

May 12, 2020
City Council
Regular Meeting
7:00 p.m.



SUPPLEMENTAL NOTICE OF MEETING BY TELEPHONE CONFERENCE:

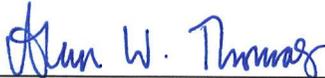
In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Dickinson, Texas will conduct the regular meeting scheduled at 7:00 p.m. on Tuesday, May 12, 2020 at 4403 Highway 3, Dickinson, Texas 77539 by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). [There will be no public access to the location described above.]

This supplemental written notice, the meeting agenda, and the agenda packet, are posted online at <http://www.ci.dickinson.tx.us/agendacenter>.

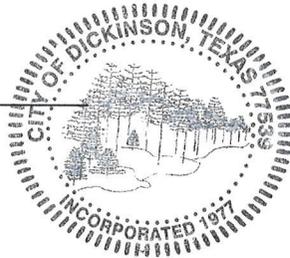
The public toll-free dial-in number to participate in the telephonic meeting is 833-403-1228, Conference ID: 978 600 625#.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.



Alun W. Thomas, City Secretary



Julie Masters, Mayor
Charles Suderman, Mayor Pro Tem
Sean Skipworth
Walter Wilson

AGENDA
City of Dickinson
CITY COUNCIL
REGULAR MEETING

Wally Deats
Louis Decker
William H. King III
Chris Heard, City Administrator

May 12, 2020

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, May 12, 2020**, at **7:00 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items.

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Dickinson, Texas will **conduct the meeting by telephone conference** in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). **The public toll-free dial-in number to participate in the telephonic meeting is 833-403-1228, Conference ID: 978 600 625#.**

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

ITEM 2.) INVOCATION

ITEM 3.) PLEDGE OF ALLEGIANCE

ITEM 4.) PROCLAMATIONS

ITEM 5.) ANNOUNCEMENTS AND PRESENTATIONS:

A. Council Comments.

ITEM 6.) REPORTS:

A. City Administrator’s Report (City Administrator Chris Heard).

ITEM 7.) 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.**

ITEM 8.) 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 April 28, 2020.
- B. Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR A TEXAS BOOK FESTIVAL GRANT; AND PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.**
- C. Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS (CITY), AND GALVESTON COUNTY, TEXAS (CONTRACTING OFFICER), AUTHORIZING GALVESTON COUNTY TO CONDUCT THE CITY OF DICKINSON’S NOVEMBER 3, 2020 ELECTION(S) PURSUANT TO TEXAS ELECTION CODE CHAPTER 31.093; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2020 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING APPENDIX B, PAY GRADE CLASSIFICATION STRUCTURE FOR ALL EMPLOYEES, OF THE CITY OF DICKINSON PERSONNEL POLICY (2005) TO ESTABLISH THE POSITIONS AND PAY RANGES FOR CITY EMPLOYEES WHICH ALIGN WITH HOUSTON-GALVESTON AREA COUNCIL AVERAGES.** (Second of Three Readings)

ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number XXX-2020 – **RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.**

ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2020 – **ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DICKINSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; AUTHORIZING AN AUTHORIZED REPRESENTATIVE TO APPROVE THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATING THERETO.** (First and Only Reading)

ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE**

CITY OF DICKINSON, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR THE CONTINUATION OF ON-CALL ENGINEERING SERVICES IN SUPPORT OF IMPROVING THE CITY'S DRAINAGE SYSTEM; AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

- ITEM 13.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2020 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ACCEPTING THE OFFERS OF DEDICATION OF STREET RIGHT-OF-WAYS EASEMENTS AND IMPROVEMENTS AS SHOWN ON THE AMENDING PLAT OF BAYOU LAKES SUBDIVISION SECTION FOUR AS RECORDED UNDER DOCUMENT NUMBER 2019043294, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
- ITEM 14.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2020 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ACCEPTING THE OFFERS OF DEDICATION OF STREET RIGHT-OF-WAYS EASEMENTS AND IMPROVEMENTS AS SHOWN ON THE AMENDING PLAT OF BAYOU BEND ESTATES AS RECORDED UNDER DOCUMENT NUMBER 2016030713, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
- ITEM 15.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2020 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AND AUTHORIZING A BUDGET AMENDMENT AND INCREASE IN PROJECT FUNDS FOR THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION'S EMERGENCY BUSINESS RECOVERY AND EXPANSION GRANT PROGRAM FOR THE RECOVERY AND EXPANSION OF DICKINSON BUSINESSES THAT HAVE SUFFERED DUE TO THE STATE OF EMERGENCY CAUSED BY THE COVID-19 PANDEMIC; PROVIDING FOR THE INCORPORATION OF THE PREAMBLE; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT.
- 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 litigation and matters in which the duty of the City Attorney requires to be discussed in closed meeting.

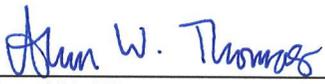
ITEM 17.) RECONVENE

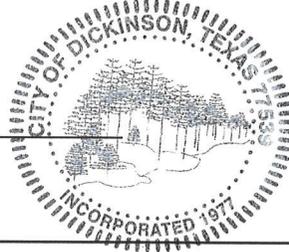
ITEM 18.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Matters Discussed in Executive Session.

ITEM 19.) ADJOURN

CERTIFICATION

This is to certify that a copy of the Notice of the Regular City Council meeting for **Tuesday, May 12, 2020**, was posted on the bulletin board at City Hall, 4403 Highway 3, Dickinson, Texas, on this the 8th day of May, 2020, prior to 7:00 p.m.


Alun W. Thomas, 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.

ITEM 1

**Call to Order and
Certification of a
Quorum**

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

**MEETING DATE: May 12, 2020
Regular Meeting**

<u>MAYOR/COUNCIL</u>	<u>PRESENT</u>	<u>ABSENT</u>
MAYOR JULIE MASTERS	_____	_____
POS. 1: COUNCILMEMBER CHARLES SUDERMAN	_____	_____
POS. 2: COUNCILMEMBER SEAN SKIPWORTH	_____	_____
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 Chris Heard	_____	_____
Finance Director Kristen Woolley	_____	_____
City Secretary Alun W. Thomas	_____	_____
Director of Community Services Kola Olayiwola	_____	_____
Police Chief Ron Morales	_____	_____
EMS Director Derek Hunt	_____	_____
Fire Marshal Burt Heddles	_____	_____
Court Administrator Irma Rivera	_____	_____
Library Director Julianne Lane	_____	_____
Bayou Animal Services Manager Sarah Haywood	_____	_____
Assistant to the City Administrator Kerilyn Bascle	_____	_____

ITEM 2

Invocation

ITEM 3

Pledge of Allegiance

ITEM 4

Proclamations

ITEM 5

Announcements and Presentations

ITEM 5A

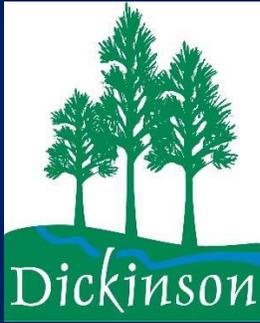
Council Comments

ITEM 6

Reports

ITEM 6A

City Administrator's Report



City Administrator's News and Notes

April 2020

In this ever-evolving time, I cannot stress enough appreciation for City staff, citizens, and this community as a whole as we try to navigate uncharted waters. I have been producing memos to keep the community and staff up to date on the latest plans for the City as they relate to COVID-19. City Hall still remains limited in regard to in-person activities; however, the City is **open** and conducting business internally.

As a precautionary measure due to COVID-19, Municipal Court and Bayou Animal Services remain closed to the public. Animals that are in foster care will remain in foster care. Plans should be announced in the upcoming weeks for reopening those operations.

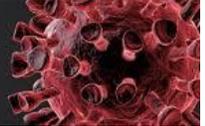
The Dickinson Municipal Court office is still conducting business via telephone, on-line, mail and drop box and encourages anyone who has an outstanding citation or payment agreement to contact the court so that we may discuss any options for keeping your case in good status.

You can reach the court staff at 281-337-6297 or 281-337-6266.

Beginning May 4th, 2020, the Dickinson Public Library started to provide curbside circulation for books and DVD's. Curbside service is available Monday-Friday from 10am to 5pm with final pickups being done by 5pm. Individuals who would like to utilize this service will need to have a valid Dickinson Public Library card and be in good standing with the Galveston County Library System. Patrons will need to reserve the books online in our online catalog or call the library and can get assistance over the phone. Additionally, the library is following American Library Association guidelines and quarantining the books for 72 hours before handling them and checking them back into the library collection.



CORONAVIRUS



Testing Site Locations

Texas City: Monday-Friday (May 4-8)
Galveston County Health District,
9850 Emmett F. Lowry Expressway, Texas City
To make an appointment in Texas City, please call
409.978.4040 between 8 a.m.-1 p.m. Monday-
Thursday.

Galveston: Monday (May 4) and Wednesday (May 6)
Fire Station No. 5, 5728 Ball St., Galveston
To make an appointment in Galveston, please call
409.978.4080 between 1:30-5 p.m. on Monday and
Tuesday.

Crystal Beach: Friday (May 8)
Crystal Beach Volunteer Fire Department,
930 Noble Carl Drive, Crystal Beach
To make an appointment in Crystal Beach, please call
409.356.9950 between 1:30-5 p.m. on Wednesday and
Thursday.

Testing capacity and locations are subject to change week to week. The latest locations and hours are available at www.gchd.org/testing.

These newly opened services are subject to recommended minimum standard health protocols outlined by DSHS. These protocols will be available on the Open Texas webpage at <https://gov.texas.gov/organization/opentexas>.

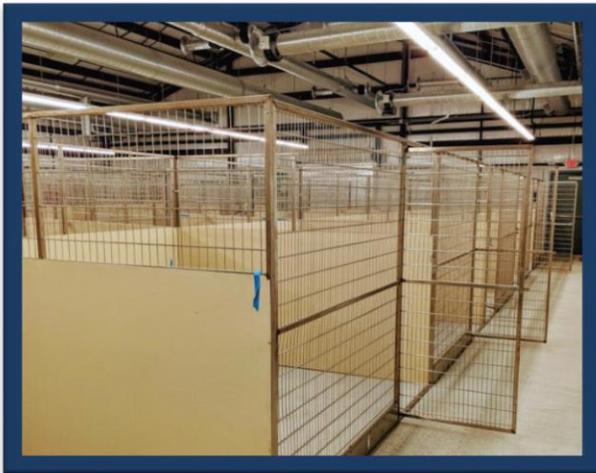
Bayou Animal Services Shelter Updates



Work continues at Bayou Animal Services' new shelter, with the addition of sod and new concrete.



Dog kennels, cat condos and amenities have been installed in the cat rooms of the new Animal Shelter. As animals are going through intake at the Animal Shelter, they will receive a professional style portrait.



Desilting Updates



Desilting work is progressing along Sunset Drive and will continue on Timber.

Updates on CDBG-DR, Pin Oak, Nicholstone Acquisition

PIN OAK DRAINAGE

All preliminary contract start-up documents are completed. Project design is at 30% and the environmental review is pending determination from the Texas Historical Commission. Current projects have the project completing design and bidding initiating in the Fall of 2020.

Contract Start Date: 11/30/2019

Contract End Date: 11/30/2021

Total Project Amount = \$1,257,150

- Construction = \$1,257,150
- Engineering = \$130,000
- Administration = \$150,000

NICHOLSTONE DRAINAGE

All preliminary contract start-up documents are completed. The engineer is working through the initial design and has developed a project schedule which will release bids in the Fall of 2020. The environmental review has progressed through and clearance is anticipated by July/August of 2020.

Contract Start Date: 11/30/2019

Contract End Date: 11/30/2021

Total Project Amount =
\$8,982,434

- Construction = \$4,259,000
- Engineering = \$662,000
- Administration = \$150,000

GUM BAYOU TRIBUTARY

All preliminary contract start-up documents are completed. The environmental process is waiting on the engineer to finish working through the hydraulics and design plans to determine the special studies need to be done as well as permits needing to be obtained.

Contract Start Date: 11/30/2019

Contract End Date: 11/30/2021

- Total Project Amount =
\$3,466,284
- Grant = \$3,466,284 (construction)
 - o Engineering = \$340,000
 - o Administration = \$150,000

NICHOLSTONE ACQUISITION

The City entered into a buyout program with the GLO to buyout and acquire residential dwellings identified as being affected by Hurricane Harvey. The development of the Housing Guidelines is currently underway.

Contract Start Date: 3/11/2020

Contract End Date: 5/31/2022

Total Project Amount = \$9,219,828

ITEM 7

Public Comments

ITEM 8

Consent Agenda

ITEM 8A

Julie Masters, Mayor
Charles Suderman, Mayor Pro Tem
Sean Skipworth
Walter Wilson

MINUTES
City of Dickinson
CITY COUNCIL
REGULAR MEETING

Wally Deats
Louis Decker
William H. King III
Chris Heard, City Administrator

April 28, 2020

The Dickinson City Council met in a duly called and announced **REGULAR MEETING** on **Tuesday, April 28, 2020, at 7:00 p.m.** In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Dickinson, Texas conducted the meeting by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). The meeting was held for the purpose of considering the following items:

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

Mayor Masters called the meeting to order at 7:07 p.m. City Secretary Alun Thomas called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, Mayor Pro-Tem Charles Suderman, and Council Members Sean Skipworth, Walter Wilson, Wally Deats, Louis Decker, and William H. King, III. Also present were City Attorney David Olson, City Administrator Chris Heard, Finance Director Kristen Woolley, and Assistant to the City Administrator Kerilyn Bascle.

ITEM 2.) INVOCATION

Council Member King gave the invocation.

ITEM 3.) PLEDGE OF ALLEGIANCE

Council Member Skipworth led the Pledge of Allegiance.

ITEM 4.) PROCLAMATIONS

None.

ITEM 5.) ANNOUNCEMENTS AND PRESENTATIONS:

A. Council Comments.

- Welcome to everyone, especially members of the public who are participating through teleconference. The City misses having the public physically present at its meetings and looks forward to when people can again attend its meetings in person.
- The new Bayou Animal Services shelter’s interior has come together as planned, and Council Member Wilson said that he was very proud of the facility and of the staff who work there.

- Texas Governor Greg Abbott recently presented his plan to reopen the state. The plan is difficult to monitor and enforce, but everyone is asked to please adhere to the guidelines as presented and be cautious in general. Such vigilance will be beneficial in the long run.
- Thank you to City Administrator Chris Heard who hired a contractor to collect the 2,200 Republic Services solid waste containers that were left at homes across Dickinson following the termination of the City's solid waste contract with the company.
- Dickinson Economic Development Corporation had a large number of applicants to its business grant program. The program, designed to help businesses during the difficult economic times caused by the Coronavirus (COVID-19) pandemic, should be of great assistance. Council Member Skipworth said that the City should explore doing more to help business during this time.
- Dickinson's many graduating seniors in the Class of 2020 are learning the hard way that life does not always go as expected. To help ease the loss of formal graduation ceremonies, people are encouraged to recognize the seniors' achievement through gifts and congratulations. Council Member King is a participant in the Galveston County "adopt a senior" program, which aims to honor the seniors, and he encouraged others to join the cause. Council Member Skipworth asked that Mayor Masters consider issuing a Proclamation in the seniors' honor.
- Thank you to Emergency Services Director and Co-Emergency Management Coordinator Derek Hunt for his frequent and timely communication and thank you to our first responders during this time.
- The asphalt on St. Goar Street at Highway 3 is seriously damaged and in need of repair.
- Mayor Masters said that the City's disaster declaration in response to the Coronavirus (COVID-19) expires on May 24.
- The need for business grants at the moment is great. Harris County's \$10,000,000 grant program received so many applications that Harris County exhausted its allocated funds in mere minutes.
- Council Member King said that he hopes that Congress will remember the need that cities have during this time, noting that some cities are already having to lay off staff.
- Council Member King met with Mike Temple at Gulf Coast Workforce Solutions to help create a job clinic for veterans, youth, and ex-offenders.
- Condolences to the family of Julia Mae Wright Benford on her recent passing-away.
- Condolences to the Ratliff family on their recent loss of Frankie Lee Ratliff.
- Volunteers cleaned up historic Magnolia Cemetery on April 25, 2020.

- The Knights of Columbus will host a fish fry on May 1 from 5:00-7:30 p.m. The food will be available by drive-through only but hopefully will be available in June for dine-in.
- Happy early Mother's Day to all mothers. Motherhood is difficult enough without a pandemic, and the City appreciates how much effort mothers expend in caring for their children.
- Council Member Suderman recently had a stent inserted into an artery to improve blood flow. As part of the pre-surgery procedures, he was tested for Coronavirus, and said that the unpleasant nature of the test should serve as encouragement for everyone to be careful.
- Condolences to the family of longtime Dickinson resident Ron Loomis on his recent passing-away.

ITEM 6.) REPORTS:

- A. Quarterly Investment Report & Financials for Period Ending March 31, 2020 (Finance Director Kristen Woolley).

Finance Director Kristen Woolley presented the report to Council and addressed questions.

- B. March Revenue & Expense Reports (Finance Director Kristen Woolley).

Finance Director Kristen Woolley discussed the March revenue and expense reports, noting that the amounts were in line with expectations for this time. Mrs. Woolley addressed questions from Council regarding the City's audit, for which a draft report is expected soon; and sales tax revenues, which City Administrator Chris Heard said may soon decline due to the effect of the City's 380 agreements and its reliance on sales tax from house construction and oil. Mr. Heard said that he would work with Mrs. Woolley to provide Council with frequent, real-time sales tax revenue updates. Council then discussed when staff would present it with an opportunity to reconcile unbudgeted expenditures, with some members wishing to do it more frequently than the once-per-year frequency that the City has used for the past two years.

- C. Update on Activities of the Houston-Galveston Area Council (Council Member King).

Council Member King provided updates on the Houston-Galveston Area Council's meetings of April 21, 2020, which was conducted via video conference.

- D. Update on Activities of the Dickinson Economic Development Corporation (Dickinson Economic Development Corporation Chief Executive Officer Scott Jones).

Dickinson Economic Development Corporation (DEDC) Chief Executive Officer Scott Jones provided Council with an update on DEDC's activities and addressed the questions of Council.

ITEM 7.) 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.**

None.

ITEM 8.) 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 April 14, 2020.

Council Member Wilson made a motion to approve the Consent Agenda, and Council Member Decker seconded the motion. There being no discussion, Mayor Masters called for the vote.

VOTE:

6 AYES (Suderman, Skipworth, Wilson, Deats, Decker, King)

0 NAYS

MOTION PASSED

ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 1831-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ACCEPTING THE OFFERS OF DEDICATION OF STREET RIGHT-OF-WAYS EASEMENTS AND IMPROVEMENTS AS SHOWN ON THE AMENDING PLAT OF BAYOU MAISON SUBDIVISION SECTION TWO AS RECORDED UNDER DOCUMENT NUMBER 2019009023, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.**

Council Member Wilson made a motion to approve the Resolution, and Council Member King seconded the motion. City Administrator Chris Heard confirmed that the City had examined the street rights-of-way, easements, and improvements to ensure that they met the City's standards. The examination, he said, was conducted by Huitt-Zollars (one of the City's

contracted engineers), representatives from Galveston County Water Control and Improvement District No. 1, and City of Dickinson Chief Building Official S. R. Burgess. There being no further discussion, Mayor Masters called for the vote.

VOTE:

6 AYES (Suderman, Skipworth, Wilson, Deats, Decker, King)

0 NAYS

MOTION PASSED

- ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2020 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING APPENDIX B, PAY GRADE CLASSIFICATION STRUCTURE FOR ALL EMPLOYEES, OF THE CITY OF DICKINSON PERSONNEL POLICY (2005) TO ESTABLISH THE POSITIONS AND PAY RANGES FOR CITY EMPLOYEES WHICH ALIGN WITH HOUSTON-GALVESTON AREA COUNCIL AVERAGES.** (First of Three Readings)

Council Member Wilson requested an explanation of what the ordinance would accomplish. City Administrator Chris Heard explained that it would authorize and memorialize the combination of the Public Works and Community Development departments into a new Community Services Department; and that it would remove the position of Public Works Director, and add a Street – Drainage Superintendent position.

- ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** The Dickinson Economic Development Corporation and City of Dickinson Employee Benefits and Administrative Services Interlocal Agreement.

Council Member Skipworth made a motion to approve the Interlocal Agreement, and Council Member Deats seconded the motion. City Administrator Chris Heard and Dickinson Economic Development Corporation's Chief Executive Officer Scott Jones confirmed that Dickinson Economic Development Corporation's board has approved the Agreement. Council Member Wilson expressed concern that the Agreement does not explicitly state that employees of Dickinson Economic Development Corporation (DEDC) are actually City of Dickinson employees, even though they are. Mr. Heard said that if Council wished to discuss policies, it must direct him to take further action later. Mr. Heard also confirmed that employees of DEDC are City employees.

Mr. Jones discussed the history of the City handling DEDC's finances, remarking that DEDC's board has directed him to seek approval of the agreement so as to avoid possible legal issues. City Attorney David Olson

said that the Agreement should direct to DEDC's bylaws, which can be addressed later.

Mayor Masters said that the salary ranges utilized by DEDC should always conform with Houston-Galveston Area Council's most recent salary survey, and that the ranges should be approved by the City Council. She asked that Council Member Skipworth amend his motion to include that requirement.

Council Member Skipworth then made a motion to amend his original motion to instead approve the interlocal agreement with the condition that it includes language that says that Dickinson Economic Development Corporation will adhere to salary ranges from the Houston-Galveston Area Council's salary survey. Mayor Masters questioned why DEDC's bylaws provide for the payment of unused sick pay at the time of an employee's termination, noting that it is inconsistent with City policies. She asked that Council give Mr. Heard direction to review and amend DEDC's bylaws. There being no further discussion, Mayor Masters called for the vote on the motion to amend the original motion.

VOTE:

6 AYES (Suderman, Skipworth, Wilson, Deats, Decker, King)

0 NAYS

MOTION PASSED

Mr. Jones said that he would forward to City Secretary Alun Thomas all of policy and bylaw changes made by DEDC in the past six months. There being no further discussion, Mayor Masters called for the vote on the motion to approve the Interlocal Agreement.

VOTE:

6 AYES (Suderman, Skipworth, Wilson, Deats, Decker, King)

0 NAYS

MOTION PASSED

Following the vote, Council directed that Mr. Heard review all policies, procedures, and bylaws of DEDC to ensure that they are in line with the City's policies and procedures. Council Member Deats emphasized that Mr. Heard must work cooperatively with Mr. Jones during the review. Mr. Jones agreed, noting that the changes have already been drafted and approved by DEDC with Mr. Heard's approval.

ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of the Dickinson Economic Development Corporation Chief Executive Officer ("CEO") and Executive Director's Employment Agreement and the Funding Thereof, and Authorizing the Mayor to Sign the Agreement Acknowledging that the CEO Will be Receiving City Benefits.

Mayor Masters questioned why this item was on the agenda. City Secretary Alun Thomas informed Mayor Masters that the item was tabled at the last meeting, and so was required to be considered again at this meeting. Additionally, he added, consistent with the Mayor's instruction to the City Secretary that City Administrator Chris Heard had been delegated the Mayor's agenda setting and approval authority, Mr. Heard had approved the item's inclusion on the agenda.

Council Member Deats questioned why Council needed to approve the agreement. City Attorney David Olson said that it was to confirm that Council would like to authorize the expenditure of funds. He recommended that such legal questions be reserved for Executive Session.

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 litigation and matters 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.

Mayor Masters recessed the regular meeting at 8:26 p.m.

ITEM 14.) RECONVENE

Mayor Masters reconvened the regular meeting at 9:55 p.m.

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

City Administrator Chris Heard was directed to review the agreement from Item 11 for any possible legal issues.

ITEM 16.) ADJOURN

Council Member Wilson made a motion to adjourn the meeting at 9:56 p.m., and Council Member Suderman seconded the motion. There being no discussion, Mayor Masters called for the vote.

VOTE:

6 AYES (Suderman, Skipworth, Wilson, Deats, Decker, King)

0 NAYS

MOTION PASSED

PASSED, APPROVED AND ADOPTED this the 12th day of May, 2020.

Julie Masters, Mayor

ATTEST:

Alun W. Thomas, City Secretary

ITEM 8B

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE:

TOPIC:	<p>RESOLUTION NUMBER XXX-2020</p> <p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR A TEXAS BOOK FESTIVAL GRANT; AND PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.</p>
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BACKGROUND:	<p>Dickinson Public Library seeks funding to enhance our circulating Spanish Language book collection.</p> <p>The Texas Book Festival awards grants to support collection enhancement for Texas public libraries. This funding enables libraries to share the diversity and breadth of literature with their entire communities. Funding comes from book sales at the Texas Book Festival and other generous donors.</p> <p>The grant would fund all costs associated with this project. This grant does not require matching funds from the City. The grant budget is anticipated to be \$2,500.</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-2020
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FUNDING ISSUES:	<p><input type="checkbox"/> Not applicable – no dollars are being spent or received.</p> <p><input type="checkbox"/> Full amount already budgeted in Acct/Project# _____</p> <p><input checked="" type="checkbox"/> Not budgeted, if approved, the following will be included in the next Budget Amendment: \$2,500.00 will be added to Revenue Acct# <u>01-7750</u> and \$2,500.00 added to Expenditure Acct/Project# <u>17-8227-15</u></p>
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Julianne Lane, Library Director	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

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR A TEXAS BOOK FESTIVAL GRANT; AND PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

WHEREAS, the City Council finds it in the best interest of the citizens of the City of Dickinson, Galveston County, Texas (the "City") to enhance Dickinson Public Library's circulating board book collection and that such board books should be funded through the Texas Book Festival Grant; and

WHEREAS, the City Council agrees that the City will provide applicable matching funds therefore if required by the Texas Book Festival Grant application; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Texas Book Festival Grant funds, the City Council assures that the funds will be returned to the Texas Book Festival in full; and

WHEREAS, the City Council finds that the City Administrator should be designated as the City's authorized official and authorized to apply for, accept, reject, alter or terminate the grant 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 City Council hereby approves the submission of a grant application for the Texas Book Festival Grant.

Section 3. The City Administrator is hereby designated as the City's authorized official and authorized to apply for, accept, reject, alter or terminate the grant on behalf of the City of Dickinson.

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

DULY PASSED AND APPROVED on this the 12th day of May, 2020.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

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

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

ITEM 8C

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE: May 12, 2020

TOPIC: **RESOLUTION NUMBER XXX-2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS (CITY), AND GALVESTON COUNTY, TEXAS (CONTRACTING OFFICER), AUTHORIZING GALVESTON COUNTY TO CONDUCT THE CITY OF DICKINSON'S NOVEMBER 3, 2020 ELECTION(S) PURSUANT TO TEXAS ELECTION CODE CHAPTER 31.093; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: Section 31.093 of the Texas Election Code provides that municipalities may contract with the County Elections Administrator for election services for the November 3, 2020 election(s).

This agreement will provide the terms and conditions for Galveston County Elections Division to conduct the November 3, 2020 elections. The cost for these services is expected to be similar to the last (May, 2019) election. At this time, the City has budgeted \$4,400.00 in the FY 2019-2020 Budget, which is again expected to be insufficient for the election contract cost. In the event the invoice that the City receives is in excess of the budgeted amount, excess funds from other line items under the Administration Department will be used to cover the overage.

RECOMMENDATION: Staff recommends approval of the Resolution as it is the most cost-effective way of conducting the election(s).

ATTACHMENTS: • Resolution Number XXX-2020

FUNDING ISSUES:

Not applicable – no dollars are being spent or received.

Full amount already budgeted in Acct/Project#

Not fully budgeted. \$4,400 is currently budgeted in Acct/Project# 01-8404-01, however; if approved, spare funds from other line items under Administration will be used to absorb the cost.

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBER: Alun W. Thomas, City Secretary	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

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS (CITY), AND GALVESTON COUNTY, TEXAS (CONTRACTING OFFICER), AUTHORIZING GALVESTON COUNTY TO CONDUCT THE CITY OF DICKINSON'S NOVEMBER 3, 2020 ELECTION(S) PURSUANT TO TEXAS ELECTION CODE CHAPTER 31.093; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 123, Subchapter B of the Election Code, the City of Dickinson ("City") may contract for election services from the County Elections Coordinator in the County in which it is located; and

WHEREAS, the City and Galveston County desire to enter into the Agreement, attached hereto as Exhibit "A" under the authority and subject to the provisions of Chapter 31, Subchapter B, of the Texas Election Code, to allow Galveston County to conduct the November 3, 2020, Dickinson General Election and any other election held by the City on that date.

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

Section 1. The facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council, after review of the terms and conditions of the attached Agreement, hereby approves the terms of the agreement between the City of Dickinson and Galveston County.

Section 3. The City Council also authorizes the Mayor to execute, and the City Secretary to attest, on behalf of the City of Dickinson, the agreement and all other documents in connection therewith.

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

DULY PASSED, APPROVED AND ADOPTED on this the 12th day of May, 2020.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

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

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

EXHIBIT “A”

TO

RESOLUTION XXX-2020

Contract for Election Services
Local Entity Countywide Vote Center Elections

This Contract is made and entered into this ____ day of _____, 20__ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and _____ on behalf of _____ ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: _____

November 3, 2020
Election Date

December 15, 2020
Runoff Election Date

Early Voting will be held on **Oct. 19-23, 2020** from 8 a.m. to 5 p.m. and **Oct. 26-30, 2020** with the polls being open from 7 a.m. to 7 p.m. **Saturday, Oct. 24, 2020** from 7 a.m. to 7 p.m. and **Sunday, Oct. 25, 2020** from 1 p.m. to 6 p.m. On Election Day the polls will be open from 7 a.m. to 7 p.m.

1. Duties and Services of Galveston County. Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1. Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved. See the Fee Schedule]
- 1.3. Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost: Included in the 10% election fee]

- 1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]
- 1.5. Provide Ballot by Mail services for the Entity.
[See the Fee Schedule]
- 1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid \$40 for attending training.
- 1.7. Select the countywide vote center polling locations in coordination with the Entity and with the approval of Galveston County Commissioners' Court.
- 1.8. Provide the Entity ***and where possible the candidates running for office**, a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

***The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.**

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before July 31, 2020**. Contracts submitted after this date will require a \$500 fee **which will be non-refundable regardless of whether the Entity cancels its election.**

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5. It is understood that the Entity may need to modify its election order after **August 28, 2020**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by

July 31, 2020. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than August 14, 2020**. All language on the ballot must be provided in both English and Spanish in a Word format. Any other languages required by law, must also be provided in a Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.

[See Section 1.8]

- 2.7. Return to Galveston County, by **Sept. 9, 2020 5 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **Sept. 16, 2020**.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot.

[See Section 1.8 for related information on ballot proofing]

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**
- 2.9. As required by §67.017(b) and the Secretary of State's Office, the Entity must submit an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

- 2.10. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.
- 2.11. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.
- 2.12. Entity to pay a \$125 fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

3. Cancellation of Contract: Except for contracts consummated after **July 31, 2020**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of **N/A**. The Entity will be obligated to pay Galveston County a \$500 fee if cancelled after this grace period.

4. Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4) Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

5. Fee Schedule of Galveston County: Galveston County agrees to perform these services at the following rates:

- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$50 per kit
- b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
- c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.

Cost: \$465 per Verity Touch, \$506 per Verity Controller and \$577 per Verity Touch with access.

- d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$125 delivery per location
- e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.
- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable.
- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee
- h) Conduct early voting, Election Day Voting, and bilingual training.
Cost: \$48 per person per class
- i) Two or more electronic poll **pads** will be deployed (at the discretion of the Elections Division) to each polling location.
No Cost
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Base cost of \$12 per hour per worker. Any worker who serves more than 40 hours in a given pay week will be compensated at time and a half for the hours served in excess of 40 hours.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is \$.25 per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. **The cost for this service is \$3.00 per ballot (\$3.50, if a multi-page ballot).**
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Name (Print and Sign)

Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its

employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:

Dwight D. Sullivan, County Clerk
Attention: Ernest Murrie, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: ernest.murrie@co.galveston.tx.us

Entity:

Phone: _____

Email: _____

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.

6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20__.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:

Name: _____

- City Manager
- Superintendent
- City Secretary
- Chair County Executive Committee
- Mayor
- President
- Other

Received and Filed:

Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

ITEM 9

ORDINANCE NUMBER XXX-2020

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING APPENDIX B, PAY GRADE CLASSIFICATION STRUCTURE FOR ALL EMPLOYEES, OF THE CITY OF DICKINSON PERSONNEL POLICY (2005) TO ESTABLISH THE POSITIONS AND PAY RANGES FOR CITY EMPLOYEES WHICH ALIGN WITH HOUSTON-GALVESTON AREA COUNCIL AVERAGES.

WHEREAS, Section 4.08, Personnel System, of the Dickinson City Charter provides that “personnel rules shall be prepared by the city administrator and presented to [the] City Council, which may adopt such rules by ordinance, with or without amendment”; and

WHEREAS, on January 11, 2005, by Ordinance No. 543-2005, the City Council of the City of Dickinson adopted a personnel policy in accordance with Section 4.08 of the City Charter, and such Ordinance was amended by Ordinance Nos. 549-2005, 585-2006, 591-2006, 618-2007, 619-2007, 650-2008, 661-2008, 663-2009, 679-2009, 693-2010, 709-2010, 737-2012, 778-2013, 779-2013, 780-2013, 781-2013, 808-2015, 820-2015, 829-2015 and 948-2020 (hereinafter “City of Dickinson Personnel Policy (2005)”); and

WHEREAS, the City Administrator hereby recommends that the City Council revise the City of Dickinson Personnel Policy (2005) by: amending Appendix B, Pay Grade Classification Structure for all employees to establish the positions and pay ranges for City employees which align with HGAC averages; and

WHEREAS, the City Council finds that the current Appendix B, Pay Grade Classification structure for all employees of the City of Dickinson Personnel Policy (2005) should be amended to establish to establish the positions and pay ranges for City employees which align with HGAC averages; and

WHEREAS, the City Administrator hereby recommends combining the Community Development Department and Public Works Department to form the Community Services Department, a combination which will remove the position of Public Works Director and add the position of Street Superintendent and the proposed organizational layout will be reflected in the 2021 budget; and

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

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

Section 2. An amended Appendix B Pay Classification Structure for All Employees as set out in Exhibit “A” attached hereto and incorporated herein for all purposes is hereby adopted and shall be added to the City of Dickinson Personnel Policy (2005).

Section 3. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim or lawsuit that has been initiated or has arisen under or pursuant to any of the Ordinances or sections thereof that have been specifically repealed on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance or section thereof and for that purpose the Ordinance or section thereof shall remain in full force and effect.

Section 4. In the event any section, paragraph, subdivision, 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, or whether there be one or more parts.

Section 5. This Ordinance shall become effective upon final reading and adoption of this Ordinance.

DULY PASSED AND APPROVED on first reading this the 28th day of April, 2020.

DULY PASSED AND APPROVED on second reading this the _____day of _____, 2020.

DULY PASSED, APPROVED AND ADOPTED on third and final reading this the _____ day of _____, 2020.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

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

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

EXHIBIT “A”

TO

ORDINANCE XXX-2020

**APPENDIX B
PAY CLASSIFICATION STRUCTURE**

Position	HGAC Position #	City Minimum	City Low Mid	City High Mid	City Max
Accountant	14	53,000	57,620	62,240	67,000
Accounting Clerk	34	35,000	39,950	44,900	50,000
Administrative Support Staff, Entry Level	38	28,000	32,950	37,900	43,000
Administrative Support Staff, Intermediate Level	38	34,500	41,100	47,700	54,500
Animal Control Officer	58	30,000	34,950	39,900	45,000
Animal Shelter Manager*	N/A	48,500	55,100	61,700	68,500
Bailiff*	N/A	40,000	44,950	49,900	55,000
Building Official	18	65,000	71,600	78,200	85,000
Building Superintendent	32	63,000	67,950	72,900	78,000
Cashier I	60	25,500	32,100	38,700	45,500
Cashier II	61	32,000	38,600	45,200	52,000
City Administrator	2	111,000	125,850	140,700	156,000
City Secretary	1	62,500	70,750	79,000	87,500
Civilian Jailer*	N/A	29,500	36,100	42,700	49,500
Code Enforcement Officer	63	33,500	40,100	46,700	53,500
Community Development Director	5	77,500	84,760	92,020	99,500
Crew Leader	62	33,500	40,100	46,700	53,500
Crime Victim Liaison*	N/A	41,500	46,450	51,400	56,500
Emergency Communications Dispatcher	40	37,679	42,301	46,922	51,684
Emergency Communications Supervisor	41	49,576	55,735	61,894	68,240
Emergency Management Coordinator	42	52,500	59,100	65,700	72,500
EMS Administrator	43	74,500	80,110	85,720	91,500
Equipment Operator - Heavy	67	29,500	34,450	39,400	44,500
Equipment Operator - Light	68	24,500	29,450	34,400	39,500
Executive Assistant	15	46,000	52,600	59,200	66,000
Finance Director	7	90,000	98,580	107,160	116,000

**APPENDIX B
PAY CLASSIFICATION STRUCTURE**

Position	HGAC Position #	City Minimum	City Low Mid	City High Mid	City Max
Fire Marshal	57	52,500	59,100	65,700	72,500
Street - Drainage Foreman/Supervisor	66	43,500	50,100	56,700	63,500
General Office Worker	35	31,500	35,460	39,420	43,500
Inspector	59	45,000	51,600	58,200	65,000
Laborer	69	23,500	27,790	32,080	36,500
Librarian	21	30,000	36,600	43,200	50,000
Library Director	8	63,000	69,600	76,200	83,000
Library Director - Assistant*	N/A	50,000	54,950	59,900	65,000
Municipal Court Administrator	22	59,500	66,100	72,700	79,500
Municipal Court Clerk	36	26,500	31,450	36,400	41,500
Municipal Court Clerk - Senior*	N/A	39,500	44,450	49,400	54,500
EMT Basic	44	23,000	29,600	36,200	43,000
EMT Intermediate	44	40,000	46,600	53,200	60,000
Paramedic - EMT, Includes all Levels	44	23,000	39,170	55,340	72,000
Paramedic	44	52,000	58,600	65,200	72,000
Personnel Generalist	17	39,500	46,100	52,700	59,500
Planner	23	49,500	56,100	62,700	69,500
Police Captain	47	80,500	87,100	93,700	100,500
Police Chief	45	102,500	109,100	115,700	122,500
Police Lieutenant	48	74,500	81,100	87,700	94,500
Street - Drainage Superintendent	29	63,000	67,950	72,900	78,000

*Not a recognized HGAC position

DIVIDER PAGE

**APPENDIX B
PAY CLASSIFICATION STRUCTURE**

Position	HGAC Position #	City Minimum	City Low Mid	City High Mid	City Max
Accountant	14	53,000	57,620	62,240	67,000
Accounting Clerk	34	35,000	39,950	44,900	50,000
Administrative Support Staff, Entry Level	38	28,000	32,950	37,900	43,000
Administrative Support Staff, Intermediate Level	38	34,500	41,100	47,700	54,500
Animal Control Officer	58	30,000	34,950	39,900	45,000
Animal Shelter Manager*	N/A	48,500	55,100	61,700	68,500
Bailiff*	N/A	40,000	44,950	49,900	55,000
Building Official	18	65,000	71,600	78,200	85,000
Building Superintendent	32	63,000	67,950	72,900	78,000
Cashier I	60	25,500	32,100	38,700	45,500
Cashier II	61	32,000	38,600	45,200	52,000
City Administrator	2	111,000	125,850	140,700	156,000
City Secretary	1	62,500	70,750	79,000	87,500
Civilian Jailer*	N/A	29,500	36,100	42,700	49,500
Code Enforcement Officer	63	33,500	40,100	46,700	53,500
Community Development Director	5	77,500	84,760	92,020	99,500
Crew Leader	62	33,500	40,100	46,700	53,500
Crime Victim Liaison*	N/A	41,500	46,450	51,400	56,500
Emergency Communications Dispatcher	40	37,679	42,301	46,922	51,684
Emergency Communications Supervisor	41	49,576	55,735	61,894	68,240
Emergency Management Coordinator	42	52,500	59,100	65,700	72,500
EMS Administrator	43	74,500	80,110	85,720	91,500
Equipment Operator - Heavy	67	29,500	34,450	39,400	44,500
Equipment Operator - Light	68	24,500	29,450	34,400	39,500
Executive Assistant	15	46,000	52,600	59,200	66,000
Finance Director	7	90,000	98,580	107,160	116,000

**APPENDIX B
PAY CLASSIFICATION STRUCTURE**

Position	HGAC Position #	City Minimum	City Low Mid	City High Mid	City Max
Fire Marshal	57	52,500	59,100	65,700	72,500
Street - Drainage Foreman/Supervisor	66	43,500	50,100	56,700	63,500
General Office Worker	35	31,500	35,460	39,420	43,500
Inspector	59	45,000	51,600	58,200	65,000
Laborer	69	23,500	27,790	32,080	36,500
Librarian	21	30,000	36,600	43,200	50,000
Library Director	8	63,000	69,600	76,200	83,000
Library Director - Assistant*	N/A	50,000	54,950	59,900	65,000
Municipal Court Administrator	22	59,500	66,100	72,700	79,500
Municipal Court Clerk	36	26,500	31,450	36,400	41,500
Municipal Court Clerk - Senior*	N/A	39,500	44,450	49,400	54,500
Paramedic—EMT, EMT Basic	44	23,000	29,600	36,200	43,000
Paramedic—EMT, EMT Intermediate	44	40,000	46,600	53,200	60,000
Paramedic - EMT, Includes all Levels	44	23,000	39,170	55,340	72,000
Paramedic—EMT, Paramedic	44	52,000	58,600	65,200	72,000
Personnel Generalist	17	39,500	46,100	52,700	59,500
Planner	23	49,500	56,100	62,700	69,500
Police Captain	47	80,500	87,100	93,700	100,500
Police Chief	45	102,500	109,100	115,700	122,500
Police Lieutenant	48	74,500	81,100	87,700	94,500
Public Works Director	12	90,000	98,250	106,500	115,000
Street - Drainage Superintendent	29	63,000	67,950	72,900	78,000

*Not a recognized HGAC position

ITEM 10

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF DICKINSON §

I, the undersigned City Secretary of the City of Dickinson, Texas (the “City”), hereby certify as follows:

1. The City Council of the City convened in a regular meeting on May 12, 2020, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Council, to wit:

- | | |
|------------------|----------------|
| Julie Masters | Mayor |
| Charles Suderman | Mayor Pro Tem |
| Sean Skipworth | Council Member |
| Walter Wilson | Council Member |
| Wally Deats | Council Member |
| Louis Decker | Council Member |
| William King III | Council Member |

and all of such persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

(the “Resolution”) was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: ___ NAYS: ___ ABSTENTIONS: ___

2. That a true, full and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the City Council’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council’s minutes of such meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at such meeting, and

each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____, 2020

City Secretary
City of Dickinson, Texas

(SEAL)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

WHEREAS, the City Council (the “City Council”) of the City of Dickinson, Texas (the “City”), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of public works, for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended; and

WHEREAS, the City Council has determined that it is in the best interests of the City and otherwise desirable to issue certificates of obligation in a principal amount not to exceed \$2,000,000 styled “City of Dickinson, Texas, Certificates of Obligation, Series 2020” (the “Certificates”) for the construction of certain public works and the purchase of certain equipment for authorized needs and purposes and for the payment of contractual obligations for professional services; and

WHEREAS, in connection with the Certificates, the City Council intends to publish notice of its intent to issue the Certificates (the “Notice”) in a newspaper of general circulation in the City;

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

Section 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. The City Secretary is hereby authorized and directed to publish the Notice set forth in Exhibit “A” attached hereto on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. The Mayor, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage.

Section 5. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

PASSED AND APPROVED on this the 12th day of May, 2020.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

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

EXHIBIT “A”

NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Council of the City of Dickinson, Texas (the “City”) will meet at its regular meeting place at City Hall, 4403 Highway 3, Dickinson, Texas at 7:00 p.m. on July 14, 2020, and during such meeting will consider passage of an ordinance authorizing the issuance of the City’s certificates of obligation (the “Certificates”) in the maximum aggregate principal amount of \$1,600,000, for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations to be incurred for (i) construction and improvement of streets, sidewalks, and related improvements, including drainage, landscaping, streetscaping, pedestrian seating, lighting, signage and traffic signalization incidental thereto, and the acquisition of land and rights-of-way therefor; (ii) the renovation, remodel, repair, construction, improvement and equipment of the Dickinson Public Library and the Public Works facility, and (iii) professional services rendered in connection with the above listed projects. The Certificates will be payable from ad valorem taxes and a limited, subordinate pledge of certain revenues of the solid waste management system of the City.

In accordance with the provisions of Texas Local Government Code, Section 271.049, (i) the current principal of all outstanding debt obligations of the City secured by and payable from ad valorem taxes is \$6,450,000, (ii) the current combined principal and interest required to pay all outstanding debt obligations of the City secured by and payable from ad valorem taxes on time and in full is \$7,753,055, (iii) the estimated combined principal and interest required to pay the proposed Certificates on time and in full is \$1,837,228, (iv) the maximum interest rate for the Certificates may not exceed the maximum interest rate authorized by law, and (v) the Certificates will mature over a period of years not to exceed forty (40) years from the date thereof.

ITEM 11

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF DICKINSON §

I, the undersigned City Secretary of the City of Dickinson, Texas (the “City”), hereby certify as follows:

1. The City Council of the City convened in a regular meeting on May 12, 2020, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Julie Masters	Mayor
Charles Suderman	Mayor Pro Tem
Sean Skipworth	Council Member
Walter Wilson	Council Member
Wally Deats	Council Member
Louis Decker	Council Member
William King III	Council Member

and all of such persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DICKINSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; AUTHORIZING AN AUTHORIZED REPRESENTATIVE TO APPROVE THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATING THERETO

(the “Ordinance”) was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted on first reading pursuant to Section 3.09 of the City Charter; and, after due discussion, such motion, carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: __ NAYS: __ ABSTENTIONS: __

2. That a true, full and correct copy of the Ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Ordinance has been duly recorded in the City Council’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council’s minutes of such meeting pertaining to the adoption of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the

City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Ordinance would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____, 2020

City Secretary
City of Dickinson, Texas

(SEAL)

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DICKINSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; AUTHORIZING AN AUTHORIZED REPRESENTATIVE TO APPROVE THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF DICKINSON §

WHEREAS, the City Council of the City of Dickinson, Texas (the “City”) has heretofore issued the obligations described in Exhibit A attached hereto; and

WHEREAS, the City desires to refund part of said obligations in advance of their maturities as determined pursuant to the parameters set forth herein (the “Refunded Obligations”); and

WHEREAS, Chapter 1207, Texas Government Code (the “Act”), authorizes the City to issue refunding bonds payable from taxes, without an election, for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing directly with any paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the City desires, pursuant to Section 1207.007 of the Act, to delegate to the Authorized Representative named herein the authority to effect the sale of the Bonds, including the selection of the Refunded Obligations to be refunded, within certain parameters herein described; and

WHEREAS, the City desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds herein authorized, together with other funds, to pay the Refunded Obligations; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; Now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON:

1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct.

It is hereby found and determined that the refunding contemplated in this Ordinance will benefit the City by providing a present value savings in the debt service payable by the City, that such benefit is sufficient consideration for the refunding of the Refunded Obligations and that the issuance of the refunding bonds is in the best interests of the City.

2. Definitions. Throughout this Ordinance the following terms and expressions as used herein shall have the meanings set forth below:

“Attorney General” means the Attorney General of the State of Texas.

“Authorized Representative” means the Mayor or City Administrator.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the City, the Registrar and DTC.

“Bonds” means the City of Dickinson, Texas, General Obligation Refunding Bonds, Series 2020 authorized in this Ordinance, unless the context clearly indicates otherwise.

“Business Day” means any day that is not a Saturday, Sunday, a day that the Registrar is authorized by law or executive order to close or a legal holiday.

“City” means the City of Dickinson, Texas.

“Code” means the Internal Revenue Code of 1986.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Debt Service Fund” means the Debt Service Fund for payment of the Bonds established by the City in Section 20 of this Ordinance.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means the place of payment for the Refunded Obligations or the trust company or commercial bank identified in the Escrow Agreement, and its successors in such capacity.

“Escrow Agreement” means the agreement between the City and the Escrow Agent relating to the escrow of funds to pay the Refunded Obligations.

“Initial Bond” means the Initial Bond authorized by Section 6(d).

“Interest Payment Date”, when used in connection with any Bond, means September 1, 2020, and each March 1 and September 1 thereafter until maturity, unless otherwise specified in the Officer’s Pricing Certificate.

“Issuance Date” shall mean the date of initial delivery of the Bonds to the Underwriter in exchange for payment of the purchase price therefor.

“Officer’s Pricing Certificate” means a certificate signed by the Authorized Representative pursuant to Section 5 hereof.

“Ordinance” as used herein and in the Bonds means this ordinance authorizing the Bonds.

“Owner” means any person who shall be the registered owner of any outstanding Bond.

“Purchase Contract” means the bond purchase agreement (in the case of a negotiated sale), the purchase or investment letter (in the case of private placement), or the successful bid (in the case of a competitive sale), as approved by the Authorized Representative.

“Record Date” means, with respect to the Bonds, the close of business on the fifteenth day of the month immediately preceding the applicable Interest Payment Date.

“Refunded Obligations” means any of the obligations described on Exhibit A attached hereto and as more specifically described in the Officer’s Pricing Certificate.

“Register” means the books of registration in which the Registrar maintains the names and addresses of each Owner as well as the principal amounts of the Bonds registered to each Owner.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., Houston, Texas and its successors in that capacity.

“Rule” means SEC Rule 15c2-12.

“SEC” means the United States Securities and Exchange Commission.

“Underwriter” means the individual underwriter or underwriting syndicate identified in the Officer’s Pricing Certificate.

3. Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount not to exceed \$2,400,000 for the purpose of refunding the Refunded Obligations, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code. Proceeds of the Bonds also will be used to pay costs of issuing of the Bonds and refunding the Refunded Obligations.

4. Date, Denomination, Interest Rates, and Maturities. The Bonds shall be designated as “CITY OF DICKINSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020” and shall be dated, shall mature on the dates, in each of the years and in the amounts set out in the Officer’s Pricing Certificate, shall be subject to prior optional and

mandatory redemption on the dates, for the redemption prices and in the amounts set out in the Officer's Pricing Certificate and shall bear interest from their Issuance Date at the rates set forth in the Officer's Pricing Certificate payable on the dates set forth in the Officer's Pricing Certificate. The Bonds may be transferred and exchanged as set out in this Ordinance. The Initial Bond shall be numbered I-1 and all other Bonds shall be numbered in sequence beginning with R-1. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest on the same rate as the Bond or Bonds in lieu of which they are delivered.

5. Selling and Delivering the Bonds. As authorized by Section 1207.007, Texas Government Code, the Authorized Representative is hereby authorized to act on behalf of the City through a date 180 days from the date of this Ordinance in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including without limitation determining the method and manner of sale, the price at which the Bonds will be sold, the issuance date for the Bonds, the form in which the Bonds shall be issued (whether as current interest bonds or as any combination of current interest bonds and compound interest bonds), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory redemption provisions for the Bonds, the selection of the particular maturities and principal amounts of the Refunded Obligations, and all other matters not expressly provided in this Ordinance, relating to the issuance, sale and delivery of the Bonds, and the refunding of the Refunded Obligations, all of which shall be specified in the Officer's Pricing Certificate; provided that:

- (i) the net effective interest rate on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;
- (ii) the proceeds from the sale of the Bonds, along with any available funds of the City that may be used in the refunding, must be sufficient to provide, after all original issue discount and underwriter's discount, amounts necessary to fund the costs and expenses of refunding the Refunded Obligations and the estimated costs of issuance of the Bonds; and
- (iii) the net present value savings in debt service resulting from the refunding of the Refunded Obligations shall be at least 5.00% of the principal amount of the Refunded Obligations, as shown by a table of calculations prepared by the City's financial advisor and attached to the Officer's Pricing Certificate.

Bonds sold pursuant to a Purchase Contract executed on or before the expiration date above may be delivered after such date, provided that such delivery date occurs within ninety (90) days of the sale of the Bonds. Any finding by the Authorized Representative relating to the sale and delivery of the Bonds and the designation of Refunded Obligations shall have the same force and effect as a finding or determination made by the City Council.

6. Execution of Bonds; Seal. (a) The Bonds shall be signed on behalf of the City by the Mayor and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Registrar's Authentication Bond substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Bond described above, the Initial Bond delivered at the Issuance Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Issuance Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriter or its designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver definitive Bonds to DTC.

7. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent and registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due to the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar in Dallas, Texas. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

8. Successor Registrars. The City covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, and duly qualified and legally authorized to serve as Registrar for the

Bonds. The City reserves the right to change the Registrar on not less than sixty (60) days written notice to the Registrar, so long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

9. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

10. Ownership; Unclaimed Principal and Interest. The City, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

11. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas, and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Bond or Bonds registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

12. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

13. Cancellation of Bonds. All Bonds paid in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Bonds.

14. Book-Entry Only System. (a) The Initial Bond shall be registered in the name designated in the Officer's Pricing Certificate. Except as provided in Section 15 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

15. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Bonds be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

16. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

17. Optional and/or Mandatory Redemption; Defeasance. The Bonds are not subject to optional redemption prior to their scheduled maturities. The Bonds are subject to mandatory redemption as set forth in the Form of Bond in this Ordinance and in the Officer's Pricing Certificate.

Principal amounts may be redeemed only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 11 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the

Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Bonds may be discharged, defeased, redeemed, or refunded in any manner now or hereafter permitted by law.

18. Forms. The form of the Bond, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to the Initial Bond, the form of Assignment and the form of the Registrar's Authentication Certificate, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary to conform to the terms specified in the Officer's Pricing Certificate:

(a) Form of Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER
I-1

REGISTERED
DENOMINATION
\$ _____

CITY OF DICKINSON, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020

INTEREST RATE:	MATURITY DATE:	DATED DATE:	ISSUANCE DATE:	CUSIP:
	March 1, 20__	_____, 2020	_____, 2020	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Dickinson, Texas (the "City") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of The Bank of New York Mellon Trust Company, N.A., Houston, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the Issuance Date or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on March 1 and September 1, beginning on September 1, 2020 mailed to the registered owner of record as of the close of business on fifteenth day of the month immediately preceding each Interest Payment Date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$_____ (the "Bonds"), issued for the purpose of refunding a portion of the City's outstanding obligations, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an ordinance adopted by the City Council (the "Ordinance"), which Ordinance is of record in the official minutes of the City.

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE BONDS ARE EXCHANGEABLE at the principal payment office of the Registrar in Dallas, Texas, for Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the Mayor and countersigned with the manual or facsimile signature of the City

Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

CITY OF DICKINSON, TEXAS

Mayor

City Secretary

(b) Form of Registration Certificate of Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts of the
State of Texas

(SEAL)

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Bond Ordinance described in the text of this Bond.

The Bank of New York Mellon Trust Company,
N.A.,
As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on March 1 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in the applicable Officer's Pricing Certificate]

19. CUSIP Numbers. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

20. Debt Service Fund; Tax Levy. There is hereby established a fund of the City to be known as the City of Dickinson, Texas, General Obligation Refunding Bonds, Series 2020 Debt Service Fund (the "Debt Service Fund"). The proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Ordinance shall be deposited, as collected, in the Debt Service Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City, sufficient to pay the current interest on the Bonds as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Bonds or the amount required to pay each installment of principal of the Bonds as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

21. Application of Chapter 1208, Texas Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the City under Section 20 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 20 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

22. Further Proceedings. After the Initial Bond has been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Initial Bond and all pertinent records and proceedings to the Attorney General, for examination and approval. After the Initial Bond has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Bond, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

23. Sale. The Bonds shall be sold and delivered to the Underwriter at a price to be set forth in the Officer's Pricing Certificate, plus accrued interest to the date of delivery, in accordance with the Purchase Contract. The Authorized Representative is hereby authorized and directed to execute the Purchase Contract on behalf of the City, and the Mayor, City Administrator, and all other officers, agents, and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

24. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issue Date.

“Computation Date” has the meaning stated in section 1.148-1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in section 1.148-1(b) of the Regulations.

“Investment” has the meaning stated in section 1.148-1(b) of the Regulations.

“Issue Date” for the Bonds or other obligations of the City is the respective date on which such obligations of the City are first delivered against payment therefor.

“Nonpurpose Investment” has the meaning stated in section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Series 2020 Bonds issued pursuant to sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to sections 141 through 150 of the Code and applicable to the Bonds.

“Yield of”

(1) any Investment shall be computed in accordance with section 1.148-5 of the Regulations, and

(2) the Bonds shall be computed in accordance with section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Bonds to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the

effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times prior to the last stated maturity of the Bonds,

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed or refinanced with Gross Proceeds of the Refunded Bonds) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed or refinanced with Gross Proceeds of the Refunded Bonds) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed or refinanced with Gross Proceeds of the Refunded Bonds) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Bonds, directly or indirectly invest Gross Proceeds of such Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The City shall timely file with the Secretary of the Treasury the information required by section 149I of the Code with respect to the Bonds on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings thereunder, the City shall:

(1) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(2) calculate the Rebate Amount with respect to the Bonds, not less frequently than each Computation Date, in accordance with rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(3) as additional consideration for the purchase of the Bonds by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the regulations and rulings thereunder, and

(4) exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and, if such error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, the City shall not, at

any time prior to the earlier of the final stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds, not been relevant to either party.

(j) Not Hedge Bonds. The City did not invest more than 50 percent of the Proceeds of the original bonds refunded by the Bonds in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of each series of the original bonds refunded by the Bonds, the City reasonably expected that at least 85 percent of the spendable proceeds of such bonds would be used to carry out the governmental purpose of such bonds within three years after the respective Issue Date of such bonds.

25. Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2020, including the Bonds, which have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations which will be issued by the City during calendar year 2020, including the Bonds, will not exceed \$10,000,000. For purposes of this Section, the term "tax-exempt obligation" does not include "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code. In addition, for purposes of this Section, the City includes all entities which are aggregated with the City under the Code.

26. Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as follows:

- (a) Accrued interest, if any, shall be deposited into the Debt Service Fund.
- (b) A portion of the proceeds shall be applied to pay underwriter's discount and costs and expenses in connection with the issuance of the Bonds and the refunding of the Refunded Obligations.
- (c) A portion of the proceeds shall be applied to refund the Refunded Obligations.
- (d) Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

27. Redemption of Refunded Obligations. The City has irrevocably exercised its option to call the Refunded Obligations of the City for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to the Officer's Pricing Certificate, and authorizes and directs notice of such redemption to be given in accordance with the ordinances authorizing the issuance of such Refunded Obligations.

28. Defeasance of Refunded Obligations. The discharge and defeasance of the Refunded Obligations may be effectuated pursuant to the terms and provisions of an Escrow Agreement, a deposit agreement or a similar agreement, a letter of instructions or any other

instrument relating to the safekeeping, investment, administration and disposition of moneys deposited to effect the defeasance of the Refunded Obligations in such form and subject to such terms and conditions as the Authorized Representative determines may be necessary or convenient to carry out the intent and purpose of this Order, and the Authorized Representative is hereby authorized to execute and deliver such instruments on behalf of the City in multiple counterparts and the Secretary is hereby authorized to attest affix the City's seal thereto. Alternatively, the discharge and defeasance of the Refunded Obligations may be accomplished by depositing directly with the Paying Agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, if necessary, an amount sufficient to provide for the defeasance and redemption of the Refunded Obligations.

29. Purchase of Defeasance Securities. The Authorized Representative and the Escrow Agent are hereby authorized (a) to subscribe for, agree to purchase, and purchase obligations that are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as necessary to defease the Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization, and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to direct and provide for such contributions to the escrow fund as are provided in the Escrow Agreement.

30. Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final Official Statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(a) Unless otherwise provided in the Officer's Pricing Certificate, the City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type described in the Officer's Pricing Certificate. The City shall update such information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be

provided. If audited financial statements are not available by the required time, then the City shall provide those portions of the unaudited financial statements of the City referenced in the City's application for financial assistance but for the most recently concluded fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) Unless otherwise provided in the Officer's Pricing Certificate, the City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Certificate calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

For these purposes, (a) any event described in (xii) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the (xv) and (xvi) of the immediately preceding paragraph to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with

respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by this Section of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(d) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted a purchaser to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Section if the SEC amends or repeals the

applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an purchaser from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

31. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, the City Secretary or an Assistant City Secretary, the City Administrator, and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Obligations, including, without limitation, executing, and delivering on behalf of the City all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the application of funds of the City consistent with the provisions of this Ordinance.

32. Official Statement; Ratings. The City hereby authorizes the preparation of a Preliminary Official Statement and final Official Statement, in substantially the form of the Preliminary Official Statement, with such modifications as shall be necessary to describe the final terms of the Bonds, dated as of the sale date, relating to the Bonds, and any addenda, supplement or amendment thereto, and approves the distribution of such Preliminary Official Statement and Official Statement in the offer and sale of the Bonds and in the reoffering of the Bonds by the Underwriter, with such changes therein or additions thereto as the officials executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Mayor is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the final Official Statement. The Authorized Representative is hereby authorized to deem the Preliminary Official Statement "final" for purposes of Rule 15c2-12 of the Securities Exchange Commission.

Further, the City Council hereby ratifies, authorizes and approves the actions of the Mayor, the City's financial advisor and other consultants in seeking ratings on the Bonds.

33. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

34. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

35. Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor, City Secretary, and other appropriate officials of the City are each hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance, in the judgment of the Mayor, City Secretary, and other appropriate officials of the City, and in the opinion of Bond Counsel to the City, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, the Continuing Disclosure Agreement, the Preliminary Official Statement, and the final Official Statement; provided,

however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the City Council.

36. Open Meeting. The meeting at which this Ordinance is adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act; and such notice as given is hereby authorized, approved, adopted and ratified.

PASSED AND APPROVED on the 12th day of May, 2020.

Mayor
City of Dickinson, Texas

ATTEST:

City Secretary
City of Dickinson, Texas

(SEAL)

EXHIBIT A

CITY'S OUTSTANDING OBLIGATIONS

General Obligation Refunding Bonds, Series 2009
Certificates of Obligation, Series 2009
General Obligation Refunding Bonds, Series 2014

ITEM 12

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR THE CONTINUATION OF ON-CALL ENGINEERING SERVICES IN SUPPORT OF IMPROVING THE CITY'S DRAINAGE SYSTEM; AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to enter into an agreement with Huitt-Zollars, Inc., attached hereto as Exhibit "A," to provide responsive engineering services in support of improving the City's drainage system; and

WHEREAS, Huitt-Zollars, Inc. has submitted a proposal to provide engineering services in support of improving the City's drainage system; and

WHEREAS, the maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$50,000 and invoices will be submitted monthly for reimbursable expenses and hourly tasks; and

WHEREAS, upon full review and consideration of the Proposal and all matters attendant and related thereto, the City Council is of the opinion that the Proposal should be approved and that the City Administrator should be authorized to execute a Professional Services Agreement with Huitt-Zollars, Inc. 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 facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Proposal, attached hereto as Exhibit A, has 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.

Section 3. The City Administrator is hereby authorized to execute a Professional Services 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 AND APPROVED on this the 12th day of May 2019.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Alun W. Thomas, 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-2020

April 29, 2020

Mr. Chris Heard
City Administrator
City of Dickinson
4403 Highway 3
Dickinson, Texas 77539

Reference: Continuation of On-Call Engineering Services

Subject: Proposal for Professional Services

Dear Mr. Heard:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal to the City of Dickinson (City) for continuing to provide responsive engineering services in support of improving the City's drainage system (Project). Our proposal is for the following scope of services, compensation, schedule, terms and conditions contained herein.

SCOPE OF SERVICES:

- 1.1 Huitt-Zollars shall provide the following professional services.
 - 1.1.1 Perform professional drainage engineering services for the technical review of developer submitted plans, plats and other documents and provide written review comments to the City.
 - 1.1.2 Participate and assist the City in the acceptance process for developer submitted projects.
 - 1.1.3 Collect data and conduct site visits as requested by the City to investigate drainage issues.
 - 1.1.4 Prepare plans and exhibits as required to convey appropriate activities to address drainage issues as requested by the City.
 - 1.1.5 Prepare project write-ups for updating City's Hazard Mitigation Plan in preparation of securing funding for projects.
 - 1.1.6 Assist City with submitting application(s) to Texas General Land Office, Texas Water Development Board and Texas Department of Emergency Management as applicable.
 - 1.1.7 Participate and conduct meetings with City staff, City Council and public as requested.

COMPENSATION:

- 1.1 Huitt-Zollars, Inc. proposes an hourly not-to-exceed budget of \$50,000.00. This amount shall not be exceeded without additional written authorization from the City of Dickinson.
- 1.2 Invoices will be submitted monthly. Reimbursable expenses and hourly tasks, based upon actual time spent working on the assignment, shall be invoiced per the attached hourly Rate Schedule.

SCHEDULE:

The initial performance period for these services shall be twelve (12) months.

TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this Agreement:

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this Agreement for services shall be authorization by the City for Huitt-Zollars, Inc. to proceed with the work.

2. OPINION OF PROBABLE CONSTRUCTION COSTS

Construction cost estimates provided by Huitt-Zollars are prepared from experience and judgment. Huitt-Zollars has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from Huitt-Zollars estimates.

3. STANDARD OF CARE

Services performed by Huitt-Zollars under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

4. TAXES

All taxes, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the City in addition to fees.

5. BILLING AND PAYMENT

The City, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay Huitt-Zollars for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Huitt-Zollars on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the City objects to all or any portion of an invoice, the City shall so notify Huitt-Zollars in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

The City shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Huitt-Zollars more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of City. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If City, for any reason, fails to pay an invoice or the undisputed portion of a Huitt-Zollars invoice within sixty (60) calendar days of invoice date, Huitt-Zollars will notify the City by registered mail that Huitt-Zollars shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the City shall waive any claim against Huitt-Zollars, and shall defend and indemnify Huitt-Zollars from and against any claims for injury or loss stemming from Huitt-Zollars' cessation of service. City shall also pay Huitt-Zollars the cost associated with premature project demobilization. In the event the project is remobilized, City shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by City, City shall notify Huitt-Zollars within ten (10) calendar days of receipt of the bill in question, and City and Huitt-Zollars shall work together to resolve the matter within forty-five (45) days of its being called to Huitt-Zollars' attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this Agreement.

6. CONSEQUENTIAL DAMAGES

The City shall not be liable to Huitt-Zollars and Huitt-Zollars shall not be liable to the City for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the City or Huitt-Zollars, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

7. TERMINATION

In the event termination becomes necessary, the party (City or Huitt-Zollars) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the City shall within thirty (30) calendar days of termination remunerate Huitt-Zollars for services rendered and costs incurred up to the effective time of termination, in accordance with Huitt-Zollars' prevailing Fee Schedule and Expense Reimbursement Policy.

8. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon Scope of Services, Budget and Schedule and an additional written authorization from the City.

9. GOVERNING LAW

The laws of the State where the project is located will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought to the courts of that State.

10. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

Both parties acknowledge that Huitt-Zollars' scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event Huitt-Zollars or any other party encounters any hazardous or toxic materials, or should it become known to Huitt-Zollars that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of Huitt-Zollars' services, Huitt-Zollars may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the City retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

11. CONSTRUCTION OBSERVATION

If Construction Phase Services are part of this Agreement, Huitt-Zollars shall visit the site at intervals agreed to in writing by the City and Huitt-Zollars, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow Huitt-Zollars to become generally

familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, Huitt-Zollars shall keep the City informed about the progress of the Work and shall advise the City about observed deficiencies in the Work.

If the City desires more extensive project observation or fulltime project representation, the City shall request that such services be provided by Huitt-Zollars as Additional Services in accordance with the terms of this Agreement. Huitt-Zollars shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

Huitt-Zollars shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Huitt-Zollars does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

12. JOBSITE SAFETY

Neither the professional activities of Huitt-Zollars, nor the presence of Huitt-Zollars or its employees and subconsultants at a construction/project site, shall impose any duty on Huitt-Zollars, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Huitt-Zollars and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The City agrees that the Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the City's contract with the Contractor.

The City also agrees that the Contractor shall defend and indemnify the City, Huitt-Zollars and Huitt-Zollars' subconsultants. The City also agrees that the City, Huitt-Zollars and Huitt-Zollars' subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance. The City shall furnish to Huitt-Zollars certificates of insurance from the Contractor evidencing the required coverage specified above. The certificates shall include a provision that Huitt-Zollars shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage.

13. RIGHT TO RELY ON CITY-PROVIDED INFORMATION

City shall be responsible for, and Huitt-Zollars may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City or any of its other consultants (collectively the City) to Huitt-Zollars pursuant to this Agreement. Huitt-Zollars may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by Huitt-Zollars due to

changes in or the incorrectness of information provided by the City shall be compensable to Huitt-Zollars.

14. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Huitt-Zollars as instruments of service shall remain the property of Huitt-Zollars. Huitt-Zollars shall retain all common law, statutory and other reserved rights, including the copyright thereto.

15. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

16. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by Huitt-Zollars as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

AUTHORIZATION:

Should this proposal meet with your approval, please sign and return to our office by mail or email at gwine@huitt-zollars.com. We will schedule the above services as soon as we receive your authorization. If you have any questions, please call.

Respectfully submitted,
Huitt-Zollars, Inc.



Joseph T. Myers, P.E., CFM
Vice President



Gregory R. Wine, P.E., LEED AP
Senior Vice President

Enclosure

**Accepted and Approved for
City of Dickinson**

(Signature)

(Name)

(Title)

(Date)

HUITT-ZOLIARS

Houston

2020

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$ 255.00
Design Principal	\$ 235.00
Sr. Project Manager	\$ 235.00
QA Manager	\$ 230.00
Project Manager	\$ 200.00
Sr. Civil Engineer	\$ 200.00
Sr. Structural Engineer	\$ 200.00
Sr. Mechanical Engineer	\$ 190.00
Sr. Electrical Engineer	\$ 190.00
Civil Engineer	\$ 185.00
Structural Engineer	\$ 185.00
Mechanical Engineer	\$ 165.00
Electrical Engineer	\$ 165.00
Plumbing Engineer	\$ 150.00
Engineer Intern	\$ 135.00
Sr. Architect	\$ 195.00
Architect	\$ 160.00
Architect Intern 1	\$ 100.00
Architect Intern 2	\$ 120.00
Architect Intern 3	\$ 150.00
Sr. Landscape Architect	\$ 175.00
Landscape Architect	\$ 135.00
Landscape Architect Intern	\$ 100.00
Sr. Planner	\$ 250.00
Planner	\$ 160.00
Planner Intern	\$ 100.00
Sr. Designer	\$ 155.00
Designer	\$ 130.00
Sr. CADD Technician	\$ 140.00
CADD Technician	\$ 100.00

Interior Design

Sr. Interior Designer	\$ 140.00
Interior Designer	\$ 120.00
Interior Designer Intern	\$ 90.00

Survey

Survey Manager	\$ 170.00
Sr. Project Surveyor	\$ 155.00
Project Surveyor	\$ 140.00
Survey Technician	\$ 130.00
Surveyor Intern	\$ 115.00

Survey Crews

1-Person Survey Crew	\$ 100.00
2-Person Survey Crew	\$ 150.00
3-Person Survey Crew	\$ 175.00

Construction

Construction Manager	\$ 190.00
Resident Engineer	\$ 185.00
Sr. Project Representative	\$ 135.00
Resident Project Representative	\$ 100.00

Administrative

Sr. Project Support	\$ 100.00
Project Support	\$ 80.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

ITEM 13

RESOLUTION NUMBER XXXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ACCEPTING THE OFFERS OF DEDICATION OF STREET RIGHT-OF-WAYS EASEMENTS AND IMPROVEMENTS AS SHOWN ON THE AMENDING PLAT OF BAYOU LAKES SUBDIVISION SECTION FOUR AS RECORDED UNDER DOCUMENT NUMBER 2019043294, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dickinson on January 8, 2019, approved the Final Plat for the Bayou Lakes Section Four, thereby accepting the offers of dedication shown thereon subject to acceptance of improvements; and

WHEREAS, BGE, INC., filed an Amending Plat on August 8, 2019 in the office of the County Clerk of Galveston County, Texas, changing the name of Bayou Lakes to include directional indicators; and

WHEREAS, the required public improvements have been completed in conformance with City of Dickinson Code, and verified and approved by the City Engineer and Chief Building Official, as well as a final walkthrough performed on April 23, 2020; and

WHEREAS, the City Council finds that the acceptance of the offers of dedication of street right-of-ways easements and improvements for Bayou Lakes Section Four serve the public purpose and that Dickinson's best interests are served by the acceptance.

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

Section 1. The facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council of the City of Dickinson hereby accept the following streets: Right Way Lane, Arbor Pass Lane, Mountain Breeze Court, Stoney Sunset Lane, Oakdale Mist Drive, Mocking Run Lake, Brookside Cliff Lane, Windy Pass Lane and all easements as shown on the Amending Plat of Bayou Lakes Subdivision Section Four, as recorded under Document Number 2019043294, in the office of the County Clerk of Galveston County, Texas.

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

PASSED AND APPROVED AND ADOPTED on this the 12th day of May 2020.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

DIVIDER PAGE



May 7, 2020

Mr. Ray Burgess
City of Dickinson
2716 FM 517 East
Dickinson, Texas 77539

Re: Bayou Lakes Section 4
BGE Job No. 5302-00

Dear Mr. Burgess:

Please consider this letter as a request to include the Bayou Lakes Section 4 subdivision on the May 12, 2020 City Council agenda for acceptance by the City of Dickinson. I have enclosed the following documentation:

- Engineer's Certificate of Completion for Paving and Utilities
- City of Dickinson Punchlist Items

By this letter, I hereby certify that the subdivision is ready for acceptance and that all punchlist items will be completed before City acceptance on May 12, 2020. Should you have any questions or need additional information, please contact me at 713-202-4272.

Sincerely,

A handwritten signature in blue ink that reads 'Larry J. Mueller'.

Larry J. Mueller, PE
Principal, Construction Management



TBPE Registration No.F-1046

ENGINEER'S CERTIFICATE OF COMPLETION

City of Dickinson
4403 Highway 3
Dickinson, Texas 77539

Attention: Mr. S. R. Burgess

Bayou Lakes, Section Four – Reinforced Concrete Paving

Name and Address of Contractor: Daco Paving, Inc.; 17915 Becker Road; Hockley, Texas 77347

Name and Address of Consulting Engineer: BGE, Inc.; 10777 Westheimer, Suite 400; Houston, Texas 77042

I certify this Project was completed on or about March 20, 2020; that the Project was under periodic observation; that all observation of the work was under the supervision of Mr. Gary L. Goessler, Licensed Professional Engineer; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and “record drawings” will be furnished to the District.



3/25/20

Gary L. Goessler, PE

BGE, Inc.
TBPE Registration No. F-1046



ENGINEER'S CERTIFICATE OF COMPLETION

City of Dickinson
4403 Highway 3
Dickinson, Texas 77539

Attention: Mr. S. R. Burgess

Bayou Lakes, Section Four – Water, Sanitary Sewer, and Storm Sewer Facilities

Name and Address of Contractor: Blazey Construction Services, LLC; 521 N. Sam Houston Pkwy E, Suite 550; Houston, Texas 77381

Name and Address of Consulting Engineer: BGE, Inc.; 10777 Westheimer, Suite 400; Houston, Texas 77042

I certify this Project was completed on or about March 20, 2020; that the Project was under periodic observation; that all observation of the work was under the supervision of Mr. Gary L. Goessler, Licensed Professional Engineer; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and “record drawings” will be furnished to the District.

3/25/20

Gary L. Goessler, PE

BGE, Inc.
TBPE Registration No. F-1046



DIVIDER PAGE



GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #1
2750 FM 517 East, Dickinson, Texas 77539

May 07, 2020

Mr. John Anderson
BGE Engineering
Project Manager
Katy, Texas 77494

Re: Bayou Lakes Sub Section #4
Water & Wastewater Testing and Acceptance

Dear Mr. John Anderson:

Please be advised that the water and sanitary sewer lines and appurtenances located within the public right-of-way of the Bayou Lakes Section #4 Subdivision have been accepted by Galveston County WCID #1. The developer is responsible for providing a one-year warranty and maintenance. The developer is further responsible for contacting the Water District at the end of this one-year period for the purpose of conducting an on-site inspection prior to final acceptance of said public facilities for maintenance by the Water District.

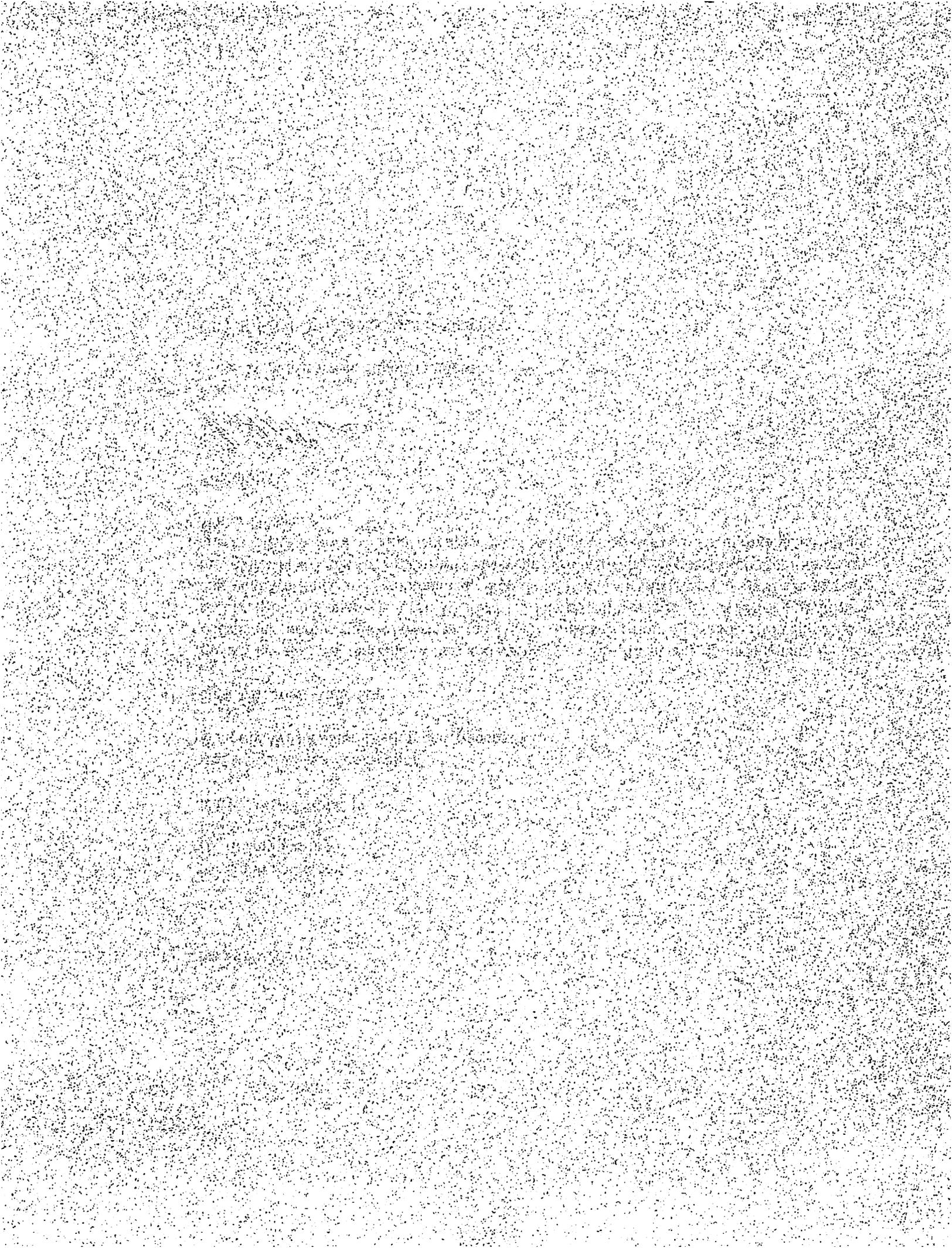
Sincerely,

A handwritten signature in black ink, appearing to read "Keith Morgan".

Keith Morgan
Water & Wastewater Superintendent

CC: Russell D Grubbs General Manager





DIVIDER PAGE

TAX CERTIFICATE



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Issued To:

BGE, INC
10777 WESTHEIMER RD SUITE #400
HOUSTON, TX 77042

Legal Description

ABST 19 PERRY & AUSTIN SUR TR 27, ACRES
60,071 *SBPCL: 001900270001000*

Fiduciary Number: 27516750

Parcel Address:

Legal Acres: 60.0710

Account Number: 162057

Print Date: 08/09/2019 11:52:47 AM

Certificate No: 241350943

Paid Date: 08/09/2019

Certificate Fee: \$10.00

CHECK NO. 88393

Issue Date: 08/09/2019

Operator ID: SALD_D

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2018. ALL TAXES ARE PAID IN FULL

Exemptions:

OPEN SPACE 1-D-1

Certified Owner:

DICKINSON PARTNERS LTD
900 E LAKEVIEW DR
MCALLEN, TX 78501

Certified Tax Unit(s):

1 GALVESTON CO
2 ROAD & FLOOD
211 DICKINSON ISD
336 CITY DICKINSON
605 COLL OF THE MAINLAND
901 WCID NO. 1

Table with 2 columns: Description and Amount. Rows include 2018 Value (720,860), 2018 Levy (\$68.64), 2018 Levy Balance (\$0.00), Prior Year Levy Balance (\$0.00), Total Levy Due (\$0.00), P&I + Attorney Fee (\$0.00), and Total Amount Due (\$0.00).

Reference (GF) No: N/A

Issued By: [Signature]
CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR



FILED AND RECORDED

Instrument Number: 2019043294

Recording Fee: 125.00

Number Of Pages:4

Filing and Recording Date: 08/09/2019 12:04PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	500.00'	323°52'	29.65'	S 117°27' E	29.65'
C2	620.00'	022°45'	4.10'	N 67°54'36" W	4.10'
C3	25.00'	92°11'45"	40.23'	N 66°10'54" E	36.03'
C4	25.00'	84°12'02"	36.74'	N 22°00'59" W	33.52'
C5	470.00'	71°7'32"	59.82'	S 67°45'46" E	59.78'
C6	25.00'	91°49'58"	40.07'	N 42°55'36" E	35.92'
C7	25.00'	88°10'02"	38.47'	S 47°04'24" E	34.79'
C8	400.00'	31°08'43"	217.44'	N 12°34'58" E	214.77'
C9	300.00'	121°08'43"	634.32'	S 32°25'01" E	522.59'
C10	500.00'	36°44'01"	320.56'	S 82°29'01" E	315.10'
C11	590.00'	1°31'23"	15.68'	S 68°28'55" E	15.68'
C12	550.00'	30°11'07"	289.76'	S 84°20'09" E	286.42'
C13	55.00'	83°33'40"	80.21'	N 38°47'27" E	73.29'
C14	470.00'	36°44'01"	301.33'	S 82°29'01" E	296.19'
C15	25.00'	78°44'23"	34.36'	N 39°46'47" E	31.72'
C16	330.00'	27°44'44"	159.80'	S 14°16'58" W	158.25'
C17	370.00'	29°47'03"	192.34'	N 13°15'48" E	190.18'
C18	25.00'	89°31'42"	39.06'	N 46°23'34" W	35.21'
C19	25.00'	91°49'58"	40.07'	N 42°55'36" E	35.92'
C20	25.00'	21°03'39"	9.19'	N 13°31'12" W	9.14'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C21	50.00'	258°49'15"	225.86'	N 74°38'24" W	77.26'
C22	25.00'	57°45'36"	25.20'	S 25°53'25" W	24.15'
C23	25.00'	88°10'02"	38.47'	S 47°04'24" E	34.79'
C24	25.00'	91°49'58"	40.07'	N 42°55'36" E	35.92'
C25	25.00'	88°10'02"	38.47'	N 47°04'24" W	34.79'
C26	25.00'	91°49'58"	40.07'	S 42°55'36" E	35.92'
C27	25.00'	48°11'23"	21.03'	S 27°05'04" E	20.41'
C28	50.00'	265°03'34"	231.31'	N 81°21'01" E	73.69'
C29	25.00'	36°52'11"	16.09'	N 15°26'43" E	15.81'
C30	25.00'	88°10'02"	38.47'	N 47°04'24" W	34.79'
C31	25.00'	90°21'28"	39.43'	S 43°39'51" W	35.47'
C32	430.00'	29°40'13"	222.67'	N 13°19'14" E	220.19'
C33	270.00'	121°08'43"	570.88'	S 32°25'01" E	470.33'
C34	25.00'	90°00'00"	39.27'	N 42°00'37" E	35.36'
C35	25.00'	87°14'42"	38.07'	N 46°36'44" W	34.50'
C36	50.00'	177°14'42"	154.68'	S 1°36'44" E	99.97'
C37	75.00'	90°00'00"	117.81'	N 47°59'23" W	106.07'
C38	25.00'	90°00'00"	39.27'	S 47°59'23" E	35.36'
C39	25.00'	89°59'59"	39.27'	N 42°00'38" E	35.36'
C40	25.00'	90°00'00"	39.27'	N 47°59'23" W	35.36'

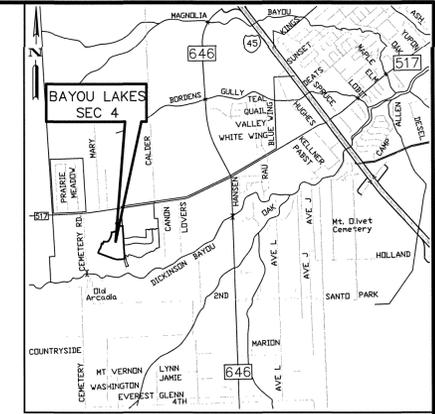
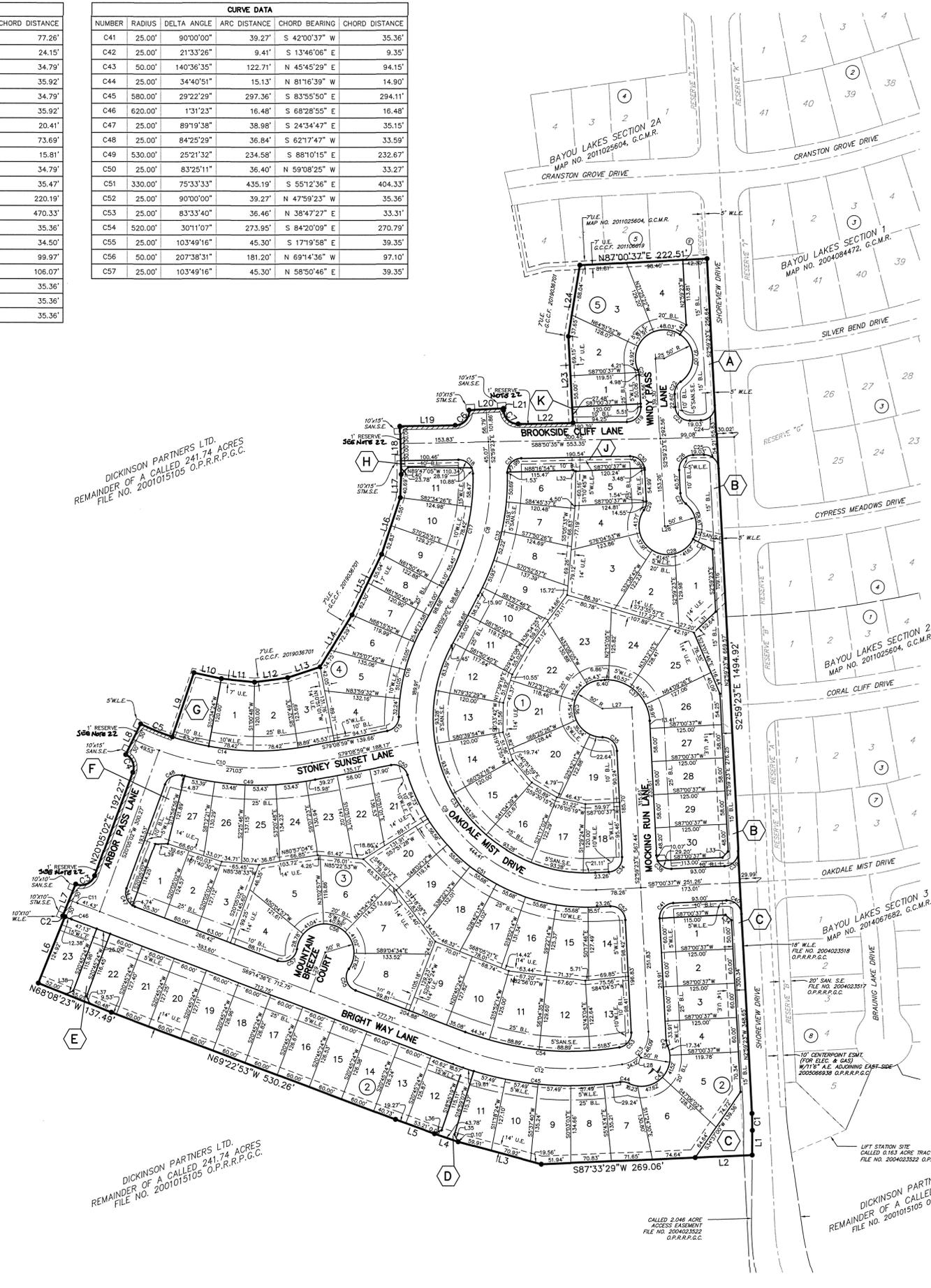
CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C41	25.00'	90°00'00"	39.27'	S 42°00'37" W	35.36'
C42	25.00'	21°33'26"	9.41'	S 13°46'06" E	9.35'
C43	50.00'	140°36'35"	122.71'	N 45°45'29" E	94.15'
C44	25.00'	34°40'51"	15.13'	N 81°16'39" W	14.90'
C45	580.00'	29°22'29"	297.36'	S 83°55'50" E	294.11'
C46	620.00'	1°31'23"	16.48'	S 68°28'55" E	16.48'
C47	25.00'	89°19'38"	38.98'	S 24°34'47" E	35.15'
C48	25.00'	84°25'29"	36.84'	S 62°17'47" W	33.59'
C49	530.00'	25°21'32"	234.58'	S 86°10'15" E	232.67'
C50	25.00'	83°25'11"	36.40'	N 59°08'25" W	33.27'
C51	330.00'	75°33'33"	435.19'	S 55°12'36" E	404.33'
C52	25.00'	90°00'00"	39.27'	N 47°59'23" W	35.36'
C53	25.00'	83°33'40"	39.27'	N 38°47'27" E	33.31'
C54	520.00'	30°11'07"	273.95'	S 84°20'09" E	270.79'
C55	25.00'	103°49'16"	45.30'	S 17°19'58" E	39.35'
C56	50.00'	207°38'31"	181.20'	N 69°14'36" W	97.10'
C57	25.00'	103°49'16"	45.30'	N 58°50'46" E	39.35'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S02°42'29"W	43.03'
L2	S87°17'58"W	99.61'
L3	N74°57'06"W	150.39'
L4	N71°24'51"W	43.88'
L5	N70°02'40"W	72.54'
L6	N21°54'01"E	124.92'
L7	N22°16'47"E	60.00'
L8	N25°53'00"E	60.00'
L9	N18°35'28"E	117.83'
L10	S77°56'31"E	49.14'
L11	S84°12'26"E	58.33'
L12	N82°36'26"E	58.14'
L13	N71°41'04"E	59.96'
L14	N31°18'00"E	107.04'
L15	N26°05'30"E	117.34'
L16	N18°14'40"E	104.38'
L17	N2°00'39"E	40.69'
L18	N1°09'25"W	83.78'
L19	N88°50'35"E	97.04'
L20	N87°00'37"E	60.00'
L21	S2°59'23"E	3.52'

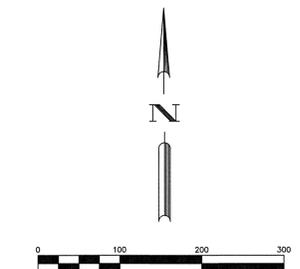
LINE DATA		
NUMBER	BEARING	DISTANCE
L22	N88°50'35"E	96.14'
L23	N2°59'23"W	151.63'
L24	N9°11'25"E	125.69'
L25	S87°00'37"W	14.99'
L26	S87°00'37"W	5.00'
L27	N87°00'37"E	51.40'
L28	N45°36'30"W	5.11'
L29	N20°45'24"E	72.92'
L30	S62°33'16"E	38.18'
L31	S46°36'49"W	52.64'
L32	N66°12'48"W	4.96'
L33	N42°00'37"E	14.14'
L34	S47°59'23"E	14.14'
L35	S27°11'54"E	14.34'
L36	S63°45'29"W	14.18'
L37	S23°41'30"E	14.28'
L38	N66°18'31"E	14.01'
L39	N88°46'28"E	21.87'
L40	S45°12'55"W	17.60'
L41	N33°36'52"E	20.00'

GENERAL NOTES

- "A.E." indicates Aerial Easement.
- "B.L." indicates Building Line.
- "D.E." indicates Drainage Easement.
- "U.E." indicates Utility Easement.
- "W.L.E." indicates Water Line Easement.
- "SAN. S.E." indicates Sanitary Sewer Easement.
- "STM. S.E." indicates Storm Sewer Easement.
- "G.C.M.R." indicates Galveston County Map Records.
- "G.C.D.R." indicates Galveston County Deed Records.
- "F.C." indicates Film Code.
- "VOL." indicates Volume.
- "Pg." indicates Page.
- "O.P.R.R.P." indicates Official Public Records of Real Property.
- "Fnd." indicates Found.
- "I." indicates Iron.
- Bearing orientation is based on the Texas State Plane Coordinate System South Central Zone 4204, NAD83. All distances shown are surface distances and may be converted to grid by a combined scale factor of 0.999864371.
- The square footage value shown herein is a mathematical value based upon the boundary data shown herein. This value has no relation to the precision of closure of this plot or the position of corner monuments recovered or placed.
- Unless otherwise indicated, the building lines [B.L.], whether one or more, shown on this subdivision plot are established to evidence compliance with the applicable provisions of the Code of Ordinances, City of Dickinson, in effect at the time this plot was approved, which may be amended from time to time.
- All 14 foot Utility Easements shown extend 7 feet on each side of a common lot line unless otherwise indicated.
- The property lies in Zone "A6" (area of 100-year flood; base flood elevations and flood hazard factors determined), Zone "B" (areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or area protected by levees from the base of flooding) and Zone "C" (areas of minimal flooding) as delineated on the flood insurance rate map for Galveston county, Texas and incorporated areas, map numbers 485470 0090 d and 485470 0150 d, both revised November 16, 1990 and as delineated on the flood the flood insurance rate map for Galveston County, city of Dickinson, Texas, map number 481569 0005b, revised March 4, 1991.
- © Indicates "Fnd 5/8" Iron rod with SMC cap.
- A one-foot reserve dedicated to the public in fee as a buffer separation between the side of end of streets in subdivision plots where such streets abut adjacent acreage tracts, the condition of such dedication being that when adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and re-vest in the dedicator, his heirs, assigns, or successors.
- All corners are set 1/2 inch iron pipes with "BGE, INC." cap unless otherwise noted.



VICINITY MAP
N.T.S.



BAYOU LAKES SECTION 4

A SUBDIVISION OF 27.20 ACRES OF LAND LOCATED IN THE JAMES F. PERRY & EMILY M. AUSTIN SURVEY, A-19, CITY OF DICKINSON GALVESTON COUNTY, TEXAS

REASON FOR REPLAT:
TO REMOVE 3 RESERVES AND 2 STUB STREETS

LOTS: 95 RESERVES: 10 BLOCKS: 5
SCALE: 1"=100' DATE: NOVEMBER, 2019

OWNER:
DICKINSON PARTNERS, LTD.
3200 SOUTHWEST FREEWAY
SUITE 300
HOUSTON, TEXAS 77007



BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

2019043294

STATE OF TEXAS
COUNTY OF GALVESTON

That DICKINSON PARTNERS, LTD a Texas limited partnership, owner of the property subdivided in the above and foregoing map of BAYOU LAKES SECTION 4, acting by and through MRR-GP, L.L.C., its general partner, acting by and through MRR Services Company, LLC manager do hereby make subdivision of said property, according to the lines, streets, alleys, parks, building lines, and easements therein shown, and designate said subdivision as BAYOU LAKES SECTION 4 in the Perry and Austin Upper League, Abstract No. 19, Galveston County, Texas; and dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title of the land so dedicated.

There is also dedicated for utilities and unobstructed aerial easement five (5') feet wide from a plane twenty (20') feet above the ground upward located adjacent to all utility easements shown hereon.

WITNESS my hand in the City of Dickinson, County of Galveston, Texas, this 22nd day of May 2019.

DICKINSON PARTNERS, LTD.
BY: MRR-GP, L.L.C., ITS GENERAL PARTNER
BY: MRR SERVICES COMPANY, L.L.C., MANAGER

By: Robert J. Morehead
ROBERT J. MOREHEAD
PRESIDENT

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT J. MOREHEAD, President of MRR SERVICES COMPANY, L.L.C. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of May 2019.



Elisa Saenz
Printed Name: Elisa Saenz
Notary Public in and for the State of Texas
Commission Expires: 8-29-2022

This is to certify that I, Alan C Bentley, a registered professional land surveyor of the state of Texas, have plotted above subdivision from actual survey on the ground; and that, except as shown, all block corners, angle points and points of curve are marked with iron pipes or rods having an outside diameter of not less than three quarter (3/4) inch and a length of not less than three (3) feet, and that this plot accurately represents that survey made by me or under my supervision.



Alan C. Bentley 08/08/19
Alan C Bentley, R.P.L.S.
Texas Registration No. 2055

This is to certify that the owner of BAYOU LAKES SECTION 4, has complied with all the conditions necessary as provided by law in subdividing the above property.

Certified by the Planning and Zoning Commission of the City of Dickinson on the 18th day of December, 2018.

Signed: Allen W. Thomas
Secretary of the City of Dickinson Planning Board

Signed: R. Rodriguez
Chairman of the City of Dickinson Planning Board

It is understood that if the final plans for BAYOU LAKES SECTION 4 are approved by the Planning & Zoning Commission of the City of Dickinson the undersigned will in all things comply with all provisions of such plan and construction plans and will duly perform all construction called for therein, fully and completely, no changes shall be made in construction plans without the consent in writing of the Planning & Zoning Commission being first had and obtained.

WITNESS
NAME: Rosie M Alvarez

Robert J. Morehead
OWNER & DEVELOPER:
BAYOU LAKES SECTION 4, L.P.
BY: MRR SERVICES COMPANY, L.L.C., ITS GENERAL PARTNER
BY: DICKINSON PARTNERS, LTD.

WITNESS
NAME: SORAYA RODRIGUEZ

I, Dwight D. Sullivan, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on August 9, 2019, at 12:54 o'clock, P. M., and duly recorded on August 9, 2019, at 12:54 o'clock, P. M., Instrument# 2019043294 Galveston County Map Records.

Witness my hand and seal of office, at Galveston, Texas the day and date last above written.

Dwight D. Sullivan
County Clerk
Galveston County, Texas
By: D. Sullivan
Deputy

DESCRIPTION OF A 27.20 ACRE TRACT OF LAND SITUATED
IN THE JAMES F. PERRY & EMILY M. AUSTIN SURVEY, ABSTRACT NO. 19
CITY OF DICKINSON
GALVESTON COUNTY, TEXAS

BEING a 27.20 acre (1,184,922 square foot) tract of land situated in the James F. Perry & Emily M. Austin Survey, Abstract No. 19, City of Dickinson, Galveston County, Texas and being a portion of the remainder of a called 241.74 acre tract of land as described in an instrument to Dickinson Partners, LTD recorded under Galveston County Clerk's File Number (G.C.C.F. No.) 2001015105, a portion of a called 128.87 acre tract of land described in an instrument to Dickinson Partners, LTD recorded under G.C.C.F. No. 2009002568, a portion of BAYOU LAKES SECTION 1, a subdivision per plat recorded under Map Number 2004084472 and a portion of BAYOU LAKES SECTION 2A, a subdivision per plat recorded under Map Number 2011025604 of the Galveston County Map Records (G.C.M.R.), said 27.20 acre tract of land described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "SMC" found for the Southwest corner of Lot 4 of Block 5 of said BAYOU LAKES SECTION 2A;

THENCE, N 74°40'02" E, a distance of 33.84 feet along and with the South line of said Block 5 to a 5/8-inch iron rod with cap stamped "SMC" found for an angle point in the South line of said Block 5;

THENCE, N 87°00'37" E, a distance of 60.34 feet, continuing along and with said South line to the POINT OF BEGINNING and the most Northerly Northwest corner of the herein described tract;

THENCE, N 87°00'37" E, continuing along and with the South line of said Block 5 at a distance of 204.51 feet passing a 5/8-inch iron rod with cap stamped "SMC" found for the Southeast corner of said Block 5 and continuing for a total distance of 222.51 feet over and across Restricted Reserve "J" of said BAYOU LAKES SECTION 1 to the Northeast corner of the herein described tract;

THENCE, S 02°59'23" E, partially over and across said BAYOU LAKES SECTION 1, BAYOU LAKES SECTION 2A and said 241.74 acre tract, at a distance of 939.16 feet pass a 1/2-inch iron pipe with cap stamped "BGE INC" found for the Northwest corner of BAYOU LAKES SECTION 3, a subdivision per plat recorded under Map Number 2014057692 of the G.C.M.R., and continuing along and with the West line of said BAYOU LAKES SECTION 3 for a total distance of 1,494.92 feet to the beginning of a tangent curve to the right;

THENCE, in a Southerly direction, along and with the West line of said BAYOU LAKES SECTION 3 and said curve to the right, a distance of 29.65 feet, having a radius of 500.00 feet, a central angle of 03°23'52" and a chord which bears S 01°17'27" E, 29.65 feet to a point of tangency;

THENCE, S 00°24'29" W, a distance of 43.03 feet, continuing along and with said West line to the Southeast corner of the herein described tract;

THENCE, over and across said 128.87 acre tract and said 241.74 acre tract, the following courses and distances:

S 87°17'58" W, a distance of 99.61 feet to a point for corner;

S 87°33'29" W, a distance of 269.06 feet to the most Southerly corner of the herein described tract;

N 74°57'06" W, a distance of 150.39 feet to a point for corner;

N 71°24'51" W, a distance of 43.88 feet to a point for corner;

N 70°02'40" W, a distance of 72.54 feet to a point for corner;

N 69°22'53" W, a distance of 530.26 feet to a point for corner;

N 68°08'23" W, a distance of 137.49 feet to the Southwest corner of the herein described tract;

N 21°54'01" E, a distance of 124.92 feet to an interior corner of the herein described tract and the beginning of a non-tangent curve to the right from which its center bears N 21°54'01" E, 620.00 feet;

In a Westerly direction, along said curve to the right, a distance of 4.10 feet, having a radius of 620.00 feet, a central angle of 00°22'45" and a chord which bears N 67°54'36" W, 4.10 feet to a point for corner;

N 22°16'47" E, a distance of 60.00 feet to the beginning of a non-tangent curve to the left from which its center bears N 22°16'47" E, 25.00 feet;

In a Northeasterly direction, along said curve to the left, a distance of 40.23 feet, having a radius of 25.00 feet, a central angle of 92°11'45" and a chord which bears N 66°10'54" E, 36.03 feet to a point for corner;

N 20°05'02" E, a distance of 192.27 feet to the beginning of a tangent curve to the left;

In a Northerly direction, along said curve to the left, a distance of 36.74 feet, having a radius of 25.00 feet, a central angle of 84°12'02" and a chord which bears N 22°00'59" W, 33.52 feet to a point for corner;

N 25°53'00" E, a distance of 60.00 feet to the beginning of a non-tangent curve to the left from which its center bears N 25°53'00" E, 470.00 feet;

In an Easterly direction, along said curve to the left, a distance of 59.82 feet, having a radius of 470.00 feet, a central angle of 07°17'32" and a chord which bears S 67°45'46" E, 59.78 feet to an interior corner of the herein described tract;

N 18°35'28" E, a distance of 117.83 feet to a point for corner;

S 77°56'31" E, a distance of 49.14 feet to a point for corner;

S 84°12'26" E, a distance of 58.33 feet to a point for corner;

N 82°36'26" E, a distance of 58.14 feet to a point for corner;

N 71°41'04" E, a distance of 59.96 feet to a point for corner;

N 31°18'00" E, a distance of 107.04 feet to a point for corner;

N 26°05'30" E, a distance of 117.34 feet to a point for corner;

N 18°14'40" E, a distance of 104.38 feet to a point for corner;

N 02°00'39" E, a distance of 40.69 feet to a point for corner;

N 01°09'25" W, a distance of 83.78 feet to a point for corner;

N 88°50'35" E, a distance of 97.04 feet to the beginning of a tangent curve to the left;

In a Northeasterly direction, along said curve to the left, a distance of 40.07 feet, having a radius of 25.00 feet, a central angle of 91°49'58" and a chord which bears N 42°55'36" E, 35.92 feet to a point for corner;

N 87°00'37" E, a distance of 60.00 feet to a point for corner;

S 02°59'23" E, a distance of 3.52 feet to the beginning of a tangent curve to the left;

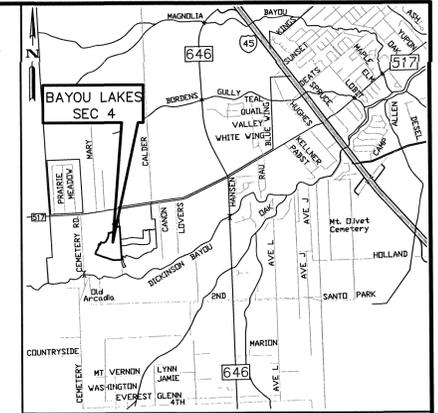
In a Southeasterly direction, along said curve to the left, a distance of 38.47 feet, having a radius of 25.00 feet, a central angle of 88°10'02" and a chord which bears S 47°04'24" E, 34.79 feet to a point of tangency;

N 88°50'35" E, a distance of 96.14 feet to an interior corner of the herein described tract;

N 02°59'23" W, a distance of 151.63 feet to a point for corner;

N 09°11'25" E, a distance of 125.69 feet to the POINT OF BEGINNING and containing 27.20 acres (1,184,922 square feet) of land.

Bearing orientation is based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and is referenced to BAYOU LAKES SECTION 2A as cited herein.



VICINITY MAP
N.T.S.

RESERVE TABLE		
RESERVE	ACREAGE/ SQUARE FOOTAGE	RESTRICTION
A	0.3065 AC. / 13,353 S.F.	LANDSCAPE/ OPEN SPACE
B	0.5436 AC. / 23,681 S.F.	LANDSCAPE/ OPEN SPACE
C	0.3569 AC. / 15,550 S.F.	LANDSCAPE/ OPEN SPACE
D	0.0647 AC. / 2,819 S.F.	LANDSCAPE/ OPEN SPACE
E	0.0747 AC. / 3,255 S.F.	LANDSCAPE/ OPEN SPACE
F	0.1461 AC. / 6,366 S.F.	LANDSCAPE/ OPEN SPACE
G	0.1575 AC. / 6,860 S.F.	LANDSCAPE/ OPEN SPACE
H	0.0359 AC. / 1,563 S.F.	LANDSCAPE/ OPEN SPACE
J	0.1201 AC. / 5,233 S.F.	LANDSCAPE/ OPEN SPACE
K	0.0777 AC. / 3,383 S.F.	LANDSCAPE/ OPEN SPACE

BAYOU LAKES SECTION 4

A SUBDIVISION OF 27.20 ACRES OF LAND
LOCATED IN THE JAMES F. PERRY & EMILY M.
AUSTIN SURVEY, A-19, CITY OF DICKINSON
GALVESTON COUNTY, TEXAS

LOTS: 95 RESERVES: 10 BLOCKS: 5
SCALE: 1"=100' DATE: NOVEMBER, 2018

OWNER:
DICKINSON PARTNERS, LTD.
3200 SOUTHWEST FREEWAY
SUITE 300
HOUSTON, TEXAS 77007



BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

2019043294

ITEM 14

RESOLUTION NUMBER XXXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ACCEPTING THE OFFERS OF DEDICATION OF STREET RIGHT-OF-WAYS EASEMENTS AND IMPROVEMENTS AS SHOWN ON THE AMENDING PLAT OF BAYOU BEND ESTATES AS RECORDED UNDER DOCUMENT NUMBER 2016030713, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dickinson approved the Final Plat for the Bayou Bend Estates, thereby accepting the offers of dedication shown thereon subject to acceptance of improvements; and

WHEREAS, JMK5 LLC, filed an Amending Plat in the office of the County Clerk of Galveston County, Texas, changing the name of Bayou Bend Estates to include directional indicators; and

WHEREAS, the required public improvements have been completed in conformance with City of Dickinson Code, and verified and approved by the City Engineer and Chief Building Official, as well as a final walkthrough performed; and

WHEREAS, the City Council finds that the acceptance of the offers of dedication of street right-of-ways easements and improvements for Bayou Bend Estates serve the public purpose and that Dickinson's best interests are served by the acceptance.

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

Section 1. The facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council of the City of Dickinson hereby accept the following streets: Leslie's Way, Karam Landing, Mufasa Street, and all easements as shown on the Amending Plat of Bayou Bend Estates, as recorded under Document Number 216030713, in the office of the County Clerk of Galveston County, Texas.

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

PASSED AND APPROVED AND ADOPTED on this the 12th day of May, 2020.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

DIVIDER PAGE

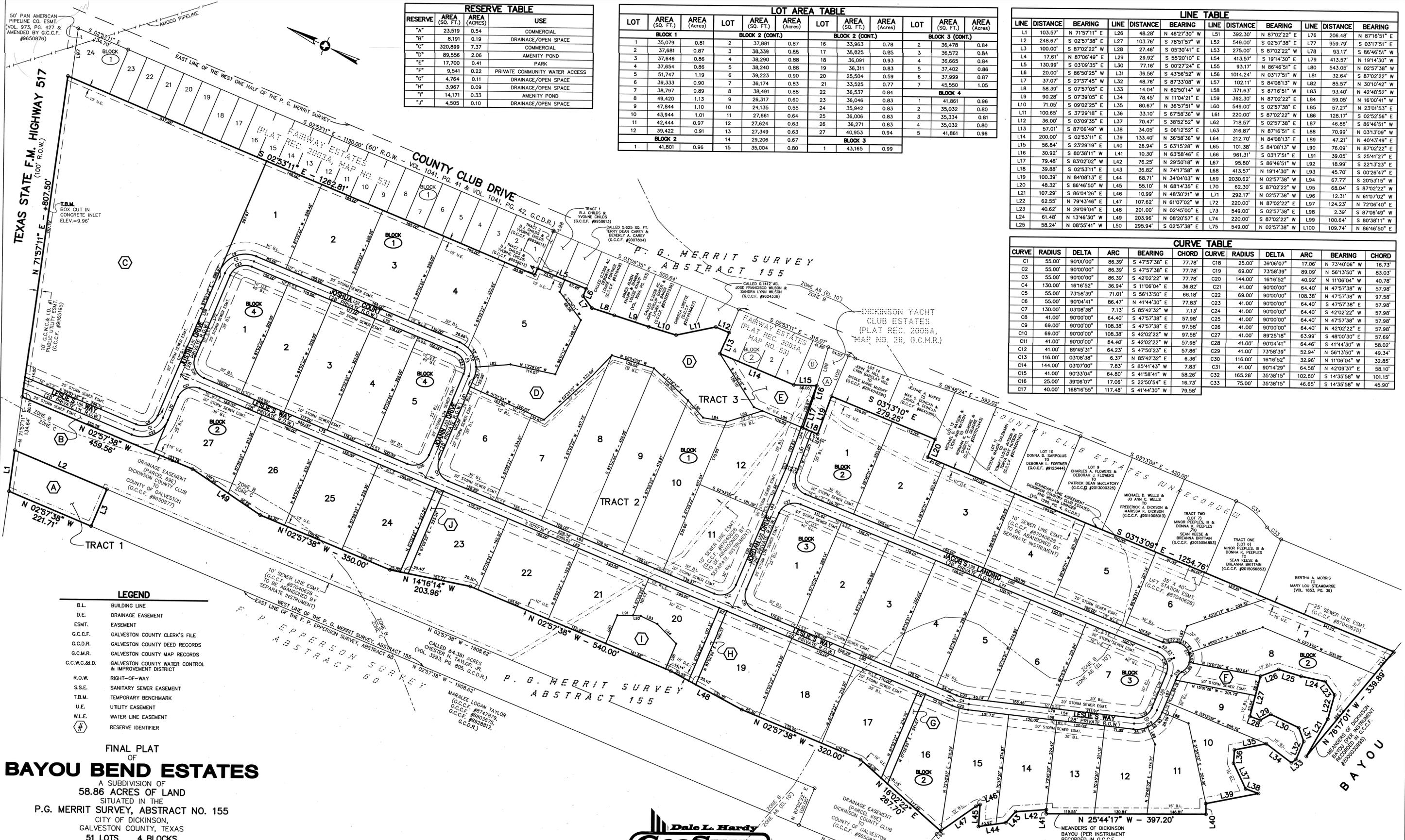
50' PAN AMERICAN PIPELINE CO. ESMT. VOL. 973, PG. 427 & AMENDED BY G.C.C.F. #9505876

RESERVE TABLE			
RESERVE	AREA (SQ. FT.)	AREA (ACRES)	USE
"A"	23,519	0.54	COMMERCIAL
"B"	8,191	0.19	DRAINAGE/OPEN SPACE
"C"	320,899	7.37	COMMERCIAL
"D"	89,556	2.06	AMENITY POND
"E"	17,700	0.41	PARK
"F"	9,541	0.22	PRIVATE COMMUNITY WATER ACCESS
"G"	4,764	0.11	DRAINAGE/OPEN SPACE
"H"	3,967	0.09	DRAINAGE/OPEN SPACE
"I"	14,171	0.33	AMENITY POND
"J"	4,505	0.10	DRAINAGE/OPEN SPACE

LOT AREA TABLE											
LOT	AREA (SQ. FT.)	AREA (ACRES)	LOT	AREA (SQ. FT.)	AREA (ACRES)	LOT	AREA (SQ. FT.)	AREA (ACRES)	LOT	AREA (SQ. FT.)	AREA (ACRES)
BLOCK 1			BLOCK 2 (CONT.)			BLOCK 3 (CONT.)			BLOCK 4 (CONT.)		
1	35,079	0.81	2	37,881	0.87	16	33,963	0.78	2	36,478	0.84
2	37,681	0.87	3	38,339	0.88	17	36,825	0.85	3	36,572	0.84
3	37,646	0.86	4	38,290	0.88	18	36,091	0.83	4	36,665	0.84
4	37,654	0.86	5	38,240	0.88	19	36,311	0.83	5	37,402	0.86
5	51,747	1.19	6	39,223	0.90	20	25,504	0.59	6	37,999	0.87
6	39,333	0.90	7	36,174	0.83	21	33,525	0.77	7	45,550	1.05
7	38,797	0.89	8	38,491	0.88	22	36,537	0.84	BLOCK 5		
8	49,420	1.13	9	26,317	0.60	23	36,046	0.83	1	41,861	0.96
9	47,844	1.10	10	24,135	0.55	24	35,942	0.83	2	35,032	0.80
10	43,944	1.01	11	27,661	0.64	25	36,006	0.83	3	35,334	0.81
11	42,444	0.97	12	27,624	0.63	26	36,271	0.83	4	35,032	0.80
12	39,422	0.91	13	27,349	0.63	27	40,953	0.94	5	41,861	0.96
BLOCK 2			BLOCK 3								
1	41,801	0.96	15	35,004	0.80	1	43,165	0.99			

LINE TABLE																	
LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING
L1	103.57	N 71°57'11" E	L26	48.28	N 46°27'30" W	L51	392.30	N 87°02'22" E	L76	206.48	N 87°16'51" E	L101	103.57	N 71°57'11" E	L126	48.28	N 46°27'30" W
L2	248.67	S 02°57'38" E	L27	103.76	S 78°51'57" W	L52	549.00	S 02°57'38" E	L77	959.79	S 03°17'51" E	L102	248.67	S 02°57'38" E	L127	103.76	S 78°51'57" W
L3	100.00	S 87°02'22" W	L28	27.46	S 05°30'41" E	L53	275.00	S 87°02'22" W	L78	93.17	S 86°46'51" W	L103	100.00	S 87°02'22" W	L128	27.46	S 05°30'41" E
L4	17.61	N 87°06'49" E	L29	29.92	S 55°20'10" E	L54	413.57	S 19°14'30" E	L79	413.57	N 19°14'30" W	L104	17.61	N 87°06'49" E	L129	29.92	S 55°20'10" E
L5	130.99	S 03°09'35" E	L30	77.16	S 00°27'24" E	L55	93.17	N 86°46'51" W	L80	543.05	N 02°57'38" W	L105	130.99	S 03°09'35" E	L130	77.16	S 00°27'24" E
L6	20.00	S 86°50'25" W	L31	36.56	S 43°56'52" W	L56	1014.24	S 03°17'51" W	L81	32.64	S 87°02'22" W	L106	20.00	S 86°50'25" W	L131	36.56	S 43°56'52" W
L7	37.07	S 27°37'45" W	L32	48.76	S 87°33'08" W	L57	102.11	S 84°08'13" W	L82	85.57	N 30°10'42" W	L107	37.07	S 27°37'45" W	L132	48.76	S 87°33'08" W
L8	58.39	S 07°57'05" E	L33	14.04	N 62°50'14" W	L58	371.63	S 02°57'38" E	L83	93.40	N 42°48'52" W	L108	58.39	S 07°57'05" E	L133	14.04	N 62°50'14" W
L9	90.28	S 07°39'05" E	L34	78.45	N 11°04'21" E	L59	392.30	N 87°02'22" E	L84	59.05	N 16°00'41" W	L109	90.28	S 07°39'05" E	L134	78.45	N 11°04'21" E
L10	71.05	S 09°02'25" E	L35	80.67	N 36°57'51" W	L60	549.00	S 02°57'38" E	L85	57.27	N 23°01'53" E	L110	71.05	S 09°02'25" E	L135	80.67	N 36°57'51" W
L11	100.65	S 37°29'18" E	L36	33.10	S 67°58'36" W	L61	220.00	S 87°02'22" W	L86	128.17	S 02°57'38" E	L111	100.65	S 37°29'18" E	L136	33.10	S 67°58'36" W
L12	36.00	S 03°09'35" E	L37	70.47	S 38°52'52" W	L62	718.57	S 02°57'38" E	L87	46.86	S 86°46'51" W	L112	36.00	S 03°09'35" E	L137	70.47	S 38°52'52" W
L13	57.01	S 87°06'49" W	L38	34.05	S 06°12'52" E	L63	316.87	N 87°16'51" E	L88	70.99	N 03°13'09" W	L113	57.01	S 87°06'49" W	L138	34.05	S 06°12'52" E
L14	200.00	S 02°53'11" E	L39	133.40	N 36°58'36" W	L64	212.70	N 84°08'13" W	L89	47.21	N 40°43'49" E	L114	200.00	S 02°53'11" E	L139	133.40	N 36°58'36" W
L15	56.84	S 23°29'19" E	L40	26.94	S 63°15'28" W	L65	101.38	S 84°08'13" W	L90	76.09	N 87°02'22" E	L115	56.84	S 23°29'19" E	L140	26.94	S 63°15'28" W
L16	30.92	S 80°38'11" W	L41	10.30	N 63°58'46" E	L66	961.31	S 02°57'38" E	L91	39.05	S 25°41'27" E	L116	30.92	S 80°38'11" W	L141	10.30	N 63°58'46" E
L17	79.48	S 83°02'02" W	L42	76.25	N 29°50'18" W	L67	95.80	S 86°46'51" W	L92	18.99	S 22°13'23" E	L117	79.48	S 83°02'02" W	L142	76.25	N 29°50'18" W
L18	39.88	S 02°53'11" E	L43	36.82	N 74°17'58" W	L68	413.57	S 86°46'51" W	L93	45.70	S 00°26'47" E	L118	39.88	S 02°53'11" E	L143	36.82	N 74°17'58" W
L19	100.39	N 84°08'13" E	L44	68.71	N 34°04'03" W	L69	2030.62	N 19°14'30" W	L94	67.77	S 20°53'15" W	L119	100.39	N 84°08'13" E	L144	68.71	N 34°04'03" W
L20	48.32	S 86°46'50" W	L45	55.10	N 68°14'35" E	L70	62.30	S 87°02'22" W	L95	68.04	S 87°02'22" W	L120	48.32	S 86°46'50" W	L145	55.10	N 68°14'35" E
L21	107.29	S 86°04'26" E	L46	10.99	N 48°30'21" W	L71	292.17	N 02°57'38" E	L96	12.31	N 61°07'02" W	L121	107.29	S 86°04'26" E	L146	10.99	N 48°30'21" W
L22	62.55	N 79°43'46" E	L47	107.62	N 61°07'02" W	L72	220.00	S 87°02'22" E	L97	124.23	N 72°06'40" E	L122	62.55	N 79°43'46" E	L147	107.62	N 61°07'02" W
L23	40.62	N 29°09'04" E	L48	201.00	N 02°45'00" E	L73	549.00	S 02°57'38" E	L98	2.39	S 87°06'49" W	L123	40.62	N 29°09'04" E	L148	201.00	N 02°45'00" E
L24	61.48	N 13°48'30" W	L49	203.96	N 08°20'57" E	L74	220.00	S 87°02'22" W	L99	100.64	S 80°38'11" W	L124	61.48	N 13°48'30" W	L149	203.96	N 08°20'57" E
L25	58.24	N 08°55'41" W	L50	295.94	S 02°57'38" E	L75	549.00	N 02°57'38" W	L100	109.74	N 86°46'50" E	L125	58.24	N 08°55'41" W	L150	295.94	S 02°57'38" E

CURVE TABLE											
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	55.00'	90°00'00"	86.39'	S 47°57'38" E	77.78'	C18	25.00'	39°06'07"	17.06'	N 73°40'06" W	16.73'
C2	55.00'	90°00'00"	86.39'	S 47°57'38" E	77.78'	C19	69.00'	73°58'39"	89.09'	N 56°13'50" W	83.03'
C3	55.00'	90°00'00"	86.39'	S 42°02'22" W	77.78'	C20	144.00'	16°16'52"	40.92'	N 11°06'04" W	40.78'
C4	130.00'	16°16'52"	36.94'	S 11°06'04" E	36.82'	C21	41.00'	90°00'00"	64.40'	N 47°57'38" W	57.98'
C5	55.00'	73°58'39"	71.01'	S 56°13'50" E	66.18'	C22	69.00'	90°00'00"	108.38'	N 47°57'38" E	97.58'
C6	55.00'	90°04'41"	86.47'	N 41°44'30" E	77.83'	C23	41.00'	90°00'00"	64.40'	S 47°57'38" E	57.98'
C7	130.00'	03°08'38"	7.13'	S 85°42'32" W	7.13'	C24	41.00'	90°00'00"	64.40'	S 42°02'22" W	57.98'
C8	41.00'	90°00'00"	64.40'	S 47°57'38" E	57.98'	C25	41.00'	90°00'00"	64.40'	N 47°57'38" W	57.98'
C9	69.00'	90°00'00"	108.38'	S 47°57'38" E	97.58'	C26	41.00'	90°00'00"	64.40'	N 42°02'22" E	57.98'
C10	69.00'	90°00'00"	108.38'	S 42°02'22" W	97.58'	C27	41.00'	89°25'18"	63.99'	S 48°00'30" E	57.69'
C11	41.00'	90°00'00"	64.40'	S 42°02'22" W	57.98'	C28	41.00'	90°04'41"	64.46'	S 41°44'30" W	58.02'
C12	41.00'	90°00'00"	64.23'	S 47°50'23" E	57.86'	C29	41.00'	73°58'39"	52.94'	N 56°13'50" W	49.34'
C13	116.00'	03°08'38"	6.37'	N 85°42'32" E	6.36'	C30	116.00'	16°16'52"	32.96'	N 11°06'04" W	32.85'
C14	144.00'	03°07'00"	7.83'	N 85°41'43" W	7.83'	C31	41.00'	90°14'29"	64.58'	N 42°09'37" E	58.10'
C15	41.00'	90°33'04"	64.80'	S 41°58'41" W	58.26'	C32	165.28'	35°38'15"	102.80'	S 14°35'58" W	101.15'
C16	25.00'	39°06'07"	17.06'	S 22°50'54" E	16.73'	C33	75.00'	35°38'15"	46.65'	S 14°35'58" W	45.90'
C17	40.00'	168°16'55"	117.48'	S 41°44'30" W	79.58'						



- LEGEND**
- B.L. BUILDING LINE
 - D.E. DRAINAGE EASEMENT
 - ESMT. EASEMENT
 - G.C.C.F. GALVESTON COUNTY CLERK'S FILE
 - G.C.D.R. GALVESTON COUNTY DEED RECORDS
 - G.C.M.R. GALVESTON COUNTY MAP RECORDS
 - G.C.W.C.&I.D. GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT
 - R.O.W. RIGHT-OF-WAY
 - S.S.E. SANITARY SEWER EASEMENT
 - T.B.M. TEMPORARY BENCHMARK
 - U.E. UTILITY EASEMENT
 - W.L.E. WATER LINE EASEMENT
 - # RESERVE IDENTIFIER

FINAL PLAT OF BAYOU BEND ESTATES
 A SUBDIVISION OF 58.86 ACRES OF LAND SITUATED IN THE P.G. MERRIT SURVEY, ABSTRACT NO. 155 CITY OF DICKINSON, GALVESTON COUNTY, TEXAS
 51 LOTS 4 BLOCKS 10 RESERVES

2016030713 P.2



P.O. Box 246, League City, Texas 77574
 281-554-7733 409-785-8030 Fax: 281-554-6928

DIVIDER PAGE



Everest Design Group

PLANNING, ENGINEERING, CONSTRUCTION MANAGEMENT

May 7, 2020

Mr. Chris Heard
City Administrator
City of Dickinson
4403 Highway 3
Dickinson, Texas 77539

Re: **Proposed REPLAT**
Bayou Bend Estates – Single Family Residential Development

Dear Mr. Heard:

The purpose of this letter is to provide explanation on the proposed Replat of the above referenced subdivision.

During the construction of the site infrastructure, the new FIRM Maps were adopted in August 2019 which changed the BFE from 10 to the new BFE of 14 & 15. Hence, additional fill was required for the lots.

Therefore, Lots 1 through 5 of Block 1 were eliminated to allow additional excavated materials. Additionally, Lots 7 through 10, Block 1 depth were shortened and the existing pond was enlarged for more excavated materials.

Also, TNMP is requesting a 16ft U.E. be provide along the lot frontage instead of a 10ft U.E. along the rear of the lots. Lastly, 28 ft wide private roadway easements are being changed to 60 ft wide public rights-of-way.

All the aforementioned changes are reflected on the proposed Replat. Please see attached Original Plat and the proposed Replat.

Sel Thint, P.E
Managing Partner
TBPE License No. 80446
TBPE Firm No. F-9440

DIVIDER PAGE

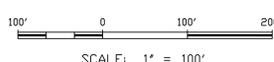
50' PAN AMERICAN PIPELINE CO. ESMT. (VOL. 973, PG. 427 & AMENDED BY G.C.C.F. #9650876)

RESERVE TABLE			
RESERVE	AREA (SQ. FT.)	AREA (ACRES)	USE
'A'	23,519	0.54	COMMERCIAL
'B'	8,191	0.19	DRAINAGE/OPEN SPACE
'C'	320,899	7.37	COMMERCIAL
'D'	422,209	9.69	AMENITY POND
'E'	23,212	0.53	PARK
'F'	9,541	0.22	COMMUNITY WATER ACCESS
'G'	4,764	0.11	DRAINAGE/OPEN SPACE
'H'	3,967	0.09	DRAINAGE/OPEN SPACE
'I'	14,171	0.33	AMENITY POND
'J'	4,505	0.10	DRAINAGE/OPEN SPACE
'K'	9,400	0.22	STORM SEWER/ACCESS/UTILITY ESMT
'L'	21,999.75	0.51	TO BE DEDICATED TO COUNTY OF GALVESTON

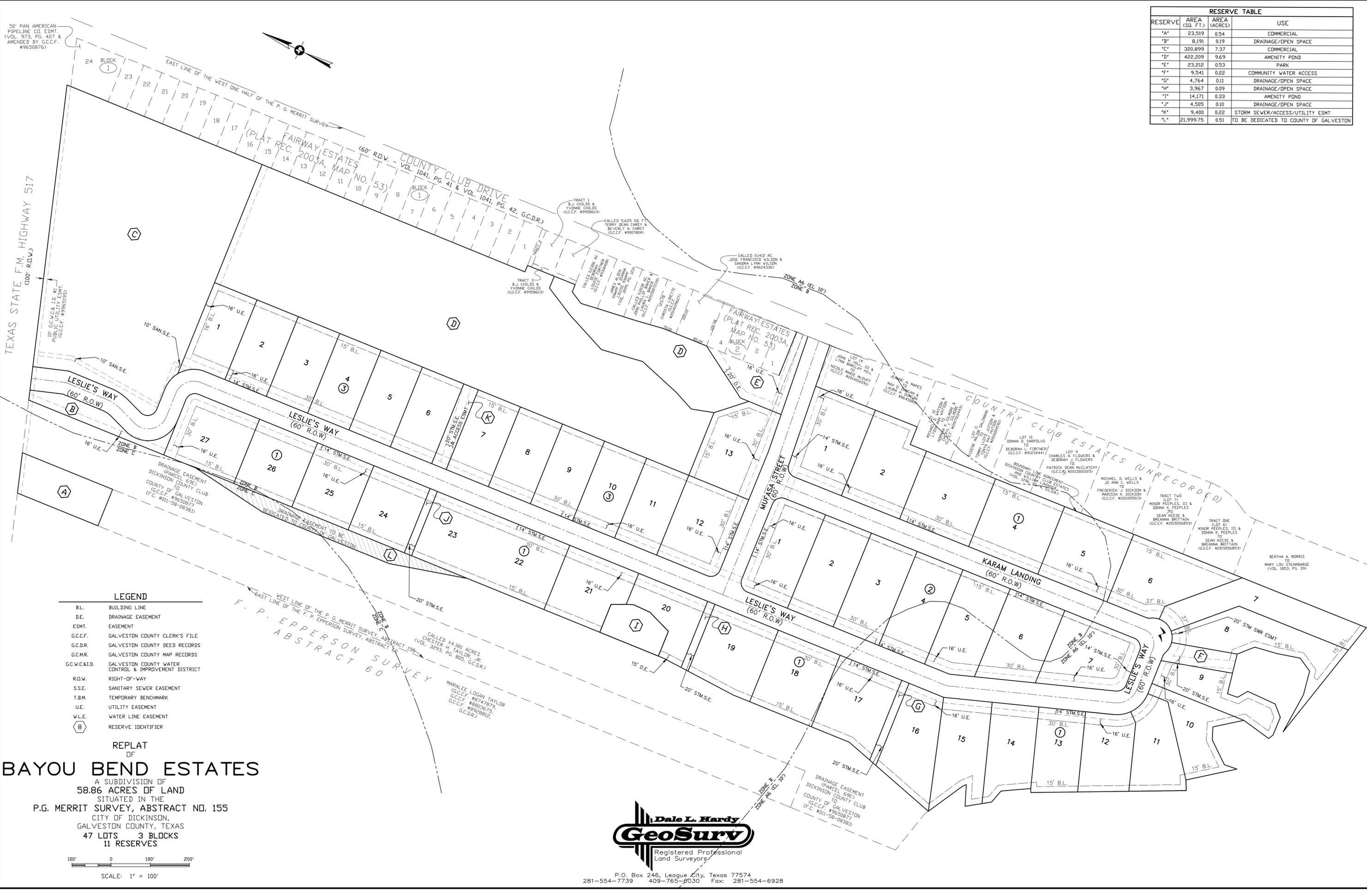
TEXAS STATE F.M. HIGHWAY 517 (100' R.O.W.)

- LEGEND**
- B.L. BUILDING LINE
 - D.E. DRAINAGE EASEMENT
 - ESMT. EASEMENT
 - G.C.C.F. GALVESTON COUNTY CLERK'S FILE
 - G.C.D.R. GALVESTON COUNTY DEED RECORDS
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 - U.E. UTILITY EASEMENT
 - W.L.E. WATER LINE EASEMENT
 - # RESERVE IDENTIFIER

REPLAT OF BAYOU BEND ESTATES
 A SUBDIVISION OF 58.86 ACRES OF LAND SITUATED IN THE P.G. MERRIT SURVEY, ABSTRACT NO. 155, CITY OF DICKINSON, GALVESTON COUNTY, TEXAS
 47 LOTS 3 BLOCKS 11 RESERVES



P.O. Box 246, League City, Texas 77574
 281-554-7739 409-765-8030 Fax: 281-554-6928



ITEM 15

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AND AUTHORIZING A BUDGET AMENDMENT AND INCREASE IN PROJECT FUNDS FOR THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION'S EMERGENCY BUSINESS RECOVERY AND EXPANSION GRANT PROGRAM FOR THE RECOVERY AND EXPANSION OF DICKINSON BUSINESSES THAT HAVE SUFFERED DUE TO THE STATE OF EMERGENCY CAUSED BY THE COVID-19 PANDEMIC; PROVIDING FOR THE INCORPORATION OF THE PREAMBLE; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City of Dickinson is a home rule municipality, with a population of less than 20,000 inhabitants; and

WHEREAS, the Dickinson Economic Development Corporation is a type B economic development corporation established under the Development Corporation Act of 1979; and

WHEREAS, beginning in December 2019, a novel coronavirus, now designated SARS-Cov2 which causes the disease COVID-19, has been declared a global pandemic by the World Health Organization; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas issued a proclamation certifying that COVID-19 poses an imminent threat of disaster in the state and declaring a state of disaster for all counties in Texas; and

WHEREAS, said state of disaster requires that certain emergency protective measures be taken pursuant to the Texas Disaster Act of 1975 relating to Emergency Management and Public Health, pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, Governor Abbott has issued numerous executive orders and suspension of Texas laws in response to the COVID-19 disaster, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster, including designation of essential and non-essential businesses and activities resulting in certain business closings and reduction of hours; and

WHEREAS, due to the COVID-19 pandemic businesses within the City of Dickinson have suffered economic losses resulting in the layoff of employees and reduction in hours and/or business closure; and

WHEREAS, pursuant to Texas Local Government Code Section 505.158(a), the City Council of the City of Dickinson approved an Emergency Business Recovery and

Expansion Grant Program providing for grant funds up to \$10,000 each, with a program budget of \$200,000, to eligible Dickinson businesses for recovery and expansion from business closures and economic losses due to the COVID-19 pandemic (hereinafter "Project"); and

WHEREAS, the Dickinson Economic Development Corporation approved an increase in funding for the Project and adopted a resolution amending the budget for the Project to increase the amounts available from \$200,000 to \$400,000 and hereby seeks the authorization by the City of Dickson to increase said budget and the budget amendment.

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

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

Section 2. The Project budget proposed by the Dickinson Economic Development Corporation to provide for recovery and expansion of eligible Dickinson businesses by offering grants to assist in their recovery from the effects of the COVID-19 pandemic and to provide job training is hereby authorized and approved for an additional \$200,000 for a total budget of \$400,000.

Section 3. A budget amendment in the amount of \$200,000 is hereby authorized and approved.

PASSED AND APPROVED on first reading this ___ day of _____, 2020.

PASSED AND APPROVED on second reading this ___ day of _____, 2020.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

ITEM 16

Executive Session

ITEM 17

Reconvene

ITEM 18

**Matters Discussed in
Executive Session**

ITEM 19

Adjourn