None.

C. Those In Favor

None.

D. Those Opposed

None.

E. Applicant's Rebuttal

None.

F. Adjourn Public Hearing

Mayor Masters adjourned the Public Hearing at 7:50 p.m.

- ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2016 - **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, SO AS TO REZONE APPROXIMATELY +/- 0.551 ACRES, LEGALLY DESCRIBED AS ABSTRACT 78 R HALL SURVEY LOTS 1 THROUGH 8 & ADJACENT ALLEY, BLOCK 209 NICHOLSTONE 112-LC, GENERALLY LOCATED NORTH OF 28TH STREET AND EAST OF FM 1266 WITH THE ADDRESS BEING 2709 DICKINSON AVENUE, IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, FROM CONVENTIONAL RESIDENTIAL (CR) TO GENERAL COMMERCIAL (GC); DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.** (First of Three Readings)

Mayor Masters read the ordinance by caption only, and Director of Community Development Zach Meadows addressed the questions of Council.

Council Member Henderson made a motion to approve the ordinance, and Council Member Suderman seconded the motion.

VOTE:

6 AYES (Suderman, Wilson, Henderson, Deats, Decker and King)

0 NAYS

MOTION PASSED

ITEM 12.) CONDUCT A PUBLIC HEARING CONCERNING: Zoning Case ZMC-16-0163, A Request To Amend The Official Zoning Map Of The City Of Dickinson On Approximately +/- 0.7855 Acres, Legally Described As Abstract 19 Perry & Austin Survey Part of Lot 24, Nichol's Addition Dickinson, Generally Located On The Corner of Deats Road and FM 1266, With The Address Being 4010 Deats Road, In The City Of Dickinson, Galveston County, Texas, From Conventional Residential (CR) To General Commercial (GC).

Mayor Masters opened the Public Hearing at 7:57 p.m.

A. Staff Presentation of Zoning Case

Director of Community Development Zach Meadows presented the zoning case to the Council and advised that the affected property was recently annexed by the City and consequently received default zoning of Conventional Residential. The property owner would like to sell the property and has requested to rezone the property to General Commercial.

B. Applicant's Statement

Mr. Glenn Finley, the property owner, advised the Council the he would like to sell the property and believes that rezoning the property to General Commercial will make the property more marketable.

C. Those In Favor

None.

D. Those Opposed

None.

E. Applicant's Rebuttal

None.

F. Adjourn Public Hearing

Mayor Masters adjourned the Public Hearing at 7:59 p.m.

ITEM 13.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2016 - **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, SO AS TO REZONE APPROXIMATELY +/- 0.7855 ACRES, LEGALLY DESCRIBED AS ABSTRACT 19 PERRY & AUSTIN SURVEY PART OF LOT 24, NICHOLS ADDITION DICKINSON, GENERALLY LOCATED ON THE CORNER OF DEATS AND FM 1266 WITH THE ADDRESS BEING 4010 DEATS ROAD, IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, FROM CONVENTIONAL RESIDENTIAL (CR) TO GENERAL COMMERCIAL (GC); DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.** (First of Three Readings)

Mayor Masters read the ordinance by caption only. Council directed the property owner to remove the fireworks stand that is currently on the property before the rezoning takes effect. There being no further discussion, Mayor Masters called for the vote.

Council Member Deats made a motion to approve the ordinance, and Council Member King seconded the motion.

VOTE:

6 AYES (Suderman, Wilson, Henderson, Deats, Decker and King)

0 NAYS

MOTION PASSED

ITEM 14.) CONDUCT A PUBLIC HEARING CONCERNING: Amending Section 18-11 Definitions Of Terms And Phrases, Of Article II, Definitions, Of Chapter 18 Zoning, Of The Code Of Ordinances Of The City Of Dickinson, Texas, To Add A Definition For "Vacation Rental" and Revising Section 18-61, Development And Performance Standards, Of Article V, Specific Uses, Of Chapter 18, Zoning, Of The Code Of Ordinances, To Establish Minimum Regulations For Bed And Breakfast And Vacation Rental Lodging Facilities.

Mayor Masters opened the Public Hearing at 8:02 p.m.

A. Staff Presentation of Proposed Definition and Regulations

Director of Community Development Zach Meadows presented the proposed regulations to the Council. If approved, the regulations would establish a mechanism for property owners that desire to operate a Bed and Breakfast or Vacation Rental Lodging Facility to then request a Specific Use Permit for such a use. The City's zoning regulations do not currently provide any definitions or regulations for these types of uses.

B. Those In Favor

Jeff Nuss, a resident of Water Street, supported approval of the regulations. Mr. Nuss owns a building at the rear of his property on Water Street that he is considering operating as a Vacation Rental property and supports the City establishing standards and regulations for such uses.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Masters adjourned the Public Hearing at 8:05 p.m.

ITEM 15.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2016 - **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SECTION 18-11, DEFINITIONS OF TERMS AND PHRASES, OF ARTICLE II, DEFINITIONS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO ADD A DEFINITION FOR "VACATION RENTAL"; REPEALING SECTION 18-61, DEVELOPMENT AND PERFORMANCE STANDARDS, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES; ADOPTING A NEW SECTION 18-61, DEVELOPMENT AND PERFORMANCE STANDARDS, TO ESTABLISH MINIMUM REGULATIONS FOR BED AND BREAKFAST AND VACATION RENTAL LODGING; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.** (First Of Three Readings)

Mayor Masters read the ordinance by caption only, and Director of Community Development Zach Meadows addressed the questions of Council.

Council Member Suderman made a motion to approve the ordinance on first reading, and Council Member Deats seconded the motion.

VOTE:

5 AYES (Suderman, Henderson, Deats, Decker and King)

1 NAY (Wilson)

MOTION PASSED

Mayor Masters recessed the regular meeting at 8:20 p.m.

ITEM 16.) EXECUTIVE SESSION: The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

A. Section 551.071 – Consultation with Attorney regarding pending or contemplated litigation or a matter in which the duty of the City Attorney requires to be discussed in closed meeting.

The City Attorney was not present for the meeting, so this item was not discussed.

B. Section 551.072 – Deliberation Regarding Real Property – Discussion Regarding the Purchase, Exchange, Lease or Value of Real Property.

C. Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of the City Administrator.

D. Section 551.087- Discuss or deliberate regarding commercial or financial information that the City of Dickinson has received from a business prospect that the City of Dickinson seeks to have locate, stay or expand in or near the City and which the City of Dickinson is conducting economic development negotiations.

The City Attorney was not present for the meeting, so this item was not discussed.

ITEM 17.) RECONVENE

Mayor Masters reconvened the regular meeting at 9:56 p.m.

ITEM 18.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Matters Discussed in Executive Session

None.

ITEM 19.) ADJOURN

Council Member Wilson made a motion to adjourn the meeting at 9:56 p.m., and Council Member Deats seconded the motion.

VOTE:

6 AYES (Suderman, Wilson, Henderson, Deats, Decker and King)

0 NAYS

MOTION PASSED

PASSED, APPROVED AND ADOPTED this the 12th day of April, 2016.

Julie Masters, Mayor

ATTEST:

Alun W. Thomas, Interim City Secretary

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE April 12, 2016

TOPIC: Resolution Number XXX-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A NON-REAL ESTATE DONATION AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND TROY HADAWAY FOR THE DONATION OF MEDICAL SUPPLIES, MEDICATIONS AND 6 AUTOMATIC EXTERNAL DEFIBRILLATORS VALUED AT \$13,200.00; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: Troy Hadaway requests to donate medical supplies, medications and 6 Automatic External Defibrillators valued at \$13,200.00 to the City of Dickinson. In accordance with the City's Donation Policy, the Donation Agreement is presented with a Resolution for Council approval.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS: • Resolution Number XXX-2016

FUNDING ISSUES Not applicable
 Not budgeted – Approval of the Resolution will result in additional assets
 Full Amount already budgeted.
 Funds to be transferred from Acct.# - -

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Alun Thomas, Management Assistant	

ACTIONS TAKEN

APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER
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RESOLUTION NUMBER XXX-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A NON-REAL ESTATE DONATION AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND TROY HADAWAY FOR THE DONATION OF MEDICAL SUPPLIES, MEDICATIONS AND 6 AUTOMATIC EXTERNAL DEFIBRILLATORS VALUED AT \$13,200.00; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dickinson, Texas, has been presented a proposed Non-Real Estate Donation Agreement by and between the City of Dickinson, Texas and Troy Hadaway for the donation of medical supplies, medications and 6 Automatic External Defibrillators valued at \$13,200.00 to the City of Dickinson (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Administrator should be authorized to execute the Agreement on behalf of the City of Dickinson and any and all documents necessary to effectuate such Agreement on behalf of the City of Dickinson.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, are hereby in all things approved.

Section 3. The City Administrator is hereby authorized to execute the Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents as shall in the judgment of the City Administrator be appropriate in order to effect the purposes of the foregoing resolution.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the 12th day of April, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Alun W. Thomas, Interim City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

David W. Olson, City Attorney
City of Dickinson, Texas

EXHIBIT “A”

TO

RESOLUTION XXX-2016

NON-REAL ESTATE DONATION AGREEMENT FORM

The Non-Real Estate Donation Agreement Form must be signed by the donor and approved by the City Council of City for donations valued in an amount equal to or greater than \$1,001.00

THIS NON-REAL ESTATE DONATION AGREEMENT ("Agreement") dated this 31 day of March, 2016 , by and between the City of Dickinson, Texas, ("Donee") and Troy Hadaway ("Donor").

For and in consideration of the mutual covenants herein set forth, it is agreed as follows:

1. I/we would like to contribute \$ _____ in cash to the City of Dickinson, Texas, with _____ restrictions _____ no restrictions. (or)
2. I/we would like to contribute the following described personal property valued at \$13200.00 to the City of Dickinson, Texas, with _____ conditions X no conditions.

Property Description: Medical Supplies, Medications and Automatic External Defibrillators (6 ea).

If this Donation is with conditions, the following conditions apply: (please specify) _____

_____.

This Agreement transfers legal title of the Donation to the City of Dickinson, Texas.

The City will notify the Donor upon approval of this Donation by the appropriate parties.

Donor Information

Name of Donor: Troy Hadaway
Address of Donor: 2915 California Ave
Dickinson, Texas 77539

Please make checks payable to the City of Dickinson.

Please return this form to the City Administrator.

DONOR HEREBY AGREES THAT I HAVE READ THE DONATION POLICY PROVISIONS OF THE CITY OF DICKINSON AND AGREE THAT THEY ARE ACCEPTABLE AND THAT THIS DONATION IS MADE WITHOUT ANY AGREEMENT

FROM THE CITY TO PROVIDE ANYTHING IN RETURN AND IS MADE WITHOUT EXPECTATION OF ANY OTHER BENEFITS FROM THE CITY.

DONOR: 

By: Troy Hadaway
Date: March 31, 2016

DONEE:
The City of Dickinson, Texas

By: _____
Title: _____
Date: _____

Date of City Council Approval for Donations Equal to or Greater Than \$1,001.00:

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE April 12, 2016

TOPIC: Resolution Number XXX-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING A LEASE AGREEMENT FOR 3811 DICKINSON AVENUE, DICKINSON, TEXAS 77539, FOR THE BAYOU ANIMAL SERVICES' ANIMAL CONTROL AND SHELTERING SERVICES FACILITY WITH PATRICK C. RESTIVO FOR THE PERIOD OF MARCH 1, 2016, THROUGH SEPTEMBER 30, 2016; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: In order to facilitate Bayou Animal Services' continued operations at its current location, City Administrator Julie Robinson negotiated and executed a 7-month Lease Agreement with Patrick C. Restivo for the current facility at 3811 Dickinson Avenue. The terms of the Agreement are essentially the same terms that the City has been operating within since taking over the service. Under the Agreement, the City of Dickinson will continue to pay Mr. Restivo a net monthly rent equal to a gross monthly rent of \$3,500 less any approved structural improvements made to the property by the City, with the net monthly rent being at least \$2,000. All other terms and conditions coincide with current operations.

 This Resolution will ratify the City Administrator's actions in executing the 7-month Lease Agreement with Patrick C. Restivo. Beginning in May, the Cities of Dickinson, Santa Fe and Clear Lake Shores will be negotiations with Mr. Restivo for a long-term lease or lease-purchase agreement for the property.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS: • Resolution Number XXX-2016

FUNDING ISSUES Not applicable.
 Not budgeted.
 Full Amount already budgeted.
 Funds to be transferred from Acct.# - -

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Alun Thomas, Management Assistant	

ACTIONS TAKEN

APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER
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RESOLUTION NUMBER XXX-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING A LEASE AGREEMENT FOR 3811 DICKINSON AVENUE, DICKINSON, TEXAS 77539, FOR THE BAYOU ANIMAL SERVICES' ANIMAL CONTROL AND SHELTERING SERVICES FACILITY WITH PATRICK C. RESTIVO FOR THE PERIOD OF MARCH 1, 2016, THROUGH SEPTEMBER 30, 2016; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 22, 2016, the City Administrator determined that it was necessary and in the best interests of the City of Dickinson and its citizens to execute a Lease Agreement for 3811 Dickinson Avenue, Dickinson, Texas 77539 for the Bayou Animal Services' animal control and sheltering services facility with Patrick C. Restivo for the period of March 1, 2016 through September 30, 2016 ("Agreement"), a copy of which is attached hereto as Exhibit "A," in order to allow Bayou Animal Services a facility from which to operate, and the City Administrator executed such Agreement; and

WHEREAS, upon review and consideration of all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Dickinson and its citizens to execute the Agreement; and (2) that the actions of the City Administrator in executing the Agreement should be ratified in all respects.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The actions of the City Administrator taken for and on behalf of the City in executing the Agreement as were in the judgment of the City Administrator appropriate in order to secure a facility from which to operate Bayou Animal Services for the City for the period of March 1, 2016 through September 30, 2016, are ratified in all respects.

Section 3. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the _____ day of April, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Alun W. Thomas, Interim City Secretary
City of Dickinson, Texas

David W. Olson, City Attorney
City of Dickinson, Texas

EXHIBIT “A”

TO

RESOLUTION XXX-2016

LEASE
3811 DICKINSON AVE.

THIS LEASE:

(The "**Lease**"), made and entered into in multiple copies as of the 22nd day of March 2016, by and between, **Patrick C. Restivo (Landlord)** and **City of Dickinson "Bayou Animal Services," (Tenant)**.

Landlord, in consideration of the rent to be paid and of the covenants and agreements to be performed by Tenant hereinafter set forth, does hereby lease unto Tenant a certain building to be known as (the "**Building**"), which is located at **3811 Dickinson Ave., Dickinson, Texas 77539** (the "**Premises**"), and being more specifically described in Exhibit "A" attached hereto the Building.

TO HAVE AND TO HOLD the said Premises unto the said Tenant, its permitted successors and assigns, for a term of **7 Months** (the "**Lease Term**"), beginning the **1** day of **March, 2016** and ending the **30** day of **September, 2016** unless sooner beginning or terminated as herein provided, to be continuously used and occupied during the term of this Lease by Tenant for the purpose of and for no other reason than operation of **Animal Control and Sheltering Services**.

The Premises are hereby leased by Landlord to Tenant and are accepted, or are to be accepted, and are to be used and possessed by Tenant upon and subject to the following terms, provisions, covenants, agreements and conditions, to wit:

1. BASE RENT:

- (a) Tenant agrees and promises to pay to Landlord at its offices (or at such other place as Landlord may designate) in lawful money of the United States of America as and for rental for the Premises Net Monthly Rent equal to a Gross Monthly Rent of \$3,500.00 less any reductions calculated in accordance with Exhibit "B" attached hereto; however, in no event shall the Net Monthly Rent fall below the Base Monthly Rent of \$2,000.00 per month in advance and without demand, on the first day of each calendar month during and throughout the state terms of this Lease. Should this Lease commence on a day other than the first day of a calendar month or terminate on a day other than the last day of a calendar month, the rent for such partial month shall be appropriately reduced. The rent for the first partial month, if any, shall be payable at the beginning of said period.

In the event any Minimum Guaranteed Rental or Additional Rental of any nature payable hereunder is not received within five (5) days after its due date for any reason whatsoever, a late charge penalty of \$50.00 shall become due. Further, if not received within ten (10) days after its due date for any reason whatsoever, an additional late charge penalty of \$10.00 per day shall become due until the rent is paid. The payment of such late charge shall not excuse, constitute forbearance of payment of any monetary obligation, or cure any default by Tenant under this Lease. In the event any check received by Landlord from Tenant in payment of any amounts payable by Tenant hereunder this Lease is returned by Tenant's bank, Tenant shall pay to Landlord a service charge of the dollar amount charged for each such check from Landlord's financial institution and the amount of \$30.00.

- (b) On the date of execution of this Lease by Tenant, a **Security Deposit** in the amount of **\$ 0.00** shall be due and payable by Tenant, to be held for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damage in case of default by Tenant. Said Security Deposit amount shall be equal to one month's rent and will be retained by Landlord until termination of this Lease, without liability or interest. Upon the occurrence of any event of default by Tenant or breach by Tenant of Tenant's covenants under this Lease, Landlord may from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of rent and/or any

damage, injury, expense or liability caused to Landlord by the event of default or breach of covenant. Any remaining balance of the Security Deposit is to be returned by Landlord to Tenant upon termination of this Lease.

- (c) On the date of execution of this Lease by Tenant, **Prepaid Rental** in the amount of \$ N/A shall be due and payable by Tenant, being an amount equal to Base Rent for the first month of the Lease Term.
- (d) The base rental shall be subject to escalation set forth in provision (5) as provided for in this Lease.
- (e) Other remedies for nonpayment of rent notwithstanding, if the monthly rental payment is not received by Landlord on or before the fifth (5th) day of the month for which rent is due, a service charge of five percent (5%) of all past due amounts owed on such date shall become due and payable, in addition to the regular rent and late fee owed under this Lease after the third time within the term of this Lease.

2. **COMPLETION OF IMPROVEMENTS AND COMMENCEMENT OF RENT:**

- (a) If for any reason the Premises are not ready for occupancy by Tenant on the date of the commencement of the term thereof, the obligations of Landlord and Tenant shall continue in full force and effect; however, in such event, the rent provided for herein shall not commence until the earlier of (i) the date the Premises are ready for occupancy by Tenant, or (ii) thirty (30) days after Landlord shall have notified Tenant in writing that the Premises are available to Tenant for the installation of Tenant's improvements to the Premises. In such event, such abatement of rent shall constitute full settlement to all claims that Tenant might otherwise have against Landlord by reason of the Premises not being ready for occupancy by Tenant on the date of the commencement of the term hereof.
- (b) Landlord will install or cause to be installed in the Premises, at Landlord's expense, the building standard improvements specified in Exhibit "B" hereto. All other or additional improvements to the Premises shall be installed at the sole cost and expense of Tenant, either by Landlord or by contractors, subcontractors or other persons selected by Tenant and approved in writing by Landlord, as Tenant shall elect.
- (c) If the subject Premises is not occupied under the terms of this Lease on or before two (2) months from the projected beginning date of the term specified herein, this Lease shall terminate and come to an end, and Landlord and Tenant shall have no further rights or obligations hereunder, except as otherwise provided for herein. In such event, abatement of rent from the projected beginning date of the term specified herein shall constitute full settlement of all claims that Tenant might otherwise have against Landlord by reason of the Premises not being ready for occupancy.

3. **ACCEPTANCE OF PREMISES AND BUILDING BY TENANT:** The taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that (i) the Premises are suitable for the purposes for which same are leased; (ii) the Building and each and every part and appurtenance thereof are in good and satisfactory condition; and that (iii) Tenant waives any defects in the Premises and its appurtenances whether latent or patent in nature and in all other parts of the Building and the appurtenances thereto. Lessor shall not be liable to Tenant or to any of its agents, employees or invitees for any damage to persons or property due to the Building or any part or appurtenance thereof being improperly constructed or being or becoming out of repair or arising from the leaking of gas, water, sewer, steam pipes, electricity or otherwise.

4. **SERVICES:** Landlord shall bear no cost for water, electricity, telephone, cable, trash or any other utility costs or charges used by Tenant during the term of this Lease. Tenant shall bear the all cost of such services. Tenant, shall bear the entire cost of routine maintenance, janitorial service, and pest control services and shall contract directly with said service providers for such services.

Failure by Landlord to any extent to furnish these defined services, or any cessation thereof, resulting from causes beyond control of Landlord shall neither render Landlord liable in any respect for damages to either person or property, be construed as an eviction of Tenant, work or an abatement of rent nor relieve Tenant from fulfillment of any covenant in this Lease.

Tenant shall have no claim for rebate on account of any interruption in service

5. **RENTAL ESCALATION:** For the Lease Term, in the event the Taxes and or Insurance Expenses shall increase (as defined below) of Landlord upon the land and Building, including parking area, of which the Premises are a part shall, in any calendar year during the term of this Lease, Landlord agrees to provide written notice to Tenant of such increase within ten (10) days of becoming aware of such increase. The notice shall include a computation of the additional rent in reasonable detail. In the event that Landlord determines it is necessary to increase Tenant's rent as a result of any increases in Taxes or Insurance Expenses, Landlord and Tenant will mutually agree upon any additional rent to be paid by Tenant under this Lease Agreement, and such agreement shall not be unreasonably withheld.

In the event this Lease is extended by Tenant pursuant to Section 17 below and the Taxes and or Insurance Expenses of Landlord upon the land and Building, including parking area, of which the Premises are a part shall increase (as defined below) in any calendar year during the hold over term of this Lease, Tenant agrees to pay as addition rent the amount of such increase to Landlord. Landlord shall, within three (3) months preceding the close or within any calendar year for which additional rent is due under this paragraph, give written notice thereof to Tenant, provided, however, Landlord may, within thirty (30) days prior to the termination of this Lease during a hold over period, estimate Tenant's Taxes and or Insurance Expenses for that calendar year, and Landlord shall give written notice of the addition rent to Tenant. The notice shall include a computation of the additional rent, in reasonable detail, and Tenant agrees to make payment of the additional rent to Landlord within ten (10) days following receipt of such notice.

The term "**Expenses**" as used above includes Landlord's cost of providing all real property taxes which accrue against the Premises during the term of this Lease, as well as all insurance premiums Landlord is required to pay or deems necessary to pay, including public liability insurance, with respect to the Premises. If an increase in the fire and extended coverage insurance premiums paid by Landlord for the Building in which Tenant occupies space is caused by Tenant's use and occupancy of the Premises, or if Tenant vacates the Premises and causes an increase in such premiums, then Tenant shall pay as additional rental the amount of such increase to Landlord.

6. **USE AND OCCUPANCY:** Tenant agrees that the Premises shall be used and occupied by Tenant only as business stated by the tenant for the purpose of **Animal Control and Sheltering Services** and for no other reason and Tenant agrees to use and maintain the Premises in a clean, careful, safe and proper manner, and to comply with all applicable laws, ordinances, orders, rules and regulations of all governmental bodies (State, Federal and Municipal). Tenant agrees to pay, on demand, for any damage to the Premises or to any other part of the Building caused by any negligence or willful act or any misuse or abuse (whether or not any such misuse or abuse results from negligence or willful act) by the Tenant or any of its agents, employees or invitees or any other person not prohibited, express or implied by Tenant, from entering upon the Premises. Tenant agrees not to use or to allow or permit the Premises to be used for any purpose prohibited by any law of the United States or the State of **Texas** or by any ordinance of the **City of Dickinson, Texas**; and Tenant agrees not to commit waste or suffer or permit waste to be committed, or allow or permit any nuisance on or in the Premises. Tenant will not occupy or use nor permit any portion of the Premises hereunder to be occupied or used for any business or purpose, which is deemed to be disreputable in any manner. At the termination of this Lease, whether by lapse of time or otherwise, Tenant shall deliver the Premises to Landlord in as good condition as the same are as of the date of the taking of possession thereof by Tenant, ordinary wear, tear only excepted, and upon such termination of this Lease, Landlord shall have the right to reenter and resume possession of the Premises. Tenant will conduct its business and occupy the Premises and will control its agents, employees, contractor, subcontractor and invitees in such a manner so as not to create any nuisance or interfere with, annoy or disturb the Landlord in its management of the Building. Tenant shall not use the Premises or allow or permit same to be used in any way or for any purpose that Landlord may deem to be extra hazardous on account of the possibility of fire or other casualty, or which will increase the rate of fire or other

insurance for the Building or its contents or in respect to the operation of the Building, or which may render the Building uninsurable at normal rates by responsible insurance carriers authorized to do business in the State of Texas, or which may render void or voidable any insurance on the Building. In the event that, by reason of Tenant's acts or conduct of business, there shall be an increase in the rate of insurance on the Building or contents, then Tenant hereby agrees to pay such increase.

7. **ASSIGNMENT AND SUBLETTING:** Tenant shall not, without the prior written consent of Landlord in Landlord's sole and absolute discretion, assign this Lease, and without the prior written consent of Landlord, Tenant shall not sublet the Premises in whole or in part. In the event that Tenant assigns or sublets this Lease Agreement without prior written consent of Landlord, Tenant shall pay Landlord **One Thousand Dollars (\$1,000.00)** for Landlord's administrative costs (the "Administrative Fee") and shall reimburse the Landlord for all out-of-pocket expenses (including, without limitation, reasonable attorney's fees) incurred in connection with processing any proposed assignment or sublease; the Administrative Fee shall be payable by Tenant to Landlord together with Tenant's written request for Landlord's consent to the assignment, transfer or sublease and shall be non-refundable, whether or not Landlord grants or denies its consent. If such payment does not accompany Tenant's request, then Landlord shall have the right to treat the request as null and void and improperly delivered. If Landlord and Tenant execute another Lease or Lease-Purchase Agreement for the Premises on or before September 30, 2016, then the subsequent Lease or Lease-Purchase Agreement shall supersede this Lease, and Tenant shall not be responsible for any additional costs associated with the assignment or transfer of this Lease Agreement to the subsequent Lease or Lease-Purchase Agreement.
8. **ALTERATIONS AND ADDITIONS BY TENANT:** Tenant shall make no alterations or additions to the Premises without the prior written consent of Landlord in Landlord's sole and absolute discretion, and all alterations, additions and improvements made to or fixtures or other improvements placed in or upon the Premises by either party (except only movable office furniture and equipment not attached to the Building) shall be deemed a part of the Building and the property of Landlord at the time same are placed in or upon the Premises, and same shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease.
9. **INSPECTION AND REPAIRS:** Landlord shall have the right at any time to enter the Premises for the purpose of examining and inspecting the same and to make such repairs, additions or alterations as Landlord may deem necessary or proper for the safety, improvement or preservation of the Premises or of the Building. Landlord shall have the right at any time to make such alterations or changes in other portions of the Building, as it may deem necessary or desirable, so long as such alterations or changes do not unreasonably interfere with the use and occupancy by Tenant of the Premises. Tenant shall, at its expense, maintain and repair the Premises (including, without limitation, the glass, the exterior and interior portions of all doors and door frames, all locks and closing devices, all plumbing, drainage, sewage facilities within or serving the premises, all fixtures, interior walls, floors, ceilings, signs, appliances and equipment in the Building, and all wiring, electrical systems, utility meters, pipes, conduits and air conditioning/heating/ventilating systems located in or serving the Building and the Premises) and mow the front ditches and grass area directly adjacent to the building, and otherwise keep the Building and the Premises in clean condition and in good order and repair. Tenant shall, at its own cost and expense, promptly repair or replace any damage or injury done to the Premises or any other part of the Building by Tenant or its agents, employees or invitees, and if Tenant shall fail to make such repairs or replacements promptly, or at least within fifteen (15) days of the occurrence of the damage or injury, Landlord may, at its option, make such repair or replacement, and the cost incurred by Landlord thereby shall constitute a demand obligation owing by Tenant to Landlord from the date of payment by Landlord.
10. **LIABILITY OF LANDLORD:** Landlord shall not be liable, except in the event of gross negligence or willful misconduct, to Tenant or any of its agents, employees contractor, subcontractor, servants or invitees for any damage to person or property due to the condition or design or any defect in the Building or its mechanical systems and equipment which may exist or occur, and Tenant, with respect to itself and its agents, employees contractor, subcontractor, servants and invitees, hereby expressly assumes all risks of damage to person or property by

reason of the present or future condition of the Premises or the Building. Tenant at Tenant's expense shall carry Liability Insurance equal to **\$1,000,000.00 (One Million Dollars)** or greater if required. Tenant shall show proof of Insurance annually by providing to Landlord a copy of proof of Insurance and any changes that will affect Landlord.

11. **INDEMNITY LIABILITY:** To the extent allowed by law, Tenant will indemnify and save harmless Landlord of and from all fines, suits, claims, demands, and actions of any kind by reason of any breach, violation or nonperformance of any condition hereof on the part of Tenant; and Tenant is familiar with said Premises, acknowledges that same are received by him in a good state of repair, accepted in condition which they are now, and Tenant accepts said Premises as suitable for the purposes for which same are leased.
12. **CONDEMNATION:** If the whole, or substantially the whole, of the Building or of the Premises shall be lawfully condemned or taken in any manner for any lawful purpose, this Lease shall, at the option of either Landlord or Tenant, cease and terminate as of the date of taking of possession for such purpose. If less than the whole, or substantially the whole, of the Building or the Premises shall be so condemned, the Landlord, whether or not the Premises be affected may, at its option, terminate this Lease as of the date of the taking of possession for such purpose by notifying Tenant in writing of such termination. If upon any such condemnation this Lease shall continue in force as to any part of the Premises, the rent payable hereunder shall be diminished by an amount representing that part of said rent as shall properly be applicable to the portion of the Premises which was so condemned or taken, and Landlord shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Premises to substantially their former condition to the extent that the same, in Landlord's judgment, may be feasible. Landlord shall be entitled to receive the entire award in any condemnation proceedings, including any award for the value of any unexpired term of this Lease.
13. **INSOLVENCY OR BANKRUPTCY OF TENANT:** In the event (i) Tenant makes a voluntary assignment for the benefit of creditors, or (ii) a receiver is appointed for Tenant or of any substantial portion of Tenant's assets, or (iii) a court of competent jurisdiction adjudicates Tenant to be a bankrupt, and such adjudication becomes final, or (iv) Tenant makes an application to be adjudicated a bankrupt or seeks any arrangement of its debts, then at the option of Landlord, exercised by Landlord giving to Tenant five (5) days written notice, this Lease shall come to an end, and Landlord, in addition to any and all rights and remedies allowed by law and equity, shall upon such termination be entitled to recover damages in an amount equal to the present value of the rent reserved in this Lease for the entire residue of the stated term hereof, less the fair rental value of the Premises for the residue of the stated term hereof, and neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or order of any court shall be entitled to possession of the Premises, but shall forthwith quit and surrender the Premises to Landlord.
14. **DEFAULT BY TENANT:** Should default be made by Tenant in the payment of any installment of the rent when due and payable and such default shall continue for ten (10) days, or should default be made by Tenant in the keeping or performance of any other term, condition, covenant or agreement herein provided on the part of Tenant, Landlord shall give Tenant notice of such default and thirty (30) days to cure such default. After the expiration of the thirty (30) day cure period, if Tenant has failed to cure such default, Landlord may without notice to Tenant, thereupon reenter and resume possession of the Premises and remove Tenant and Tenant's property there from and, at its option, Landlord may either terminate this Lease or, without terminating it, lease the Premises for the account of Tenant, and Landlord, in addition to all other remedies available to it, may take possession of all furniture, fixtures and other property in or on the Premises and sell the same at public or private sale, with notice in accord with Texas Rules of Civil Procedure, in whole or in part, without filing suit or obtaining any execution order or decree, to the highest bidder for cash, with or without said property being present at said sale, and apply the proceeds thereof first to the payment of the costs and expense incurred by Landlord in taking and removing said property and holding said sale; next to the payment of the rents and other amounts then owing by Tenant to Landlord and the balance, if any remains, shall be paid by Landlord to Tenant. Tenant agrees to make good any deficiency and expressly releases Landlord from any and all claims that might exist by reason of such termination or removal. Should default be made by Tenant and the period for Tenant to cure has expired, Landlord may on the other hand, should it so desire, without reentering or resuming

possession of the Premises and without terminating this Lease, enforce by all proper and legal suits and other means, its rights hereunder, including the collection of rent. Should it be necessary for Landlord to take any legal action hereunder, Tenant shall pay Landlord all reasonable attorney's fees and court costs so incurred. All rights and remedies of Landlord under this Lease shall be cumulative, and none shall be exclusive of any other and, especially, shall no remedy for the recovery of rent in arrears be affected by any remedy herein provided for. Waiver of any default hereunder shall not operate to waive or in any manner affect any subsequent default hereunder. Nothing in this paragraph or elsewhere contained shall ever be construed as in any way denying to Landlord the right in the case of abandonment or vacation (for a period in excess of five (5) days) of the Premises by Tenant to treat the same as an entire breach of this Lease, with Landlord having the right to recover from Tenant for an entire breach of this Lease.

15. **LIEN FOR RENT:** The Tenant hereby grants unto Landlord an express contractual lien upon all property of Tenant now or hereafter placed in or upon the Premises, except such part of such property as may be exchanged, replaced or sold from time to time in the ordinary course of Tenant's operation or trade, and all such property shall be and remain subject to such lien of Landlord, subject to judicial foreclosure in accordance with the applicable laws of the State of **Texas**, to secure Landlord in the payment by Tenant of all rent and other sums herein agreed and provided to be paid by Tenant to Landlord hereunder. Such express lien shall be in addition to and cumulative of the Landlord's lien provided by the laws of the State of **Texas**.

In addition to the statutory Landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all Rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss that Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be situated on the Premises, and all proceeds there from, and such property of Tenant may not be removed without the consent of Landlord until all arrearages in Rentals as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant.

Upon the occurrence of an Event of Default by Tenant and after the period for Tenant to cure such Default has expired, Landlord may, in addition to any other remedies provided herein, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease at least seven (7) days before the time of sale. Any sale made pursuant to the provision of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five (5) consecutive days before the date of the sale. Landlord or its assigns may purchase any or all of same at said public or private sale, unless otherwise prohibited by law. The proceeds from any such private or public sale, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted Landlord in this Article 22. Any surplus shall be paid to Tenant or as otherwise required by law; Tenant shall promptly pay any deficiencies.

16. **ABANDONED PROPERTY:** All of Tenant's fixtures and personal property not promptly removed by Tenant from the Premises at the termination of this Lease or within ten (10) business days from the date of termination, whether termination shall occur by the lapse of time or otherwise, shall thereupon be conclusively presumed to have been abandoned by Tenant.
17. **HOLDING OVER BY TENANT:** Should Tenant continue to hold the Premises after the termination of this Lease, whether the termination occurs by lapse of time or otherwise, Tenant shall pay to Landlord as liquidated damages for each month of such holding over one and one-half (1½ times) the amount of the monthly installments of rent hereinabove provided for; which amounts shall be due and payable in advance on the first day of each calendar month. During such time as Tenant shall continue to hold the Premises after the termination hereof, such holding over shall be a tenancy from month to month, and Tenant shall be regarded as a tenant from month to month, subject however, to all of the terms, provisions, covenants and agreements on the part of Tenant hereunder. No payments of money by Tenant to Landlord after the termination of this Lease or after the giving of any notice by Landlord to Tenant shall reinstate, continue or extend the term of this Lease or affect any notice given by Landlord to Tenant, and no extension of this Lease shall be valid unless and until the same shall be reduced to writing and signed by both Landlord and Tenant.
18. **NO IMPLIED WAIVER:** No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing, signed by Landlord.
19. **SUBORDINATION; ATTORNMENT:** Tenant accepts this Lease subject to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Premises or the Building as a whole, and to any renewals and extensions thereof (hereinafter collectively called "**Mortgage**"). Tenant agrees that any such mortgagee shall have the right at any time to subordinate such Mortgage to this Lease; provided, however, notwithstanding that this Lease may be (or made to be) superior to the Mortgage, the provisions of the Mortgage relative to the rights of the mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and/or arising from insurance payable by reason of damage or destruction of the Premises shall be prior and superior to any contrary provisions contained in this instrument. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any Mortgage, and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request.

At any time when the holder of an outstanding Mortgage has given Tenant written notice of its interest in this Lease, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such Mortgage shall have received written notice of such default and a reasonable time for curing such default thereafter shall have elapsed.

Tenant covenants and agrees to attorn to any mortgagee who succeeds to Landlord's interest in and to the Premises, and in that event, this Lease shall continue as a direct lease between Tenant herein and such mortgagee. In any case, such mortgagee shall not be bound by any prepayment on the part of Tenant of any rent for more than one month in advance, so that rent shall be payable under this Lease in accordance with its terms, as if such prepayment had not been made.

This Lease and all rights of Tenant hereunder are further subject and subordinate, to the extent that the same relate to the Premises, to all applicable ordinances of the City of **Dickinson, Texas**, relating to easements, franchises and other interests or rights upon, across or appurtenant to the Building or any of the land upon which the Building is situated.

20. **RULES AND REGULATIONS:** Tenant covenants and agrees that it will comply with the rules and regulations attached hereto as Exhibit "C", same being expressly made a part hereof, as well as all reasonable changes and additions that may at any time be agreed upon by Landlord and Tenant for the operation and protection of the Building and the protection and welfare of its Tenant, Landlord expressly reserves the right at any time to make such reasonable changes in and additions to such rules and regulations to address any situation that could be detrimental to the Property or the Building, provided however, that same shall not become effective and a part of this Lease until reduced to writing and executed by Landlord and a copy thereof shall have been delivered.

21. **AMENDMENT:** It is agreed between Landlord and Tenant that no amendment or modification of this Lease shall be valid or binding unless expressed in writing, executed by both of the parties hereto. In addition, no provision of this Lease shall be altered, waived, amended, or extended except in writing, executed by both Landlord and Tenant.
22. **MECHANIC'S AND MATERIALMAN'S LIENS:** Tenant shall cause to be discharged within ten days after the filing thereof, any general contractor's mechanic's or materialman's lien that may be filed against the Building, or any part thereof, on account of any work claimed to have been performed at the request or for the account of Tenant or any materials claimed to have been furnished to, at the request of or for the account of Tenant.
23. **AUTHORITIES FOR ACTION AND NOTICES:** Landlord may act in respect to any matter arising under this Lease of the Building, and any notice given by Tenant to Landlord hereunder, in order to be effective and binding, must be in writing and sent to Landlord or it's Agent at the address set out below, with a copy of said notice sent to the Landlord of the Building at the address set out below, which notice shall be sent by United States certified mail, with adequate postage prepaid, addressed to the parties at the respective addresses set out below, or to such other person and/or other address as Landlord may designate by written notice to Tenant. Any notice given by Landlord to Tenant hereunder, in order to be effective and binding, must be in writing and personally delivered or sent by United States certified mail, with adequate postage prepaid, addressed to Tenant at the Premises.
24. **NOTICE:** (a) All rentals and other payments required to be made by Tenant shall be made payable to Landlord and sent to 3809 Dickinson, Dickinson, Texas 77539, or at any other address Landlord may specify from time to time by written notice delivered to Tenant.

(b) All payments required to be made by Landlord to Tenant shall be payable to Tenant at the address set forth in Article 24(c) or at any other address within the United States as Tenant may specify from time to time by written notice.

(c) Any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set out below:

LANDLORD:

Patrick C. Restivo
3809 Dickinson Ave.
Dickinson, Texas 77539

TENANT:

City of Dickinson "Bayou Animal
Services"
Attn: City Administrator
4403 Highway 3
Dickinson Texas 77539

25. **QUIET ENJOYMENT:** Landlord agrees to warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the term of this Lease, provided Tenant (i) pays, as when due and payable, the rent payable hereunder, and (ii) keeps and fulfills all of the terms, covenants, agreements and conditions on its part hereunder.
26. **ACCEPTANCE OF LANDLORD:** ___ Landlord's signature will be sufficient to constitute the acceptance of the Landlord.
27. **LANDLORD'S CONSENT, APPROVAL, OR WAIVER:** Any consent, approval or waiver by Landlord under this Lease, except as expressly provided otherwise, may be withheld by Landlord in its sole and absolute discretion for any reason.
28. **PARKING:** Tenant and Tenant's employees and customers shall have the right to utilize the parking area located in the front of the Tenant's Building known as 3811 Dickinson Ave. and the parking area in the rear of the Building. In no event shall any cars be permitted to park in such areas overnight except for vehicles utilized by Tenant in the operation of its business

designated to park overnight. The parking in front of the small building known as 3809 Dickinson Ave. on the Property shall be for that building only. Landlord may from time to time change the arrangement or layout of or relocate the parking areas that are the responsibility of Tenant (in front of and behind Building) and the common driveways, if any within or serving the Premises, and any such changes shall be mutually agreed upon by Landlord and Tenant. Tenant agrees that the designated handicapped parking currently on the Property shall not be relocated without express approval from Landlord.

Overnight parking of any unauthorized vehicles of Tenant and/or Tenant's employees is not permitted. Tenant shall, within five (5) days after demand by Landlord, provide Landlord a list of Tenant and Tenant's employees' vehicle license plate numbers. If Tenant or any of Tenant's employees fails to park its vehicles in designated parking areas (if any are so designated), Landlord may give Tenant written notice of such violation. If Tenant does not cause such violation to cease within twenty-four (24) hours of such notice, Tenant shall pay to Landlord amount equal to thirty dollars (\$30.00) per day per violating vehicle, calculated from and including the day on which Landlord's notice to Tenant is provided and including the day when all violations by Tenant and/or Tenant's employees cease. If, from time to time after Tenant cures such violation, Tenant or any of Tenant's employees violates this Section 28, Landlord need not give Tenant any further notice of violations, and the \$30.00 per day per violating vehicle charge shall commence against Tenant for each violating vehicle immediately upon such further violation and shall run until such violation ceases. All amounts due under this Section 28 shall be payable within five (5) days of Landlord's demand. Tenant hereby authorized Landlord to attach notices to all violating vehicles belonging to Tenant and/or Tenant's employees and to cause any violating vehicle to be towed or hauled away from the Premises. Tenant shall notify each of its employees of the provisions of this Section 28 prior to the commencement of employment of that person.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate counterparts as of the day and year first above set forth.

Date: 22 / MAR / 2016

LANDLORD:


Patrick C. Restivo

TENANT:

City of Dickinson "Bayou Animal Services,"

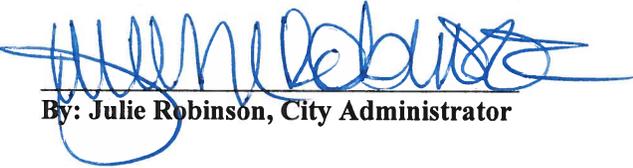

By: Julie Robinson, City Administrator

EXHIBIT "A"

LEGAL DESCRIPTION

Building located at 3811 Dickinson Ave. an approximately 7,000 Sq.ft. building with front sharing parking and rear parking area.

EXHIBIT "B

STRUCTURAL IMPROVEMENTS TO PREMISES

Re: Lease space commonly known as **3811 Dickinson Ave., Dickinson, Texas 77539**, in the city of **Dickinson, Texas**, between **Patrick C. Restivo (Landlord)** and **City of Dickinson "Bayou Animal Services" (Tenant)**.

Structural Improvements to Premises. Any proposed structural improvements to the Premises shall be submitted to Landlord for approval prior to Tenant commencing such improvements. Tenant will furnish any estimates and invoices for proposed structural improvements to Landlord for prior approval at his discretion. Tenant will not undertake any structural improvements to the Premises without approval of Landlord. Tenant shall comply with all City, County, State and Federal codes for any and all structural improvements to the Premises. Landlord will conduct a final inspection of any approved structural improvements to the Premises within five (5) days after receipt of notification by Tenant that the structural improvements have been completed.

If prior approval is received, Tenant may deduct the cost of such approved structural improvements to the Premises from the Gross Monthly Rent; however, such Rent shall not fall below the Base Monthly Rent of \$2,000 per month.

EXHIBIT "C"

BUILDING RULES AND REGULATIONS

1. Sidewalks, doorways, halls, stairways and other similar areas shall not be obstructed by Tenant or used by any Tenant for any purpose other than ingress and egress to and from the Premises and for going from one to another part of the Building.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed. Tenant shall pay damage resulting to any such fixture or appliance from misuse by Tenant, and Landlord shall not in any case be responsible thereby.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or any other part of the Building except of such color, size and style and in such places as approved by Landlord. No nails, hooks, or screws shall be driven or inserted in any part of the Building unless approved by Landlord nor shall Tenant deface any part of the Building.
4. Landlord shall provide all locks for doors in Tenant's Premises, and no additional lock shall be installed on any door of the Premises without Landlord's prior written consent. Landlord shall furnish to Tenant a reasonable number of keys to the locks on the doors of Tenant's Premises, and any duplicate keys made will be at Tenant's expense.
5. Tenant will refer all contractors, contractors' representatives, and installation technicians rendering service to them to Landlord for Landlord's supervision, approval, and control before the performance of any contractual services. This provision shall apply to all work performed in the Building including, but not limited to, installations of telephones, fax equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building.
6. Movement in or out of the Building of normal furniture or office equipment, merchandise or materials by Tenant does not require pre-approval by Landlord. In the event that Tenant needs to move or receive any unusually bulky furniture, equipment, material, or merchandise throughout the Building, Tenant shall notify Landlord of such need, and Landlord and Tenant shall mutually agreed upon the conditions under which such activity shall occur. Tenant is to assume all risks as to the damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for a Tenant from time of entering property to completion of work. Landlord shall not be liable for acts of any person engaged in or any damage or loss to any of said property or persons resulting from any acts in connection with such service performed for Tenant.
7. Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment, which shall in all cases to distribute weight, stand on supporting devices approved by Landlord. All damages done to the Building by taking in or putting out any property of a Tenant, or done by a Tenant's property while in the Building, shall be repaired at the expense of such Tenant.
8. Tenant shall notify Landlord when heavy equipment are to be taken in or out of the Building and the moving shall be done under the supervision of Landlord, after written permission from Landlord. Persons employed to move such property must be acceptable to Landlord.

9. Tenant shall keep the Premises neat and clean. Landlord shall in no way be responsible to Tenant, their agents, employees, or invitees for any loss of property from the Premises or public areas or for any damages to any property thereon from any cause whatsoever.
10. No machinery of any kind shall be operated by Tenant in its Premises without the prior written consent of Landlord, nor shall any Tenant use or keep in the Building inflammable or explosive fluid or substance.
11. No portion of any Tenant's Premises shall at any time be used or occupied as sleeping or lodging quarters for human beings except in the case of an emergency that requires Tenant's personnel to be on-site to assist with Tenant's provision of animal control and sheltering services.
12. Landlord will not be responsible for lost or stolen personal property, money, or jewelry from Tenant's Premises or public areas regardless of whether such loss occurs when area is locked against entry or not.

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE April 12, 2016

TOPIC: Ordinance Number XXX-2016

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 6, TRANSPORTATION, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

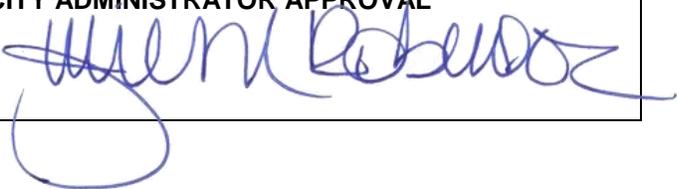
BACKGROUND: **(This is the second of three readings.)**

On Tuesday, March 22, 2016, City Council held a public hearing on the Proposed Chapter 6, Transportation, of the new Comprehensive Plan, and it was approved on first reading. This is the second reading of the ordinance that would formally adopt the Proposed Chapter 6, Transportation, as a chapter of the new Comprehensive Plan.

RECOMMENDATION: Staff recommends approval of the Ordinance.

ATTACHMENTS: • Ordinance Number XXX-2016

FUNDING ISSUES Not applicable
 Not budgeted
 Full Amount already budgeted.
 Funds to be transferred from Acct.# - -

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Zachary Meadows, Director of Community Development	

ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	

ORDINANCE NUMBER XXX-2016

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 6, TRANSPORTATION, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Chapter 6, Transportation, of the new Comprehensive Plan, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and finds that it provides a framework for planning and guiding continued maintenance and the development of new thoroughfare options and enhancements within the City; and

WHEREAS, the City Council finds that it is in the public interest, health, safety and general welfare to adopt such Chapter 6, Transportation, of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Chapter 6, Transportation, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted as Chapter 6, Transportation, of the Comprehensive Plan of the City of Dickinson.

Section 3. All provisions of the ordinances of the City of Dickinson in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Dickinson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 4. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of

the City of Dickinson, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. This Ordinance shall become effective upon final reading and adoption of this Ordinance, in accordance with law.

DULY PASSED AND APPROVED on first reading this the 22nd day of March, 2016.

DULY PASSED AND APPROVED on second reading this _____ day of April, 2016.

DULY PASSED, APPROVED, AND ADOPTED on third and final reading this ___ day of _____, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Alun Thomas, Interim City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

David W. Olson, City Attorney
City of Dickinson, Texas

EXHIBIT “A”

TO

ORDINANCE XXX-2016

Chapter 6 Transportation

This chapter of the Comprehensive Plan provides an efficient and structured framework for planning and guiding the rational and orderly development of the City of Dickinson's thoroughfare system, including Interstate Freeways, Minor Arterials-Major Roads, Major Collector-Frontage Roads, and Local Streets, to accommodate future growth and development. It works in concert with the Future Land Use Plan and includes an overview of existing transportation facilities and services, analyses of travel characteristics and development of the thoroughfare system plan for the City of Dickinson. It encompasses the same geographic area, the City limits and Extraterritorial Jurisdiction ("ETJ"), as other elements of the Comprehensive Plan. In addition to recommendations by the City of Dickinson, this Chapter also incorporates information and recommendations from two planning studies, the Farm to Market Road 517 and State Highway 3 Access Management Plan ("AMP"), and the City of Dickinson Park & Ride and Pedestrian/Transit Access Master Plan ("PTMP") that were completed for the City of Dickinson and contain a host of goals and recommendations that are summarized in this chapter.

Existing Conditions

Authority for Planning and Regulation of Thoroughfares

Under the provisions of Article XI, Section 5, of the Texas Constitution, and Title 7, Chapter 212 of the Texas Local Government Code, the City of Dickinson may require that development plans and subdivision plats must conform "...the general plan of the municipality and its current and future streets..." and, "...the general plan for extension of the municipality and its roads, streets, and public highways within the municipality and its extraterritorial jurisdiction..." Requirements for right-of-way dedication and construction of street improvements apply to all subdivision of land within the City's incorporated area.

Existing and Programmed Transportation System

The development of this chapter for the Comprehensive Plan includes analysis and evaluation of the City of Dickinson's existing transportation system. A considerable amount of information concerning FM 517 and Highway 3 has been provided through the FM 517 and State Highway 3 Access Management Plan ("AMP"), developed by the Houston-Galveston Area Council on behalf of the City of Dickinson. The AMP will be discussed later in this Chapter.

Overview of Major Roadways

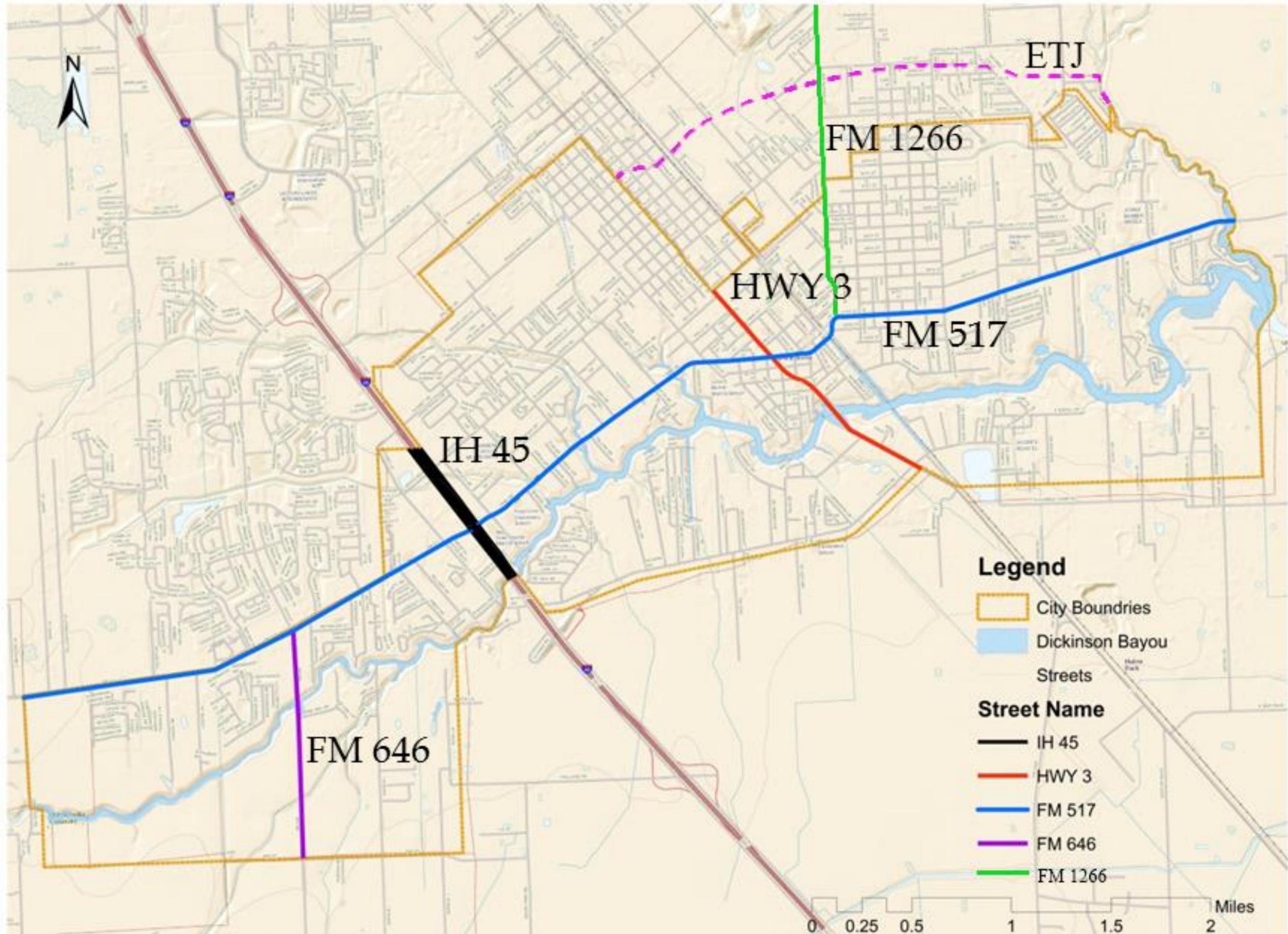
The predominant mode of transportation for Dickinson residents is the automobile which is served through a utilitarian roadway network that includes Interstate 45 ("IH 45"), flanked by northbound and southbound feeder roads, several State roadways, and local streets..

State Maintained Roadways

- Interstate Highway 45: IH 45 passes through Dickinson for 1.06 miles, and is the major artery from Houston to Galveston. Northbound or southbound motorists on IH 45 can access Dickinson at Exit 19. IH 45 is also a major hurricane evacuation route.
- State Highway 3: State Highway 3 (“SH 3”), which is a major north-south thoroughfare between League City to the north and Texas City to the south.
- FM 517: This Farm-to-Market road is the only road in the City that runs the length of the city from east to west.
- FM 646: This Farm-to-Market road is located on the west side of the City and runs from north to south between League City to the north and Santa Fe to the south. The only portion of this road within the City is south of FM 517.
- FM 1266: This Farm-to-Market road is located on the east side of the City, less than a mile from SH 3 and runs north to League City. FM 1266 intersects with FM 517 and motorists must then travel either east or west along FM 517.

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Figure 6.1, Major Roadways in Dickinson



Planned Transportation System Changes

Major traffic generators are identified and considered in reviewing the transportation system and developing the Future Thoroughfare Plan and other elements of this Chapter. The planned widening and associated ramp flipping of IH 45 through Dickinson, as well as the widening of FM 517 west of FM 646 by Texas Department of Transportation (“TxDOT”) will impact mobility in future years. In 2015, the City was notified that TxDOT anticipates bid letting the IH 45 expansion project for construction in the fall of 2016.

The proposed widening of FM 517 west of FM 646, as well as the FM 517 and State Highway 3 Access Management Plan’s (“AMP”) recommendation of a third lane from IH 45 to FM 646, will improve the traffic needs generated by significant development on the far west end of Dickinson and the portion of League City that abuts the north side of FM 517. With additional new residential developments as well as new commercial development that are expected in this area of Dickinson, including a new elementary and middle school complex on Calder Road by Dickinson Independent School District (DISD), the traffic volumes will continue to grow.

Pedestrian and Public Transit Conditions

In the spring of 2010, the City of Dickinson began providing fixed route bus service throughout the City by Connect Transit, the mass transit provider for Galveston and Brazoria Counties. The Gator Run, the City’s fixed route transit service, provides a transportation alternative to a variety of service and retail providers. The Gator Run also connects to other routes offered by Connect Transit to enable riders to move from Dickinson north to NASA Road 1 and south to Galveston at an affordable cost. Figure 6.2 shows the Gator Run Route, as well as how it connects to other regional routes.

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While the City does not currently have public transit stop infrastructure in place, the City and Connect Transit have developed a multi-year plan for the construction of public transit stop infrastructure, and Dickinson Management District #1 is providing annual local match funding for the installation of the infrastructure. The installation of the infrastructure will provide visitors and residents alike with visible landmarks to determine where to board the bus. In addition to public transit options, private taxi services are available.

For pedestrians, there are limited sidewalks in the City, and sidewalk conditions are diverse. Historically, the construction of sidewalks has been handled by TxDOT, since the majority of sidewalks in Dickinson are along FM 517 and SH 3. The only non-TxDOT major road that has a continuous section of sidewalk is Deats Road. Newer subdivisions are required to include sidewalks for residents. In older residential areas, sidewalks are noncontiguous and in most places nonexistent. The installation of sidewalks throughout the City could present an expensive hurdle since borrow ditches are common throughout the City, and property lines sometimes extend to the street, which in turn presents a lack of right-of-way for the City to construct a sidewalk.

Local and Regional Planning Initiatives

The State Highway 3 and FM 517 Access Management Plan (“AMP”) was conducted in 2012 and 2013 with the purpose of developing an implementation plan of transportation improvements along these roadways to reduce crashes and improve mobility¹. The City of Dickinson Park & Ride and Pedestrian/Transit Access Master Plan (“PTMP”) was prepared for The City of Dickinson and Gulf Coast Center by The Goodman Corporation in 2013 for the purpose of providing a strategy to improve connectivity to local and regional transit opportunities as well as identifying infrastructure upgrades to promote walkability for pedestrians. The third study is the Regional Hike and Bike Trails Plan produced by H-GAC. Each of these studies provide information that assists the City in decision making concerning its comprehensive transportation strategy, and the plans are explained in further detail below. Copies of these studies are available on the City of Dickinson website in addition to hard copies that can be acquired from the Community Development Department at Dickinson City Hall.

State Highway 3 and FM 517 Access Management Plan (“AMP”)

The SH 3 and FM 517 Access Management Plan was developed by the Houston-Galveston Area Council (“H-GAC”) in 2012 and 2013, in partnership with Texas Department of Transportation (“TxDOT”), Galveston County, Connect Transit and the Cities of Dickinson and League City. H-GAC engaged stakeholders, a steering committee and the general public in the process of decision making. The development of the AMP included: a description and catalog of conditions along FM 517 and SH 3, including traffic volume, traffic calming and congestion level, speed limits, accident data and analysis, right-of-way, signalization, transportation-related policies, level of service for segments and intersections, and safety concerns, data collection from those

who are affected by alteration of FM 517 and SH 3, analysis of current conditions, and provision of goals and recommendations for future improvements. The AMP was approved by the Dickinson City Council in November of 2013.

The AMP includes various short (0-5 years), medium (5-15 years), and long (15+ years) term recommendations as shown in Table 6.1.

Table 6.1, SH 3 and FM 517 Access Management Plan Recommendations

	Short	Medium	Long
Traffic signal at Hughes Lane/Medical Park Drive	x		
Intersection lane configuration and turn bay storage	x	x	
Upgrade intersection signal equipment	x	x	
Construct separate speed differential lanes (IH45 & FM517 and FM517 & SH3)	x	x	
Convert continuous turn lanes to raised medians	x	x	x
Add continuous sidewalks	x	x	x
Right-of-way acquisition		x	x
Addition of lanes		x	
Side street realignment		x	x
Thoroughfare planning to enhance connectivity and spacing	x		
Enhance landmark and aesthetic features	x	x	x
Grade separation at intersections		x	x
Reconfiguration of IH 45 ramps		x	
Future development plans			x

The City of Dickinson Park & Ride and Pedestrian/ Transit Access Master Plan

The City of Dickinson Park & Ride and Pedestrian/Transit Access Master Plan ("PTMP") was developed by the Gulf Coast Center and The Goodman Corporation in 2013 and is based on guidelines provided by the Federal Transit Administration's Livable Communities Initiative (LCI)², a copy of which may be found at <http://www.fhwa.dot.gov/livability/>

The PTMP is organized into five general sections. The first is a study of the current transit service condition, followed by an analysis of demand for each commuter service. The study includes modeling of four major components: Dickinson Park & Ride, LCI streetscape improvements, bus stop improvements, and gateway treatments. The third step is a site proposal for a future park and ride facility. A benefit/cost analysis was used to estimate the cost of recommended bus stop infrastructure improvements. An outline of a multi-phased strategy to fund and implement the plan was included.

The PTMP provided the following recommendations:

- Location of a future Dickinson Park & Ride on SH 3 at Mowat Drive. This would be implemented in two construction phases: phase one would consist of 201 parking spaces and phase two would consist of an additional 151 parking spaces, to accommodate future expansions.
- Improvement of pedestrian and transit streetscape infrastructure in the four following corridors:
 - FM 517: Timber Drive to Liggio Street
 - SH 3: Deats Road to FM 517
 - SH 3: North of Deats Road to 21st Street
 - SH 3: South of FM 517 to Oleander Drive
- Construction of infrastructure for 40 bus stops located in Dickinson that would include Americans with Disability Act compliant ramps, pedestrian lighting, landscaping, bus stop signage and other related amenities depending on the needs of each bus stop.

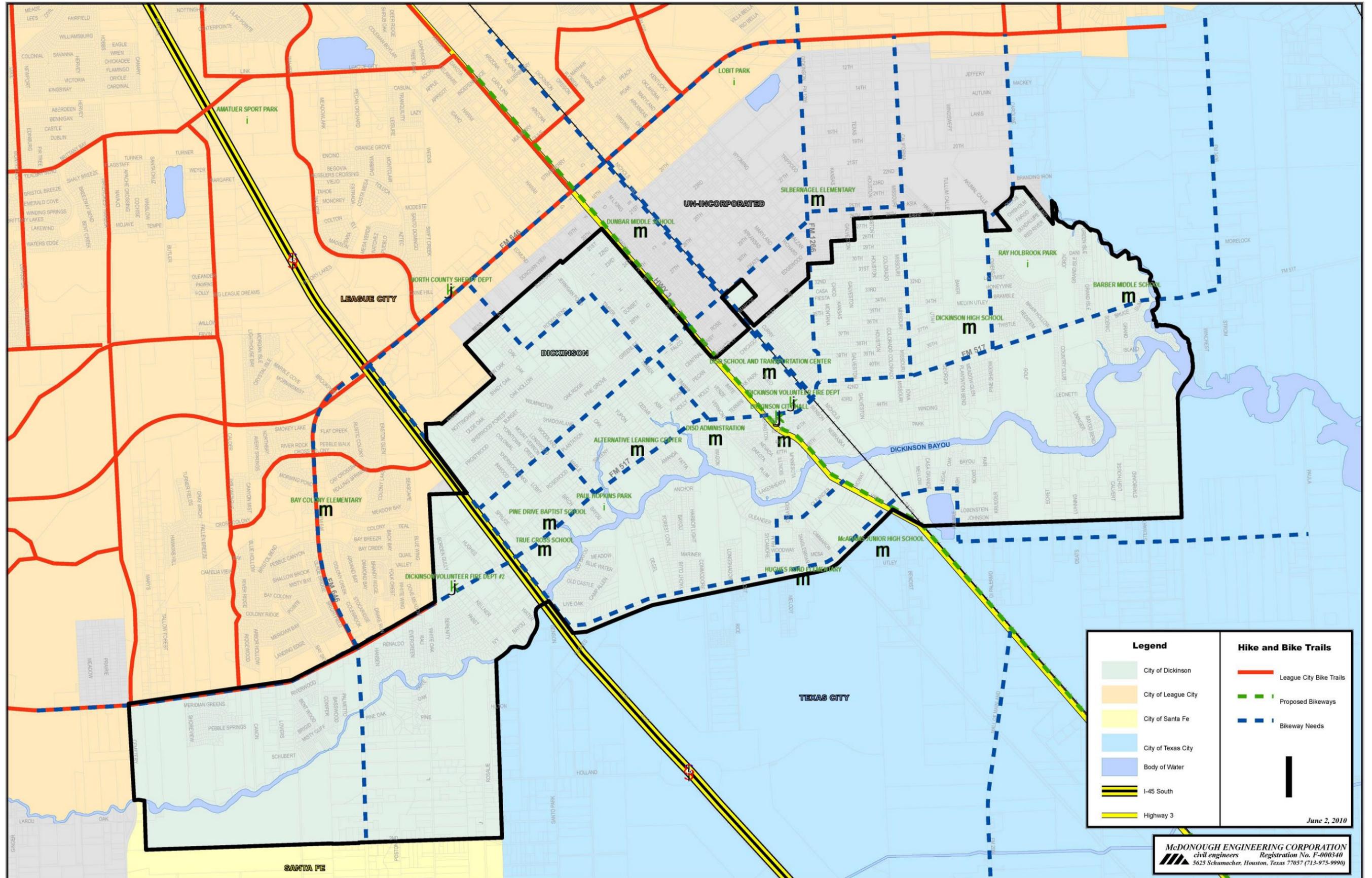
Dickinson, working in conjunction with The Goodman Corporation on behalf of Connect Transit and the Gulf Coast Center, has developed a 5-year plan for implementing bus stop infrastructure throughout the City, and Dickinson Management District #1 has set a policy of allocating \$20,000.00 annually to be used as matching funds for grants that may be utilized by Gulf Coast Center for the bus stop infrastructure improvements.

Regional Hike and Bike Trails Plan

Although there are currently very limited facilities dedicated to non-motorized travel modes, there is a growing demand for walking, jogging and bicycling trails. In 2010, the Houston-Galveston Area Council created a Regional Hike and Bike Trails Plan that included the City of Dickinson and a proposed future Bike Lane was identified for SH 3 as reflected in Figure 6.3 below.

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Figure 6.3 Regional Hike and Bike Trails Plan (H-GAC, 2010)



Legend		Hike and Bike Trails	
	City of Dickinson		League City Bike Trails
	City of League City		Proposed Bikeways
	City of Santa Fe		Bikeway Needs
	City of Texas City		
	Body of Water		
	I-45 South		
	Highway 3		

June 2, 2010

McDONOUGH ENGINEERING CORPORATION
 civil engineers Registration No. F-000340
 5625 Schumacher, Houston, Texas 77057 (713-975-9990)

Future Thoroughfare Plan

Thoroughfare Systems Planning is the process used by cities and other governmental entities to assure development of the most efficient, safe, and appropriate street system to meet existing and future mobility needs of the public. Thoroughfare planning is interrelated with other components of comprehensive planning and urban development such as land use, housing, environment and public utilities.

The plans' purpose is to identify how streets and roads operate and are intended to operate, to provide guidance to local officials and property owners in the decision making process and to help ensure the construction of a safe, complete and functional roadway network. Through the use of functional classification, the Thoroughfare Plan provides a uniform and consistent design for all new or improved roadway facilities, which helps provide guidance to motorists with respect to utility, speed and land use. While the Thoroughfare Plan does not identify who is responsible for funding and, or building proposed thoroughfare improvements, including new roadways, it shall be considered to be standard operating procedure that developers are responsible for constructing and, or improving that portion of all roadways within or adjacent to their development, regardless of functional classification.

It is important to recognize that the alignments shown for proposed facilities represent desired corridors and are merely illustrative. The approximate alignments and right-of-way requirements for planned thoroughfares shown on the Plan should be considered in platting of subdivisions, right-of-way dedication and construction of major roadways.

A number of elements must be considered in the process of developing a Thoroughfare Plan, including the Future Land Use Plan, travel demands, traffic and pedestrian movement and access requirements, and existing physical constraints to roadway construction. Moreover, special efforts will be required in the thoroughfare planning process to ensure that the integrity of residential neighborhoods are protected from unwanted and undesired vehicular traffic where possible.

Existing Functional Classifications

Dickinson does not currently have a functional classification system for its thoroughfares, and the functional classifications of Dickinson established by TxDOT and Houston-Galveston Area Council ("H-GAC") are inconsistent. Consequently, this Transportation Chapter classifies Dickinson's roads and streets using a traditional roadway classification approach.

Streets in a community are categorized according to their function. In regard to motorized vehicles, streets have two major characteristics — they serve to provide mobility and to provide a path for motorists to access businesses, homes, schools and other destinations. In a Thoroughfare Plan, roadways are assigned a functional classification, which is a system used to

categorize roadways based on a hierarchy that identifies its function as it relates to its posted speed limits, its Annual Average Daily Traffic (“AADT”) and how many lanes it has.

Some streets, such as freeways and arterials, are designed with mobility in mind, and have limited access to decrease congestion and maximize mobility. Other streets, such as local streets, are designed with access in mind. Street classification can help property developers identify what type of traffic they can expect in the near or long term future. A clear and concise street classification system provides order and comprehension of how the roads are planned to function within an area.

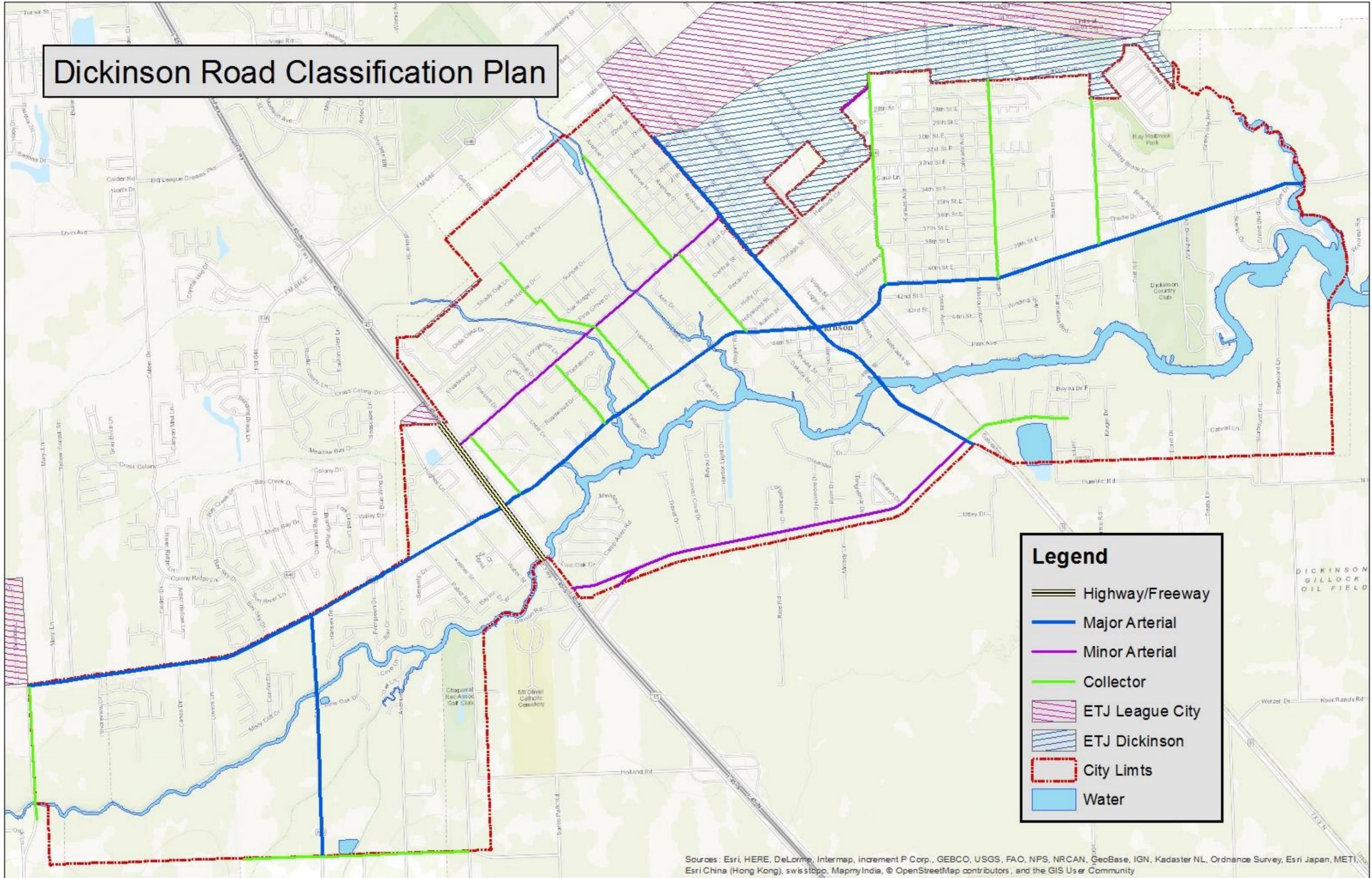
Dickinson’s Functional Road Classifications

The functional classification of streets provides for the circulation of traffic in a hierarchy of movement from one classification to the next. Functional road classes can be subdivided further into major and minor designations to further detail their role in the community. Dickinson’s Road Classification Plan is graphically represented in Figure 6.4.

- **Highway/Freeway:** Permits movement for all sizes of vehicles (motor bike, private cars, buses and trucks) with posted speed limits above 50 MPH. It has limited access to other streets and guides traffic toward cities or towns through bridges or tunnels. This class does not have sidewalks or bike lanes.
- **Major Arterial:** Provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements.
- **Minor Arterial:** Provide service for trips of moderate length, serve geographic areas that are smaller than their higher Arterial counterparts and offer connection of lower functional classifications and major Arterials.
- **Collector:** These streets are intended to balance traffic between arterial streets and local streets. Collector streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system
- **Local Streets:** Provide access adjoining properties by collecting the traffic from surrounding areas and distributing it to adjoining collectors or arterial streets.

The use of a traditional classification helps Dickinson understand the general nature of the existing roadways within the city limits.

Figure 6.4 Dickinson Road Classification Plan



Dickinson Road Classification Plan

Legend

- Highway/Freeway
- Major Arterial
- Minor Arterial
- Collector
- ETJ League City
- ETJ Dickinson
- City Limits
- Water

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Implementation of the Future Thoroughfare Plan

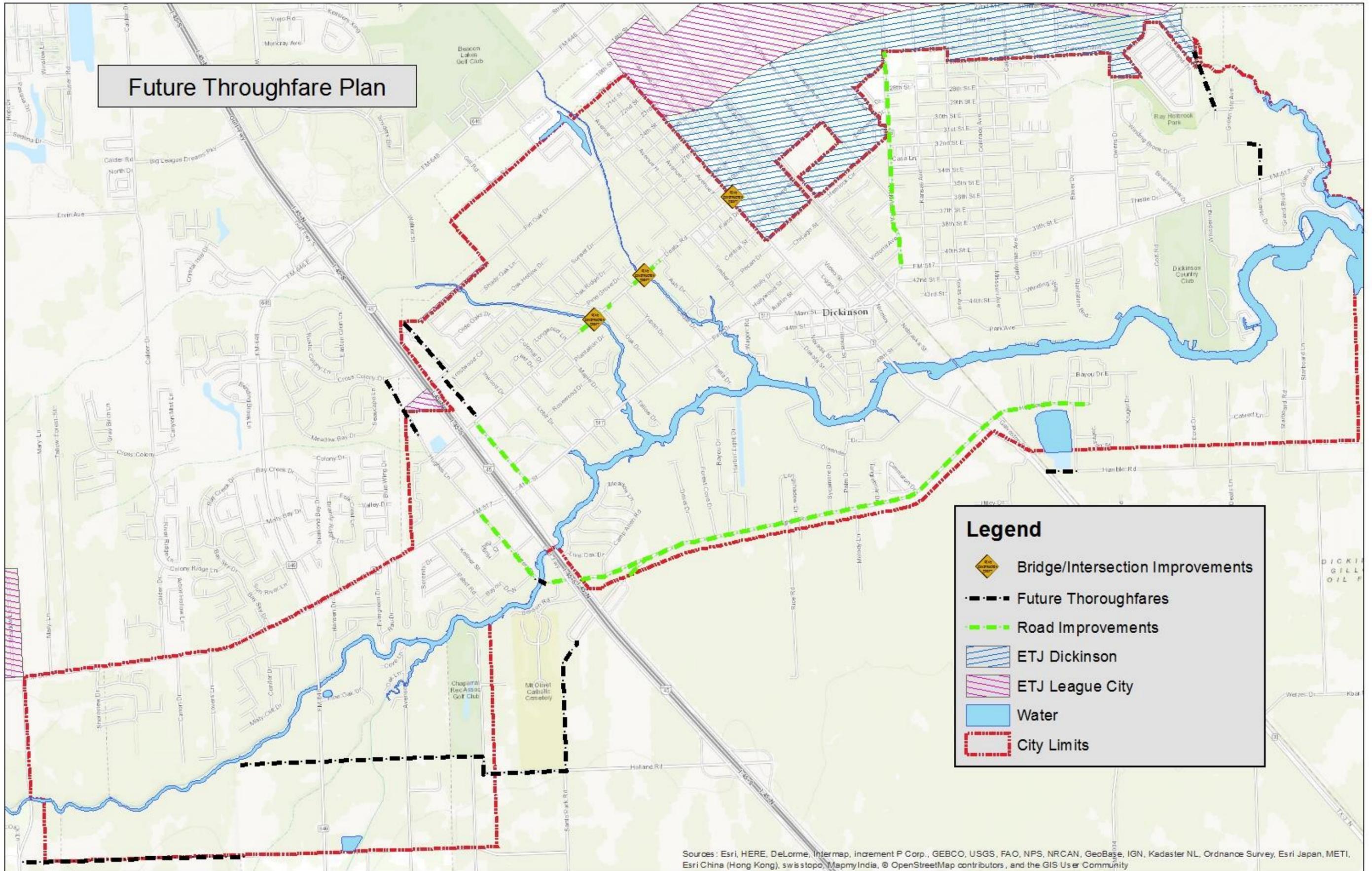
Implementation of future thoroughfare system improvements occurs over many years and builds towards the ultimate thoroughfare system shown in the Future Thoroughfare Plan. The fact that a planned thoroughfare is shown in the Future Thoroughfare Plan does not represent a commitment to a specific timeframe for construction, nor that the City of Dickinson will build the roadway improvement.

The City of Dickinson, Dickinson Management District #1, Dickinson Economic Development Corporation, Galveston County Water Control & Improvement District #1, Galveston County, and Texas Department of Transportation, as well as private developers and land owners, can utilize the Future Thoroughfare Plan in making decisions relating to the planning, coordination and programming of future development and transportation improvements. By identifying future thoroughfare locations where right-of-way is needed, land owners and developers can consider the roadways in their subdivision planning, dedication of public right-of-way and provision of setbacks for new buildings, utility lines, and other improvements located along the rights-of-way for existing and planned thoroughfares.

The Thoroughfare Plan has long reaching effects on the growth and development in the Dickinson area since it guides the reservation of rights-of-way needed for future thoroughfare improvements. While other elements of the Comprehensive Plan look at foreseeable changes and needs over a 20-year period, thoroughfare planning requires an even longer-range perspective extending into the very long-term future. Future changes in transportation technology, cost structure, service demands for the transportation system and resulting long-term shifts in urban growth and development patterns require a farsighted and visionary approach to thoroughfare planning decisions.

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Figure 6.5 Future Thoroughfare Plan



Future Thoroughfare Plan

Legend

-  Bridge/Intersection Improvements
-  Future Thoroughfares
-  Road Improvements
-  ETJ Dickinson
-  ETJ League City
-  Water
-  City Limits

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Community Wayfinding Systems

In addition to pedestrian and transit systems, there is a need for the development of a community wayfinding system. A community wayfinding system is a coordinated and continuous system of signs, lighting fixtures, architectural style throughout a City that direct tourists and other road users to key civic, cultural, visitor, recreational attractions, and other destinations within a city or a local urbanized or downtown area.³ Community wayfinding systems which include streets signs help to establish a sense of place and direction for pedestrians and motorists, as well as attract and retain potential shoppers to a specific area within a city.

Goals, Objectives, and Action Items

Goal 8.1 Improve citywide mobility to accommodate present and future transportation needs

Objective 8.1.1 Ensure adequate connectivity and access throughout the city.

Action 8.1.1.1 Construct a new one-way thoroughfare from Sunset Drive south to Deats Road between Interstate 45 and the Frostwood Subdivision to provide for traffic to proceed south from Sunset Drive to Deats Road without having to travel through the Frostwood Subdivision.

Action 8.1.1.2 Extend Water Street/Medical Park Drive south across Dickinson Bayou to provide connectivity from the southbound feeder road of Interstate 45 to FM 517.

Action 8.1.1.3 Extend Hughes Lane north to Cross Colony Drive in League City, Texas to provide additional connectivity from FM 517 north.

Action 8.1.1.4 Develop a Master Sign Plan for the City that includes upgrading street signs and adding new wayfinding signage and promotes easy navigation throughout the City.

Action 8.1.1.5 Identify funding and implement the Master Sign Plan, including street signs throughout the City using a consistent look.

Objective 8.1.2 Reduce traffic congestion, improve safety of traveling public, and increase level of service in main traffic corridors.

Action 8.1.2.1 Work with TxDOT to eliminate a large portion of the continuous turn lanes through construction of raised medians from FM 646 to Spruce Street on FM 517 as recommended by the AMP by 2018.

Action 8.1.2.2 As TxDOT implements construction on the additional lanes for FM 517, encourage increasing the width of the raised medians and the addition of continuous sidewalks to increase pedestrian mobility as recommended by the AMP.

Action 8.1.2.3 Work with business owners to eliminate curb cuts to reduce the amount of entry and exit points on major roadways to decrease motor vehicle conflict points as recommended by the AMP.

Action 8.1.2.4 Coordinate with TxDOT to provide possible new traffic signal installation and provide adequate signal timing for motorists to enter businesses across high traffic volume intersections as recommended in the AMP.

Action 8.1.2.5 Work with TxDOT to update traffic signals throughout the City to pole and mast arm as roadway improvements are completed as recommended in the AMP.

Action 8.1.2.6 Work with TxDOT to improve traffic light signalization at the I-45 and FM 517 intersection.

Goal 8.2 Increase opportunities for multi-modal connectivity throughout the City and region

Objective 8.2.1 Promote citywide pedestrian mobility and livability.

Action 8.2.1.1 Expand the sidewalk inventory contained in the PTMP to capture data throughout the City.

Action 8.2.1.2. Develop a plan for constructing and maintaining sidewalk infrastructure, ADA ramps, and crosswalk infrastructure throughout the City to ensure pedestrian mobility is promoted City-wide.

Action 8.2.1.3 Target funding sources, submit grant applications for, and construct pedestrian improvements.

Action 8.2.1.4 Initiate a ranking process utilizing Pedestrian Level of Service (PLOS) demonstration data as outlined in the Dickinson Park & Ride and Pedestrian/Transit Master Plan to select which sidewalk segments to submit to the Federal Transit Administration (FTA) for inclusion within a capital grant application.

Action 8.2.1.5 Utilize Letter of No Prejudice as basis to expend City funds towards pedestrian improvements that improve sidewalk infrastructure along SH 3 and FM 517, as identified in the Dickinson Park & Ride and Pedestrian/Transit Master Plan.

Action 8.2.1.6 Develop citywide wayfinding system and implement the signage program including street signs to direct vehicular and pedestrian traffic.

Action 8.2.1.7 Preserve existing and implement new beautification treatments along corridors.

Objective 8.2.2 Enhance regional mobility and connectivity options through public transportation.

Action 8.2.2.1. Continue to actively participate in the Galveston County Transit District.

Action 8.2.2.2 Identify funding for development of a potential park and ride facility as the inter-modal stops for Houston Metro, Gator Run buses, and future commuter rail services and as provided in the PTMP.

Action 8.2.2.3 Work with the Gulf Coast Center and the Goodman Corporation to implement a 5-year plan for all bus stop improvements for the Gator Run System.

Action 8.2.2.4 Continually reevaluate bus stops utilized by the Gator Run System with the Gulf Coast Center and the Goodman Corporation.

Action 8.2.2.5 Continue to actively participate in the Transportation Policy Council through the Houston-Galveston Area Council and request inclusion in the Galveston Corridor Planning Efforts as appropriate.

Action 8.2.2.6 Encourage connectivity between Connect Transit and Houston Metro through the Galveston County Transit District and the Gulf Coast Center.

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¹ Kimley-Horn & Associates, I., CJ Hensch & Associates, I., AIA Engineers, Ltd., & Knudson, LP. (2013). *FM 517 and SH 3 Access Management Plan*. City of League City & Dickinson: H-GAC, TxDOT, City of Dickinson, City of League City & Connect Transit.pp.1-4

² The Goodman Corporation. (2013). *The City of Dickinson Park & Ride and Pedestrian/Transit Access Master Plan*. The City of Dickinson & Gulf Coast Center: the Goodman Corporation. p.ES-1.

³ FHWA. (2009). 2009 Edition Chapter 2D. Guide Signs—Conventional Roads. (U.S. Department of Transportation Federal Highway Administration) Retrieved from Manual on Uniform Traffic Control Devices (MUTCD): <http://mutcd.fhwa.dot.gov/htm/2009/part2/part2d.htm>

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE April 12, 2016

TOPIC: **Ordinance Number XXX-2016 (Zoning Case ZMC-16-0205)**

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, SO AS TO REZONE APPROXIMATELY +/- 0.551 ACRES, LEGALLY DESCRIBED AS ABSTRACT 78 R HALL SURVEY LOTS 1 THROUGH 8 & ADJACENT ALLEY, BLOCK 209 NICHOLSTONE 112-LC, GENERALLY LOCATED NORTH OF 28TH STREET AND EAST OF FM 1266 WITH THE ADDRESS BEING 2709 DICKINSON AVENUE, IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, FROM CONVENTIONAL RESIDENTIAL (CR) TO GENERAL COMMERCIAL (GC); DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

BACKGROUND: **(This is the second of three readings)**

On March 22, 2016, the City Council conducted a public hearing on a request by Texas Beer Refinery to amend the Comprehensive Zoning Ordinance by changing the zoning from Conventional Residential (“CR”) to General Commercial (“GC”) on the property located at 2709 Dickinson Avenue, in Dickinson. The Ordinance was approved on first reading.

RECOMMENDATION: **The Planning and Zoning Commission unanimously recommended approval of the zoning change request.**

ATTACHMENTS: • Ordinance XXX-2016

FUNDING ISSUES Not applicable
 Not budgeted
 Full Amount already budgeted.
 Funds to be transferred from Acct.# - -

SUBMITTING STAFF MEMBER Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL 
---	--

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

**ORDINANCE NUMBER XXX-2016
(Zoning Case ZMC-16-0205)**

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, SO AS TO REZONE APPROXIMATELY +/- 0.551 ACRES, LEGALLY DESCRIBED AS ABSTRACT 78 R HALL SURVEY LOTS 1 THROUGH 8 & ADJACENT ALLEY, BLOCK 209 NICHOLSTONE 112-LC, GENERALLY LOCATED NORTH OF 28TH STREET AND EAST OF FM 1266 WITH THE ADDRESS BEING 2709 DICKINSON AVENUE, IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, FROM CONVENTIONAL RESIDENTIAL (CR) TO GENERAL COMMERCIAL (GC); DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Approximately \pm 0.551 acres, legally described as Abstract 78 R Hall Survey Lots 1 Through 8 & Adjacent alley, Block 209 Nicholstone 112-LC generally located North of 28th Street and East of FM 1266 with the address being 2709 Dickinson Avenue, (the "Property"), in the City of Dickinson, Galveston County, Texas (the "City"); and

WHEREAS, the Property presently has a zoning classification of Conventional Residential (CR) under Ordinance Number 420-2001, the City's Comprehensive Zoning Ordinance; and

WHEREAS, Texas Beer Refinery ("Applicant") has requested such zoning classification change of said Property from Conventional Residential (CR) to General Commercial (GC) as authorized by the City's Zoning Ordinance; and

WHEREAS, the City Secretary of Dickinson, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Dickinson and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of March 2016, for the purpose of considering rezoning the Property from Conventional Residential (CR) to General Commercial (GC); and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Dickinson, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd day of March 2016; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Dickinson, and as well, the owners and occupants thereof, and the City generally.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The Comprehensive Zoning Ordinance Number 420-2001, as the same has been heretofore amended, is hereby further amended so as to rezone ± 0.551 acres, legally described as Abstract 78 R Hall Survey Lots 1 Through 8 & Adjacent alley, Block 209 Nicholstone 112-LC generally located North of 28th Street and East of FM 1266 with the address being 2709 Dickinson Avenue, in the City of Dickinson, Galveston County, Texas from Conventional Residential (CR) to General Commercial (GC).

Section 3. It is directed that the official zoning map of the City of Dickinson, adopted on the 24th day of June, 2001, by Ordinance Number 420-2001, shall be revised and amended to reflect the zoning classification established by this Ordinance, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. All provisions of the ordinances of the City of Dickinson in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Dickinson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 5. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section 6. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine in an amount not to exceed \$2,000.00. Each day a violation continues shall constitute a separate offense.

Section 7. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Dickinson, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 8. This Ordinance shall become effective upon final reading and adoption of this Ordinance, in accordance with law.

DULY PASSED AND APPROVED on first reading this 22nd day of March, 2016.

DULY PASSED AND APPROVED on second reading this ____ day of _____, 2016.

DULY PASSED, APPROVED, AND ADOPTED on third and final reading this ____ day of _____, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Alun Thomas, Interim City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

David Olson, City Attorney
City of Dickinson, Texas

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE April 12, 2016

TOPIC: **Ordinance Number XXX-2016 (Zoning Case ZMC-16-0163)**

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, SO AS TO REZONE APPROXIMATELY +/- 0.7855 ACRES, LEGALLY DESCRIBED AS ABSTRACT 19 PERRY & AUSTIN SURVEY PART OF LOT 24, NICHOLS ADDITION DICKINSON, GENERALLY LOCATED ON THE CORNER OF DEATS AND FM 1266 WITH THE ADDRESS BEING 4010 DEATS ROAD, IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, FROM CONVENTIONAL RESIDENTIAL (CR) TO GENERAL COMMERCIAL (GC); DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

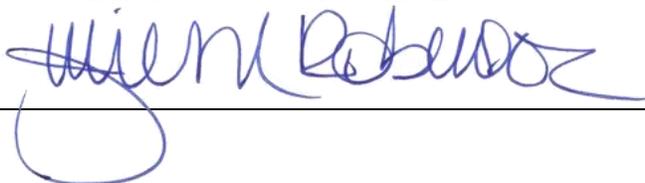
BACKGROUND: **(This is the second of three readings)**

On March 22, 2016, the City Council conducted a public hearing on a request by Glen Finley, to amend the Comprehensive Zoning Ordinance by changing the zoning from Conventional Residential ("CR") to General Commercial ("GC") on the property located at 4010 Deats Road, in Dickinson. The Ordinance was approved on first reading.

RECOMMENDATION: **The Planning and Zoning Commission unanimously recommended approval of the zoning change request.**

ATTACHMENTS: • Ordinance XXX-2016

FUNDING ISSUES Not applicable
 Not budgeted
 Full Amount already budgeted.
 Funds to be transferred from Acct.# - -

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Zachary Meadows, Director of Community Development	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

**ORDINANCE NUMBER XXX-2016
(Zoning Case ZMC-16-0163)**

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, SO AS TO REZONE APPROXIMATELY +/- 0.7855 ACRES, LEGALLY DESCRIBED AS ABSTRACT 19 PERRY & AUSTIN SURVEY PART OF LOT 24, NICHOLS ADDITION DICKINSON, GENERALLY LOCATED ON THE CORNER OF DEATS AND FM 1266 WITH THE ADDRESS BEING 4010 DEATS ROAD, IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, FROM CONVENTIONAL RESIDENTIAL (CR) TO GENERAL COMMERCIAL (GC); DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Approximately ± 0.7855 acres, legally described as Abstract 19 Perry & Austin Survey Part of Lot 24, Nichols Addition Dickinson generally located On The Corner of Deats Road and FM 1266 with the address being 4010 Deats Road, (the “Property”), in the City of Dickinson, Galveston County, Texas (the “City”); and

WHEREAS, the Property presently has a zoning classification of Conventional Residential (CR) under Ordinance Number 420-2001, the City's Comprehensive Zoning Ordinance; and

WHEREAS, Glenn Finley & Susan Wendorf (“Applicant”) has requested such zoning classification change of said Property from Conventional Residential (CR) to General Commercial (GC) as authorized by the City’s Zoning Ordinance; and

WHEREAS, the City Secretary of Dickinson, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Dickinson and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of March 2016, for the purpose of considering rezoning the Property from Conventional Residential (CR) to General Commercial (GC); and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Dickinson, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd day of March 2016; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Dickinson, and as well, the owners and occupants thereof, and the City generally.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The Comprehensive Zoning Ordinance Number 420-2001, as the same has been heretofore amended, is hereby further amended so as to rezone ± 0.7855 acres, legally described as Abstract 19 Perry & Austin Survey Part of Lot 24, Nichols Addition Dickinson generally located On The Corner of Deats Road and FM 1266 with the address being 4010 Deats Road, in the City of Dickinson, Galveston County, Texas from Conventional Residential (CR) to General Commercial (GC).

Section 3. It is directed that the official zoning map of the City of Dickinson, adopted on the 24th day of June, 2001, by Ordinance Number 420-2001, shall be revised and amended to reflect the zoning classification established by this Ordinance, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. All provisions of the ordinances of the City of Dickinson in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Dickinson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 5. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section 6. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine in an amount not to exceed \$2,000.00. Each day a violation continues shall constitute a separate offense.

Section 7. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it

shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Dickinson, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 8. This Ordinance shall become effective upon final reading and adoption of this Ordinance, in accordance with law.

DULY PASSED AND APPROVED on first reading this 22nd day of March, 2016.

DULY PASSED AND APPROVED on second reading this ____ day of _____, 2016.

DULY PASSED, APPROVED, AND ADOPTED on third and final reading this ____ day of _____, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Alun Thomas, Interim City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

David Olson, City Attorney
City of Dickinson, Texas

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE April 12, 2016

TOPIC: **Ordinance Number XXX-2016**

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SECTION 18-11 DEFINITIONS OF TERMS AND PHRASES, OF ARTICLE II, DEFINITIONS, OF CHAPTER 18 ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO ADD A DEFINITION FOR "VACATION RENTAL"; REPEALING SECTION 18-61, DEVELOPMENT AND PERFORMANCE STANDARDS, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES, ADOPTING A NEW SECTION 18-61, DEVELOPMENT AND PERFORMANCE STANDARDS, TO ESTABLISH MINIMUM REGULATIONS FOR BED AND BREAKFAST AND VACATION RENTAL LODGING FACILITIES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

BACKGROUND: **(This is the second of three readings)**

On March 22, 2016, the City Council conducted a public hearing concerning revisions to the City's Zoning Ordinance to add a definition for Vacation Rental and to revise Section 18-61, Development and Performance Standards, to establish minimum regulations for Bed & Breakfast and Vacation Rental Facilities. The Ordinance was approved on first reading.

RECOMMENDATION: **The Planning and Zoning Commission unanimously recommended approval of the change to the zoning ordinance.**

ATTACHMENTS: • Ordinance Number XXX-2016

FUNDING ISSUES Not applicable
 Not budgeted
 Full Amount already budgeted.
 Funds to be transferred from Acct.# - -

SUBMITTING STAFF MEMBER Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL 
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ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

ORDINANCE NUMBER XXX-2016

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SECTION 18-11, DEFINITIONS OF TERMS AND PHRASES, OF ARTICLE II, DEFINITIONS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO ADD A DEFINITION FOR “VACATION RENTAL”; REPEALING SECTION 18-61, DEVELOPMENT AND PERFORMANCE STANDARDS, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES; ADOPTING A NEW SECTION 18-61, DEVELOPMENT AND PERFORMANCE STANDARDS, TO ESTABLISH MINIMUM REGULATIONS FOR BED AND BREAKFAST AND VACATION RENTAL LODGING; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council finds that it is in the best interest of the health, safety, and welfare of the citizens of the City of Dickinson to require minimum regulations for Bed and Breakfast and Vacation Rental Lodging; and

WHEREAS, the City Council is of the opinion and finds that the regulations contained in this Ordinance are in the best interest of the health, safety, and welfare of the Citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Section 18-11, Definitions, of Article II, Definitions, of Chapter 18, Zoning, of the Code of Ordinances of the City of Dickinson, Texas, is hereby amended by the addition of the following definition of “Vacation Rental”:

Vacation Rental means a residential facility that is offered for rental for a period not to exceed thirty (30) days. The owner or the owner’s designated representative shall not be required to occupy the facility at the time the facility is being rented.

Section 3. Section 18-61, Development and performance standards, of Article V, Specific Uses, of Chapter 18, Zoning, of the Code of Ordinances of the City of Dickinson, Texas, is hereby repealed.

Section 4. A new Section 18-61, Development and Performance Standards, of Article V, Specific Uses, of Chapter 18, Zoning, of the Code of Ordinances of the City of Dickinson, Texas, is hereby adopted and shall read as follows:

“Sec. 18-61. Development and Performance Standards.

- (a) Licensed Day Care Centers. Licensed day care centers in the “NC” district and registered family homes and group day care homes in the “CR” district are permitted by a specific use permit.
- (1) The licensee shall submit to the city, on an annual basis, a copy of their most recent state license, proof of insurance, and all other documentation required by the City or State.
 - (2) Licensed day care facilities shall be operated in accordance with the State of Texas Department of Protective and Regulatory Services regulations and guidelines.
- (b) Bed and Breakfasts. Bed and Breakfasts in the “RR” or “CR” district are permitted by a specific use permit.
- (1) The residential feel and character of a Bed and Breakfast shall be maintained and not unnecessarily intrude upon the adjacent neighbors. By requiring the presence of the owner or the owner designated representative while the facility is rented, will help ensure that the impact of traffic noise or other nuisance does not occur or is immediately stopped to avoid any adverse effects on the surrounding neighborhood.
 - (2) In addition to any conditions imposed as part of the approved specific use permit, the following regulations shall be applicable to Bed and Breakfast lodging facilities:
 - a. Property shall be subject to inspection at any time by designated City representatives, if compliance is in question, with proper notice provided if feasible.
 - b. The specific use permit shall terminate and be considered abandoned if and when there is evidence of no rental activity based in part on the State Occupancy Tax Reports, for a period of nine (9) consecutive months. The burden is on the property owner to prove that the use of the property has been in continuous use.
 - c. One (1) smoke alarm shall be provided in each guest bedroom along with a fire extinguisher visible and be accessible to guests. A fire escape plan shall be developed and graphically displayed in each guest room. A second exit from the lodging facility structure shall be provided.

- d. Signage for Bed and Breakfasts shall be limited to one (1) non illuminated sign not to exceed four (4) square feet in area.
 - e. A valid taxpayer number for reporting any Texas tax shall be provided to the City along with a copy of the completed *State of Texas Hotel Occupancy Tax Questionnaire (form AP-102)* no later than thirty (30) days following the approval of the specific use permit.
 - f. If there is a change in ownership of the property the City shall be notified of any change in property ownership within thirty (30) days of such change.
 - g. If guests have water access, guests may not enter upon any property which is not part of the owner's property for the purpose of entering or exiting the water.
 - h. A copy of the requirements set forth in the specific use permit shall be made available to all guests.
 - i. On-street parking is prohibited. Two (2) parking spaces are required plus one additional space per room rented subject to modification as part of the specific use permit approval process.
 - j. The maximum occupancy allowed shall be reviewed and determined in each individual specific use permit application based on number of rooms, beds, parking, neighborhood input, and any other factor determined to be relevant by the Planning and Zoning Commission or City Council.
- (c) Vacation Rentals. Vacation Rentals in the "RR" or "CR" district are permitted by a specific use permit.
- (1) The residential feel and character of a Vacation Rental property shall be maintained and not unnecessarily intrude upon the adjacent neighbors.
 - (2) In addition to any conditions imposed as part of the approved specific use permit, the following regulations shall be applicable to Vacation Rental lodging facilities:
 - a. Property shall be subject to inspection at any time by designated City representatives, if compliance is in question, with proper notice provided if feasible.
 - b. The specific use permit shall terminate and be considered abandoned if and when there is evidence of no rental activity based in part on the State Occupancy Tax Reports, for a period of nine (9) consecutive

months. The burden is on the property owner to prove that the use of the property has been in continuous use.

- c. One (1) smoke alarm shall be provided in each guest bedroom along with a fire extinguisher visible and be accessible to guests. A fire escape plan shall be developed and graphically displayed in each guest room. A second exit from the lodging facility structure shall be provided.
- d. Signage for Vacation Rentals shall be limited to one (1) non illuminated sign not to exceed four (4) square feet in area.
- e. A valid taxpayer number for reporting any Texas tax shall be provided to the City along with a copy of the completed *State of Texas Hotel Occupancy Tax Questionnaire (form AP-102)* no later than thirty (30) days following the approval of the CUP.
- f. If there is a change in ownership of the property the City shall be notified of any change in property ownership within thirty (30) days of such change.
- g. If guests have water access, guests may not enter upon any property which is not part of the owner's property for the purpose of entering or exiting the water.
- h. A copy of the requirements set forth in the specific use permit shall be made available to all guests.
- i. On-street parking is prohibited. Two (2) parking spaces are required plus one additional space per room rented subject to modification as part of the specific use permit approval process.
- j. The maximum occupancy allowed shall be reviewed and determined in each individual specific use permit application based on number of rooms, beds, parking, neighborhood input, and any other factor determined to be relevant by the Planning and Zoning Commission or City Council. Owner occupancy is permitted but not required. However the subject property owner shall provide the City and property owners within 200 feet of the subject property, with the current name and contact information (including telephone numbers and e-mail address) for the local responsible party for the subject property. The local contact shall be able to respond to any incident within thirty (30) minutes of a call and shall be authorized to make decisions regarding tenants at the property. If the name or contact information for the local contact changes then the property owner shall notify the City and

property owners within 200 feet of the subject property, with the current name and contact information.

- (d) The review for specific use permit approval of a Bed and Breakfast and/or Vacation Rental lodging facility shall consider but not be limited to the following factors:
- a. The proposed occupancy and the size of the property, and whether a smaller occupancy level is appropriate;
 - b. Setbacks and proximity to other dwellings;
 - c. Rental regulations (such as no large parties, no extra guests) imposed by the owner and the degree of owner involvement in property management;
 - d. Occupant access to waterways and other environmentally sensitive areas;
 - e. Vehicle access and onsite parking and the number of parking spaces available; and
 - f. Compliance with all State, County, and City ordinances, laws, rules, and regulations including the Building Codes and Fire Codes.”

Section 5. All provisions of the ordinances of the City of Dickinson in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Dickinson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section 7. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine in an amount not to exceed \$2,000.00. Each day a violation continues shall constitute a separate offense.

Section 8. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it

shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Dickinson, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 9. This Ordinance shall become effective upon final reading and adoption of this Ordinance, in accordance with law.

DULY PASSED AND APPROVED on first reading this the 22nd day of March, 2016.

DULY PASSED AND APPROVED on second reading this _____ day of _____, 2016.

DULY PASSED, APPROVED, AND ADOPTED on third and final reading this ___ day of _____, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Alun Thomas, Interim City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

David Olson, City Attorney
City of Dickinson, Texas

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE April 12, 2016

TOPIC	Award of Request for Proposals #1603-04 for Construction Management & Inspection Services to Project Surveillance, Inc.
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BACKGROUND	<p>During the January 12, 2016 Council Meeting, Council was presented a proposal from IDS Engineering Group for additional engineering services including construction observation services related to the 2016 Street Maintenance Projects. Following the discussion, it was the consensus of the Council that the IDS proposal was too high and directed staff to gather proposals for such services. On March 9, 2016, the City of Dickinson issued Request for Proposals #1603-04 for Construction Management & Inspection Services.</p> <p>Three responses to RFP#1603-04 were received on March 23, 2016 from AG CM, Inc., Middleton Brown, LLC, and Project Surveillance, Inc.</p> <p>The proposals were evaluated by Council Member Wally Deats, Administrative Services Manager Stephanie Russell, and Public Works Staff based on the following criteria:</p> <ul style="list-style-type: none"> • Years of relevant experience of firm or individual: 10% • Qualifications and relevant experience on similar projects: 20% • Demonstrated ability to respond quickly based on references: 20% • Cost effectiveness: 50% <p>Based on these criteria Project Surveillance, Inc. scored the highest. Therefore, staff recommends awarding RFP #1603-04 for Construction Management & Inspection Services to Project Surveillance, Inc. The proposed Agreement with Project Surveillance, Inc. is the next agenda item.</p>
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RECOMMENDATION	Staff recommends awarding RFP #1603-04 for Construction Management & Inspection Services to Project Surveillance, Inc.
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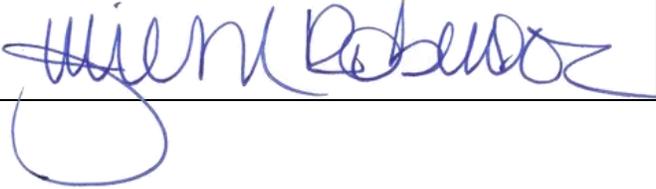
ATTACHMENTS	<ul style="list-style-type: none"> • Copy of Request for Proposals #1603-04 for Construction Management & Inspection Services • Bid Tab for Request for Proposals #1603-04 for Construction Management & Inspection Services • Scoring Evaluation of Request for Proposals #1603-04 for Construction Management & Inspection Services
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FUNDING ISSUES	<input type="checkbox"/> None
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	

**Dickinson City Council
Agenda Item Data Sheet**

<input checked="" type="checkbox"/> Not budgeted - This proposal would be funded out of the Street Maintenance Sales Tax Fund <input type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds transferred from General Funds.

SUBMITTING STAFF MEMBER Stephanie Russell, Administrative Services Manager	CITY ADMINISTRATOR APPROVAL 
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ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

DIVIDER PAGE

**REQUEST FOR PROPOSALS
CITY OF DICKINSON, TEXAS**



**CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
REQUEST FOR PROPOSALS #1603-04**

**PROPOSAL OPENING DATE:
MARCH 23, 2016**

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

**CITY OF DICKINSON
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
REQUEST FOR PROPOSALS #1603-04**

TABLE OF CONTENTS

- Schedule Summary
- Invitation to Submit Proposals
- Scope of Services and Special Conditions
- Instructions to Respondents
- General Conditions of Bidding
- Application Form
- Pricing Schedule Form
- Supplemental Information / Minority/Woman-Owned Business Participation
- Conflict of Interest Questionnaire
- Bidder Reminder List
- Attachment "A" – Form Contract

**PROPOSAL OPENING DATE:
MARCH 23, 2016**

**REQUEST FOR PROPOSALS #1603-04
SCHEDULE SUMMARY**

Wednesday	March 9, 2016	RFP Documents Released and 1 st Legal Advertising for RFP
Wednesday	March 16, 2016	2 nd Legal Advertising for RFP
Friday	March 18, 2016	Last day for inquiries and clarifications
Wednesday	March 23, 2016 10:00 am 10:10 am	Deadline for Submission of Proposals Opening of Proposals
Tuesday	April 12, 2016	City Council Award of RFP

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
INVITATION TO SUBMIT PROPOSALS**

The City of Dickinson invites the submission of proposals from experienced, construction inspection companies and/or individuals to provide construction management and inspection services for Street Rehabilitation projects and other projects as necessary. The City will select one respondent to provide these services for the City. The city is seeking an agreement for a two-year period with an option to renew for an additional two-year term.

PROPOSALS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, MARCH 23, 2016. NO PROPOSALS WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

PROPOSALS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, MARCH 23, 2016, AT 10:10 A.M.

RFP documents may be downloaded from the Purchasing Page of the City of Dickinson's website at www.ci.dickinson.tx.us or obtained in person at Dickinson City Hall: 4403 State Highway 3, Dickinson, Texas 77539. Minority and small business vendors or contractors are encouraged to submit bids or proposals on any and all City of Dickinson projects.

All proposals submitted for City consideration must include two (2) originals and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "Request for Proposals #1603-04, City of Dickinson Construction Management & Inspection Services, Attention: City Secretary", and must contain the name of the company submitting the Proposal.

A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for 100% of the contract price.

The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Proposals shall be valid for a period of sixty (60) days from the date proposals are opened.

1st Advertisement: Galveston Daily News, March 9, 2016

2nd Advertisement: Galveston Daily News, March 16, 2016

REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
SCOPE OF SERVICES AND SPECIAL CONDITIONS

I. BACKGROUND

The City of Dickinson, Texas ("City") invites the submission of proposals from experienced and qualified Construction Management & Inspection service companies to provide construction oversight and inspection of its Street Rehabilitation projects and other projects as necessary. The City will select one respondent to provide construction management and inspections services for the City. Selected respondents primary objectives for submitting a proposal must be aligned with the City's objectives which are:

- Facilitate construction and completion of street projects and
- Ensure quality assurance in compliance with construction standards.

2016 Street Rehabilitation projects include:

1. Removal and disposal of existing pavement and driveways, and placement of 6 inches of concrete paving on 35th Street from Kansas Ave. to California Ave., Nebraska Street from 46th Street to WWTP, and Johnson Street from Dead End North of Lobenstien Ln to Dead End South of Lobenstein Ln.
2. Removal and disposal of existing pavement and driveways, and placement of 6 inches of concrete paving on Gill Road from Rodeo Bend Drive to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, and Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle.

In addition to the street rehabilitation projects, the contractor may be asked to provide inspections for other streets and/or drainage projects. Average estimated number of hours per week is approximately 20 hours dependent on the construction schedule.

II. SCOPE OF WORK

The City is soliciting proposals for the provision of construction management and inspection services in accordance with the following specifications, requirements and conditions. The proposals shall include the provision of all labor, equipment and materials, and the ability to perform all necessary work. Services shall include the following:

A. Construction Management:

1. Develop a construction management plan for approval by City to include procedures for team communication, review, reporting, and approval.

B. Communications

1. Report in person and in writing, at regular intervals and at special need times, to the Public Works Director.

C. Construction Phase

1. Provide on-site construction management.
2. Maintain daily on-site project log and as-built schedule report. Prepare daily reports of observations and activities. Secure the general contractor's daily log reports.

3. Perform periodic digital video and still photography of the progress of the project. Said photography must show date of the events and conditions being recorded. All non-compliance issues as well as any other site condition requested by City staff shall be photographed.
4. Coordinate, review and approve the Contractor's proposed Critical Path Method (CPM) schedule for completion of the project.
5. Review contractor's schedule update submittals for conformance to master schedule and contract documents.
6. Conduct pre-construction. Schedule and conduct bi-weekly construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Prepare and promptly distribute minutes.
7. Establish and implement procedures for review and processing of all project documentation. Facilitate engineer review of contractor submitted questions or product information.
8. Oversee Quality Assurance of the construction activities to conform to plans and specifications. Monitor contractor work performance for deficiencies and recommend any special testing needed.
9. Perform all special inspections required for project.
10. Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence in electronic form and hard copy.
11. Maintain at the project site in an "as current" basis, a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction.
12. Maintain RFI, submittal and change order logs. Ensure consultants and engineers respond within contract time frames.
13. Receive contractor payment application, review for accuracy (amount due, certified payroll, appropriate rate, etc.) and circulate to engineer and Public Works Director for their review, signature and approval.
14. Maintain a daily log containing a record of weather, contractors, work on site, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as the City may require.
15. Monitor and endeavor to ensure the establishment and implementation of appropriate safety programs by the Contractor.
16. Review and evaluate the appropriateness of all proposed change orders; advise the City as to their effect on the contract time and cost; perform independent estimates of proposed change order work when necessary or when directed by the City. Negotiate change orders and recommend approval or denial by the City.

D. Construction Completion and Closeout

1. Compile detailed "punch lists" with the Engineer.
2. Coordinate closeout procedures. Monitor the Contractor's, the subcontractors', and Architect's progress to finalize all project records, complete and correct as-builts, and other documentations required by the Director of Public Works.
3. Oversee the complete performance of all punch list items and final clean-up before contractor moves off site.
4. Obtain from contractor all record (as built) drawings; O & M materials, attic stock, contract required documents, lien releases, and written warranties. Review and circulate to City for final acceptance.
5. Coordinate final testing, documentation and regulatory inspections.

6. Advise on substantial and final completion and any liquidated damages.
7. Advise on final payment.
8. Provide City with complete project documentation for permanent records/storage.
9. Evaluate any contractor claim, negotiate and resolve claim issues. Recommend approval or denial by the City.
10. Establish a warranty process and schedule warranty walks as applicable for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.
11. Oversee the complete performance of all warranty repair items.

E. The following conditions are also applicable duties and responsibilities of the Contractor:

- a. **Observe the Work.** The Contractor shall observe the work for conformance with the approved (stamped) design drawings and specifications. Architect/Engineer-reviewed shop drawings may be used only as an aid to inspection. Inspections are to be performed on a continuous basis, meaning that the Contractor is on site in the general area at all times observing the work requiring inspection.
- b. **Report Nonconforming Items.** The Contractor shall bring nonconforming items to the immediate attention of the Construction Superintendent and note all such items in the daily report. If any item is not resolved in a timely manner or is about to be incorporated into the work, the Contractor shall immediately notify the Public Works Director by telephone or in person.
- c. **Furnish Daily Reports.** Complete and sign both the inspection record and the daily report from for each day's inspections. These records shall remain at the jobsite with the Contractor for review by the Public Works Director.
- d. **Furnish Weekly Reports.** The Contractor shall furnish weekly reports of tests and inspections directly to the Public Works Director and others as designated. These reports must include the following:
 - (1) Description of daily inspections and tests made with applicable locations;
 - (2) Listing of all nonconforming items;
 - (3) Report on how nonconforming items were resolved or unresolved as applicable; and,
 - (4) Itemized changes authorized by the engineer and Public Works Director if not included in nonconformance items.

All Reports and information provided to or developed by the Contractor shall be considered to be the confidential property of the City, and Contractor shall distribute or disclose such reports and information only to those persons, organizations or agencies specifically designated in writing by the City or its authorized representative.

- e. **Retain Records.** Contractor shall retain all pertinent records relating to the services performed for a period of six years following project completion during which period the records will be made available to the City at all reasonable times.

The selected respondents will be required, at a minimum, to comply with the terms and conditions set forth in this Request for Proposals ("RFP") and to provide such services in compliance with all local, state, and federal regulations. The selected respondents shall also execute an Agreement with the City, the form of which is provided at the end of this RFP. Any contract awarded in response to this RFP will be for a two (2) year period. The City shall have the option to renew the contract for one (1) additional two (2) year term upon approval by the City Council.

A. Minimum Qualifications.

The City has established the following minimum qualifications for construction management and inspection services. Respondents who do not meet **all** of these minimum qualifications **will not** be considered for the award of a contract. The City, in its sole discretion, will determine if a Respondent meets these minimum qualifications and will base its decision on the information contained in the Respondent's proposal submitted in response to this RFP as well as through reference checks conducted by the City staff.

Minimum of five (5) years continuous experience, within the last seven (7) years, to include construction management and inspection services as described in this RFP. Respondents must include a resume outlining years of experience and any credentials.

B. Demonstrated Qualifications and Project Experience.

This section should establish the ability of the Contractor to satisfactorily perform the required work. Provide examples of similar project experience; municipal experience, preferred.

List at least three and not more than five projects or contracts for Construction Management and Inspection Services, within the last 5 years, for which you have successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most related project listed first.

At a minimum, provide the following information for each project listed:

- a. Company Name, contact person, including telephone number, email addresses
- b. Project name and location
- c. Project Owner, title and current phone number
- d. Project cost or contract value
- e. Project size (square feet or linear feet);
- f. Description of the project, scope of services, describing your experience, and work performed by your firm
- g. Names of consultant firms, if any, and their areas of expertise
- h. Description of how this project is similar and why the services provided are relevant to this project
- i. Period of time for which work was performed

C. References.

A list of at least three references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect the firm will receive zero points for that reference.

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
INSTRUCTIONS TO BIDDERS/PROPOSERS**

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID/PROPOSAL.

1. BIDS/PROPOSALS, PREPARATION AND SUBMITTAL

All proposals submitted for City consideration must include two (2) original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "Request for Proposals #1603-04, City of Dickinson Construction Management and Inspection Services, Attention: City Secretary", must contain the name of the company or individual submitting the bid, and be delivered prior to the response due date and time as described in the Invitation to Bidders. Failure to submit a bid/proposal in accordance with these instructions may result in the bid/proposal being declared unresponsive to specification and may not be further evaluated.

For bids/proposals submitted in hard copy, all figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the proposal. No oral, telegraphic, telephonic, e-mailed or facsimile bids/proposals will be considered.

All bids/proposals/proposals must be submitted in a sealed envelope and must contain the following:

- (1) A completed Application on the form provided in this RFP signed by the authorized individual;
- (2) A completed Pricing Schedule on the form provided in this RFP;
- (3) Acceptable documentation indicating compliance with all insurance requirements of the City, State or other regulatory agency;
- (4) A completed Conflict of Interest Disclosure form as provided with this RFP;
- (5) Resume(s) of proposed staff.
- (6) List of at least three and not more than five projects or contracts for Construction Inspection Services, within the last 5 years, for which you have successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most related project listed first.
- (7) A list of at least three (3) references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect the firm will receive zero points for that reference.

Bidders must provide all documentation required with the bid/proposal response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid/Proposal Preparation, please see the General Conditions of Bidding contained herein.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters that can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents, or should there be any doubt as to a document's meaning and intent, the Bidder should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid/proposal by Bidder shall be conclusive evidence that the Bidder is fully acquainted with and satisfied as to character, quality and quantity of equipment and/or services to be furnished.

3. DELIVERY OF BIDS/PROPOSALS/PROPOSALS

Bids/proposals received prior to the time of the opening will be kept securely unopened. Bids/proposals received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids/proposals will decide when the specified time has arrived for the opening of the bids/proposals. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids/proposals will be considered.

4. SIGNATURES

All bid/proposal responses are required to be signed by an authorized representative of the bidding entity. Bid/proposal responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

5. BID/PROPOSAL ALTERATION/WITHDRAWAL

Bids/proposals cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids/proposals may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid/proposal represents no right for withdrawal after the bid is opened. No bids/proposals may be withdrawn or canceled for a period of sixty (60) calendar days after opening of the bids/proposals.

6. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids/proposals not considered for the following reasons, including, but not limited to:

- Bid received after the time set for receiving bids as stated in the advertisement;
- Reason for believing collusion exists between bidders;
- The bidder, sub-contractor or supplier being an interested party in any litigation against the City;
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- Failure to comply with any of the requirements contained herein;
- Lack of signature by an authorized representative on the Bid Form or Proposal;
- Bidder is indebted to the City.

7. BID OPENINGS

All bids/proposals submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation for Proposals. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids/proposals submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The City will notify the successful bidder upon award of the contract, and, according to State law, all bids/proposals received will be available for inspection at that time, unless otherwise provided by law.

8. PROPOSAL EVALUATION AND SELECTION

The City will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the following items:

Years of relevant experience of firm or individual: 10%

Qualifications and relevant experience on similar projects: 20%

Demonstrated ability to respond quickly based on references: 20%

Cost effectiveness: 50%

9. BASIS OF AWARD

It is the intent of the City to award a Contract to one Respondent submitting the most efficient and/or most economical proposals for the City. Selection shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids/proposals are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids/proposals.

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of Dickinson reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on the bid/proposal if their bid/proposal is "all or none"; otherwise, it shall be considered as agreeing with this section.

The City of Dickinson reserves the right to contact any offer or, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offer or, or to reject any or all bids/proposals.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at www.ci.dickinson.tx.us.

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City Administrator within five (5) working days following the opening of the bids/proposals. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) working days of the staff recommendation to the City Council. Unless otherwise provided by law, all staff recommendations will be made available for public review by inclusion in the agenda packet for the City Council meeting at which the bid/proposal will be considered.

REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interests of the City.

Upon award of bid, the specifications and provisions of this bid document shall constitute a contract between the City of Dickinson and the successful bidder.

BIDDING

1. **PRICING:** Price(s) quoted must be held firm for a minimum of 120 days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids/proposals are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements, contract bid quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
2. **ERROR-QUANTITY:** Bids/proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
3. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
4. **PROPRIETARY INFORMATION:** If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
5. **CORRESPONDENCE:** The bid number assigned to this Project must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
6. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson City Secretary. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
7. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing to the City.

8. **INQUIRIES:** Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services, by telephone 281-337-8839 or e-mail srussell@ci.dickinson.tx.us. Any attempt on the part of a bidder or his representative to contact an elected official of the City regarding this bid or its award will disqualify the bidder.

PERFORMANCE

9. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. In addition to the factors identified in Section 8 of the Instructions to Bidders herein, a prospective bidder must meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

10. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
11. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City and/ harmless from any claim involving patent right infringement or copyrights on goods or services supplied.
12. **ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

PURCHASE ORDERS AND PAYMENT

13. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids/proposals. Any bid submitted without required bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City prior to commencement of any work pursuant to the agreement provisions.
14. **APPROPRIATION CLAUSE:** The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
15. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Administrative Services Manager.
16. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the bidder who provides goods or services at the best value for the municipality. Successful Bidder is required to pay subcontractors within ten (10) days of work performed.

17. **INVOICES:** Invoices, if applicable, must be submitted by the successful bidder in duplicate to the City of Dickinson, Attn: Accounts Payable, 4403 State Highway 3, Dickinson, Texas 77539.

CONTRACT

18. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids/proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between the City and the successful bidder(s). Either party dissenting will terminate the contract in accordance with its initial specified term.
19. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Harris and/or Galveston Counties authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
20. **ELECTRONIC PROCUREMENT:** The City of Dickinson has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062 of the Texas Government Code. The City of Dickinson may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.
21. **SELECTION OF REASONABLY QUALIFIED PROPOSALS:** The City of Dickinson will review the proposals submitted by all proposers. On the basis of the relative importance of price and other evaluation factors, the City of Dickinson will determine which proposals are reasonably qualified for the award of the Contract.

The City of Dickinson may, at any time, investigate a proposer's ability to perform the services. The City of Dickinson may ask for additional information about the company and its service on previous Contracts. Proposers may choose not to submit information in reply to the City of Dickinson's request; however, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City may discontinue further consideration of a particular proposal.

The City of Dickinson would typically be interested in previous experience in performing similar or comparable services, business and technical organizations, staffing and personnel turnover; customer lists; financial statement of resources for current and past periods; or other relevant information.

Please be aware that the City of Dickinson may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from other published sources such as industry newsletters or from non-published sources made available to the City of Dickinson.

22. **DISCUSSIONS WITH REASONABLY QUALIFIED PROPOSERS:** After selection of reasonably qualified proposers, the City of Dickinson may enter into discussions concerning the services proposed. These discussions will be on an individual basis and closed to third parties and other proposers.
23. **EXECUTION OF CONTRACT:** The City Council, by Council Resolution, shall authorize award of the Contract to one Proposer and designate the successful Proposer as the City of Dickinson Contractor, subject to execution of the Contract documents by City and Proposer. The City of Dickinson will require

the Proposer to sign the Contract documents and to provide the required Performance and Payment Bonds, as appropriate, and provide evidence of insurance as required under the Contract documents. No work shall commence until the Contract documents are signed.

No contract shall be binding on the City until it has been executed by the appropriate authorized signatory for each entity. Further, no Contract for this project may be signed by the City of Dickinson without the authorization of the Dickinson City Council.

After the Contract is signed, the City will not make allowances for any failures by the designated Contractor, which affect the ability to provide services explicitly included in the Contract.

24. **EXECUTION OF APPROPRIATE BONDS:** The designated Contractor shall execute Performance and Payment Bonds in the amount specified in the Contract and provide proof of insurance conforming to requirements as set forth in the Contract. The designated Contractor shall pay cost for such bonds. Proof of insurance must accompany the executed Contract.

Unless otherwise approved in writing by the City of Dickinson, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

25. **FAILURE TO EXECUTE CONTRACT:** Failure to execute the Contract within ten (10) days after the completed Contract documents are delivered by the City of Dickinson shall entitle the City of Dickinson to rescind the award and retain the proposal security. In the event of the City of Dickinson should be required to re-advertise because of the failure to execute Contract document, the defaulting party shall not be eligible to submit a proposal.
26. **VALID PROPOSALS:** Contractors agree that their proposals shall remain valid for 120 days following the deadline date for submissions, or, if a proposal is accepted, throughout the entire term of the Contract.
27. **CONFIDENTIALITY:** In accordance with state law, proposals shall be opened so as to avoid disclosure of contents to competing proposers and shall be kept secret and confidential during the process of negotiation. All proposals submitted for this RFP shall be open for public inspection after Contract award. Clearly marked and identified trade secrets and confidential information contained in the proposal shall not be opened for public inspection upon mere request under the Open Records Act. Such matters will be returned to Proposer, upon request, after award of the Contract. If a third party challenges the trade secret or confidential nature of certain information, it will be the responsibility of the Proposer to defend that challenge.
28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost

which may be obtained against the City and/ and participating entities growing out of such injury or damages.

30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate. Bidder, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declare the Bidder in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its sole expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator for the City of Dickinson or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
35. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all bidders shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the bidder represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the bidder has not been found to be liable for such practices in such proceedings.

37. **FELONY CRIMINAL CONVICTIONS:** The bidder represents and warrants that neither the bidder nor the bidder's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the bidder has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

APPLICATION

City of Dickinson Request for Proposals #1603-04
Construction Management & Inspection Services

RESPONDENT NAME: _____
(Give exact legal name as it will appear on the contract, if awarded.)

PRINCIPAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

SOCIAL SECURITY# or FEDERAL EMPLOYER IDENTIFICATION#: _____

BUSINESS STRUCTURE OF RESPONDENT: (Please check a box)

Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____

Partnership

Corporation. If checked, check one: For Profit Nonprofit Also, check one: Texas Corporation Foreign Corporation

Other. If checked, list type of business structure: _____ (LP, LLC, LLP, etc.)

PRINTED NAME OF PERSON TO SIGN CONTRACT: _____

CONTACT INFORMATION: List the one person who the City may contact concerning this proposal or setting dates for meetings.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

IS RESPONDENT AUTHORIZED AND/OR LICENSED TO DO BUSINESS IN TEXAS?

YES NO IF "NO", PROVIDE EXPLANATION:

HAS THIS RESPONDENT OR ANY OF ITS PRINCIPALS BEEN SUSPENDED FROM CONTRACTING WITH ANY PUBLIC ENTITY?

YES NO If "YES," please identify the public entity and the name and current phone number of a representative with that public entity familiar with the suspension, and state the reason for or circumstances surrounding the suspension, including, without limitation, the period of time for such suspension:

HAS THE RESPONDENT EVER BEEN DECLARED BANKRUPTCY OR FILED FOR PROTECTION FROM CREDITORS UNDER STATE OR FEDERAL PROCEEDINGS?

YES NO IF "YES," STATE THE DATE, COURT, JURISDICTION, AND CAUSE NUMBER OF ANY SUCH PROCEEDING:

IS RESPONDENT THE RESPONDENT CURRENTLY INVOLVED IN ANY LITIGATION?

YES NO IF "YES," PROVIDE EXPLANATION:

PROVIDE ANY OTHER NAMES UNDER RESPONDENT HAS OPERATED IN THE LAST 10 YEARS:

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

Responding Entity Name

By: _____

Printed Name: _____

Title: _____

Date: _____

If this proposal is submitted by a Co-Respondent, an authorized signature from a representative of each Co-Respondent is required. Add additional signature pages as required.

By signing above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form demonstrated in the RFP with the understanding that the scope and compensation provisions will be negotiated and included in the final document;
2. If Respondent is a corporation, Respondent will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set for in the Agreement made a part of the RFP;
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal; and
5. All statements made in this Application are true and correct and Respondent understands that any false statements or failure to disclose required information may result in disqualification of this Proposal from consideration;

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
PRICING SCHEDULE FORM**

Average estimated number of hours per week is approximately 20 hours dependent on the construction schedule.

Title	Hourly Rate

REFERENCES

A list of at least three (3) references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect the firm will receive zero points for that reference.

1. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

2. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

3. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
SUPPLEMENTAL INFORMATION**

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids/proposals the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).

Date Received:

By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with the City of Dickinson.

2. **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or other business relationship.

Name of Officer

This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?

Yes _____ No _____

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?

Yes _____ No _____

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes _____ No _____

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the government entity

Date

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
BIDDER REMINDER LIST:**

REQUIRED DOCUMENTATION INCLUDED?

TWO (2) ORIGINALS AND FOUR (4) COPIES INCLUDED?

**ALL BLANKS COMPLETED ON APPLICATION FORM, PRICING SCHEDULE
FORM, AND OTHER REQUIRED DOCUMENTS AND SIGNED?**

RESUME AND RECENT PROJECTS LIST?

COMPLETE SUPPLEMENTAL INFORMATION?

COMPLETE CONFLICT OF INTEREST QUESTIONNAIRE?

provisions of Article 2 above.

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

IV. GENERAL PROVISIONS

4.1 *Termination Without Cause.* The City may terminate this Agreement, without cause, upon thirty days written notice to the Operator. The Operator may terminate this Agreement, without cause, upon thirty days written notice to the City.

4.2 *Termination For Cause.* This Agreement may be terminated immediately and without notice upon the occurrence of any of the following events:

- (1) Any attempt by the Contractor to assign, subcontract, lease or sublet any obligation assumed hereunder unless the Operator has received prior written approval from the City therefore.
- (2) Failure to comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local.
- (3) Failure to comply with any term or condition of this Agreement.

4.3 *Dispute Resolution.* The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.

4.4 *Safety.* The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

4.5 *Indemnification.* The Operator is and shall be an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the City. The Operator shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Operator, its officers, agents, employees, subcontractors, licensees, or invitees.

4.6 *Severability.* The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

4.7 *Notices.* Any notice that is required or permitted to be given by the City to the Contractor hereunder may be given by personal delivery, facsimile with confirming copy, or mailed to the Operator by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

Any notice that is required or permitted to be given by the Contractor to the City hereunder may be given by personal delivery or mailed to the City by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

City of Dickinson
Attn: City Administrator
4403 Highway 3
Dickinson, TX 77539

Notices mailed as above shall be deemed given on the third regular postal delivery day after the date of their deposit in the U.S.P.S. Notices delivered by personal delivery shall be deemed delivered given upon their delivery. Either party may change its address for notice upon written notice to the other party.

4.8 *Entire Agreement.* This Agreement, inclusive of the documents incorporated herein by reference or as exhibits hereto, constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and it may be amended only by an instrument in writing executed by both parties.

4.9 *No Assignment.* The rights granted to the Operator and the obligations herein assumed by the Operator shall be personal to the Operator and shall only apply to the auto wrecker(s) identified in this Agreement. This Agreement shall terminate upon any attempted assignment, subcontract, lease or other subletting of any obligation assumed hereunder unless the Chief of Police has given prior written approval therefore.

4.10 *Governing Law.* The laws of the State of Texas and the Charter and Ordinances of the City shall govern the interpretation, validity, performance, and enforcement of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective on this the _____ day of _____, 2016.

ATTEST: *(if corporation)*

CONTRACTOR

By: _____

(Print or Type Name)

(Title)

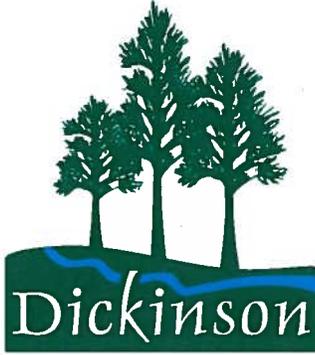
CITY OF DICKINSON, TEXAS

By: _____
City Administrator

ATTEST:

City Secretary

DIVIDER PAGE



**REQUEST FOR PROPOSALS #1603-04
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
BID OPENING DATE:
MARCH 23, 2016**

BID TABULATION SHEET

Bids closed at 10:00 A.M. on the 23rd day of March 2016. Present at the bid opening were: Interim City Secretary, Alun Thomas and Administrative Services Manager Stephanie Russell. Bids were opened at 10:10 by Interim City Secretary, Alun Thomas, and were as follows:

Entity	Price Schedule Form Complete (Y/N)
AG/CM Inc.	Y
Project Surveillance, Inc.	Y
Middeton Brown LLC.	Y

DIVIDER PAGE

CITY OF DICKINSON
REQUEST FOR PROPOSALS #1603-04
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

Scoring Evaluation

Criteria	Max Score	Project Surveillance	AG CM	Middleton Brown
Years of relevant experience of firm or individual (10%)				
Consultant (team) has a qualified Project Manager.	15	15	9	14
Demonstrates an effective organizational structure.	15	15	10	14
Qualifications and relevant experience on similar projects (20%)				
Consultant (team) has successfully accomplished similar tasks in the past, and anticipates drawing on experiences to enhance end products.	60	60	25	60
Demonstrated ability to respond quickly based on references (20%)				
Demonstrates track record of timely performance, quality, and integrity, as evidenced by a list of client references.	60	58	40	58
Cost effectiveness (50%)				
(Completed by Finance) See Matrix Below	150	150.0	116.3	121.1
TOTAL SCORE	300	298.0	200.3	267.1
TITLES		HOURLY RATES		
PROJECT MANAGER/INSPECTOR/FIELD REP				
Construction Project Manager				\$ 90.00
Senior Inspector				\$ 75.00
Construction Manager/Inspector			\$ 95.00	
Assistant Construction Manager			\$ 65.00	
Project Field Representative		\$ 65.00		
Project Manager		\$ 75.00		
AVERAGE HOURLY RATE		\$ 70.00	\$ 80.00	\$ 82.50
BASE SCORE (OVERALL MIN RATE/AVG RATE X 150)		150.0	131.3	127.3
OTHER				
Administration				\$ 45.00
Estimating Services			\$ 120.00	
Project Principal			\$ 100.00	
AVERAGE HOURLY RATE		\$ -	\$ 110.00	\$ 45.00
OVERHEAD/ADMIN POINTS DEDUCTED (MAX 15 POINTS)		-	15.0	6.1
TOTAL POINTS FOR COST EFFECTIVENESS PER EVALUATOR		150.0	116.3	121.1

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE April 12, 2016

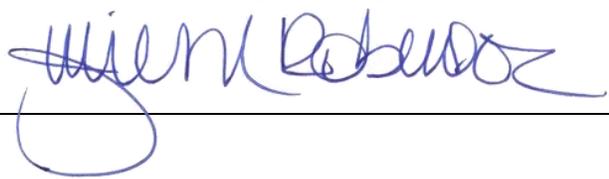
TOPIC	<p>RESOLUTION NUMBER XXX-2016</p> <p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND PROJECT SURVEILLANCE, INC. AS CONTRACTOR FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.</p>
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BACKGROUND	<p>On March 9, 2016, the City of Dickinson issued Request for Proposals #1603-04 for Construction Management & Inspection Services ("RFP"). Submissions were opened on March 23, 2016, and, in the previous agenda item, the City Council awarded RFP #1603-04 to Project Surveillance, Inc.</p> <p>This agenda item approves an Agreement between City of Dickinson and Project Surveillance, Inc. for an amount not to exceed \$25,000.</p>
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RECOMMENDATION	Staff recommends approval of the Resolution.
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ATTACHMENTS	<ul style="list-style-type: none"> • Resolution Number XXX-2016 • Agreement for Construction Management & Inspection Services
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FUNDING ISSUES	<input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Not budgeted - This proposal would be funded out of the Street Maintenance Sales Tax Fund <input type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - -
-----------------------	--

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Stephanie Russell, Administrative Services Manager	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

RESOLUTION NUMBER XXX-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND PROJECT SURVEILLANCE, INC. AS CONTRACTOR FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Agreement by and between the City of Dickinson, Texas and Project Surveillance, Inc. as Contractor for Construction Management & Inspection Services (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Administrator should be authorized to execute the Agreement and any and all documents necessary to effectuate such Agreement on behalf of the City of Dickinson.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, are hereby in all things approved.

Section 3. The City Administrator is hereby authorized to execute the Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the City Administrator be appropriate in order to effect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED, APPROVED AND ADOPTED this the 12th day of April, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Alun Thomas, Interim City Secretary
City of Dickinson, Texas

David W. Olson, City Attorney
City of Dickinson, Texas

EXHIBIT “A”

TO

RESOLUTION XXX-2016

COUNTY OF GALVESTON
STATE OF TEXAS

§ AGREEMENT BETWEEN THE
§ CITY OF DICKINSON, TEXAS
§ AND PROJECT SURVEILLANCE, INC.
§ FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
§ RFP# 1603-04

This Agreement is made and entered into by and between the City of Dickinson, Texas, a municipal corporation situated in Galveston County, Texas ("The City") and Project Surveillance, Inc., the "Contractor" hereinafter identified.

WITNESSETH:

WHEREAS, the City Council has found that construction management and inspection services are necessary for quality control and assurance, and

WHEREAS, the Contractor hereinafter identified desires to perform construction management and inspection services within the City upon the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the premises and covenants hereinafter set forth, the City and the Contractor mutually agree as follows:

I. SCOPE OF SERVICES

Services shall be provided in accordance with the Scope of Work identified in RFP# 1603-04, Construction Management and Inspection Services, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) RFP# 1603-04, Construction Management and Inspection Services, (Exhibit "A"); and
- (c) The Contractor's Proposal dated March 17, 2016 (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, RFP, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

II. DURATION OF CONTRACT

This Contract shall commence upon the effective date and shall terminate two years after issuance date, unless terminated in accordance with the terms of this Agreement or extended by the City for one (1) additional two-year term.

III. COMPENSATION FOR SERVICES & PAYMENT

Compensation for Services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B" in an amount not to exceed \$25,000.00. Such compensation for services as reflected in Exhibit "B" shall apply in the event that the Contract is renewed pursuant to the provisions of Article 2 above.

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

IV. GENERAL PROVISIONS

4.1 *Termination Without Cause.* The City may terminate this Agreement, without cause, upon thirty days written notice to the Operator. The Operator may terminate this Agreement, without cause, upon thirty days written notice to the City.

4.2 *Termination For Cause.* This Agreement may be terminated immediately and without notice upon the occurrence of any of the following events:

- (1) Any attempt by the Contractor to assign, subcontract, lease or sublet any obligation assumed hereunder unless the Operator has received prior written approval from the City therefore.
- (2) Failure to comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local.
- (3) Failure to comply with any term or condition of this Agreement.

4.3 *Dispute Resolution.* The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.

4.4 *Safety.* The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

4.5 *Indemnification.* The Operator is and shall be an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the City. The Operator shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Operator, its officers, agents, employees, subcontractors, licensees, or invitees.

4.6 *Severability.* The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

4.7 *Notices.* Any notice that is required or permitted to be given by the City to the Contractor hereunder may be given by personal delivery, facsimile with confirming copy, or mailed to the Operator by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

Project Surveillance, Inc.
Judith Cunningham
9822 Whithorn Dr. Suite A
Houston, TX 77095

Any notice that is required or permitted to be given by the Contractor to the City hereunder may be given by personal delivery or mailed to the City by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

City of Dickinson
Attn: City Administrator
4403 Highway 3
Dickinson, TX 77539

Notices mailed as above shall be deemed given on the third regular postal delivery day after the date of their deposit in the U.S.P.S. Notices delivered by personal delivery shall be deemed delivered given upon their delivery. Either party may change its address for notice upon written notice to the other party.

4.8 *Entire Agreement.* This Agreement, inclusive of the documents incorporated herein by reference or as exhibits hereto, constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and it may be amended only by an instrument in writing executed by both parties.

4.9 *No Assignment.* The rights granted to the Contractor and the obligations herein assumed by the Contractor shall be personal to the Contractor and shall only apply to the Contractor identified in this Agreement. This Agreement shall terminate upon any attempted assignment, subcontract, lease or other subletting of any obligation assumed hereunder unless the City Administrator has given prior written approval therefore.

4.10 *Governing Law.* The laws of the State of Texas and the Charter and Ordinances of the City shall govern the interpretation, validity, performance, and enforcement of this Agreement.

4.11 *Assigned Personnel.* The Contractor shall assign one primary person for each position listed in Exhibit "B" to this contract. No change in assigned personnel may occur without prior approval from the City.

IN WITNESS WHEREOF, this Agreement is executed effective on this the ____ day of _____, 2016.

ATTEST: *(if corporation)*

CONTRACTOR

By: _____

(Print or Type Name)

(Title)

CITY OF DICKINSON, TEXAS

By: _____

Julie M. Robinson, City Administrator

ATTEST:

Alun Thomas, Interim City Secretary

**REQUEST FOR PROPOSALS
CITY OF DICKINSON, TEXAS**



**CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
REQUEST FOR PROPOSALS #1603-04**

**PROPOSAL OPENING DATE:
MARCH 23, 2016**

Exhibit "A"
CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

CITY OF DICKINSON
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
REQUEST FOR PROPOSALS #1603-04

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- Conflict of Interest Questionnaire
- Bidder Reminder List
- Attachment "A" – Form Contract

Exhibit "A"

**PROPOSAL OPENING DATE:
MARCH 23, 2016**

**REQUEST FOR PROPOSALS #1603-04
SCHEDULE SUMMARY**

Wednesday	March 9, 2016	RFP Documents Released and 1 st Legal Advertising for RFP
Wednesday	March 16, 2016	2 nd Legal Advertising for RFP
Friday	March 18, 2016	Last day for inquiries and clarifications
Wednesday	March 23, 2016 10:00 am 10:10 am	Deadline for Submission of Proposals Opening of Proposals
Tuesday	April 12, 2016	City Council Award of RFP

Note: This schedule is preliminary and may be modified at the discretion of the owner.

Exhibit "A"

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
INVITATION TO SUBMIT PROPOSALS**

The City of Dickinson invites the submission of proposals from experienced, construction inspection companies and/or individuals to provide construction management and inspection services for Street Rehabilitation projects and other projects as necessary. The City will select one respondent to provide these services for the City. The city is seeking an agreement for a two-year period with an option to renew for an additional two-year term.

PROPOSALS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, MARCH 23, 2016. NO PROPOSALS WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

PROPOSALS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, MARCH 23, 2016, AT 10:10 A.M.

RFP documents may be downloaded from the Purchasing Page of the City of Dickinson's website at www.ci.dickinson.tx.us or obtained in person at Dickinson City Hall: 4403 State Highway 3, Dickinson, Texas 77539. Minority and small business vendors or contractors are encouraged to submit bids or proposals on any and all City of Dickinson projects.

All proposals submitted for City consideration must include two (2) originals and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "Request for Proposals #1603-04, City of Dickinson Construction Management & Inspection Services, Attention: City Secretary", and must contain the name of the company submitting the Proposal.

A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for 100% of the contract price.

The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Proposals shall be valid for a period of sixty (60) days from the date proposals are opened.

1st Advertisement: Galveston Daily News, March 9, 2016

2nd Advertisement: Galveston Daily News, March 16, 2016

Exhibit "A"
REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
SCOPE OF SERVICES AND SPECIAL CONDITIONS

I. BACKGROUND

The City of Dickinson, Texas ("City") invites the submission of proposals from experienced and qualified Construction Management & Inspection service companies to provide construction oversight and inspection of its Street Rehabilitation projects and other projects as necessary. The City will select one respondent to provide construction management and inspections services for the City. Selected respondents primary objectives for submitting a proposal must be aligned with the City's objectives which are:

- Facilitate construction and completion of street projects and
- Ensure quality assurance in compliance with construction standards.

2016 Street Rehabilitation projects include:

1. Removal and disposal of existing pavement and driveways, and placement of 6 inches of concrete paving on 35th Street from Kansas Ave. to California Ave., Nebraska Street from 46th Street to WWTP, and Johnson Street from Dead End North of Lobenstien Ln to Dead End South of Lobenstein Ln.
2. Removal and disposal of existing pavement and driveways, and placement of 6 inches of concrete paving on Gill Road from Rodeo Bend Drive to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, and Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle.

In addition to the street rehabilitation projects, the contractor may be asked to provide inspections for other streets and/or drainage projects. Average estimated number of hours per week is approximately 20 hours dependent on the construction schedule.

II. SCOPE OF WORK

The City is soliciting proposals for the provision of construction management and inspection services in accordance with the following specifications, requirements and conditions. The proposals shall include the provision of all labor, equipment and materials, and the ability to perform all necessary work. Services shall include the following:

A. Construction Management:

1. Develop a construction management plan for approval by City to include procedures for team communication, review, reporting, and approval.

B. Communications

1. Report in person and in writing, at regular intervals and at special need times, to the Public Works Director.

C. Construction Phase

1. Provide on-site construction management.
2. Maintain daily on-site project log and as-built schedule report. Prepare daily reports of observations and activities. Secure the general contractor's daily log reports.

Exhibit "A"

3. Perform periodic digital video and still photography of the progress of the project. Said photography must show date of the events and conditions being recorded. All non-compliance issues as well as any other site condition requested by City staff shall be photographed.
 4. Coordinate, review and approve the Contractor's proposed Critical Path Method (CPM) schedule for completion of the project.
 5. Review contractor's schedule update submittals for conformance to master schedule and contract documents.
 6. Conduct pre-construction. Schedule and conduct bi-weekly construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Prepare and promptly distribute minutes.
 7. Establish and implement procedures for review and processing of all project documentation. Facilitate engineer review of contractor submitted questions or product information.
 8. Oversee Quality Assurance of the construction activities to conform to plans and specifications. Monitor contractor work performance for deficiencies and recommend any special testing needed.
 9. Perform all special inspections required for project.
 10. Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence in electronic form and hard copy.
 11. Maintain at the project site in an "as current" basis, a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction.
 12. Maintain RFI, submittal and change order logs. Ensure consultants and engineers respond within contract time frames.
 13. Receive contractor payment application, review for accuracy (amount due, certified payroll, appropriate rate, etc.) and circulate to engineer and Public Works Director for their review, signature and approval.
 14. Maintain a daily log containing a record of weather, contractors, work on site, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as the City may require.
 15. Monitor and endeavor to ensure the establishment and implementation of appropriate safety programs by the Contractor.
 16. Review and evaluate the appropriateness of all proposed change orders; advise the City as to their effect on the contract time and cost; perform independent estimates of proposed change order work when necessary or when directed by the City. Negotiate change orders and recommend approval or denial by the City.
- D. Construction Completion and Closeout
1. Compile detailed "punch lists" with the Engineer.
 2. Coordinate closeout procedures. Monitor the Contractor's, the subcontractors', and Architect's progress to finalize all project records, complete and correct as-builts, and other documentations required by the Director of Public Works.
 3. Oversee the complete performance of all punch list items and final clean-up before contractor moves off site.
 4. Obtain from contractor all record (as built) drawings; O & M materials, attic stock, contract required documents, lien releases, and written warranties. Review and circulate to City for final acceptance.
 5. Coordinate final testing, documentation and regulatory inspections.

Exhibit "A"

6. Advise on substantial and final completion and any liquidated damages.
 7. Advise on final payment.
 8. Provide City with complete project documentation for permanent records/storage.
 9. Evaluate any contractor claim, negotiate and resolve claim issues. Recommend approval or denial by the City.
 10. Establish a warranty process and schedule warranty walks as applicable for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.
 11. Oversee the complete performance of all warranty repair items.
- E. The following conditions are also applicable duties and responsibilities of the Contractor:
- a. **Observe the Work.** The Contractor shall observe the work for conformance with the approved (stamped) design drawings and specifications. Architect/Engineer-reviewed shop drawings may be used only as an aid to inspection. Inspections are to be performed on a continuous basis, meaning that the Contractor is on site in the general area at all times observing the work requiring inspection.
 - b. **Report Nonconforming Items.** The Contractor shall bring nonconforming items to the immediate attention of the Construction Superintendent and note all such items in the daily report. If any item is not resolved in a timely manner or is about to be incorporated into the work, the Contractor shall immediately notify the Public Works Director by telephone or in person.
 - c. **Furnish Daily Reports.** Complete and sign both the inspection record and the daily report from for each day's inspections. These records shall remain at the jobsite with the Contractor for review by the Public Works Director.
 - d. **Furnish Weekly Reports.** The Contractor shall furnish weekly reports of tests and inspections directly to the Public Works Director and others as designated. These reports must include the following:
 - (1) Description of daily inspections and tests made with applicable locations;
 - (2) Listing of all nonconforming items;
 - (3) Report on how nonconforming items were resolved or unresolved as applicable; and,
 - (4) Itemized changes authorized by the engineer and Public Works Director if not included in nonconformance items.

All Reports and information provided to or developed by the Contractor shall be considered to be the confidential property of the City, and Contractor shall distribute or disclose such reports and information only to those persons, organizations or agencies specifically designated in writing by the City or its authorized representative.
 - e. **Retain Records.** Contractor shall retain all pertinent records relating to the services performed for a period of six years following project completion during which period the records will be made available to the City at all reasonable times.

The selected respondents will be required, at a minimum, to comply with the terms and conditions set forth in this Request for Proposals ("RFP") and to provide such services in compliance with all local, state, and federal regulations. The selected respondents shall also execute an Agreement with the City, the form of which is provided at the end of this RFP. Any contract awarded in response to this RFP will be for a two (2) year period. The City shall have the option to renew the contract for one (1) additional two (2) year term upon approval by the City Council.

A. Minimum Qualifications.

The City has established the following minimum qualifications for construction management and inspection services. Respondents who do not meet **all** of these minimum qualifications **will not** be considered for the award of a contract. The City, in its sole discretion, will determine if a Respondent meets these minimum qualifications and will base its decision on the information contained in the Respondent's proposal submitted in response to this RFP as well as through reference checks conducted by the City staff.

Minimum of five (5) years continuous experience, within the last seven (7) years, to include construction management and inspection services as described in this RFP. Respondents must include a resume outlining years of experience and any credentials.

B. Demonstrated Qualifications and Project Experience.

This section should establish the ability of the Contractor to satisfactorily perform the required work. Provide examples of similar project experience; municipal experience, preferred.

List at least three and not more than five projects or contracts for Construction Management and Inspection Services, within the last 5 years, for which you have successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most related project listed first.

At a minimum, provide the following information for each project listed:

- a. Company Name, contact person, including telephone number, email addresses
- b. Project name and location
- c. Project Owner, title and current phone number
- d. Project cost or contract value
- e. Project size (square feet or linear feet);
- f. Description of the project, scope of services, describing your experience, and work performed by your firm
- g. Names of consultant firms, if any, and their areas of expertise
- h. Description of how this project is similar and why the services provided are relevant to this project
- i. Period of time for which work was performed

C. References.

A list of at least three references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect the firm will receive zero points for that reference.

Exhibit "A"
REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
INSTRUCTIONS TO BIDDERS/PROPOSERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID/PROPOSAL.

1. BIDS/PROPOSALS, PREPARATION AND SUBMITTAL

All proposals submitted for City consideration must include two (2) original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "Request for Proposals #1603-04, City of Dickinson Construction Management and Inspection Services, Attention: City Secretary", must contain the name of the company or individual submitting the bid, and be delivered prior to the response due date and time as described in the Invitation to Bidders. Failure to submit a bid/proposal in accordance with these instructions may result in the bid/proposal being declared unresponsive to specification and may not be further evaluated.

For bids/proposals submitted in hard copy, all figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the proposal. No oral, telegraphic, telephonic, e-mailed or facsimile bids/proposals will be considered.

All bids/proposals/proposals must be submitted in a sealed envelope and must contain the following:

- (1) A completed Application on the form provided in this RFP signed by the authorized individual;
- (2) A completed Pricing Schedule on the form provided in this RFP;
- (3) Acceptable documentation indicating compliance with all insurance requirements of the City, State or other regulatory agency;
- (4) A completed Conflict of Interest Disclosure form as provided with this RFP;
- (5) Resume(s) of proposed staff.
- (6) List of at least three and not more than five projects or contracts for Construction Inspection Services, within the last 5 years, for which you have successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most related project listed first.
- (7) A list of at least three (3) references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect the firm will receive zero points for that reference.

Bidders must provide all documentation required with the bid/proposal response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid/Proposal Preparation, please see the General Conditions of Bidding contained herein.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters that can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents, or should there be any doubt as to a document's meaning and intent, the Bidder should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid/proposal by Bidder shall be conclusive evidence that the Bidder is fully acquainted with and satisfied as to character, quality and quantity of equipment and/or services to be furnished.

3. DELIVERY OF BIDS/PROPOSALS/PROPOSALS

Exhibit "A"

Bids/proposals received prior to the time of the opening will be kept securely unopened. Bids/proposals received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids/proposals will decide when the specified time has arrived for the opening of the bids/proposals. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids/proposals will be considered.

4. SIGNATURES

All bid/proposal responses are required to be signed by an authorized representative of the bidding entity. Bid/proposal responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

5. BID/PROPOSAL ALTERATION/WITHDRAWAL

Bids/proposals cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids/proposals may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid/proposal represents no right for withdrawal after the bid is opened. No bids/proposals may be withdrawn or canceled for a period of sixty (60) calendar days after opening of the bids/proposals.

6. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids/proposals not considered for the following reasons, including, but not limited to:

- Bid received after the time set for receiving bids as stated in the advertisement;
- Reason for believing collusion exists between bidders;
- The bidder, sub-contractor or supplier being an interested party in any litigation against the City;
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- Failure to comply with any of the requirements contained herein;
- Lack of signature by an authorized representative on the Bid Form or Proposal;
- Bidder is indebted to the City.

7. BID OPENINGS

All bids/proposals submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation for Proposals. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids/proposals submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The City will notify the successful bidder upon award of the contract, and, according to State law, all bids/proposals received will be available for inspection at that time, unless otherwise provided by law.

8. PROPOSAL EVALUATION AND SELECTION

The City will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the following items:

Exhibit "A"

Years of relevant experience of firm or individual: 10%

Qualifications and relevant experience on similar projects: 20%

Demonstrated ability to respond quickly based on references: 20%

Cost effectiveness: 50%

9. BASIS OF AWARD

It is the intent of the City to award a Contract to one Respondent submitting the most efficient and/or most economical proposals for the City. Selection shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids/proposals are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids/proposals.

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of Dickinson reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on the bid/proposal if their bid/proposal is "all or none"; otherwise, it shall be considered as agreeing with this section.

The City of Dickinson reserves the right to contact any offer or, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offer or, or to reject any or all bids/proposals.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at www.ci.dickinson.tx.us.

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City Administrator within five (5) working days following the opening of the bids/proposals. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) working days of the staff recommendation to the City Council. Unless otherwise provided by law, all staff recommendations will be made available for public review by inclusion in the agenda packet for the City Council meeting at which the bid/proposal will be considered.

Exhibit "A"
REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interests of the City.

Upon award of bid, the specifications and provisions of this bid document shall constitute a contract between the City of Dickinson and the successful bidder.

BIDDING

1. **PRICING:** Price(s) quoted must be held firm for a minimum of 120 days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids/proposals are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements, contract bid quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
2. **ERROR-QUANTITY:** Bids/proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
3. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
4. **PROPRIETARY INFORMATION:** If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
5. **CORRESPONDENCE:** The bid number assigned to this Project must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
6. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson City Secretary. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
7. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing to the City.

Exhibit "A"

8. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services, by telephone 281-337-8839 or e-mail s russell@ci.dickinson.tx.us. Any attempt on the part of a bidder or his representative to contact an elected official of the City regarding this bid or its award will disqualify the bidder.

PERFORMANCE

9. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. In addition to the factors identified in Section 8 of the Instructions to Bidders herein, a prospective bidder must meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

10. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
11. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City and/ harmless from any claim involving patent right infringement or copyrights on goods or services supplied.
12. ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

PURCHASE ORDERS AND PAYMENT

13. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids/proposals. Any bid submitted without required bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City prior to commencement of any work pursuant to the agreement provisions.
14. APPROPRIATION CLAUSE: The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
15. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Administrative Services Manager.
16. PAYMENT TERMS: Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the bidder who provides goods or services at the best value for the municipality. Successful Bidder is required to pay subcontractors within ten (10) days of work performed.

Exhibit "A"

17. **INVOICES:** Invoices, if applicable, must be submitted by the successful bidder in duplicate to the City of Dickinson, Attn: Accounts Payable, 4403 State Highway 3, Dickinson, Texas 77539.

CONTRACT

18. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids/proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between the City and the successful bidder(s). Either party dissenting will terminate the contract in accordance with its initial specified term.
19. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Harris and/or Galveston Counties authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
20. **ELECTRONIC PROCUREMENT:** The City of Dickinson has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062 of the Texas Government Code. The City of Dickinson may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.
21. **SELECTION OF REASONABLY QUALIFIED PROPOSALS:** The City of Dickinson will review the proposals submitted by all proposers. On the basis of the relative importance of price and other evaluation factors, the City of Dickinson will determine which proposals are reasonably qualified for the award of the Contract.

The City of Dickinson may, at any time, investigate a proposer's ability to perform the services. The City of Dickinson may ask for additional information about the company and its service on previous Contracts. Proposers may choose not to submit information in reply to the City of Dickinson's request; however, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City may discontinue further consideration of a particular proposal.

The City of Dickinson would typically be interested in previous experience in performing similar or comparable services, business and technical organizations, staffing and personnel turnover; customer lists; financial statement of resources for current and past periods; or other relevant information.

Please be aware that the City of Dickinson may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from other published sources such as industry newsletters or from non-published sources made available to the City of Dickinson.

22. **DISCUSSIONS WITH REASONABLY QUALIFIED PROPOSERS:** After selection of reasonably qualified proposers, the City of Dickinson may enter into discussions concerning the services proposed. These discussions will be on an individual basis and closed to third parties and other proposers.
23. **EXECUTION OF CONTRACT:** The City Council, by Council Resolution, shall authorize award of the Contract to one Proposer and designate the successful Proposer as the City of Dickinson Contractor, subject to execution of the Contract documents by City and Proposer. The City of Dickinson will require

Exhibit "A"

the Proposer to sign the Contract documents and to provide the required Performance and Payment Bonds, as appropriate, and provide evidence of insurance as required under the Contract documents. No work shall commence until the Contract documents are signed.

No contract shall be binding on the City until it has been executed by the appropriate authorized signatory for each entity. Further, no Contract for this project may be signed by the City of Dickinson without the authorization of the Dickinson City Council.

After the Contract is signed, the City will not make allowances for any failures by the designated Contractor, which affect the ability to provide services explicitly included in the Contract.

24. **EXECUTION OF APPROPRIATE BONDS:** The designated Contractor shall execute Performance and Payment Bonds in the amount specified in the Contract and provide proof of insurance conforming to requirements as set forth in the Contract. The designated Contractor shall pay cost for such bonds. Proof of insurance must accompany the executed Contract.

Unless otherwise approved in writing by the City of Dickinson, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

25. **FAILURE TO EXECUTE CONTRACT:** Failure to execute the Contract within ten (10) days after the completed Contract documents are delivered by the City of Dickinson shall entitle the City of Dickinson to rescind the award and retain the proposal security. In the event of the City of Dickinson should be required to re-advertise because of the failure to execute Contract document, the defaulting party shall not be eligible to submit a proposal.
26. **VALID PROPOSALS:** Contractors agree that their proposals shall remain valid for 120 days following the deadline date for submissions, or, if a proposal is accepted, throughout the entire term of the Contract.
27. **CONFIDENTIALITY:** In accordance with state law, proposals shall be opened so as to avoid disclosure of contents to competing proposers and shall be kept secret and confidential during the process of negotiation. All proposals submitted for this RFP shall be open for public inspection after Contract award. Clearly marked and identified trade secrets and confidential information contained in the proposal shall not be opened for public inspection upon mere request under the Open Records Act. Such matters will be returned to Proposer, upon request, after award of the Contract. If a third party challenges the trade secret or confidential nature of certain information, it will be the responsibility of the Proposer to defend that challenge.
28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost

Exhibit "A"

which may be obtained against the City and/ and participating entities growing out of such injury or damages.

30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate. Bidder, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declare the Bidder in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its sole expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator for the City of Dickinson or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
35. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all bidders shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the bidder represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the bidder has not been found to be liable for such practices in such proceedings.

Exhibit "A"

37. **FELONY CRIMINAL CONVICTIONS:** The bidder represents and warrants that neither the bidder nor the bidder's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the bidder has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Exhibit "A"
APPLICATION

City of Dickinson Request for Proposals #1603-04
Construction Management & Inspection Services

RESPONDENT NAME: _____
(Give exact legal name as it will appear on the contract, if awarded.)

PRINCIPAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

SOCIAL SECURITY# or FEDERAL EMPLOYER IDENTIFICATION#: _____

BUSINESS STRUCTURE OF RESPONDENT: (Please check a box)

Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____

Partnership

Corporation. If checked, check one: For Profit Nonprofit Also, check one: Texas Corporation Foreign Corporation

Other. If checked, list type of business structure: _____ (LP, LLC, LLP, etc.)

PRINTED NAME OF PERSON TO SIGN CONTRACT: _____

CONTACT INFORMATION: List the one person who the City may contact concerning this proposal or setting dates for meetings.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

IS RESPONDENT AUTHORIZED AND/OR LICENSED TO DO BUSINESS IN TEXAS?

YES NO IF "NO", PROVIDE EXPLANATION:

Exhibit "A"

HAS THIS RESPONDENT OR ANY OF ITS PRINCIPALS BEEN SUSPENDED FROM CONTRACTING WITH ANY PUBLIC ENTITY?

YES NO If "YES," please identify the public entity and the name and current phone number of a representative with that public entity familiar with the suspension, and state the reason for or circumstances surrounding the suspension, including, without limitation, the period of time for such suspension:

HAS THE RESPONDENT EVER BEEN DECLARED BANKRUPTCY OR FILED FOR PROTECTION FROM CREDITORS UNDER STATE OR FEDERAL PROCEEDINGS?

YES NO IF "YES," STATE THE DATE, COURT, JURISDICTION, AND CAUSE NUMBER OF ANY SUCH PROCEEDING:

IS RESPONDENT THE RESPONDENT CURRENTLY INVOLVED IN ANY LITIGATION?

YES NO IF "YES," PROVIDE EXPLANATION:

PROVIDE ANY OTHER NAMES UNDER RESPONDENT HAS OPERATED IN THE LAST 10 YEARS:

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

Responding Entity Name

By: _____

Printed Name: _____

Title: _____

Date: _____

If this proposal is submitted by a Co-Respondent, an authorized signature from a representative of each Co-Respondent is required. Add additional signature pages as required.

Exhibit "A"

By signing above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form demonstrated in the RFP with the understanding that the scope and compensation provisions will be negotiated and included in the final document;
2. If Respondent is a corporation, Respondent will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set for in the Agreement made a part of the RFP;
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal; and
5. All statements made in this Application are true and correct and Respondent understands that any false statements or failure to disclose required information may result in disqualification of this Proposal from consideration;

Exhibit "A"
REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
PRICING SCHEDULE FORM

Average estimated number of hours per week is approximately 20 hours dependent on the construction schedule.

Title	Hourly Rate

Exhibit "A"
REFERENCES

A list of at least three (3) references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect the firm will receive zero points for that reference.

1. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

2. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

3. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

Exhibit "A"
REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids/proposals the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

Exhibit "A"
REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

Exhibit "A"
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).

Date Received:

By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with the City of Dickinson.

2. **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or other business relationship.

Name of Officer

This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?

Yes _____ No _____

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?

Yes _____ No _____

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes _____ No _____

D. Describe each employment or business relationship with the local government officer named in this section.

4.

 Signature of person doing business with the government entity

 Date

Exhibit "A"

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
BIDDER REMINDER LIST:**

REQUIRED DOCUMENTATION INCLUDED?

TWO (2) ORIGINALS AND FOUR (4) COPIES INCLUDED?

**ALL BLANKS COMPLETED ON APPLICATION FORM, PRICING SCHEDULE
FORM, AND OTHER REQUIRED DOCUMENTS AND SIGNED?**

RESUME AND RECENT PROJECTS LIST?

COMPLETE SUPPLEMENTAL INFORMATION?

COMPLETE CONFLICT OF INTEREST QUESTIONNAIRE?

Exhibit "A"
ATTACHMENT "A" – FORM CONTRACT

AGREEMENT FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

COUNTY OF GALVESTON	§ AGREEMENT BETWEEN THE
	§ CITY OF DICKINSON, TEXAS
	§ AND _____
STATE OF TEXAS	§ FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
	§ RFP# 1603-04

This Agreement is made and entered into by and between the City of Dickinson, Texas, a municipal corporation situated in Galveston County, Texas ("The City") and _____, the "Contractor" hereinafter identified.

WITNESSETH:

WHEREAS, the City Council has found that construction management and inspection services are necessary for quality control and assurance, and

WHEREAS, the Contractor hereinafter identified desires to perform construction management and inspection services within the City upon the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the premises and covenants hereinafter set forth, the City and the Contractor mutually agree as follows:

I. SCOPE OF SERVICES

Services shall be provided in accordance with the Scope of Work identified in RFP# 1603-04, Construction Management and Inspection Services, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) RFP# 1603-04, Construction Management and Inspection Services, (Exhibit "A"); and
- (c) The Contractor's Proposal dated _____ (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, RFP, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

II. DURATION OF CONTRACT

This Contract shall commence upon the effective date and shall terminate two years after issuance date, unless terminated in accordance with the terms of this Agreement or extended by the City for one (1) additional two-year term.

III. COMPENSATION FOR SERVICES & PAYMENT

Compensation for Services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for services as reflected in Exhibit "B" shall apply in the event that the Contract is renewed pursuant to the

Exhibit "A"

provisions of Article 2 above.

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

IV. GENERAL PROVISIONS

4.1 *Termination Without Cause.* The City may terminate this Agreement, without cause, upon thirty days written notice to the Operator. The Operator may terminate this Agreement, without cause, upon thirty days written notice to the City.

4.2 *Termination For Cause.* This Agreement may be terminated immediately and without notice upon the occurrence of any of the following events:

- (1) Any attempt by the Contractor to assign, subcontract, lease or sublet any obligation assumed hereunder unless the Operator has received prior written approval from the City therefore.
- (2) Failure to comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local.
- (3) Failure to comply with any term or condition of this Agreement.

4.3 *Dispute Resolution.* The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.

4.4 *Safety.* The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

4.5 *Indemnification.* The Operator is and shall be an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the City. The Operator shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Operator, its officers, agents, employees, subcontractors, licensees, or invitees.

4.6 *Severability.* The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

4.7 *Notices.* Any notice that is required or permitted to be given by the City to the Contractor hereunder may be given by personal delivery, facsimile with confirming copy, or mailed to the Operator by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

Exhibit "A"

Any notice that is required or permitted to be given by the Contractor to the City hereunder may be given by personal delivery or mailed to the City by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

City of Dickinson
Attn: City Administrator
4403 Highway 3
Dickinson, TX 77539

Notices mailed as above shall be deemed given on the third regular postal delivery day after the date of their deposit in the U.S.P.S. Notices delivered by personal delivery shall be deemed delivered given upon their delivery. Either party may change its address for notice upon written notice to the other party.

4.8 *Entire Agreement.* This Agreement, inclusive of the documents incorporated herein by reference or as exhibits hereto, constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and it may be amended only by an instrument in writing executed by both parties.

4.9 *No Assignment.* The rights granted to the Operator and the obligations herein assumed by the Operator shall be personal to the Operator and shall only apply to the auto wrecker(s) identified in this Agreement. This Agreement shall terminate upon any attempted assignment, subcontract, lease or other subletting of any obligation assumed hereunder unless the Chief of Police has given prior written approval therefore.

4.10 *Governing Law.* The laws of the State of Texas and the Charter and Ordinances of the City shall govern the interpretation, validity, performance, and enforcement of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective on this the ____ day of _____, 2016.

ATTEST: *(if corporation)*

CONTRACTOR

By: _____

(Print or Type Name)

(Title)

CITY OF DICKINSON, TEXAS

By: _____
City Administrator

ATTEST:

City Secretary

Exhibit "B"

REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON, TEXAS
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
MARCH 23, 2016
SUBMITTED BY:



9822 Whithorn Dr., Suite A
Houston, Texas 77095



Statement of Qualifications

Years in Business: Established in 1990 (26 years in business)

Contact Persons: Judith B. Cunningham - President

Cell: 713-253-0467

Brian D. Cunningham - Director of Operations

Cell: 713-817-4299

Type of Firm: Texas Corporation

Certifications: City of Houston - Disadvantaged Business Enterprise / Women Business Enterprise, HUB Certified, Metro Small Business and Port of Houston - Small Business Ent.

Affiliations: APWA, TPWA

Project Surveillance, Inc. is a Woman Owned Business specializing in Civil Construction Inspection and Construction Management Services that has been in business for over 25 years. We are registered as a Small Business Enterprise with the Port of Houston Authority and METRO, as well as certified as a HUB and identified as a W/DBE from the City of Houston. **Project Surveillance, Inc.** is located in Houston, Texas and performs services in Harris County, Brazoria County, Ft. Bend County, Galveston County, Matagorda County, Montgomery County and surrounding areas. Our staff consists of 22 civil construction inspectors with a wide range of experience in all aspects of civil construction. The experience of our team ranges from 15 to 40 years for various entities including TX DOT, Harris County Engineering Dept., METRO, Harris County Toll Road Authority, the City of Houston Public Works and Engineering Dept. as well as private engineering firms.

Project Experience:

- Street Rehabilitation
- Drainage Channels, Storm Sewer Pump Stations
- Wastewater Treatment Plants, Lift Stations, Forcemain
- Water Plants, Water Pump Stations, Transmission Lines
- Private Land Developments / Subdivisions (WS&D)
- Toll Road Widening / Pass-through Tolls
- Major Highway Grade Separation / CRC Projects
- County Mobility Reconstruction Projects
- Bridge Projects

Project Surveillance, Inc., through previous projects, has demonstrated our commitment to our clients, our ability to achieve consensus through teamwork and our reputation for unmatched services in the industry. Our goal is to become an integral part of the team to ensure quality and cost efficient civil construction. We are pleased to present our qualifications for these important projects.

APPLICATION
City of Dickinson Request for Proposals #1603-04
Construction Management & Inspection Services

RESPONDENT NAME: Project Surveillance, Inc.
(Give exact legal name as it will appear on the contract, if awarded.)

PRINCIPAL ADDRESS: 9822 Whithorn Dr., Suite A

CITY: Houston STATE: TX ZIP: 77095

TELEPHONE NO. 281-856-0700 FAX NO. 281-856-8777

EMAIL ADDRESS: judith@projectsurveillance.com

SOCIAL SECURITY# or FEDERAL EMPLOYER IDENTIFICATION#: 76-0310474

BUSINESS STRUCTURE OF RESPONDENT: (Please check a box)

- Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____
- Partnership
- Corporation. If checked, check one: For Profit Nonprofit Also, check one: Texas Corporation Foreign Corporation
- Other. If checked, list type of business structure: _____ (LP, LLC, LLP, etc.)

PRINTED NAME OF PERSON TO SIGN CONTRACT: Judith B. Cunningham

CONTACT INFORMATION: List the one person who the City may contact concerning this proposal or setting dates for meetings.

NAME: Judith Cunningham

ADDRESS: 9822 Whithorn Dr., Suite A

CITY: Houston STATE: TX ZIP: 77095

TELEPHONE NO. 281-856-0700 FAX NO. 281-856-8777

EMAIL ADDRESS: judith@projectsurveillance.com

IS RESPONDENT AUTHORIZED AND/OR LICENSED TO DO BUSINESS IN TEXAS?
 YES NO IF "NO", PROVIDE EXPLANATION:

Exhibit "B"

HAS THIS RESPONDENT OR ANY OF ITS PRINCIPALS BEEN SUSPENDED FROM CONTRACTING WITH ANY PUBLIC ENTITY?

YES NO If "YES," please identify the public entity and the name and current phone number of a representative with that public entity familiar with the suspension, and state the reason for or circumstances surrounding the suspension, including, without limitation, the period of time for such suspension:

HAS THE RESPONDENT EVER BEEN DECLARED BANKRUPTCY OR FILED FOR PROTECTION FROM CREDITORS UNDER STATE OR FEDERAL PROCEEDINGS?

YES NO IF "YES," STATE THE DATE, COURT, JURISDICTION, AND CAUSE NUMBER OF ANY SUCH PROCEEDING:

IS RESPONDENT THE RESPONDENT CURRENTLY INVOLVED IN ANY LITIGATION?

YES NO IF "YES," PROVIDE EXPLANATION:

PROVIDE ANY OTHER NAMES UNDER RESPONDENT HAS OPERATED IN THE LAST 10 YEARS:

N/A

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

Project Surveillance, Inc.
Responding Entity Name

By: 

Printed Name: Judith B. Cunningham

Title: President

Date: Mar. 17, 2016

If this proposal is submitted by a Co-Respondent, an authorized signature from a representative of each Co-Respondent is required. Add additional signature pages as required.

Exhibit "B"

By signing above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form demonstrated in the RFP with the understanding that the scope and compensation provisions will be negotiated and included in the final document;
2. If Respondent is a corporation, Respondent will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set for in the Agreement made a part of the RFP;
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal; and
5. All statements made in this Application are true and correct and Respondent understands that any false statements or failure to disclose required information may result in disqualification of this Proposal from consideration;

Exhibit "B"

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
PRICING SCHEDULE FORM**

Average estimated number of hours per week is approximately 20 hours dependent on the construction schedule.

Title	Hourly Rate
Project Field Representative	\$65
Project Manager	\$75

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
SUPPLEMENTAL INFORMATION**

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids/proposals the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:
9822 Whithorn Dr., Suite A, Houston, TX 77095
281-856-0700

2. Name and address of principal place of business, and phone number of your company's majority owner:
Project Surveillance, Inc.
9822 Whithorn Dr., Suite A, Houston, TX 77095
Judith Cunningham, 281-856-0700

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:
Same as above

Exhibit "B"

**REQUEST FOR PROPOSALS #1603-04
CITY OF DICKINSON CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT
Project Surveillance, Inc.	281-856-0700	100%



Exhibit "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 11700 Katy Freeway Suite 1100 Houston TX 77079		CONTACT NAME: Susan Newsted PHONE (A/C No. Ext): 713-952-9990 E-MAIL ADDRESS: snewsted@higginbotham.net FAX (A/C No.): 713-952-9939															
INSURED Project Surveillance, Inc. 9822 Whitehorn Drive Suite A Houston TX 77095		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Co of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: RLI Insurance Company	13056	INSURER B: The Travelers Indemnity Co of Amer	25666	INSURER C: The Travelers Indemnity Company	25658	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: The Travelers Indemnity Company	25658																
INSURER D:																	
INSURER E:																	
INSURER F:																	

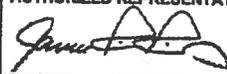
COVERAGES **CERTIFICATE NUMBER: 1137814271** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PACP6C829094	12/11/2015	12/11/2016	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PACP6C629094	12/11/2015	12/11/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP006C8294991547	12/11/2015	12/11/2016	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
							\$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XKUB3998T12415	12/11/2015	12/11/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Professional Liability		RDP0022082	10/15/2015	10/15/2016	Each Claim	\$1,000,000
						Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER City of Dickinson 312 Deats Road Dickinson TX 77539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Project Surveillance, Inc. 9822 Whitehorn Drive Suite A Houston TX 77095	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Commercial General Liability includes a Blanket Waiver of Subrogation where required by written contract or agreement; any person or organization whom the Named Insured has agreed in a written contract or agreement requiring insurance is included as an Additional Insured within the performance of the Named Insured's ongoing operations and included within the "products-completed operations hazard"; the insurance provided to an Additional Insured is considered Primary or Primary and Non-Contributory if specifically required by a written contract or a written agreement - Per Form CG D3 81 09 07 - Blanket Additional Insured (Architects, Engineers and Surveyors.)

A Waiver of Subrogation is included for Professional Liability per Form RDP 101 (01/09), but only if required per a written contract.

A Waiver of Subrogation is included for Workers' Compensation per Texas Form WC 42 03 04 B -001 for any person or organization for which the Named Insured has agreed by written contract to furnish this waiver for all Texas operations.

Judith Cunningham is excluded for Workers' Compensations per Form WC 42 03 08 (00)-001 per Texas Partners, Officers, and Others Exclusion Endorsement.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received:</p>	
<p>1. Name of person who has a business relationship with the City of Dickinson.</p> <p style="margin-left: 20px;">N/A</p>		
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. Name of local government officer with whom filer has employment or other business relationship.</p> <p style="text-align: center; margin-left: 40px;">Name of Officer</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire? Yes _____ No _____</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson? Yes _____ No _____</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes _____ No _____</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4.</p> <p style="margin-left: 20px;">_____ Signature of person doing business with the government entity</p> <p style="margin-left: 400px;">_____ Date</p>		

Professional Résumé of

GARY JONES

SUMMARY

Over 35 years of extensive knowledge with city government, management position involving departments of everyday operations within the City of Seabrook.

WORK EXPERIENCE

- 2008-Present **Project Surveillance, Inc.** Houston, Texas
- 1973-2007 **City of Seabrook** Seabrook, Texas
Retired as Director of Public Works. Responsibilities included all maintenance and operations of the City's water, wastewater, streets and drainage infrastructure. Duties included planning, budgeting, presentations to the Mayor and City Council, engineering reviews and implementation of capital projects throughout the city. Worked with various city advisory boards and commissions such as: Planning and Zoning and Parks Board to obtain citizen input and ideas for future development.

AREAS OF SPECIALIZATION

- Professional Licenses
- Grade A Water Operator License
 - Grade A Wastewater Operator License
 - Licensed Plumbing Inspector

Please Note: Grade A is the highest license obtainable in the state of Texas

EDUCATION

- 1973-1980 Texas A&M Engineering Extension Service, College Station, Texas
- 1971-1973 San Jacinto College, Pasadena, Texas
- 1968-1971 Clear Creek High School, League City, Texas

Professional Résumé of

RONALD MAAS

OBJECTIVE

To work in an environment in which my knowledge and skills as a Civil Construction Inspector are utilized to their fullest potential.

WORK EXPERIENCE

2004-Present **Project Surveillance, Inc.** Houston, TX
Civil Construction Project Supervisor

1983-2004 **Harris County Flood Control District** Houston, TX
Chief Inspector

Inspection of Civil Construction projects:

- Detention Facilities
- Channel Improvements / Rehabilitation
- Storm drainage systems / Spillways / Diversion Structures
- Concrete structures
- Bridge Construction (New) and Replacement
- Watershed Management: Review plans submitted by engineers
- Monitored all construction activities within HCFCD ROW's
- Oversee inspection department, reported to all water shed coordinators

Duties included preparing daily inspection reports, interaction with contractor representatives, design and construction management personnel (both public and private) and the general public. Monitored the project to ensure that the plans and specifications are followed. Oversaw the testing laboratory activities to ensure a quality product.

1978-1983 **Continental Constructors** Houston, TX
Supervisor of construction crews
Involved with Harris County Flood Control, Fort Bend County Flood Control, Brazoria County Flood Control, and Galveston County Flood Control drainage projects.

Exhibit "B"

2914 19th Ave N
Texas City, TX 77590

Phone 409 457 4180 cel:
409 554 9814 home

William R. Ferguson

Background Over 38 years experience encompassing utilities construction duties with over 20 years experience in supervision

Summary of qualifications Planned & supervised utilities construction projects.
Worked with developers & engineering firms on project design and construction.
Kept records performed by various contractors.
Operate various types of construction equipment.
Supervised and inspected water, wastewater, storm & concrete street installation.
Perform layout and grade.
Construction experience includes slipline, road bore, CCTV, Line cleaning etc.
Equipment operator oil spill cleanup 1990 Galveston.
Intermediate computer skills.

Sales Experience Sold and rented shoring equipment.
Onsite shore design for special applications.
Training demonstrations for shoring and OSHA regulations.

General Various supervision duties for rehabilitation & utilities construction companies.
Bluelop heavy equipment operator.
Construction inspector.
Survey crew chief.
Line televising & cleaning operator.

Professional experience

2009
Domac Equipment
Heavy Equipment Operator, Dozer Trackhoe, Blade, Loader
Cut to grade pads, ditches, storm, water and road base. Finished grade operator.

2008
Wycoff Construction
Site Utility Manager, Dirtwork, Utilities and Pavement. Estimated material, equipment and labor.
Assigned crew duties to finished project.

2004-2007
Texcor Construction Services.
Construction Projects Manager, Dirtwork, Utilities and Pavement.
Managed all aspects of this type of construction.

Exhibit "B"

2003

City of Friendswood.

Projects Manager for Community Development

Estimated, planned, inspected and managed all construction for the City.

1997-2003

City of Galveston

Utilities Construction Manager

Superintendent of Wastewater Collections

Utilities Construction Inspector

WWTP Maintenance Supervisor

1996-1997

Various Construction Companies

Equipment Operator/Foreman

1996

Frith Construction

Superintendent

1996

Hugh Patrick Construction

Foreman

1990-1995

City of Texas City

Supervisor Utilities Department

1989-1990

Plank Company

Company Representative, Sales and Installation of Underground Shoring

1980-1988

Alico Construction Company

Field Superintendent Utility Construction and Rehabilitation

1970-1979

Charles R. Hale & Associates

Survey Crew Chief/Civil Construction Inspector

Education

1988 Diploma-Texas City High School

32 Credit Hours-College of the Mainland

Certificates

Hazardous Materials Awareness

PW & Utilities Driving

Water Utility Management

Trade Schools

Trench Safety, Confined Space, First Aid/CPR, Drug & Alcohol Recognition, Construction Laser School, Traffic Control, Pump Repair, Supervisory Training, Fire Hydrant Course, Equipment Operator Training, Basic Wastewater Operation & Basic Water Operation Wastewater Collection II (expired)

RICHARD E. PERRYMAN

5101 Charles
Seabrook, Texas 77586
(281) 291-7665 Home (713) 822-2779 Cell

EDUCATION

Cabinetmaker Apprentices School (1971-1974)
Kansas City, Missouri

Marshall High School (1963)
Marshall, Missouri

EXPERIENCE

Bay Area Electric (December 1, 2006-May 3, 2014)
4800 Todville Rd.
Seabrook, TX 77586

Construction Superintendent (June 1, 2006-October 20, 2006)
Ewing Construction Company, Inc.
P. O. Box 4235
Corpus Christi, TX 78469-4235

Construction Superintendent (February, 2004-May, 2005)
Jesse W. Jones and Assoc.
P.O. Box 963
Seabrook, Texas 77586

Coordinator of Maintenance Department
Conroe Independent School district (May, 1992-June, 2003)

- Maintain facilities for 50 campuses and support buildings accommodating 35,000+ students.
- Supervise 85 employees in the areas of plumbing, electrical, carpentry/cabinetmaking; air conditioning/heating grounds/landscaping of 700 + acres including 125 acres of athletic fields.

Carpenter Supervisor
Conroe Independent School District (1982-1992)

Cabinet Maker
Conroe-Independent School District (May 1980-1982)

Self-employed, Conroe, Texas (August 1978 - May 1980)

- Carpenter and cabinetmaker

Exhibit "B"

Heitman Company, Houston, Texas (April, 1976 - August, 1978)

- Shop foreman for large truck repair shop

Smithey Industrial, Kansas City, Missouri (May, 1971 - April, 1976)

- Cabinetmaker and carpenter

**Omaha Bolt, Nut, Screw Company, Omaha, Nebraska
(October, 1970 - May, 1971)**

- Sales representative

**Kansas City Bolt, Nut, Screw Company, Kansas City, Missouri
(December, 1966 - October, 1971)**

- Warehouse assistant to sales representative
- Completed warehouse orders

United States Navy (May, 1963 - November, 1966)

- Operated catapult on aircraft carrier, Grade 4 level
- Active Duty- Vietnam War

References furnished upon request

Professional Résumé of

SHAWN HOLLAND

OBJECTIVE

To further utilize and challenge my proven construction skills and experience.

WORK EXPERIENCE

2008-Present Project Surveillance, Inc. Houston, TX
Field Inspector – Assigned to observe and document various projects of commercial and residential development.

1980 - 2007 Harris County Dept, of Public Works & Engineering Office Houston, TX

Engineer Technician I Subdivisions (May 2006 – September 2007)
Inspected residential and commercial construction for compliance with plans/specifications as per Harris County regulations. Performed-built and bond inspections for subdivisions. Created punch-lists of deficient items and verified completion for acceptance by Harris County.

Inspector, Harris County Permits (May 2002 – May 2006)
Responsible for inspecting underground utilities (storm and sewer) and concrete and asphalt paving associated with developmental projects in subdivisions.

Party Chief, Harris County Engineering Dept. (Feb 1990-May 2002)
Directly supervised employees in Harris County Engineering Department. Supervisory responsibilities included training employees; planning, assigning, and directing work/ appraising performance; recommending merit rewards and disciplinary actions; and addressing complaints.

Instrument Operator (January 1986 – February 1990)
Operated various surveying instruments

Chain Person / Rodman (September 1980 – January 1986)
Performed all aspects of field surveying.

1975 – 1979 Central Parts Warehouse
Auto Parts Counterman
Worked part-time while attending high school, then hired full-time after graduation.



RELEVANT PROJECTS

City of Seabrook, Arthur Chairez, Director of Public Works, (281) 474-3883,
achairez@seabrooktx.gov

Project: Waterfront Reconstruction, Seabrook, Texas

Engineer: Cobb, Fendley & Associates, Inc., Brad Matlock, PE, (713) 462-3242

Project Cost: \$1.5 million

Project Size: 2,000 linear feet

Project included removing and raising the street at the waterfront, paving, drainage and utilities. Project Surveillance, Inc. provided the inspection and documentation for construction activities, including scheduling and pay estimates, etc. This is an example of our road rehab experience.

When: 2012 to 2014

City of Pasadena, Robin Green, PE, Director of Public Works, (713) 475-7835,
rgreen@ci.pasadena.tx.us

Project: Parkside Street / Jones Improvements, Pasadena, Texas

Project Cost: \$1.5 million

Project Size:

Project Surveillance, Inc. is providing full time inspection for the City of Pasadena for many different projects, but this particular project exemplifies our experience with road rehabs which is similar to the City of Dickinson's upcoming projects. We observe and document the activities of the contractor and construction. Scheduling, Pay Estimates, etc., are all performed on these projects.

When: 2016 – present and ongoing

RELEVANT PROJECTS continued

City of Clear Lake Shores, George Jones, City Manager, (281) 334-2799 ext. 200,
giones@clearlakeshores-tx.gov

Project: Multiple Street Replacement Project, Clear Lake Shores, Texas

Engineer: Cobb, Fendley & Associates, Inc., Brad Matlock, PE, (713) 462-3242

Project Cost: \$500,000

Project Size: 2,000 linear feet

Description: Residential asphalt street rehab. Removed asphalt, placed concrete with pumps and drainage. Project Surveillance, Inc. provided part time inspection and documentation services for this road rehab. Since the City of Dickinson projects involve removing asphalt and placing concrete, it further exemplifies our experience to run these projects.

When: 2014 – 2015

City of Dickinson, Kellis George, Director of Public Works, (281) 337-6267,
kgeorge@ci.dickinson.tx.us

Project: Owens Street Improvements, Owens Dr. (FM 517 to Gum Bayou), Dickinson, Texas

Engineer: IDS Engineering Group, Travis Sellers, PE, (832) 590-7196, tsellers@idseg.com

Project Cost: \$2.7 million

Description: Reconstruction of 2 lane curb with sidewalks. Project Surveillance, Inc. provided the inspection and documentation of construction activities on this roadway rehab project.

When: 2011 - 2012

Exhibit "B"

REFERENCES

A list of at least three (3) references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect the firm will receive zero points for that reference.

1. Name: Arthur Chariez
Title/Company: Director of Public Works, City of Seabrook
Telephone: 281-474-3883
Project Association: City of Seabrook Waterfront Reconstruction

2. Name: Robin Green, PE
Title/Company: Director of Public Works, City of Pasadena
Telephone: 713-475-7835
Project Association: City of Pasadena Parkside Street / Jones Improvements

3. Name: Travis Sellers, PE
Title/Company: Vice President, IDS Engineering Group
Telephone: 832-590-7196
Project Association: City of Dickinson Owens Street Improvements

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE April 12, 2016

TOPIC: Resolution Number XXX-2016

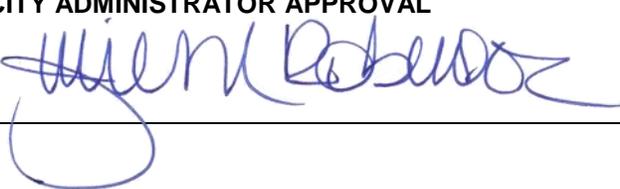
A RESOLUTION DECLARING THE INTENTION OF THE CITY OF DICKINSON, TEXAS, TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING THE DATES, TIMES, AND PLACES FOR TWO PUBLIC HEARINGS AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICES OF SUCH PUBLIC HEARINGS; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED.

BACKGROUND: This Resolution is the first step in outlining the schedule to be adhered to during the annexation of certain territory by the City. The territory as a whole is shown in Exhibit A attached to the Resolution. The Resolution outlines and sets the dates, time and place of two public hearings on the proposed annexation. In addition, it directs staff to prepare a municipal service plan for the proposed area of annexation so that it can be made available at the time of the first public hearing.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS: • Resolution Number XXX-2016

FUNDING ISSUES Not applicable
 Not budgeted
 Full Amount already budgeted.
 Funds to be transferred from Acct.# - -

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Zachary Meadows, Director of Community Development	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

RESOLUTION XXX-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, DECLARING THE INTENTION OF THE CITY OF DICKINSON, TEXAS, TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING THE DATES, TIMES, AND PLACES FOR TWO PUBLIC HEARINGS AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICES OF SUCH PUBLIC HEARINGS; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS:

Section 1. The City Council of the City of Dickinson, Texas (the "City"), hereby declares its intention to annex certain territory, generally described as:

1. ABST 19 PERRY & AUSTIN SUR PT OF LOT 122 (122-2) DICKINSON
ADDN B
2. ABST 19 PERRY & AUSTIN SUR REMAINING PTS OF LOT 122 (122-0)
DICKINSON ADDN B 0.133 ACRS
3. ABST 19 PERRY & AUSTIN SUR REMAINING PTS OF LOT 122 (122-0)
DICKINSON ADDN B 0.133 ACRS
4. ABST 19 PERRY & AUSTIN SUR PT OF LOT 123 (123-3) ADDN B
DICKINSON
5. ABST 19 PERRY & AUSTIN SUR PT OF LOT 123 (123-4) ADDN B
DICKINSON
6. ABST 19 PERRY & AUSTIN SUR PT OF LOT 123 (123-5) ADDN B
DICKINSON
7. ABST 19 PERRY & AUSTIN SUR PT OF LOT 123 (123-1) DICKINSON
ADDN B

8. ABST 19 PERRY & AUSTIN SUR PT OF LOT 123 (123-6) ADDN B
DICKINSON
9. ABST 19 PERRY & AUSTIN SUR REMAINING PTS OF LOT 122 (122-0)
DICKINSON ADDN B 0.133 ACRS
10. ABST 19 PERRY & AUSTIN SUR PT OF LOT 123 (123-2) ADDN B
DICKINSON
11. ABST 19 PERRY & AUSTIN PT OF LOTS 122, 123, & 124 (124-2)
DICKINSON ADDN B
12. ABST 19 PERRY & AUSTIN LOT 1 TO 12 BLK 244 DICKINSON
13. ABST 19 PERRY & AUSTIN SUR PT OF LOT 123 (123-7) DICKINSON
ADDN B
14. ABST 19 PERRY & AUSTIN LOT 1 TO 12 BLK 214 DICKINSON MH
1996 BUCCANEER 26X52 BLU LBL# NTA555275/6
15. ABST 19 PERRY & AUSTIN SUR PT OF LOT 123 (123-8) DICKINSON
ADDN B
16. ABST 19 PERRY & AUSTIN LOT 1 TO 12 BLK 243 DICKINSON
17. ABST 19 PERRY & AUSTIN SUR PT OF LOT 123 (123-9) DICKINSON
ADDN B
18. ABST 19 PERRY & AUSTIN SUR PT OF LOTS 123 & 124 (123-10)
DICKINSON ADDN B
19. ABST 19 PERRY & AUSTIN PT OF LOT 124 (124-1) ADDN B
20. ABST 19 PERRY & AUSTIN LOTS 1 THUR 12 BLK 184 DICKINSON

21. ABST 19 PERRY & AUSTIN SUR PT OF LOT 124 (124-5) DICKINSON
ADDN B
22. ABST 19 PERRY & AUSTIN SUR UND INT LOTS 1 THRU 12 BLK 213
DICKINSON
23. ABST 19 PERRY & AUSTIN SUR PT OF LOT 124 (124-0) DICKINSON
ADDN B
24. ABST 19 PAGE 25 LOTS 1 THRU 6 & 10 THRU 12 BLK 242 DICKINSON
25. ABST 19 PERRY & AUSTIN SW PT OF LOT 124 (124-3) DICKINSON
ADDN B
26. ABST 19 PERRY & AUSTIN SUR PT OF LOT 124 (124-6) DICKINSON
ADDN B
27. ABST 19 PERRY & AUSTIN LOT 1 TO 12 BLK 154 DICKINSON MH
PALM HARBOR GOLD LABEL #PFS0614305/306, SERIAL
#PH175210A/B 28X60 1999.
28. ABST 19 PAGE 25 LOTS 7,8 & 9 BLK 242 DICKINSON
29. ABST 19 PERRY & AUSTIN LOT 1 TO 12 BLK 183 DICKINSON
30. ABST 19 PERRY & AUSTIN PT OF LOT 124 (124-4) DICKINSON ADDN
B
31. ABST 19 PERRY & AUSTIN SUR UND INT LOTS 1 THRU 12 BLK 212
DICKINSON
32. ABST 19 PERRY & AUSTIN LOT 12 BLK 241 DICKINSON
33. ABST 19 PERRY & AUSTIN LOT 11 BLK 241 DICKINSON
34. ABST 19 PERRY & AUSTIN LOT 10 BLK 241 DICKINSON

35. ABST 19 PAGE 25 LOTS 1 THRU 6 BLK 241 DICKINSON
36. ABST 19 PAGE 25 LOTS 7 THRU 12 BLK 153 DICKINSON MH 1999
SUNSHINE 28x64 WHT/MAROON
37. ABST 19 PERRY & AUSTIN LOT 9 BLK 241 DICKINSON
38. ABST 19 PERRY & AUSTIN LOTS 7 & 8 BLK 241 DICKINSON
39. ABST 19 PAGE 25 LTS 1-12 (1-5) BLK 182 DICKINSON TOWNSITE MH
1997, 28X77 MASTERPIECE, LABELS- PFS444434, PFS444435,
40. ABST 19 PERRY & AUSTIN NW 10FT LT 5 & ALL LT 6 BLK 153
DICKINSON
41. ABST 19 PAGE 25 W 1/2 OF LOT 3 & ALL OF LOTS 4 THRU 6 & W 1/2
OF LOT 9 & ALL OF LOTS 10 THRU 12 BLK 211 DICKINSON
42. ABST 19 PERRY & AUSTIN LOT 4 & PT OF 3 & 5 (3-1) BLK 153
DICKINSON
43. ABST 19 PERRY & AUSTIN N 40 FT LOT 2 & S 20 FT LOT 3 BLK 153
DICKINSON
44. ABST 19 PAGE 25 LOTS 7 & 8 & E 1/2 OF LOT 9 BLK 211 DICKINSON
45. ABST 19 PERRY & AUSTIN LOT 1 & S 10 FT LOT 2 BLK 153
DICKINSON
46. ABST 19 PAGE 25 LOTS 10 THRU 12 BLK 152 DICKINSON TOWNSITE
47. ABST 19 PAGE 25 LOTS 1 THRU 12 (1-0) BLK 181 DICKINSON MH
LABEL# PFS667922 GALAXY 2000 28X76 BLU/WHT
48. ABST 19 SE 1/2 OF LOT 3 (3-1) BLK 211 DICKINSON TOWNSITE

49. ABST 19 NW 1/2 OF LOT 2 (2-1) BLK 211 DICKINSON TOWNSITE MH
SERIAL #SCAR29468036241 GOLDSTAR 16X80 ARK 043780 TAN/BRN
50. ABST 19 PERRY & AUSTIN LOT 6 & N 10 FT LOT 5 BLK 152
DICKINSON
51. ABST 19 PERRY & AUSTIN LOT 1 & E 1/2 OF LOT 2 BLK 211
DICKINSON
52. ABST 19 PAGE 24 LOT 9 BLK 152 DICKINSON TOWNSITE
53. ABST 19 PERRY & AUSTIN N 20 FT LOT 4 & S 40 FT LOT 5 BLK 152
DICKINSON
54. ABST 19 PAGE 24 LOTS 7 & 8 BLK 152 DICKINSON TOWNSITE.
55. ABST 19 PERRY & AUSTIN N 30 FT LOT 3 & S 30 FT LOT 4 BLK 152
DICKINSON
56. ABST 19 PERRY & AUSTIN LOTS 7 & 8 (7-1) BLK 2 COUNTRY PLACE
57. ABST 19 PERRY & AUSTIN N 40 FT LOT 2 & S 20 FT LOT 3 BLK 152
DICKINSON***DEFERRAL***
58. ABST 19 PERRY & AUSTIN LOT 1 & S 10FT OF LOT 2 BLK 152
DICKINSON
59. ABST 19 PERRY & AUSTIN SUR LOTS 4 THRU 6 & LOTS 10 THRU 12
(5-2) BLK 151 DICKINSON
60. ABST 19 PERRY & AUSTIN LOT 6 BLK 2 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
61. ABST 19 PERRY & AUSTIN LOT 15 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN

62. ABST 19 PERRY & AUSTIN LOT 5 BLK 2 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
63. ABST 19 PERRY & AUSTIN LOT 14 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
64. ABST 19 PERRY & AUSTIN SUR LOTS 3 & 4 BLK 2 COUNTRY PLACE
OUT LOT 24 NICHOLS ADDN
65. ABST 19 PAGE 32 PT LOT 24 (24-2) NICHOLS ADDN DICKINSON
66. ABST 19 PERRY & AUSTIN SUR LOTS 1 THRU 3 & LOTS 7 THRU 9 (1-
1) BLK 151 DICKINSON TOWNSITE
67. ABST 19 PERRY & AUSTIN LOT 13 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
68. ABST 19 PERRY & AUSTIN LOT 12 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
69. ABST 19 PERRY & AUSTIN E 235 FT LOT 13 NICHOLS ACS 3.560 DIM
235 X 660 N-235-DEATS RD
70. ABST 19 PERRY & AUSTIN LOT 2 BLK 2 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
71. ABST 19 PERRY & AUSTIN LOT 11 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
72. ABST 19 PERRY & AUSTIN LOT 1 BLK 2 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
73. ABST 19 PERRY & AUSTIN LOT 10 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN

74. ABST 19 PERRY & AUSTIN LOT 9 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
75. ABST 19 PERRY & AUSTIN SUR MIDDLE 3.561 ACS OF LOT 13 (13-1)
NICHOLS ADDN
76. ABST 19 PERRY & AUSTIN LOT 8 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
77. ABST 19 PERRY & AUSTIN LOT 5 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
78. ABST 19 PERRY & AUSTIN LOT 7 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
79. ABST 19 PERRY & AUSTIN LOT 6 BLK 1 COUNTRY PLACE OUT LOT
24 NICHOLS ADDN
80. ABST 19 PERRY & AUSTIN SUR PT OF LOT 13 (13-9) NICHOLS ADDN
81. ABST 19 PERRY & AUSTIN SUR PT OF LOT 13 (13-6) NICHOLS ADDN
MH 1998 18X76 PALM LABEL# PFS480923 GRY/WHT
82. ABST 19 PAGE 32 PART OF LOT 13 (13-5) NICHOLS ADDN
83. ABST 19 PAGE 32 PT OF LOT 13 (13-7) NICHOLS ADDN MH 1974
14X68 GREY/WHITE.
84. ABST 19 PERRY & AUSTIN SUR PT OF LOT 13 (13-12) NICHOLS
ADDN
85. ABST 19 PERRY & AUSTIN SUR PT OF LOT 13 (13-11) NICHOLS
ADDN
86. ABST 19 PERRY & AUSTIN SUR PT OF LOT 13 (13-8) NICHOLS ADDN

87. ABST 19 PERRY & AUSTIN SUR PT OF LOT 13 (13-4) NICHOLS ADDN
MH WINGATE SER # TXFL1AC238600169 LABEL # TEX0215193
88. ABST 19 PERRY & AUSTIN SUR PT OF LOT 13 (13-10) NICHOLS
ADDN MH ROSECREEK SER # HCTXSN8664 LABEL # TEX0431048

and more particularly described and shown in Exhibit "A," attached hereto and made a part hereof, by passage of an ordinance of annexation extending the general corporate limits of the City for all purposes to include such territory.

Section 2. The City Council of the City hereby calls two public hearings at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. The first public hearing shall be held in the City Council Chambers in Dickinson City Hall, located at 4403 Highway 3, Dickinson, Texas, at 7:00 p.m. on Tuesday, May 24, 2016. The second public hearing shall be held in the City Council Chambers in Dickinson City Hall, located at 4403 Highway 3, Dickinson, Texas, at 7:00 p.m. on Tuesday, June 14, 2016. The annexation proceeding, of which notice of intention to annex is given by this Resolution, shall be instituted not less than twenty (20) days nor more than forty (40) days subsequent to such public hearings.

Section 3. City Staff is hereby directed to cause notices of such public hearings to be given by publication in a newspaper having general circulation within the City and within the territory proposed to be annexed, the publication of notice of each public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing.

Section 4. City Staff is hereby directed to cause to be prepared a service plan that provides for extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearings called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the Texas Local Government Code.

Section 5. For all tracts within the territory appraised for ad valorem purposes as land for agricultural or wildlife management use or timber land, the City Administrator is authorized to offer and negotiate a development agreement containing the statutory requirements of Texas Local Government Code § 43.035, subject to final approval by the City Council.

DULY PASSED AND APPROVED this _____ day of _____, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

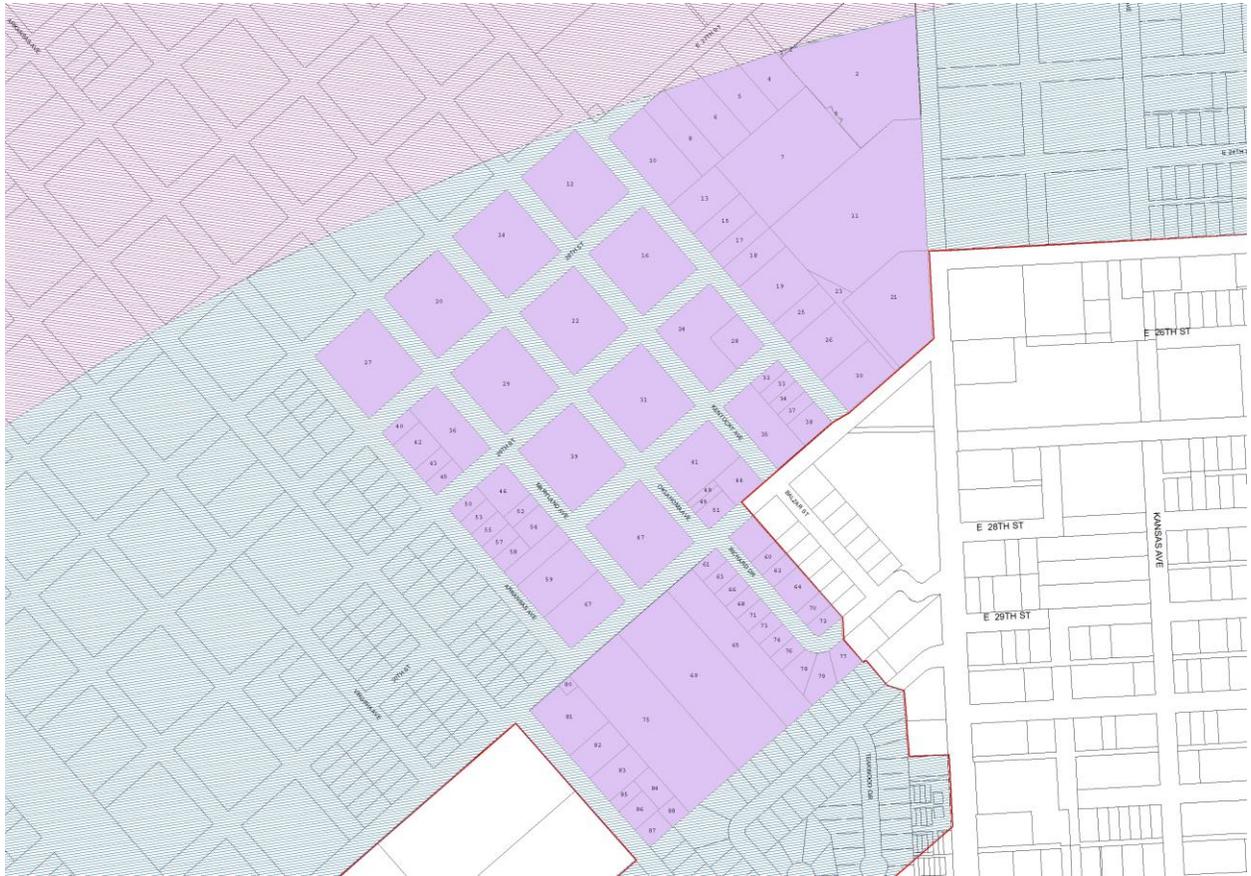
Alun Thomas, Interim City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

David W. Olson, City Attorney
City of Dickinson, Texas

EXHIBIT "A"

Map Of Territory To Be Annexed



EXECUTIVE SESSION

RECESS TIME: _____

RECONVENE

TIME: _____

ADJOURN

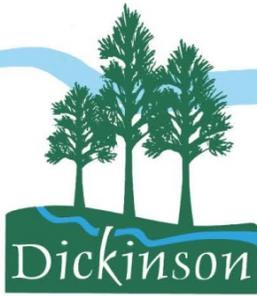
TIME: _____

MOTION: _____

SECOND: _____

VOTE _____

STAFF REPORTS



MEMORANDUM

TO: Honorable Mayor and Council Members

FROM: Stephanie Russell, Administrative Services Manager *sm*

CC: Julie M. Robinson, City Administrator

DATE: April 5, 2016

SUBJECT: Administrative Services Staff Report – March 2016

NEW PROJECTS

Dickinson Chamber of Commerce Open House – City Administrator Julie Robinson, Economic Development Coordinator Angela Forbes, Interim City Secretary Alun Thomas, and Administrative Services Manager Stephanie Russell attended the Dickinson Chamber’s open house ceremony on March 31, 2016.

Dickinson Rotary Meeting – City Administrator Julie Robinson, Economic Development Coordinator Angela Forbes, Interim City Secretary Alun Thomas, Management Intern Paul O’Brien, and Administrative Services Manager Stephanie Russell attended the March 23, 2016 Dickinson Rotary meeting. The main presentation was made by Texas Secretary of State Carlos Humberto Cascos.

DISD Breakfast – Council Members Charles Suderman and William King, City Administrator Julie Robinson, Administrative Services Manager Stephanie Russell, and Director of Community Development Zach Meadows attended a presentation by Superintendent Vicki Mims concerning the state of Dickinson Independent School District on March 22, 2016.

Joint Galveston County and Harris County Mayors and Councilmembers Associations Meeting – Council Members Wally Deats, Louis Decker, Walter Wilson, City Administrator Julie Robinson, and Administrative Services Manager Stephanie Russell attended the March 17, 2016 joint meeting held in Webster. During the meeting, Quincy Allen, P.E., new district engineer for TxDOT's Houston District, gave a presentation regarding current and future TxDOT projects.

Health Insurance Plan for 2016-2017 – On March 29, 2016 City Administrator Julie Robinson and Administrative Services Manager Stephanie Russell met with Bob Treacy, Arthur J. Gallagher & Co., regarding 2016-2017 healthcare plan options. Mr. Treacy will be developing new options for the new plan year to offer employees more choices while maintaining the City's contribution costs.

Interviews for Director of Public Works – During the month of March, two rounds of interviews were conducted for the new Public Works Director. As a result of the interviews, Paul Booth has been hired as the City's new Director of Public Works starting on Monday, April 18, 2016. Mr. Booth comes to Dickinson from the City of Galveston Public Works Department where he has been for the last 9 years in different capacities. He will be working with Mr. George over the next several weeks to begin the transition.

2016 Red, White & Bayou – Staff held an initial planning meeting on March 23, 2016 in preparation for the 2016 event.

RFP for Construction Management and Inspection Services – On March 9, 2016, the City issued Request for Proposals #1603-04 for Construction Management & Inspection Services. Submissions were opened on March 23, 2016, and the recommended contractor will be presented to Council for award in April.

Training Events – City Administrator Julie Robinson, Administrative Services Manager Stephanie Russell, Management Assistant Alun Thomas, along with several other staff members across several departments, continued to participate in the six part series webinar through ICMA entitled "Effective Supervisory Practices."

ONGOING/COMPLETED PROJECTS

Animal Services – City Administrator Julie Robinson and Administrative Services Manager Stephanie Russell continued to work with the Cities of Santa Fe and Clear Lake Shores to address issues related to Animal Services in March. Mrs. Robinson and City Attorney David Olson continued to work through the process of formalizing Bayou Animal Services, including the creation of the Local Government Corporation for the service which was approved by Council during the February 23, 2016 Council meeting. Until Bayou Animal Services is formalized, all finances are currently being centralized through the City of Dickinson. An Interlocal Agreement for backup sheltering with the City of Alvin has been approved by all of the cities involved. On March 8 Council established and made appointments to an Animal Advisory Committee. Additionally in March, Mrs. Robinson continued to work with Patrick Restivo on a lease for the facility at 3811 Dickinson Avenue that will run from March through September of 2016 to allow for the continued use of that facility for the animal shelter and to house Bayou Animal Services. This agreement was executed at the end of March and will be on the Council agenda for April 12 for ratification by the Council. Beginning in May, the Cities and Mr. Restivo will be negotiating either a long-term lease or lease-purchase agreement.

During the month of March, Bayou Animal Services responded to 74 Calls for Service and 47 impoundments for the City of Dickinson. Additionally, the shelter had 50 adoptions and 2 euthanasias.

Asset Management Program – Management Assistant and Interim City Secretary Alun Thomas has completed the asset inventory for the Fire Marshal’s Office and is currently completing the asset inventory for Community Development. He will complete the asset inventory for Finance and Administration this month. The City-wide inventory for the Asset Management Program is scheduled to be completed by the end of August 2016.

Comprehensive Plan – City Administrator Julie Robinson and Director of Community Development Zachary Meadows workshopped the Transportation Chapter, including the Future Thoroughfare Plan, with the Council in March, and the Transportation Chapter was approved on first reading on March 22, 2016. In March, staff determined that the Economic Development Chapter had inadvertently not been brought forward for second reading, and Council approved the Economic Development Chapter on second and final reading on March 22, 2016. Mrs. Robinson and Mr. Meadows also began drafting the Community Facilities and Services Chapter which will be workshopped with the Council in April.

Drainage Utility Billing Implementation – During the March 22, 2016 meeting, the Council approved a new comprehensive contract with Linebarger, Goggan, Blair & Sampson that includes collection of outstanding drainage fees. After extensive evaluation of the myGov software, Management Assistant and Interim City Secretary Alun Thomas determined that different software would be needed in order to allow account holders to search for their bill by address and provide a line item for donations to the Dickinson Volunteer Fire Department and EMS as was previously available on the water bill. Staff is currently working with STW, the City’s financial software provider to implement a new module of the software system. The new module will include other City fees that are collected. Staff anticipates that the 2016 drainage bills will go out by the end of April.

Economic Development Projects – City Administrator Julie Robinson and Economic Development Coordinator Angela Forbes have been working with a number of businesses looking to locate and/or relocate in Dickinson and have been fielding numerous calls about possible projects for the different tracts owned by DEDC and the City.

Emergency Management Plan Revisions – During the month of March, City Administrator Julie Robinson reviewed and began revising the Legal Annex of the City’s Emergency Management Plan. The proposed revisions will be submitted to the City Attorney for review.

Health Checkups – On March 3, 2016, 26 employees participated in Health Screenings. The Health Checkup informs employees of their health status related to

diabetes, heart disease and stroke using lab-accurate results that are produced in minutes. The screening also included review of the results with a board certified Nurse Practitioner and development of a personal action plan.

Public Information Requests – During the month of March, former City Secretary Carolyn Anderson and Interim City Secretary Alun Thomas received 23 Public Information Requests. Additionally, Ms. Anderson and Mr. Thomas reviewed the requests that are consistently requested on a monthly basis and added those types of information to the City's website for ease of access: <http://www.ci.dickinson.tx.us/567/Monthly-Building-Reports>

Street Prioritization Program – Council provided direction on a quote for a Pavement Management Assessment during the February 9, 2016 meeting. Subsequently, staff worked with the consultant to confirm the number of linear feet included in the quote, ultimately bringing down the cost. During the March 22, 2016 Regular Council Meeting, Council approved a contract with Data Transfer Solutions, LLC (DTS) for Pavement Assessment Services. DTS will begin collecting data in May and have a final deliverable late this summer.

Transition of Solid Waste Services – Mrs. Robinson and Mr. Thomas have met with Republic Services on several occasions to discuss issues that the company is having collecting charges due on past due accounts. At the beginning of March, 2016 Republic Services had over 900 customers within the city limits that have never paid a single Republic Services bill since the company began providing the service in March of 2015. Republic Services sent notices of service interruption on a one-route-per-week basis for each of the four routes that service the city. The first notices were mailed on February 26, 2016, with services being terminated to those accounts effective Monday, February 29, 2016. The City is coordinating with Republic Services' efforts to address code violations that result from termination of trash service, and on April 8 will send the final batch of the 804 total letters of violations to residents.

Transparency Stars Program – The Texas Comptroller of Public Accounts has announced a new program, Transparency Stars, that recognizes local governments that go above and beyond in their transparency efforts. To begin the process of establishing the City's eligibility, staff will be adding reader-friendly financial data to the City's website. In March, staff added a new page for Quarterly Financials to the City's website.

Year End Closing – During the month of March, the City's auditors continued to work through the final audit for FY2014-2015. Additionally, staff continued to work with the auditors to close the fiscal year and develop the Comprehensive Annual Financial Report (CAFR). The final audit and Comprehensive Annual Financial Report will be presented to Council in April.



CITY OF DICKINSON

MEMORANDUM

To: Honorable Mayor and City Council
From: Zachary Meadows, Director of Community Development
Cc: Julie Robinson, City Administrator
Date: April 4, 2016
RE: Community Development Activity Report for March, 2016

The month of March had 21.5 working days. In that time Community Development Staff completed the following activities:

Community Development Staff

- Staff Training:
 - Chief Building Official, Ray Burgess attended the Texas Floodplain Managers Association (TFMA) Annual Spring Seminar on March 9-11, 2016.

Planning & Zoning

- Pre-development and development meetings:
 - Corner of Hwy 3 and Deats – Staff met with a surveyor to discuss the re-platting of the southwest corner of Deats Rd. into one lot. The City is reviewing the submitted plat and making corrections to the document.
 - Oak Hollow Drive – City Staff met with Shelmark Engineers, the property owner, and a representative of WCID#1 to discuss the development of a small 4 lot private subdivision on 7 acres at the east end of Oak Hollow Dr.
 - 5818 FM 517 – Staff met with the property owner to discuss the potential relocation of an existing church to the property.
 - 3901 ½ & 3911 Hwy 3 – Staff issued a demolition permit for the removal of Adam's Radiator Shop in preparation for a new commercial building to be built on the property.
 - Marais Restaurant – Staff continues to work with the developer on the construction of Marais Restaurant. Additional work has been completed, the pilings have been installed and the subfloor is being constructed.
 - Noah's Event Venue – Staff continues to finish out final inspections on all of the subcontractors work being completed at the new Noah's Event Venue.
 - McRee Ford Expansion – Work is progressing at McRee Ford on the new building. Rough-in inspections on electrical and plumbing are anticipated in early April.

* Miscellaneous permits include signs, swimming pools, driveway's, fences, irrigation, demolition, house moving, & permits issued for other departments.



CITY OF DICKINSON

- Zoning Case Preparation and Completion:
 - 2709 Dickinson Ave., Texas Beer Refinery – On March 22, 2016, City Council held a public hearing and passed the first reading of an ordinance pertaining to the zone change request on the property currently being occupied by Texas Beer Refinery. City staff is preparing to take the Specific Use Permit request for this establishment to the April 19, 2016 Planning & Zoning Meeting and then to the City Council Meeting on April 24, 2016.
 - 3407 Gulf Freeway – Staff has received an application for a smoke/vapor shop to be located at this address which is in the Dickinson Plaza Shopping Center. Staff will be presenting the Specific Use Permit to the Planning & Zoning Commission at the April 19, 2016 Meeting and then to Council at the April 24, 2016 Regular Meeting.
- Comprehensive Plan
 - Director of Community Development Zach Meadows and City Administrator Julie Robinson continued to develop a draft of the Community Facilities and Services Chapter in March, and the Chapter will be workshopped with the Council at both regular meetings in April.
- General Business
 - 4211 Video Street, Ard Law Firm– Staff met with the owners of Ard Law Firm and Mike Gillaspia of Gillaspia Signs to discuss the installation of new wall signage on the building.

Permits & Inspections

- Commercial Projects:
 - Commercial Building (New)
 - 3802 Hansen Dr.
- Residential Projects:
 - Permits have been issued for 4 new homes.
 - Permits have been issued for 5 residential remodel & addition projects.
 - 61 Miscellaneous* permits issued.
- MEP Permits:
 - 24 Mechanical permits issued.
 - 28 Electrical permits issued.
 - 32 Plumbing permits issued.
 - CDBG Hurricane Ike Projects:
 - 0 House re-construction projects.

* Miscellaneous permits include signs, swimming pools, driveway's, fences, irrigation, demolition, house moving, & permits issued for other departments.



CITY OF DICKINSON

- 0 Elevation projects.
- Plan Reviews, Inspections & Contractor Registrations:
 - 28 plan reviews completed.
 - 181 inspections completed.
 - 41 contractor registrations processed.
- Total Valuation Of Improvements Permitted is **\$3,514,944.11**
- Total Permit Fees Collected **\$36,850.56**

Code Enforcement

- Complaint Investigations:
 - 45 new inspections & cases opened.
 - 71 re-inspections.
 - 34 Compliance – cases closed.
 - 1 abated by city staff.
 - 33 abated voluntarily.
 - 10 citations issue.
 - 14 zoning violations.
 - 0 structures demolished voluntarily
 - 12 hours cross training
 - 8 vehicles illegally offered for sale.
 - 150 Off premise signs removed from right of way.
- Building Standard Commission:
 - 0 Structures demolished.
 - 0 BSC hearings
 - 7 Structures to be demolished

* Miscellaneous permits include signs, swimming pools, driveway's, fences, irrigation, demolition, house moving, & permits issued for other departments.

To: Mayor & City Council

From: Chief Ron Morales

Date: April 5, 2016

Re: March News

Administrative Services

- Attended OSSI Consortium meeting in League City.
- Continuing recruitment and testing of applicants for vacant Dispatch opening.
- Chief Morales and Captain Jaekel attended the Texas Police Chiefs conference in Austin.

Patrol Division

- Officers responded to a call of an unconscious male, not breathing, in the 2900 block of Ave H. Officers located a 64 year old male in the back seat of a car. The victim was deceased. A baggie of "Kush" was found near the body. No obvious signs of trauma were present.
- Officers were dispatched to the 3600 block of FM 1266 in reference to a shooting. Upon arrival, officers located a 43 year old male lying in his driveway near a parked car. The 43 year old male subject (who is mentally challenged) was conscious and alert and advised that he had not been shot, but that they were shooting a video and someone else was shot. EMS arrived at the scene and upon checking the male, discovered a gunshot wound to his lower abdomen just above his belt line. The victim was transported to Clear Lake Regional Hospital. The case is still under investigation.

Criminal Investigation Division

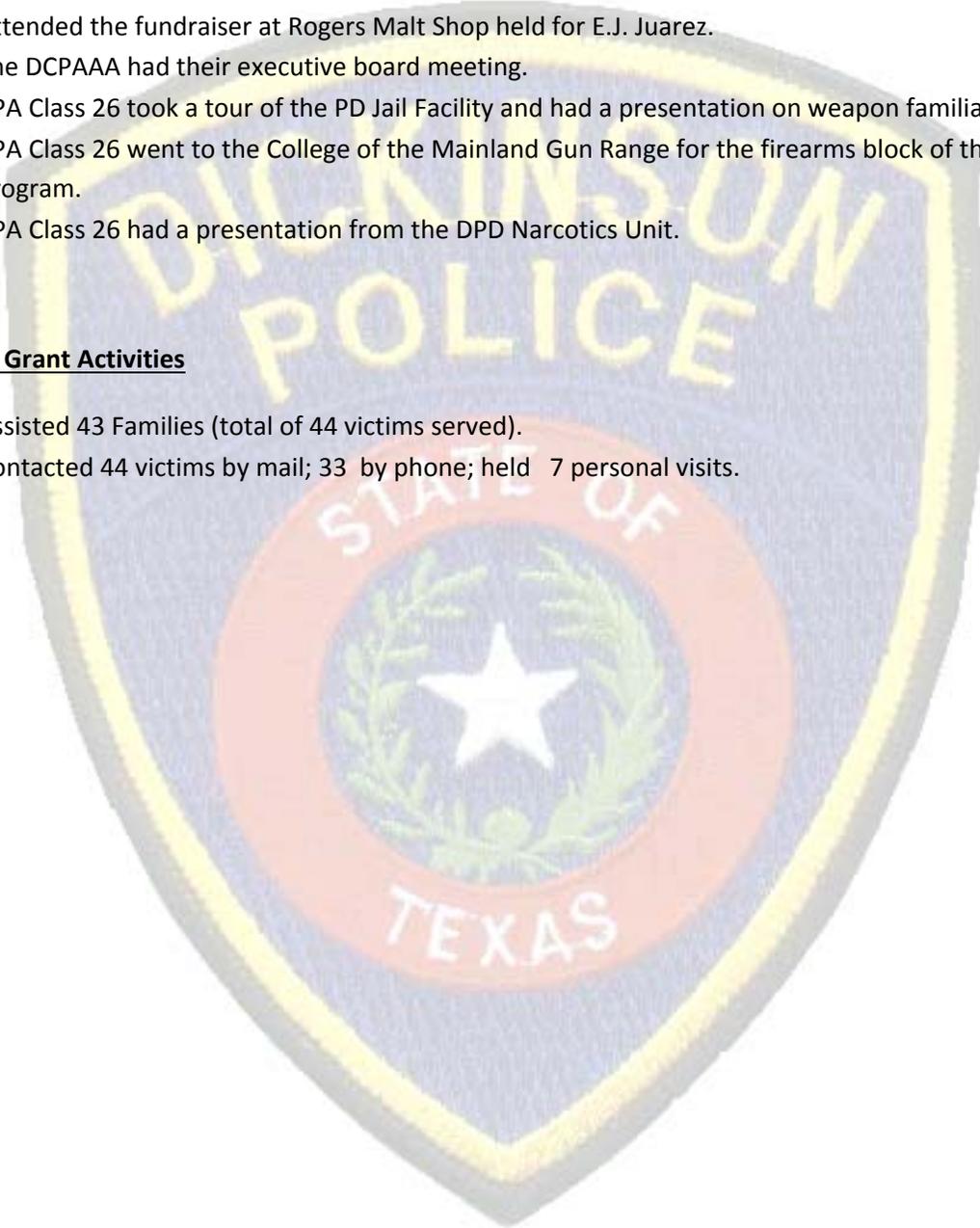
- CID has begun the background investigations on patrol officer applicants.
- The Narcotics Division presented a class on "Narcotic Enforcement" to CPA Class 26.

Crime Prevention & Community Policing

- The Citizen's Police Academy had a presentation on "Less Than Lethal" taser training. A DPD Officer stepped up and took a "hit" from the Taser for demonstration purposes.
- The COPS had their quarterly meeting at the VFW.
- CPA Class 26 had a presentation and live demo from the K9 Unit.
- Attended the fundraiser at Rogers Malt Shop held for E.J. Juarez.
- The DCPAAA had their executive board meeting.
- CPA Class 26 took a tour of the PD Jail Facility and had a presentation on weapon familiarization.
- CPA Class 26 went to the College of the Mainland Gun Range for the firearms block of the program.
- CPA Class 26 had a presentation from the DPD Narcotics Unit.

VOCA Grant Activities

- Assisted 43 Families (total of 44 victims served).
- Contacted 44 victims by mail; 33 by phone; held 7 personal visits.



**2016 Dickinson Police Department
Crime and Traffic Report**

Criminal Activity	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total	2015 Total	2014 Total
Criminal Homicide - Negligent Manslaughter	0	0	0										0	0	0
Forcible Rape	0	4	3										7	10	8
Robbery	2	0	1										3	17	14
Aggravated Assault	3	2	5										10	16	32
Assault	21	26	32										79	327	264
Assault on Peace Officer	0	0	0										0	3	1
Burglary	11	3	5										19	104	121
Larceny/Theft	33	31	29										93	322	373
Motor Vehicle Theft	3	2	3										8	39	31
Arson	1	0	0										1	2	1
Total Reportable Offenses	73	68	78										219	838	843
Total Calls Received and Dispatched	1,911	1,799	1,813										5,523	24,228	46,441
Total Cases Cleared by Arrests	8	11	17										36	167	218
Total Arrests (Adult)	127	119	138										384	1,380	1,139
Total Adult Felony Arrests	12	2	4										18	77	120
Total Arrests (Juvenile)	1	0	4										5	13	26
Total Juvenile Felony Arrests	1	0	2										3	0	6
Total Value of Vehicles Stolen	\$45,000	\$97,000	\$15,000										\$157,000	\$427,501	\$368,300
Total Value of all other Property Stolen	\$57,781	\$27,641	\$23,415										\$108,837	\$469,993	\$557,298
Total Value of all Property Recovered	\$10,172	\$33,198	\$50										\$43,420	\$214,772	\$244,702
Total Vehicles Stolen/Received other Department	0	1	0										1	3	9
Total Vehicles Stolen/Received Local	1	0	0										1	16	14
Total Vehicles Stolen other Department/Received Local	2	0	1										3	10	5
Traffic Activity															
													YTD Total	2015 Total	2014 Total
Total Accidents Reported	36	40	56										132	454	442
Total Accidents with Property Damage	2	3	4										9	32	28
Total Accidents with Personal Injury	6	7	14										27	80	78
Total Number of Personal Injury	7	8	19										34	102	93
Total Fatality Accidents	1	0	0										1	4	0
Total of Warning Tickets (Moving Violations)	93	75	114										282	1,253	2,314
Total of Warning Tickets (Non-Moving Violations)	258	150	138										546	1,640	2,806
Total Citations Issued to Adults	351	354	315										1,020	3,740	3,992
Total Citations Issued to Juveniles	1	9	3										13	39	61
Total Number of all Violations	455	467	416										1,338	4,700	4,993
Total Amount of Fines Assessed	\$115,971	\$123,685	\$110,698										\$350,354	\$1,058,159	\$1,162,888



TO: Honorable Mayor and City Council Members

FROM: Kellis George, Director of Public Works

DATE: April 5, 2016

SUBJECT: Monthly Project Report – March 2016

Stormwater Inspections: As part of the City’s stormwater permitting process, on-site inspections were conducted for new homes being built at the following locations:

- 5620 Forest Cove Drive
- 1400 Bess Road
- 441 Old Orchard Drive
- 4725 East 35th Street

The contractors, homeowners, or builders were notified of any observed violations, and corrections were made prior to issuing a general permit. Routine follow-up visits will be conducted to ensure that the stormwater pollution prevention compliance measures are maintained.

Stormwater Sunday continues to build a social media following on the City’s Facebook page. These posts feature content designed to educate the public and raise awareness of stormwater pollution issues. Management Assistant Alun Thomas and Assistant to the Public Works Director Alicen Newman are now working together on a similar campaign for recycling, which is quickly gaining momentum on the social media platform.

Assistant to the Public Works Director Alicen Newman has now added SWPP inspections to the Community Development demolition process to help mitigate and/or eliminate non-point source pollution.

Culvert Installations: The Department installed concrete culverts at the following locations in March, for a total of 40 linear feet of installed concrete culverts:

- 5512 Yacht Club Drive – 20ft of 12”
- 4942 Bayou Drive – 8ft of 18”
- 5506 Yacht Club Drive – 12ft of 12”

Street Patching: The Department patched the following streets in March with cold mix:

- Rodeo Bend
- Gill Road
- Pin Oak
- Ave I from 20th to 24th
- Ave H from 20th to 24th
- Wagon Road
- Ecret Drive
- Sycamore
- Hughes Road
- 45th Street
- Melody Lane
- West Bayou Drive
- Pabst

Street Projects

- 48th Street (FY 2014-2015 Street Maintenance Sales Tax Project) – Work began on February 1, and the concrete contractor has poured concrete for the eastbound lane.
- Leonetti – Staff began construction on schedule. One lane of the street has now been poured.
- All aprons on Dakota Street will be finished by April 5, 2016, after which the aprons on 48th Street will also be completed.

Drainage Projects

- On March 31, Kellis George met with resident Jackie Valcoviack to discuss drainage issues along 44th Street and St. Goar.
- Staff is working with Galveston County Road and Bridge on a drainage complaint on Pin Oak that includes portions of the County. The scope of work calls for the ditch to be cleared and then, if needed, regraded. The clearing of the ditch has already been completed.
- At the request of a resident, the Department cleaned the ditch and blew culverts along Ash Drive.

Culvert Cleaning

- Dakota Street – 136 feet

Highway 3 Overlay District Street Light Installation: On March 30, Julie Robinson, Alicen Newman and Kellis George met to discuss the streetlight that has been requested at the corner of 24th and Hwy 3 and the requirements for street lights in the Highway 3 Overlay District. The new streetlight parts have been ordered and confirmation is expected within the next 5 days.

Luhning Road: On March 21, 2016 Kellis George and Alicen Newman met with Larry Burks, owner of Mainland Concrete, to discuss his potential donation of the concrete necessary for

reconstruction of Luning Road from Calvert Lane to the dead end. Mr. Burks is preparing a formal proposal for the donation which will be reviewed.

Continuing Monthly Activities

There are a number of activities that the Public Works Department performs on a monthly basis, including pothole repairs, reporting street light outages to the appropriate electric utility, responding to requests submitted to the City through the City's website, mowing of rights-of-way, and addressing drainage issues.

FY 2006 - FY 2016 Street Project List (Updated 4-5-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2016	Gill Road (Rodeo Bend to Bess Road) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Contracts are in signature circulation</i>		1,385
FY 2016	35th Street (East of Kansas to California) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Contracts are in signature circulation</i>		2,245
FY 2016	Hollywood Street (Hwy 3 to Timber Drive) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Contracts are in signature circulation</i>		1,390
FY 2016	Johnson Street (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Contracts are in signature circulation</i>		820
FY 2016	Mariner's Way (Yacht Club Drive to Commodore) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Contracts are in signature circulation</i>		790
FY 2016	Nebraska Street (46th Street to dead end) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>March Council to Award Bid and Approve Contract</i>		1,175
FY 2016	Pine Oak Circle (Pine Oak Drive to Dead End) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Contracts are in signature circulation</i>		560
FY 2015	28th St (Hwy 3 to Timber Dr) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Scheduled June 2016</i>		1,625

FY 2006 - FY 2016 Street Project List (Updated 4-5-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2015	33rd St (East of Kansas Ave to California Ave) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Scheduled March 2016</i>		2,275
FY 2015	48th St (East of Hwy 3 to Nebraska St) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction In Final Phase</i>		705
FY 2015	Greenbriar St (Sunset Dr to Oakridge Dr) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Scheduled September 2016</i>		635
FY 2015	Leonetti Ln (Country Club to Linger Ln) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction in progress Began on March 1, 2016</i>		855
FY 2015	Oleander Dr (West of Palm Dr to the Bridge) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Scheduled July 2015</i>		820
FY 2014	48th St (West of Hwy 3) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	134,465.28 (posted thru June)	1,170
FY 2014	Ave L (North of 2nd St) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	240,026.72 (posted thru August)	4,926
FY 2014	Dakota St (South of 517) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction In Final Phase</i>	1,052.51 (posted thru June)	2,400
FY 2014	Desel Dr (North of Hughes Rd) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	244,514.12 (posted thru June)	2,500

FY 2006 - FY 2016 Street Project List (Updated 4-5-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2014	Martin Luther King Blvd (South of Salvato) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	92,582.36 (posted thru June)	600
FY 2013	29th St (West of Hwy 3 to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	114,555.99	1,100
FY 2013	36th St (East of Kansas to end of the street)(includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	241,754.50	2,200
FY 2013	Ave G (South of Falco to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	61,514.85	500
FY 2013	Ave H (South of Deats to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	66,844.39	600
FY 2013	Imite (Holly Dr to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	77,056.21	600
FY 2013	Pine Oak Dr (FM 646 to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	182,504.96	1,800
FY 2012	26th Street (Texas Ave to California Ave) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Eastside	Concrete	<i>Construction In Progress</i>		1,430
FY 2012	28th Street East (California to Kansas) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	222,785.03	4,040
FY 2012	29th Street (Kansas Ave to California Ave) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Eastside	Concrete	<i>Construction In Progress</i>		2,180

FY 2006 - FY 2016 Street Project List (Updated 4-5-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2012	42nd Street (Missouri to California) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	61,233.83	422
FY 2012	47th Street (Minnesota to Plum) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	117,696.03	968
FY 2012	Avenue G (Phase 2) (26th St to 20th St) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	865,122.09 (posted thru July)	2,166
FY 2012	Blue Water Lane (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		320
FY 2012	Central Street (Hwy 3 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	449,686.30 (posted thru July)	800
FY 2012	Ecret Dr (City limits to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2	Concrete	<i>Pending Funding - At Risk Project</i>		1,680
FY 2012	Green Willow Lane (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		430
FY 2012	Live Oak Dr (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		480
FY 2012	Manor Lane (FM 517 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Westside	Concrete	<i>Completed</i>	800.00 (posted thru July)	640

FY 2006 - FY 2016 Street Project List (Updated 4-5-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2012	Meadowlark Street (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		490
FY 2012	Oak Lane (Ave L to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	76,359.97	720
FY 2012	Old Castle Lane (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		525
FY 2012	Oleander Dr (Hwy 3 to Palm Dr) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2	Concrete	<i>Pending Funding - At Risk Project</i>		2,660
FY 2012	Palm Dr (Hughes Rd to Oleander Dr) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2	Concrete	<i>Pending Funding - At Risk Project</i>		1,320
FY 2012	Pine Grove Drive (Oak St to Yupon St) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	153,373.20 (posted thru July)	1,150
FY 2012	Pine Manor Lane (FM 517 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	140,165.00 (posted thru July)	660
FY 2012	Yacht Club Drive (Hughes Rd to Mariners Way) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	109,491.25	1,960
FY 2011	Avenue G (Phase 1) (Falco to 26th St) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	604,908.97	2,166

FY 2006 - FY 2016 Street Project List (Updated 4-5-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2011	Avenue I (Deats Rd to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	160,777.73	660
FY 2011	Bayou Circle (FM 517 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	169,584.90	760
FY 2011	Belmont Street (Oakridge Dr to Sunset Dr) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	183,555.78	764
FY 2011	Birch Street (includes engineering & drainage)	DEDC/DMD#1	Concrete	<i>Completed</i>	68,992.66	620
FY 2011	Country Club Drive	WCID #1 Bond Funding	Concrete	<i>Completed</i>	407,501.05	3,353
FY 2011	Elm Street (includes engineering & drainage)	DEDC/DMD#1	Concrete	<i>Completed</i>	60,470.61	500
FY 2011	Holly Drive (Timber Dr to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	171,408.70	660
FY 2011	Timber Drive (22nd Street to 23rd Street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	146,466.28	380
FY 2011	Timber Drive (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	68,131.15	520
FY 2011	Water Street (includes engineering & drainage)	DEDC	Concrete	<i>Held by DEDC</i>		
FY 2010	44th Street (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	34,108.53	248
FY 2010	Avenue J (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	323,637.34	2,800
FY 2010	Bruce Avenue (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,704

FY 2006 - FY 2016 Street Project List (Updated 4-5-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2010	East Sunset Drive Phase II (from Timber to Hwy 3) (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	178,745.82	1,650
FY 2010	FM 646 (FM 517 to 2nd Street) (includes engineering & drainage)	County/TxDOT	Concrete	<i>Completed</i>	5,422,788.00	5,820
FY 2010	Grand Blvd (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,340
FY 2010	Gum Drive (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,054
FY 2010	Hughes Road (East of Hwy 3 to Humble Camp) (includes engineering & drainage)	County Bond	Concrete	<i>Completed</i>	599,500.00	2,212
FY 2010	Island Drive (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	681
FY 2010	Lover's Lane (includes engineering & drainage)	City Funds - TAN	Concrete	<i>Completed</i>	299,409.00	2,680
FY 2010	Oakridge Drive (includes engineering & drainage)	City Funds - TAN	Concrete	<i>Completed</i>	149,313.78	1,823
FY 2010	Owens Drive (FM 517 to FM 646) (includes engineering & drainage)	County Bond	Concrete	<i>Completed</i>	1,637,288.75	2,960
FY 2010	Scenic Drive (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,870
FY 2010	Tanglebriar Circle (includes engineering & drainage)	City Funds - TAN	Concrete	<i>Completed</i>	33,500.16	150
FY 2009	East Sunset Drive Phase I (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	311,099.00	2,028

FY 2006 - FY 2016 Street Project List (Updated 4-5-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2009	Tanglebriar Drive (includes engineering & drainage)	City Funds	Concrete	<i>Completed</i>	240,438.00	1,399
FY 2008	42nd Street (from Texas Ave to Galveston Ave)	DEDC	Concrete	<i>Completed</i>	108,311.40	400
FY 2008	Hughes Lane (North of FM 517 W)	DEDC	Concrete	<i>Completed</i>	276,883.72	2,956
FY 2008	Ohio Avenue	DEDC	Concrete	<i>Completed</i>	195,986.18	1,200
FY 2008	West Sunset	DEDC	Concrete	<i>Completed</i>	382,052.57	2,900
FY 2007	37th Street (from Baker to California)	DEDC	Concrete	<i>Completed</i>	222,040.95	1,510
FY 2007	Galveston Avenue (from FM 517 E to Park Ave)	DEDC	Concrete	<i>Completed</i>	192,501.02	1,284
FY 2007	Hill Avenue (from FM 517 E to County line)	DEDC	Concrete	<i>Completed</i>	360,877.62	2,680
FY 2007	Texas Avenue (from FM 517 E to 42nd)	DEDC	Concrete	<i>Completed</i>	96,250.50	400
FY 2006	34th Street (from Baker to California)	DEDC	Concrete	<i>Completed</i>	171,839.01	1,486
FY 2006	39th Street (from Baker to California)	DEDC	Concrete	<i>Completed</i>	203,285.66	1,490
FY 2006	Bruce Avenue	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Harbor Light Drive	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Maple Drive	DEDC	Concrete	<i>Completed</i>	255,625.94	1,908
FY 2006	Mariner Way	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Nevada Street	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Nichols Avenue (from FM 517 E to County line)	DEDC	Concrete	<i>Completed</i>	144,780.79	3,262
FY 2006	Wagon Road	City Funds	Chip & Seal	<i>Completed</i>		



**Derek Hunt
EMS Director**

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TO: Honorable Mayor and City Council Members
FROM: Derek Hunt, EMS Director
DATE: April 1, 2016
SUBJECT: Monthly Report for March 2016

Monthly Overview:

- Texas Ambulance Services Supplemental Payment Program ("TASSPP"): Staff attended mandatory webinar for the Ambulance Services Supplemental Payment Program (TASSPP) offered through the Texas Health and Human Services Commission. The TASSPP program allows governmental ambulance providers to receive supplemental payments to help fill the gap, or loss, between the cost of providing services to Medicaid patients and the payments received. Established in 2009, the TASSPP offers EMS providers in the state the potential opportunity to receive additional funds above the standard Medicaid rate to supplement transport costs for Medicaid and uninsured patients.

Dickinson EMS was officially accepted into the TASSPP on November 30, 2015. It is estimated by Emergicon the projected annual revenues from this program for Dickinson EMS will exceed \$149,000. Services accepted into this program can anticipate seeing supplemental payments the following year.

- Quarterly Morbidity & Mortality Meeting: This quarterly meeting with Dr. Fine was attended by Texas City Fire Department, La Marque EMS and Dickinson EMS leaders to review high acuity calls for service and to review crew's patient care and interventions on calls for service. This is the second meeting since being implemented between the services.
- Inventory Management Program: Staff has researched and begun implementing stages of the Operative IQ inventory management program. This inventory management program will allow the Department to track supplies from the time they are ordered until they are used by the medics on a call thus providing the Department with accurate information for restocking.

EMS Training:

- Full-Time staff attended a Pre Hospital Burn Life Support class at Shriner's Hospital in Galveston. This course was paid for in full by the Trauma RAC-R.

- Staff completed their training on the STW payroll system. All EMS staff has been trained and is now inputting their own timesheets into the STW payroll system.
- Staff has begun the process of acquiring a Continuing Education Program Number from the Texas Department of State Health Services. This will allow Staff to issue State-approved continuing education credits for educational courses hosted for both the Department's staff and for surrounding EMS agencies.



2016 Dickinson Emergency Medical Services Activity Report

EMS Activity*	January	February	March	April	May	June	July	August	September	October	November	December	2016 Total	2015 Total	2014 Total
Assist	0	0	0										0	9	4
Call Cancelled	0	0	0										0	0	22
DOS, No Transport	4	1	1										6	28	27
Disregarded En Route	10	7	10										27	119	61
False Alarm (No Incident Occurred)	11	13	13										37	87	23
No Patient Found	0	0	0										0	30	186
No Treatment, No Transport	42	49	56										147	668	446
Patient Care Transferred	0	0	1										1	17	45
Stand By	3	4	4										11	14	10
Transported Lights/Siren	16	12	17										45	145	126
Transported No Lights/Siren	91	74	93										258	1,087	937
Transported No Lights/Siren, Upgraded	1	0	0										1	7	10
Treated, Transported by Law Enforcement	0	0	0										0	2	2
Treated, Transported by Private Vehicle	1	0	0										1	1	1
Treatment, No Transport	13	7	7										27	80	113
Mutual Aid - Patient Encounters	18	33	21										72	279	287
Total EMS Activities - Patient Reports*	210	200	223	0	0	0	0	0	0	0	0	0	633	2,573	2,300
Average Response Time	6.11	6.14	6.10										6.12	5.90	5.50
AIR MEDICAL TRANSPORTS	0	0	1										1	31	29
Dispatched Incidents															
In City	165	149	169										483	1862	1673
Out of City	43	48	48										139	646	600
Total Dispatched Incidents for Dickinson EMS*	208	197	217	0	0	0	0	0	0	0	0	0	622	2508	2,273

Mutual Aid Breakdown**	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total	2015 Total	2014 Total
Mutual Aid Given to Other Services	16	17	19										52	190	76
Mutual Aid Received by Other Services	22	38	23										83	311	N/A
Mutual Aid Received by Other Services Avg Response Time	18	17	16										17	17	N/A

OTHER INFORMATION	January	February	March	April	May	June	July	August	September	October	November	December	2016 Total	2015 Total	2014 Total
COLLECTIONS - 2016	\$36,430.72	\$28,181.87	\$38,691.72										\$103,304.31		
COLLECTIONS - 2015	\$32,756.67	\$44,913.56	\$33,089.28	\$34,192.90	\$35,434.07	\$41,998.88	\$44,672.47	\$32,205.01	\$40,167.89	\$36,754.14	\$38,816.08	\$36,036.63		\$451,037.58	
COLLECTIONS - 2014	\$31,012.86	\$31,326.20	\$30,506.46	\$30,143.23	\$36,867.96	\$31,283.02	\$34,270.11	\$44,510.04	\$49,823.20	\$25,045.23	\$37,336.79	\$39,143.20			\$421,268.30
COLLECTIONS - 2013	\$44,788.62	\$32,929.19	\$41,366.80	\$45,952.19	\$37,193.42	\$35,190.42	\$45,294.67	\$39,534.87	\$30,684.50	\$26,838.11	\$24,769.16	\$33,366.08			
COLLECTIONS - 2012	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$49,067.67	\$32,436.05	\$48,582.90			
COLLECTIONS - 2011	\$34,931.36	\$29,807.27	\$45,092.56	\$52,001.25	\$36,692.17	\$27,747.57	\$32,327.43	\$48,744.69	\$39,978.64	\$35,337.55	\$38,399.36	\$33,873.83	2013 Total	2012 Total	2011 Total
													\$437,908.03	\$549,395.99	\$454,933.68

*Note: An incident may have multiple patients.

**On 2 of the mutual aids into the city, Medic 1 was able to cover the call and disregard the inbound mutual aid unit.

CALENDAR YEAR COLLECTIONS	January	February	March	April	May	June	July	August	September	October	November	December	2016 Total	2015 Total	2014 Total
COLLECTIONS - 2016	\$36,430.72	\$28,181.87	\$38,691.72										\$103,304.31		
COLLECTIONS - 2015	\$32,756.67	\$44,913.56	\$33,089.28	\$34,192.90	\$35,434.07	\$41,998.88	\$44,672.47	\$32,205.01	\$40,167.89	\$36,754.14	\$38,816.08	\$36,036.63		\$451,037.58	
COLLECTIONS - 2014	\$31,012.86	\$31,326.20	\$30,506.46	\$30,143.23	\$36,867.96	\$31,283.02	\$34,270.11	\$44,510.04	\$49,823.20	\$25,045.23	\$37,336.79	\$39,143.20			\$421,268.30
COLLECTIONS - 2013	\$44,788.62	\$32,929.19	\$41,366.80	\$45,952.19	\$37,193.42	\$35,190.42	\$45,294.67	\$39,534.87	\$30,684.50	\$26,838.11	\$24,769.16	\$33,366.08			
COLLECTIONS - 2012	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$49,067.67	\$32,436.05	\$48,582.90			
COLLECTIONS - 2011	\$34,931.36	\$29,807.27	\$45,092.56	\$52,001.25	\$36,692.17	\$27,747.57	\$32,327.43	\$48,744.69	\$39,978.64	\$35,337.55	\$38,399.36	\$33,873.83	2013 Total	2012 Total	2011 Total
													\$437,908.03	\$454,933.68	\$454,933.68

FISCAL YEAR COLLECTIONS	October	November	December	January	February	March	April	May	June	July	August	September	TOTALS
Collections 2010-2011	\$43,575.06	\$35,867.82	\$34,527.20	\$34,931.36	\$29,807.27	\$45,092.56	\$52,001.25	\$36,692.17	\$27,747.57	\$32,327.43	\$48,744.69	\$39,978.64	\$461,293.02
Collections 2011-2012	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$430,442.96
Collections 2012-2013	\$49,067.67	\$32,436.05	\$48,582.90	\$44,788.62	\$32,929.19	\$41,366.80	\$45,952.19	\$37,193.42	\$35,190.42	\$45,294.67	\$39,534.87	\$30,684.50	\$483,021.30
Collections 2013-2014	\$26,838.11	\$24,769.16	\$33,366.08	\$31,012.86	\$31,326.20	\$30,506.46	\$30,143.23	\$36,867.96	\$31,283.02	\$34,270.11	\$44,510.04	\$49,823.20	\$404,716.43
Collections 2014-2015	\$25,045.23	\$37,336.79	\$39,143.20	\$32,756.67	\$44,913.56	\$33,089.28	\$34,192.90	\$35,434.07	\$41,998.88	\$44,672.47	\$32,205.01	\$40,167.89	\$440,955.95



Irma Rivera

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To: Honorable Mayor and City Council
From: Irma Rivera, Court Administrator
CC: Julie Robinson, City Administrator
Date: 4/6/2016
Re: Staff Report for March 2016

The court calendar for April 2016 is as follows:

April 6: Arraignment Hearing @ 2:00 p.m.
April 11: Attorney Pre-Trial Hearing @ 1:00 p.m.
April 13: Arraignment Hearing @ 2:00 p.m.
April 25: Non-Att. & Juvenile Hearing @ 2:00 p.m.
April 27: Bench Trial Hearing @ 3:00 p.m.

- The 2016 Warrant Round-Up was a huge success: 284 warrants were served, valued at \$105,980.32. The Court experienced huge success two weeks prior to the actual round-up, with numerous defendants taking advantage of the amnesty period that was offered. Other defendants set up payment agreements, posted bonds or contacted the Court to discuss their options. Revenue collected from the 284 warrants was \$61,399.66. Time served processed through Dickinson jail or from other facilities amounted to \$7,845.86. Bail bonds posted were valued at \$12,952. There are 41 cases that are now pending court hearings and adjudication.

- Megan Wiggins will be attending the Regional Clerks Seminar on April 25-27 in South Padre Island. The regional conference is intended for experienced clerks, and features both general and breakout sessions that address a wide range of issues. The conference helps to provide a foundation for building clerks' knowledge of their authority and duties by familiarizing them with judicial ethics, statutes, legal processes, statutory reporting requirements, and management. These programs help to promote a better understanding of the justice system and the laws that municipal courts must uphold.

**2014 Dickinson Municipal Court
Filed Cases**

2016 DICKINSON MUNICIPAL COURT ACTIVITY REPORT

CASES FILED	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total	2015 Total	2014 Total
Police Department	392	520	428										1,340	4,788	4,999
Municipal Court	35	39	68										142	830	697
Code Enforcement	1	2	17										20	11	22
Fire Marshal	1	1											2	35	18
Animal Control														17	48
Transferred Out														0	48
Reserve Officer														0	0
Texas Department of Public Safety	19	5	5										29	72	29
TOTAL FILED VIOLATIONS	448	567	518	0	0	0	0	0	0	0	0	0	1,533	5,753	5,861

WARRANTS ISSUED														2015 Total	2014 Total
Police Department	99	156	139											394	1,479
Municipal Court	55	71	73											199	930
Code Enforcement	0													0	5
Fire Marshal	0													0	3
Animal Control	0													0	30
Transferred Out	5	4	2											11	194
Reserve Officer															3
Texas Department of Public Safety	4	2	4											10	13
TOTAL WARRANTS ISSUED	163	233	218	0	614	3,395	2,657								

WARRANTS CLEARED														2015 Total	2014 Total
Police Department	105	137	158											400	1,181
Municipal Court	81	92	97											270	899
Fire Marshal	0		2											2	5
Code Enforcement	0													0	8
Animal Control	0	0												0	74
Transferred Out	18	32	32											82	477
Reserve Officer	1	0	2											3	9
Texas Department of Public Safety	0	1	4											5	21
TOTAL WARRANTS CLEARED	205	262	295	0	762	3,011	2,674								



MEMORANDUM

To: Honorable Mayor and City Council Members

From: Lee Darrow, Fire Marshal

Cc: Julie Robinson, City Administrator

Date: April 4, 2016

RE: Fire Marshal Staff Activity Report for March 2016

Staff Activity

- Staff conducted hands on fire extinguisher use and fire safety training for the staff at the DISD Food Nutrition center.
- Fire Marshal Darrow attended a 36 hour course to acquire certification as a "Basic Code Enforcement Officer" to aid in assisting Community Development as needed. I am in the process of gathering the required documents to submit to the Texas Department of Health Services in order to take the state exam to obtain the license with the state.
- Assistant Fire Marshal Ruthstrom attended a meeting with the Knox Company (Knox Box) for updated information on the system. Information on new features was provided to attendees.
- Assistant Fire Marshal Ruthstrom attended the annual TEEK Arson Conference held the week of 3/21-3/25 in Austin. 36 continuing education hours were earned in various fire investigation topics.
- Fire Marshal Darrow attended the Open House for the new Dickinson Chamber of Commerce.

Investigations

- 03/05/2016 – 3200 Block Hemlock Dr. Crews responded to a reported kitchen fire, and upon arrival it was found that the fire had been "knocked" down by the resident. DVFD crews checked for extensions of the fire in the adjacent cabinets and walls due to the fire damage found. Crews also assisted with clearing the smoke from the home.
- 03/31/2016 – 4700 Block East 38th St. DPD dispatch received a transferred call from the League City PD Dispatch for a "disturbance" at this location. Shortly after dispatching the call, the first arriving DPD officer advised of a fire in the shed behind the home. DVFD was dispatched to the scene and found heavy fire upon arrival. Crews extinguished the fire without incident. The Fire Marshal's Office investigated the fire and it was determined to have been accidental due to a mechanical malfunction of a motor cycle that the owner had just placed in the shed after riding. The main structure of the home suffered minor damage and was still livable.

Fire Marshal Staff Activity Report Cont'd

- Staff assisted Code Enforcement with documenting junk vehicles as well as serving administrative search warrants.
- Staff continues to assist Public Works with enforcement of violations of the Storm Water Pollution Prevention Ordinance.

Plan Reviews conducted and/or meetings for proposed new businesses

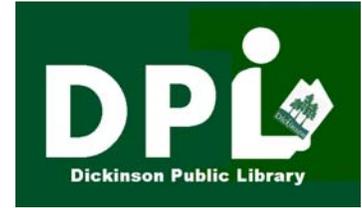
- o ROW Permit issued to CenterPoint Energy;
 - o None issued for the month of March
- o Plans were reviewed and approved for the replacement of existing cell tower antennas located at 5102 ½ Highway 3
- o Reviewed and approved the following Fire Protection Systems
 - o 3825 Gulf Frwy – Fire Alarm System
 - o 314 W FM 517 – Cooking Hood Fire Suppression System
- o Change of Occupancies reviewed and approved;
 - o BMS Construction Offices – 2601 Deats Rd.

Licensed Facility and Home Inspections

- Conducted inspections at the following locations for state licensed daycares, foster care home, assisted living homes or related healthcare facilities;
 - o 1753 N. Meridian Green Dr. – Foster Care Home

Total Inspections Completed

- Fire & Life Safety Inspections - 61
(*Re-inspections included*)



TO: Honorable Mayor and Council Members

FROM: Vicki McCallister, Library Director

CC: Julie M. Robinson, City Administrator

DATE: April 2, 2016

SUBJECT: Dickinson Public Library (DPL) Staff Report – March 2016

NEW PROJECTS

Summer Feeding Site for DISD- At the first of March, the Dickinson Public Library was invited by the Dickinson Independent School District (DISD) to become a Summer Feeding Site in June and July of 2016 (at the same time as the Library Summer Reading Program). This is a program funded by the Federal Government to supplement the school year free lunch program. This will be the first year that DISD Food and Nutrition Services offers this program at arranged drop off sites other than just schools in an effort to reach more children who are going without food in more diverse areas of Dickinson so that they can walk to the sites. Library Director Vicki McCallister and Asst. Director/Children’s Librarian Kathy Soehl attended an orientation about the program and later attended a Webinar, sponsored by the Texas State Library and Archives, outlining how other libraries in the state are participating in their school district’s programs. Library staff and the City Administrator are currently evaluating the Library’s participation in the program this year.

ONGOING/COMPLETED PROJECTS

New Adult Program – In March, **Adult Coloring Book Club’s** second meeting had mainly returning members from the first meeting in February. The results of the first two meetings are on display in the lobby of the library. All are welcome to drop in after 5:00 pm on the third Thursday of every month (See Library Calendar) to relax and create.

Texas State Library Grants – FY 2017 - The Grants described below were submitted in a timely manner. Director Vicki McCallister and Youth/IT Librarian Sam Torrez completed a final draft for the Impact Grant which would advance some of the adult computer classes now being offered up to an Intermediate Level. The classes will be

held twice a month and take place of two of the Basic Internet classes now being offered every Tuesday at 9:00 A.M.

Processing Librarian Caitlin Campbell worked with Dickinson Historical Society (“DHS”) President Charlotte Khors on a final draft of a TexTreasures grant to index DHS’s holdings currently being housed at the Library. After receiving City Council approval to apply for these grants during the March 22, 2016 meeting, they will now be finalized and submitted to the Texas State Library and Archives to compete for the FY2017 Grant funding.

Books for Babies Program – Catalog Librarian Caitlin Campbell continued the Books for Babies program in March. This class will continue throughout the summer to complete the terms of the grant. Mid-year reports have been submitted to the Texas State Library.

Staff Training- Asst. Director Kathy Soehl and Catalog Librarian Caitlin Campbell both attended a “Reader’s Advisory” webinar to hone their skills in collection development for books. Library Director Vicki McCallister and Librarian Caitlin Campbell attended a webinar on “Social Media Marketing for Libraries” for new ideas. Youth /IT Librarian Sam Torrez attended a webinar on “Youth Graphic Novels” for the coming summer influx of those reading for fun.

Community Outreach - Kathy Soehl continued providing assistance to the local Head Start Program. In addition, she attended the Open House for the new Dickinson Chamber of Commerce.

Computers for Beginners - Catalog/Process Librarian Caitlin Campbell continued classes at 9:00 am every Tuesday. The five March classes included both new and repeating topics.

Crochet Classes- These classes continued in March and included knitting.

Social Media- Catalog and Processing Librarian has been updating the Library’s Flickr account to reflect pictures of all the events on the Library’s calendar. Scroll to the bottom of the Home Page to see these ever changing depictions of life at the library.

Display in Foyer - Library Director Vicki McCallister received many beautiful and interesting items from the Bay Area NAACP for their 10th year of collaboration in celebrating February as Black History Month. This and past displays and programs are posted on the Library’s Flickr page which can be linked to from the Library website.

Dickinson Public Library



April 2016



Sun	Mon	Tue	Wed	Thu	Fri	Sat
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



www.dickinsonpubliclibrary.org
 4411 Highway 3 281-534-3812
 M,W,F 10am - 5pm T,Th 10am - 6pm Sat 10am-2pm

*** Require Registration,
 Limited Seating**

GALVESTON CO. LIBRARY MONTHLY STATISTICS REPORT

Library Dickinson Public Library Month March Year 2016

SERVICES

Books Loaned		2485
Audio Books Loaned		107
Music CDs/Cassettes Loaned		12
Videos/DVDs Loaned		1455
Other Materials Loaned		0
Total Circulation Transactions		4059
Juvenile Transactions (a part of total circulation transactions)		2030
Materials Used in House		433
New Patrons Registered		83
Reference Transactions/Information Questions	301	322
Adult Programs offered by the Library - # Programs & # Attendees	9	39
Young Adult Programs offered by the Library - # Programs & # Attendees	0	0
Children's Programs offered by the Library - # Programs & # Attendees	8	85
Number of Visits (Door Count)		4876
Volunteer Hours		21

INTERNET AND ELECTRONIC SERVICES

Internet Users		1363
Internet Hours		1318
Number of Wi-Fi Sessions		17
Number of Web Page Hits		1008

RESOURCE SHARING

ILL borrowed from other libraries outside of Galveston Co.		10
ISL borrowed from other public libraries in Galveston Co.		7
Total ILL & ISL borrowed from other libraries		17

Total ILL & ISL requests loaned to libraries for our users	21
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FYI

FUTURE CITY COUNCIL AGENDA ITEMS

April 2016

4/26/2016

Special Council Meeting

- Continued Review and Revision of Draft of Community Services and Facilities Chapter of New Comprehensive Plan (Joint Workshop with Planning & Zoning Commission)

Regular Council Meeting

- Proclamation – Motorcycle Awareness - confirmed
- Presentation and Acceptance of Fiscal Year 2014-2015 Audited Comprehensive Annual Financial Report and Federal Single Audit Report Prepared By Belt, Harris Pechacek, LLLP, Certified Public Accountants.
- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on the Activities of the Galveston County Transit District Board
- Widget Briefing – Economic Development/Tourism
- Update on Activities of the Dickinson Bayou Watershed Partnership
- Approval of Resolution for Bulletproof Vest Partnership Grant for the Police Department
- Approval of Interlocal Agreement for Emergency Medical Response Services in Unincorporated Portions of Galveston County Adjacent to the City of Dickinson

May 2016

5/10/2016

Special Council Meeting

- Review and Revision of Draft of Land Use Chapter of New Comprehensive Plan (Joint Workshop with Planning & Zoning Commission)

Regular Council Meeting

- Update on the April 27, 2016 Galveston County Transit District Board Meeting
- Public Hearing and First Reading of Ordinance Adopting Community Services and Facilities Chapter of New Comprehensive Plan

5/24/2016

Special Council Meeting

- Continued Review and Revision of Draft of Land Use Chapter of New Comprehensive Plan (Joint Workshop with Planning & Zoning Commission)

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- First Reading of Juvenile Curfew Ordinance
- Public Hearing and First Reading of Ordinance Adopting Land Use Chapter of New Comprehensive Plan
- Appointments/Reappointments to Boards and Commissions
- 2nd Quarter Financial & Investment Report
- Second Reading of Ordinance Adopting Community Services and Facilities Chapter of New Comprehensive Plan
- Update on Activities of the Dickinson Bayou Watershed Partnership
-

June 2016

6/14/2016

Special Council Meeting

- Revised Needs Assessment for Police Building

Regular Council Meeting

- Update on Public Works Projects
- Second Reading of Ordinance Adopting Land Use Chapter of New Comprehensive Plan
- United Board of Health Re-Appointment and Appointments
- Widget Briefing – Public Works – Tree Removal

6/28/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on Activities of the Dickinson Bayou Watershed Partnership
- First Reading of Ordinance Adopting Comprehensive Plan In Its Entirety
-

July 2016

07/13/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Second Reading of Ordinance Adopting Comprehensive Plan In Its Entirety

07/27/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on Activities of Dickinson Bayou Watershed Steering Committee

August 2016

08/09/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects

08/23/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on Activities of the Dickinson Bayou Watershed Partnership
- 3rd Quarter Financial & Investment Report
- Recessing the Regularly Scheduled Meeting of the City Council in Order to Conduct Business as the City of Dickinson Employee Benefits Trust.
- Reconvene
- Accepting the Action of the City of Dickinson Employee Benefits Trust to Accept the Offer for Employee Medical and Pharmacy Insurance from _____, the Renewal Offer for Employee Dental Insurance from Guardian, the Renewal Offer for Life Insurance from Guardian, the Renewal Offer for Vision Insurance from Humana Comp Benefits, and the Renewal Offer for Long-Term Disability Insurance from Standard Insurance.

September 2016

09/13/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects

09/27/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on Activities of the Dickinson Bayou Watershed Partnership
- GCAD nomination
- Agreement with Employer Solutions Employee Support PLLC FY 2016-2017
- Award of Competitive Sealed Bid for Official Newspaper
- Update on Activities of Dickinson Bayou Watershed Steering Committee
-

October 2016

10/13/2016

Special Council Meeting

Regular Council Meeting

- Breast Cancer Awareness
- Update on Public Works Projects
- Galveston County Appraisal District Nominations
- Appointments to HGAC

10/27/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on Activities of the Dickinson Bayou Watershed Partnership

November 2016

11/08/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Re-approve FFAST form
- Appointments/Reappointments to Boards and Commissions
- 4th Quarter Financial & Investment Report
- Cancellation of November 22, 2016 and December 27, 2016 Regular City Council Meetings Due to Holidays

December 2016

12/13/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Appointments to Galveston Central Appraisal District Board of Directors

January 2017

01/10/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council

01/24/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of the Dickinson Bayou Watershed Partnership

February 2017

01/14/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council

01/28/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of the Dickinson Bayou Watershed Partnership

March 2017

03/14/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Resolution Aerial Spraying
- Racial Profiling Reports from Police Department and Fire Marshal's Office

03/28/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of the Dickinson Bayou Watershed Partnership
- Proclamation – Child Abuse Prevention Awareness Month

April 2017

4/11/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Proclamation – Parkinson's
- Proclamation - Holy Trinity Episcopal Church Strawberry Festival
- Proclamation - Fair Housing